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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, MARCH 8, 2021, 7:00 P.M.

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

https://stream.meet.google.com/stream/301062c9-8512-4e21-ad0a-0428398680f9

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

or

https://meet.google.com/thj-ntpw-utb?authuser=0
(participants/board members/those making public comment)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

+1 541-900-5137
PIN: 374 308 086#

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

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

V. Student/Staff Recognition

A. March Students of the Month

Student	Grade	School
Lexis Lanham	04	Franklin Elementary School
Annaliese Pivato	04	Isham Elementary School
Alaina Bohmer	04	Lincoln Elementary School
Amelia Gaugler	04	Overlook Elementary School
Colten Hoffman	04	Valley View Elementary School
Nora Love	06	Central Intermediate School
Arianna Snyder	07	Wadsworth Middle School
Aiden Harvey	12	WHS Career-Technical
Alex Shepherd	12	Wadsworth High School

VI. Administrative Discussion Items, Presentations, and Updates

A. Diversity and Inclusion Committee
B. Intradistrict Open Enrollment Process for the 2021-2022 School Year
C. Kindergarten Registration for the 2021-2022 School Year
D. Set Date for Special Board of Education Meeting to Review Progress towards the Board's 2020-2021 Goals

VII. Administrative Items

A. Personnel Consent Items

1. Resignations

    a) William Weyrick, Non-teaching Employee, retirement, eff. 5/1/2021
    b) Michael Schmeltzer, Varsity Girls Golf Coach (supplemental contract)
    c) Kathleen Zagar, retirement, eff. 6/1/2021

2. Employments

    a) Amanda Lensvelt, Non-teaching Employee, eff. 2/17/2021
    b) Ljiljana Ignjatovic, Non-teaching Employee, eff. 2/17/2021
    c) Certified Substitutes, per attached list
    d) Classified Substitutes, per attached list
    e) Supplemental Contracts, per attached list
    f) Teacher Stipends, per attached list
    g) Athletic Event Workers, per attached list

3. Recommendation to approve unpaid leave under FMLA to Samantha Quallich from the end of her allowable sick leave through April 18, 2021

4. Recommendation to allow Ms. Sandra Papp to teach an additional semester (second semester of the 2020-2021 school year) of Microsoft Word and Microsoft Excel/Access at Wadsworth High School

B. Action Consent Items

1. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. with the Barberton City School Board of Education

2. Recommendation to approve the following donations:

    a) $1,000 from Clifton and Kathy Wise
    b) $1,100 from the CIS PTO
    c) $1,035 from Kolony Bowl
    d) $500 from Automation Tool & Die, Inc.

3. Recommendation to approve the Agreement for the Provision of Limited Professional Services between Barber & Hoffman, Inc. and the Wadsworth City School District Board of Education

4. Recommendation to declare all Wadsworth City School District students eligible for extracurricular activities for the fourth 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 first quarter of the 2021-2022 school year

5. Recommendation to approve the first reading of the following policy revisions:

    a) 1422, Nondiscrimination and Equal Employment Opportunity
    b) 1623, Section 504/ADA Prohibition against Disability Discrimination in Employment
    c) 1662, Anti-Harassment
    d) 2240, Controversial Issues
    e) 2260, Nondiscrimination and Access to Equal Educational Opportunity
    f) 2260.01, Section 504/ADA Prohibition against Disability Discrimination on Disability
    g) 2266, Nondiscrimation on the Basis of Sex in Education Programs or Activities
    h) 3122, Nondiscrimination and Equal Employment Opportunity
    i) 3123, Section 504/ADA Prohibition against Disability Discrimination in Employment
    j) 3362, Anti-Harassment
    k) 4122, Nondiscrimination and Equal Employment Opportunity
    l) 4123, Section 504/ADA Prohibition against Disability Discrimination in Employment
    m) 4362, Anti-Harassment
    n) 5517, Anti-Harassment
    o) 6114, Cost Principles - Spending Federal Funds
    p) 6144, Investments
    q) 6325, Procurement - Federal Grants/Funds
    r) 6600, Deposit of Public Funds: Cash Collection Points
    s) 7450, Property Inventory
    t) 7455, Accounting System for Capital Assets
    u) 8510, Wellness

6. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education:

    a) Middle school girls' track coaches
    b) High school Opportunity School Coordinator extended hours

7. Recommendation to approve the JourneyEd Terms and Conditions of Use and Privacy Policy

8. Recommendation to approve the Opportunity School Coordinator job description

9. Recommendation to approve the Challenge Island Contract for Services

10. Recommendation to approve a one (1)-year extension on the use of the following current math textbooks:

    a) McGraw Hill (see attachment)
    b) Houghton Mifflin Harcourt (see attachment)

VIII. Items of the Treasurer

A. Action Consent Items

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

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

    a) Appropriations Summary Report
    b) Revenue Summary Report
    c) Cash Summary Report
    d) Monthly Financial Update Report

IX. Legislative Update

X. Floor Items

XI. Board Member Items

XII. Executive Session

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

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

1. Appointment
2. Employment ✔
3. Dismissal

4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested)

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

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

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

E. Matters required to be kept confidential by federal law or rules or state statutes

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

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

XIII. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
March 8, 2021

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

A. Diversity and Inclusion Committee: The Wadsworth City School District Diversity and Inclusion Committee will meet on Wednesday, March 17 at 4:00 p.m. via Google Meet (meeting access information is below). You can review past meeting videos and minutes by clicking here.

To join the meeting via video, click the following link:

https://meet.google.com/zxz-daiw-wfv?authuser=0

To join the meeting via telephone, call the following number:

+1 541-626-6163
PIN: 233 323 992#

B. Intradistrict Open Enrollment Process for the 2021-2022 School Year: Intradistrict open enrollment applications for the 2021-2022 school year will be accepted between March 15-31, 2021. To learn more about the process, click here. There will be a meeting on March 8, 2021 at 6:00 p.m. for parent/guardian(s) interested in learning more about the intradistrict open enrollment process. The meeting will be held via Google Meet. You can access the meeting as follows:

To access the meeting via video, click the following link:

https://meet.google.com/kxd-hdrf-sjv?authuser=0

To access the meeting via telephone, call the following number:

+1 724-566-3161
PIN: 196 918 076#

C. Kindergarten Registration for the 2021-2022 School Year: Kindergarten registration for the 2021-2022 school year is open. You can register by clicking here.

VII. Administrative Items

A. Personnel Consent Items

2(a). Amanda Lensvelt: Ms. Lensvelt is being recommended to fill the Classroom/Playground Aide position left open when Ms. Tania Gabhart accepted another position within the district.

2(b). Ljiljana Ignjatovic: Ms. Ignjatovic is being recommended to fill the Classroom Playground Aide position at Valley View Elementary and the Bear Cub Aide position at Overlook Elementary left open when Ms. Holly Mussachia and Ms. Summer Pursley accepted other positions within the district.

4. **Sandra Papp:** In accordance with Ohio Revised Code, Ms. Papp is being recommended to teach one (1) additional semester of Microsoft Word and Microsoft Excel/Access at Wadsworth High School. Ms. Papp has served as a long-term substitute teacher for these classes since October of 2020. If approved, this resolution will allow Ms. Papp to finish teaching the classes for the remainder of the second semester of the 2021-2022 school year.

B. Action Consent Items

3. **Barber & Hoffman Agreement:** The Agreement for the Provision of Limited Professional Services between Barber & Hoffman, Inc. and the Wadsworth City School District Board of Education being recommended for approval will allow Barber & Hoffman to provide consultation on the repair of lintels at our bus garage.

4. **2020-2021 Fourth 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.

   At the October 26, 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 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."

   On December 11, 2020, the OHSAA extended the eligibility provision through the remainder of the 2020-2021 school year.

   At the January 4, 2021 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 third 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 fourth quarter of the 2020-2021 school year*"

At this time, we are recommending that we align our eligibility requirements with the OHSAA requirements and to align the same requirements for all extracurricular activities for the fourth quarter of 2020-2021 school year.

5. **Board of Education Policy Revisions:** The revisions to Wadsworth City School District Board of Education policies being recommended for a first reading are in response to changes in state or federal law or best practices.

6. **Wadsworth Education Association (WEA) Memorandums of Understanding (MOUs):** The WEA MOUs being recommended for approval are as follows:

    a) **Middle School Girls' Track Coaches:** Details the shared responsibilities and the payment provisions for the three (3) middle school girls' track coaches.

    b) **High School Opportunity School Coordinator Extended Hours:** Details the extended hours for the new teaching position at Wadsworth High School.

7. **JourneyEd Terms and Conditions of Use and Privacy Policy:** The JourneyEd Terms and Conditions of Use and Privacy Policy being recommended for approval will allow for the purchase of a software program for our Media Communications program at Wadsworth High School.

8. **Opportunity School Coordinator Job Description:** The Opportunity School Coordinator job description being recommended for approval is for a new position at Wadsworth High School that will begin in the 2021-2022 school year if approved. The Opportunity School Coordinator, a teaching position, will work with students (initially juniors and seniors) who are credit deficient in an effort to get the students to meet our graduation requirements. This position is the first step in meeting our 2021-2025 strategic plan Curriculum/Instruction/Assessment Goal #1:

GOALS	ACTION STEPS	PERSON(S) RESPONSIBLE	TIMELINE
1. Enhance the high school course and support pathway for students who are non-college and non-career technical education bound	1. (A) Review current offerings and support and research offerings and support in other school districts	1. (A)-(B) High school administrative team, high school counselors, teachers and support staff, Director of Professional Development, Director of Instruction and Professional Development, Assistant Superintendent, Superintendent	1. (A) January-February 2021
	1. (B) Create pathway		1. (B) March 2021
	1. (C) Recommend pathway to the Board of Education	1. (C) Superintendent, Board of Education	1. (C) April 2021

9. **Challenge Island Contract for Services:** The Challenge Island Contract for Services being recommended for approval will allow Isham Elementary School students to attend virtual field trips with Challenge Island.

10. **Extension of Current Math Textbooks through the 2021-2022 School Year:** The recommendation to extend our current math textbooks (McGraw Hill and Houghton Mifflin Harcourt) through the 2021-2022 school year is being made because we did not go through the official textbook adoption process, as planned, this school year due restrictions caused by the pandemic. Our goal is to have our textbook adoption committee work through their process next school year, with recommendations made to the board of education in the spring of 2022. There is one (1) additional textbook company that we currently use (Cengage) that we are working through the terms and conditions on for the one (1)-year renewal. Our goal is to recommend the Cengage agreement to the board of education in May of 2021.

EMPLOYMENTS
March 8, 2021

Certified Substitutes

Jonathon Custer, eff. 2/17/2021

Classified Substitutes

Debbie Miller, eff. 2/17/2021

Supplemental Contracts

Brent Brown	Boys' and Girls' Varsity Asst. Track Coach
Charles Hamilton	Assistant WHS Student Council Advisor, eff. 3/1/2021 (prorated)
Bethany Marcum	WMS Girls' Head Track Coach (see MOU)
Amanda Simmons	WMS Girls' Head Track Coach (see MOU)
Michelle Minick	WMS Girls' Head Track Coach (see MOU)
Bethany Marcum	WMS Girls' Asst. Track Coach (see MOU)
Cory Ott	Drama Club Advisor (Gr. K-6)
Kyle Pennington	Asst. Baseball Coach (Volunteer)
Amanda Simmons	WMS Girls' Asst. Track Coach (see MOU)
Michelle Minick	WMS Girls' Asst. Track Coach (see MOU)

Teacher Stipends

Victoria Albanese	ElizabethDavis	RobKarovic	MadisonMonheim	Dennis Schrock
Andrea Allington	KendaDoyle	DeborahKasminsky	MikeMoser	Taylor Schrock
Barbara Arnold	ChelseaDuty	Andrea Kline	AmyMuhl	Phil Seenes
Mary Beth Baxley	CharlesEdwards	Hayley Kowalczyk	Kevin Myers	Matt Shiarla
Elizabeth Beal	Susan Everhart	Jennifer Manos	Laura Nagy	Nate Singleton
Charles Berg	Nikki Farson	AmyLaMonica	Meagan Neumann	Mike Sladky
Ashley Bonenfant	Shawna Flaherty	StephenLuchka	BrandonNolin	Jennifer Sorrent
Andy Booth	Laurie Freund	ValerieMay	EmilyOsting	Lori Stewart
Marlene Bossart	Diana Gorsuch	Sarah McCafferty	Sandra Papp	Kristie Stoll
Anthony Boytim	Julie Gunn	Jodie McInnes	Tallie Paz	Meredith Stratton
Taryn Busson	CharlesHamilton	BreeMcNeill	Emily Pignato	Patricia Swanson
Justine Cianchetti	MattHastings	Andrea Miller	Kelly Rapp	Justin Todd
Barb Crookes	EricHeffinger	MichelleMinick	Lauren Ross	Lisa Wallen (prorated)
Maria Daull	MaxineHeidmann			

Athletic Event Workers

Division I Wrestling Sectional Tournament (2/27/2021 at Wadsworth High School)

Sam Brandenburg, Tournament Manager ($275)
John Gramuglia, Asst. Manager ($100)
Val Dannemiller, Ticket Seller ($100)
Aly Hutton, Ticket Taker ($100)

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: February 8, 2021

The Wadsworth City Board of Education met in Regular Session on Monday, February 8, 2021, 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 (arrived at 7:05 p.m.)
Absent	
Administrators	14
Staff & Visitors	47
Student Liaison	Lauren Claxton

21-02-15 APPROVAL OF BOARD MINUTES

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

Organizational Meeting	January 4, 2021
Regular Meeting	January 4, 2021

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

STUDENT/STAFF RECOGNITION

A. February Students of the Month:

Student	Grade	School
Ava Wapenaar	4	Franklin Elementary
Natalie Gill	4	Isham Elementary
Kyle Grime (January)	4	Isham Elementary
Tyrone Sims	4	Lincoln Elementary
Taylor Green	4	Overlook Elementary
Joshua Garcia	4	Valley View Elementary
Kylee Sommerfeld	5	Central Intermediate
Keira Hutchinson	8	WMS
Jena Cashner	12	WHS Career Technical
Lauren Claxton	12	WHS

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Dr. Hill updated: January 15 Professional Development Day Schedule

B. Dr. Hill updated: Diversity and Inclusion Committee

C. Dr. Hill updated: Potential Central Intermediate School Building Process

D. Dr. Hill announced: Incoming Kindergarten 2021-22 Parent/Guardian Virtual Meeting – Feb. 23, 2021

ADMINISTRATIVE ITEMS

21-02-16 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Personnel Consent Items from the February 8, 2021, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations

a)	Corinne Magensk	Four Cities Compact Salary Exempt Employee	(retire eff. 06/01/21)
b)	Shannon Schrock	Special Education Transition Specialist	(retire eff. 04/01/21)
c)	Elizabeth Beal	School Counselor	(retire eff. 07/01/21)
d)	Tammara Fisher	Non-Teaching Employee (Bear Cub Aide position only)	(eff. 01/15/21)
e)	Jeff Walck	Varsity Volleyball Head Coach (suppl.)	
f)	Jamie Zakikian	Boys Soccer JV Coach (suppl.)	
g)	Anna Lambert	Health Aide	(eff. 02/06/21)
h)	Rachel Fuchs	Non-Teaching Employee	(eff.0 2/06/21)
i)	Kayla Eggeman	Non-Teaching Employee	(eff.0 2/13/21)
j)	Allison Parsons	WHS Student Council Asst. Advisor (suppl.)	(eff.0 2/02/21)

2. Employments

a)	Bibiana Williams	Non-Teaching Employee	(eff. 01/11/21)
b)	Jennifer Stenger	Non-Teaching Employee	(eff. 02/08/21)
c)	Ashley Gozzard	Certified Substitute	(eff. 01/19/21)
d)	Taylor Schrock	Home Instructor	
e)	Allison Pallija	Home Instructor	
f)	Brianna Marks	Certified Substitute	(eff. 02/05/21)
g)	Abbey Martin	Home Instructor	
h)	Beth Beal	Home Instructor	

i) Supplemental Contracts:

Eric England	WMS Boys' Asst. Track Coach
Julie Gunn	Safety Town Education Coordinator
Stacey Hornfeck	WMS Girls' Lacrosse Coach
Matthew Hulme	WMS Boys' Asst. Track Coach
April Jira	Safety Town Director
Debbie Lake	WHS Co-Director Play
Emily Myers	Safety Town Teen Vol. Coordinator
Lindsay Patterson	WHS Co-Director Play
Timothy Yoder	WMS Boys' Head Track Coach

3. Recommendation to approve unpaid leave under FMLA to Andrea Miller from the end of her allowable sick through the 2020-2021 school year.

4. Recommendation to approve unpaid leave for Bruce Corpening from January 4, 2021 through April 12, 2021.

5. Recommendation to approve unpaid leave under FMLA to Heather Gaeckle from the end of her allowable sick leave through March 21, 2021.

6. Recommendation to approve unpaid leave under FMLA to Lisa Wallen from the end of her allowable sick leave through the 2020-2021 school year.

7. Recommendation to approve Jim Gray as a member of the Business Advisory Council.

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

21-02-17 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Stevens**, to adopt the Action Consent Items from the February 8, 2021, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept the following donations:

a)	Jamie & Christina Bosley	$1,000
b)	Ming Jian Si	2007 Mini Cooper
c)	Wadsworth Band Boosters	$1,732
d)	Anonymous	$2,000
e)	Apples for the Students (Giant Eagle)	$ 573
f)	Automation Tool & Die, Inc.	$ 500

2. Recommendation to approve a Contract with Judith Ann Harpley/ Harpley CS, LLC for the period of February 2021 through May 2021. **(ATTACHED)**

3. Recommendation to approve the Production Contract and Standard Addendum to MTI Production Contract License Agreement between MTI and the Wadsworth City School District Board of Education (eff. December 17, 2020). **(ATTACHED)**

4. Recommendation to approve the Licensing Agreement between Playscripts, Inc. and the Wadsworth City School District Board of Education (eff. January 5, 2021). **(ATTACHED)**

5. Recommendation to approve the Terms of Use and Privacy Policy between PrintLab International Ltd. and the Wadsworth City School District Board of Education. **(ATTACHED)**

6. Recommendation to approve the College Credit Plus Memorandum of Understanding by and between The University of Akron and the Wadsworth City School District Board of Education for the 2021-2022 school year. **(ATTACHED)**

7. Recommendation to approve the Memorandum of Understanding for College Credit Plus between Stark State College and the Wadsworth City School District Board of Education for the 2021-2022 school year. **(ATTACHED)**

8. Recommendation to approve the College Credit Plus and MyUniversity Guarantee Memorandum of Understanding between Lorain County Community College and the Wadsworth City School District for the period of July 1, 2021 through June 30, 2022. **(ATTACHED)**

9. Recommendation to approve the College Credit Plus Memorandum of Understanding between Kent State University and the Wadsworth City School District Board of Education for the 2021-2022 school year. **(ATTACHED)**

10. Recommendation to approve the revised Career and Technical Education Career Pathway Compact Counselor job description.

11. Recommendation to approve the 2021 Northeast Ohio Lacrosse Officials Association Assignment Agreement. **(ATTACHED)**

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

13. Recommendation to approve the following Resolution:

    Pursuant to the authority granted in Section 3 of Amended Substitute House Bill 409 of the 133rd General Assembly, signed by Governor DeWine on or about January 7, 2021, the Wadsworth City School District Board of Education authorizes the employment of substitute teachers, as-needed, who do not hold a post-secondary degree, as otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3319.226 and 3319.30, Ohio Administrative Code Section 3301-23-44, and/or Board Policy, provided that all other applicable requirements and procedures, including successful completion of a criminal background check and evidence of a non-renewable temporary substitute teaching license issued by the Ohio Department of Education, have been satisfied.

    This is a temporary resolution of the Wadsworth City School District Board of Education, and the authority granted by this resolution extends from the effective date through June 30, 2021

14. Recommendation to approve the following Tournament Site Availability Agreements and Tournament Site Confirmation Agreements between the Ohio High School Athletic Association and the Wadsworth City School District Board of Education:

    a) Sectional Wrestling on February 27, 2021
    b) Sectional and District Girls' Basketball on February 24, 27 and March 3 and 6, 2021

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

ITEMS OF THE TREASURER

21-02-19 Upon the recommendation of Treasurer Beeman, the motion was made by **Batey**, seconded by **Stevens**, to adopt the Action Consent Items of the Treasurer from the February 8, 2021, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

1. Recommendation to accept the Calendar Year 2020 credit cards rewards report per Board Policy 6423.

2. Recommendation to accept the December 2020 and January 2021 financial reports as presented and subject to audit.

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

LEGISLATIVE UPDATE - GORDON:

- Governor executive order in January reinstated a portion of the cuts to education from to the Pandemic.
- Updated the following bills pending in the legislature:
  - HB 1 Fair School Funding Plan
  - HB 2 Broadband Expansion Program
  - HB 40 State Testing Waiver
  - HB 66 Regarding property tax exemptions and reviews
  - SB 1 Requires students in 9th grade to earn a ½ credit financial literacy

FLOOR ITEMS

LAUREN CLAXTON inquired if the Board of Education if there will be a Senior Prom.

DR. HILL responded that superintendents had a discussion with the Medina County Health Department today and proms were discussed. Mr. Moore indicated we are committed to having something, but we just do not know what it will be. It will be on May 15, 2021.

BOARD MEMBER ITEMS

21-02-19 The motion was made by **Kramer**, seconded by **Stevens**, to adopt the employment contract for Andrew J. Hill, Ed.D., Superintendent for the period of August 1, 2021 through July 31, 2026.

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

L CLAXTON Announced that Student Council is working on school spirit and giving back to the community. Stated that students are appreciative of all the work being done to keep our students in school and keep teachers in the classroom. Congratulated all students participating in athletics and fine arts this season.

KRAMER Congratulated all the winter athletes and student athletes that recently signed letters of intent.

STEVENS Thanked all the students and staff for the letters of appreciation and congratulations of the Students of the Month. Recognized the members of the Diversity and Inclusion Committee for their input.

BATEY Expressed thanks all the students and staff of putting together the letters and posters that are here in Board Office. Thanked all of our school counselors for their fine work meeting the needs of our students and staff during these difficult times.

GORDON Congratulated all the students participating in extracurricular activities this winter. Wished good luck to Four City Compact students as they begin to work on their certifications. Congratulated the WHS Wind Ensemble for their performance at the OMEA conference. Thanked and wished best of luck to Beth Beal on her retirement. Congratulated Lauren Claxton on her Student of the Month recognition.

MCCOMAS Thanked all the students for putting together these messages. Congratulated all the Students of the Month. Mentioned the great job to the principals for presenting their Students of the Month. Wished good luck to winter sports teams as they begin their tournament play.

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 as listed above.

EXECUTIVE SESSION

21-02-20 The motion was made by **Stevens,** seconded by **Batey**, to enter Executive Session at **7:49** p.m.

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

EXECUTIVE SESSION recessed at **9:12** p.m.

ADJOURNMENT

21-02-21 The motion was made by **Batey**, seconded by **McComas**, to adjourn at **9:12** p.m.

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

(Signed)_____
Gary McComas, President

(Attested)_____
Douglas D. Beeman, Treasurer

CONTRACT FOR
Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

District of Attendance

The **Barberton City School** Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the **Wadsworh City School** Board of Education (District of Residence) for educational purposes for the school year of 2020- 2021 .

The **Wadsworth City School** Board of Education (District of Residence) hereby agrees to pay to the Barberton City School Board of Education for each of the listed pupil(s). An amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the **Barberton City School District (District of Attendance),** and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The **Barberton City School** Board of Education (District of Attendance) will include these court placed pupils in their ADM certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	[redacted]	Barberton, OH 44203

Effective Start Date: 9/24/2019

[redacted] 2/15/2021

District of Attendance Superintendent Signature — Date

[redacted] 2/9/2021

District of Attendance Treasurer Signature — Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2020 - 20201

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

(This agreement form was authored by Barber & Hoffman, Inc. and contains adapted excerpts from CASE Document 1-1996;
no part of this document form may be used for other than information purposes without our written consent.)

Side 1

Structural Engineer:
Barber & Hoffman, Inc.
2217 East 9th Street, Suite 350
Cleveland, OH 44115

Client: **Wadsworth City School District**
524 Broad Street
Wadsworth, OH 44281

Attn: **Gabe Tudor**

Phone: **(330) 803-7457**

E-mail: **gtudor@wadsworthschools.org**

Date: February 9, 2021
Proposal No.:
Project No.: **19240B**

Project Name: **Wadsworth City School Bus Garage – Structural Repair of Steel Lintels**
Construction Administration (CA) Services

Location: **Wadsworth, Ohio**

Scope of Services Consultation; issue construction documents for repair of lintels; review contractor bids and provide recommendations; up to four (4) site visits and/or meetings; review shop drawings and technical submittals from Contractor; issue field reports; confirm compliance with design intent.

Fee Arrangement: Hourly billing basis for personnel at rates in effect at the time of services, plus reimbursable expenses (mileage at $0.56 per mile). Estimated fee of $5,500.

Principals $210	Senior Associate $160	Associate $140	Sr. Engineers $120	Engineers $110
Designers $100	Sr. Technicians $90	Technicians $80	Intern Engineer $60	Clerical $65

Special Conditions: Basic scope does not include extraction nor testing of existing materials. Any services beyond above described scope, if requested and authorized by the Client in writing, shall be performed as additional services at our current hourly rates, plus reimbursable expenses at cost.

Offered by BARBER & HOFFMAN, INC.

[redacted]

Jon Leuthaeuser, PE SE
Principal

The terms and conditions on the reverse of this form are part of this Agreement.

BILL TO: _____

_____

_____

Accepted by CLIENT:

_____
Authorized Signature

_____
Printed Name Title

For: Wadsworth City School District

Date: _____

CLIENT: Please return to Barber & Hoffman as soon as possible one fully executed copy of this document.

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

(This agreement form was authored by Barber & Hoffman, Inc. and contains adapted excerpts from CASE Document 1-1996;
no part of this document form may be used for other than information purposes without our written consent.)

Side 2

Terms and Conditions

Barber & Hoffman, Inc. shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, Barber & Hoffman, Inc. ("B&H") will have access to the site for activities necessary for the performance of the services; B&H will take precautions to minimize damage due to these activities. B&H does not include in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an ESTIMATE based upon the **Scope of Services**, and such ESTIMATE shall not be exceeded by more than 10% without written approval of the Client. Where the fee arrangement is on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings and Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due payment when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and B&H may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers, if any stated on Side 1, shall be credited on the final invoice. A service charge of 1.5% (or legal rate) per month on the unpaid balance (compounded) will be billed the Client at B&H's discretion.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If B&H has reason to believe that such a condition may exist, B&H shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If the Client fails to authorize such investigation or correction after due notification, or B&H has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and B&H shall not be responsible for the existing condition nor any resulting damages to persons or property. B&H shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations as stated herein. In the event of termination, the Client shall pay B&H for all services rendered to the date of termination, and all reimbursable expenses that are pre-approved by the client.

Ownership of Documents

All documents produced by B&H under this Agreement remain Barber & Hoffman's property and may not be used for any other endeavor without B&H's written consent.

Dispute Resolution

Any claim or dispute between the Client and B&H shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This Agreement is governed by the laws of the jurisdiction where the work is being performed.

Book	Policy Manual
Section	Vol. 39, No. 2 - January 2021
Title	Vol. 39, No. 2 - January 2021 TEMPORARY EVALUATION CHANGES DURING THE PANDEMIC
Code	3 - Legal Alert
Status	From Neola

Legal Alert

TO: NEOLA Ohio Clients

FROM: Ennis Britton

DATE: January 2021

RE: **Temporary Evaluation Changes During the Pandemic**

The State legislature passed several bills during the spring and fall of 2020 that implemented temporary changes for principal, teacher and school counselor evaluations. The first two (2) bills, House Bill 197 & House Bill 164, were designed to help schools wrap up the 2019-20 school year amid the pandemic. House Bill 404 helped extend the temporary changes into this school year and in a few instances into next year. HB 404 was signed by the governor November, 23, 2020 and became effective immediately as an emergency measure. The following memorandum provides a summary of the changes to each of these evaluation systems.

A. **Brief Extension to Adopt and Implement OTES 2.0 Policies**

Under authority recognized in House Bill 197, the state superintendent granted a brief extension for districts not participating in an OTES 2.0 pilot to adopt an OTES 2.0 policy. The deadline changed from July 1, 2020 to September 1, 2020. HB 164 subsequently authorized a board of education to delay implementation of OTES 2.0 for one (1) year at its discretion. HB 404 language further supported this delay. If your district was a participant in the pilot program or chose to implement 2.0 this year, the district will continue under that system. If your district elected to delay implementation of OTES 2.0, the district will implement the new system next year unless you are operating under a collective bargaining agreement that was in effect as of November 2, 2018, in which case you will not implement 2.0 until the CBA expires.

B. **Authority to Modify Deadlines and Skip Evaluations for Staff**

As the pandemic unfolded in spring 2020, HB 197 permitted boards of education to declare that it was impossible or impracticable to complete evaluations for staff due to the pandemic. This authority effectively exempted boards of education from OTES, OSCES and OPES evaluations if they elected not to complete them. HB 404 further extended the authority to declare evaluations impracticable for the 2020-21 school year. A superintendent was also authorized to extend deadlines for evaluations during the 2019-20 school year only. ODE indicates that an option has been programmed into eTPES and OhioES to report an evaluation exemption. ODE has clarified that the decision to exempt an employee from an evaluation may be made on a case-by-case basis and does not have to be implemented system-wide.

It is important to recognize that the authority to skip evaluations presents school boards with an employment challenge. Each of the bills that granted the authority to skip evaluations expressly declared that a board of education electing not to evaluate staff are not in compliance with nonrenewal procedures. School boards should be extremely cautious about making this decision because it effectively removes a board of education's ability to non-renew a teacher or administrator who was not evaluated. You should consult with legal counsel to explore this decision as well as to discuss any other options that may be available.

C. **Prohibition on Use of Student Data**

House Bill 164 prohibited use of student metrics including value-added data, high quality student data (for OTES 2.0), or any other academic growth data used to measure student learning attributable to a principal or teacher for performance evaluations during the 2020-21 school year. HB 404 extended this prohibition through 2021-22, and also included school counselors evaluated under OSCES. As further support for this action, HB 404 provided express authority for school boards to evaluate principals without student growth measures for the 2019-20 and 2020-21 school years.

This legislative effort means that evaluators will evaluate principals, teachers and school counselors using only the remaining components of each evaluation system. In other words, evaluations will be strictly comprised of performance measures. Evaluators will not include student growth measures (OTES 1.0 and OPES), evidence of student learning (OTES 2.0), or metrics of student outcomes (OSCES) as components in the evaluations. Note that the temporary laws do permit an evaluator to assess how a staff member collects, analyzes and uses student data to inform instruction, practice and programming.

D. **Determining Evaluation Cycle Status for Staff**

HB 164 and HB 404 include language addressing what happens when a teacher does not receive a student growth measure score or was not evaluated at all due to a board declaration that evaluations are impracticable. This language is especially important for districts that permit skilled and teachers to be evaluated every other year and accomplished teachers to be evaluated every three (3) years (commonly referred to as accomplished and skilled exemptions). Districts must carefully determine where these teachers fall in their evaluation cycles for this year, next year, and potentially beyond in light of these temporary changes.

It is important to understand that the language in the bills impact OTES 1.0 teachers differently than OTES 2.0 teachers. If a teacher who is evaluated under OTES 1.0 receives a completed full evaluation in 2020-21, they will either be fully evaluated next year or alternatively will qualify for their first skilled or accomplished "off-cycle" year in 2021-22. However, if the individual was in an "off-cycle" year this year, then they automatically retain the same rating and place in the cycle next year provided that they receive a completed off-cycle evaluation this year. Teachers who are completely exempted by their board of education from evaluations this year or last year retain the same rating and place in the evaluation cycle that they were in when the last full evaluation was completed. Because of the temporary changes, it is possible that some teachers will remain "off-cycle" for up to four full years before being evaluated again. Note that ODE defines a "completed" full evaluation to consist of a growth or improvement plan, two formal observations, at least two walkthroughs, and a final summative conference. A "completed" off-cycle evaluation must consist of a growth or improvement plan, one observation and one conference. A student growth measure may not be used for these evaluations as described above.

Skilled and accomplished teachers evaluated under OTES 2.0 who receive a completed full evaluation this year may advance to an off-cycle year next year (assuming their districts have adopted the skilled and accomplished exemptions). Likewise, teachers who are in an off-cycle year this year and complete an off-cycle evaluation will continue with their regular schedule for next year. If a board declares evaluations impracticable this year, then an OTES 2.0 teacher retains the rating and evaluation cycle that they had at the start of the 2020-21 school year. If they were also exempted in 2019-20, then they remain at the same place that they were at the start of last year.

It is important to work closely with your administrators, teacher unions, and legal counsel to determine how the changes enacted by HB 197, HB 164 and HB 404 might impact current collective bargaining agreements and MOU language. While we all certainly hope that the pandemic will end soon, it is clear that we will continue to tackle its impact on staff evaluations and many other areas for several years to come.

Book	Policy Manual
Section	Vol. 39, No. 2 - January 2021
Title	Vol. 39, No. 2 - January 2021 TEMPORARY RULE CHANGES FOR PRESCHOOL AND CHILD CARE PROGRAMS
Code	4 - Legal Alert
Status	From Neola

Legal Alert

TO: NEOLA Ohio Clients

FROM: Ennis Britton

DATE: January 2021

RE: Temporary Rule Changes for Preschool and Child Care Programs

In August and September 2020, the State Board of Education sought emergency adoption of several regulations pertaining to operation of licensed preschool and school-age childcare programs during the pandemic. The emergency adoption requests were approved by Governor DeWine through issuance of Executive Orders 2020-34D and 2020-36D. The preschool and school-age childcare program rules were already scheduled for a five-year review in 2020 when the pandemic hit. The emergency rule changes were designed to address unique operational challenges during the 2020-21 school year due to the pandemic. Because they were approved as emergency measures, they will only remain in effect for 120 days, absent extensions. They have since been extended for an additional 120 days, and both rules will now expire on April 16, 2021.

It is important to note that school districts must continue to follow the current preschool and childcare program rules in addition to complying with the new temporary emergency rules.

A. **School-Age Childcare Programs**

Rule OAC 3301-32-06.1 was initially approved on August 10th, and amended on September 3rd, 2020. The rule temporarily permits a school district, community school or eligible nonpublic to operate during days or hours in which school-age children are participating in remote learning programs. School-age programs involve the care of children enrolled in kindergarten or above through 14 years of age (or 17 years for students with disabilities). This rule change is designed to make childcare available and accessible for parents who are struggling to find care while school operates in a remote learning model. It remains in effect until the governor rescinds the state of emergency or June 30, 2021, whichever occurs first.

Another key change in the rule was creation of a Temporary Pandemic School-Age Child Care license. This license is available to a school district board of education, a county board of developmental disabilities, an eligible nonpublic school, or a community school that did not already have a license but wanted to provide care to school-age children during the pandemic. An organization that is granted the license is authorized to accept state or federal funds available for childcare providers. Requirements for issuance of the temporary license are listed in Rule 5101:2-12-02.3 – Temporary Pandemic School-Age Child Care Centers, which was adopted by the Ohio Department of Job and Family Services ("ODJFS"). The rule summarizes the application process and places parameters around operations, including when a center may and may not operate. According to the rule, a temporary license remains valid until the governor rescinds the state of emergency or until June 30, 2021, whichever happens first. If the governor rescinds the order before June 30th, the rule clarifies that a temporary license provider must close voluntarily within 10 days or face revocation of the license.

All licensed childcare organizations, including those operating under the temporary license, must also comply with Rules 5101:2-12-02.2 - Transitional Pandemic Requirements for a Licensed Child Care Provider, which was also adopted by ODJFS. The rule specifies that operators must follow all guidelines established by the Ohio Department of Health ("ODH") and/or governor. In addition to the "regular" handwashing procedures that existed before the temporary rules were adopted, providers must also require staff to wash hands before entering a classroom and before leaving for the day. All children are required to wash their hands before leaving for the day as well. Providers may use non-permanent sinks to meet this requirement.

The provider must also ensure that all staff and students are monitored for symptoms of COVID-19, and individuals who appear symptomatic are sent home in accordance with guidelines. All staff and students are required to wear face masks/coverings that cover both the mouth and nose at all times, unless an exception applies. Students aged two or younger may not be required to wear masks. The rule authorizes use of room dividers, subject to approved specifications. Finally, the rule mandates that a provider notify the ODJFS and the ODH by the next business day after learning that a staff member tested positive. Note that the revised version of OAC 3301-32-06.1 declares that the Ohio Department of Education ("ODE") must also be notified about positive cases.

B. **Preschool Programs**

The state board of education emergency rule governing preschool programs is very similar to the for school-age childcare. Rule 3301-37-03.1, which was approved August 10th, declares that any daycare programs including preschools must follow the same ODJFS rule that applies to school-age childcare, 5101:2-12-02.2, while the rule remains in effect. This includes the expectations for staff and child handwashing, daily symptom checks and monitoring, face mask requirements, and COVID-19 reporting requirements as outlined above. In addition to complying with the emergency rules, preschool programs must continue to operate in compliance with existing regulations under OAC Chapter 3301-37 except where those rules differ from the temporary language in the emergency rules. The rule also mandates that the ODJFS, ODE, and ODH be notified of a positive COVID-19 test for staff and students.

For additional information and resources on school-age childcare and preschool programs during the pandemic, ODE has created a resources page. It is available at: http://education.ohio.gov/Topics/Reset-and-Restart/Early-Learning-and-School-Readiness.

Book	Policy Manual
Section	Vol. 39, No. 2 - January 2021
Title	Vol. 39, No. 2 - January 2021 TEMPORARY AND PERMANENT CHANGES TO LICENSURE, QUALIFICATIONS AND STAFF TRAINING
Code	5 - Legal Alert
Status	From Neola

Legal Alert

TO: NEOLA Ohio Clients

FROM: Ennis Britton

DATE: January 2021

RE: Temporary and Permanent Changes to Licensure, Qualifications and Staff Training

The Ohio legislature had a busy lame duck season this past fall. Several bills were recently passed that implement both temporary and permanent changes to licensure and qualifications for certain school employees, as well as staff training requirements. These changes will impact schools in the near future. The following memorandum provides a summary of these changes.

House Bill 409 was signed by the governor on January 8, 2021. The bill allows an individual who does not hold a post-secondary degree to serve as a substitute teacher for the 2020-21 school year only. The individual must meet all other qualifications to be a substitute teacher, including the requirement to complete and pass a background check and be of good moral character. The state board of education is required to issue a temporary license to qualified applicants who meet these standards. HB 409 was passed as an emergency measure and became effective immediately when the governor signed it into law.

Several permanent changes to licensure were implemented by House Bill 442, including licensure requirements for pupil services personnel. The bill was signed by the governor on January 8, 2021 and will become effective in ninety days. Under prior law, pupil services personnel were required to hold dual licenses issued by both a governing licensure board such as the Board of Nursing, Board of Speech-Language Pathology and Audiology, etc., and the state board of education. The dual licensure requirement has made it difficult for school districts to find qualified personnel in some instances. The changes will hopefully provide some additional flexibility to schools that have struggled to find qualified employees such as school nurses.

HB 442 specifically prohibits the state board of education and any public school district from requiring a separate pupil services license that has been issued by the state board of education as a credential for working in a public school. This mandate applies to the following positions:

- Speech language pathologists
- Audiologists
- Registered nurses
- Physical therapists
- Occupational therapists
- Physical therapy assistants
- Occupational therapy assistants
- Social Workers

Rather than require a separate license from the Ohio Department of Education ("ODE"), license holders will instead be required to simply register with the ODE. The registration remains valid for five years. As a condition for registration, an individual is required to submit to a criminal background check. Individuals who wish to substitute or obtain a temporary license for pupil services must register with the ODE as well. To align these changes with state law, the bill repealed the statute that has previously governed substitute pupil services teaching licenses (R.C. §3319.2210).

In addition to changing pupil services licensure requirements, the bill also eliminated the one-year temporary educator license for superintendents and other administrators. This license, previously governed by R.C. §3319.225, was superseded by the alternative administrator license for superintendents, other administrators and principals which is currently available.

HB 442 also modified the resident educator program, reducing the program from four to two years. This change will reduce the length of the resident educator license to two years as well. Finally, HB 442 exempts a career technical teacher with an alternative resident educator license from taking any performance-based assessment. They had previously been exempted from taking the tests that the state board mandated for resident educators.

It is interesting to note that an earlier version of HB 442 included language that would have eliminated licensure requirements for school treasurers and business managers. Industry leaders widely opposed this provision and advocated opposition to the language. These efforts were successful and the language was eventually removed from the final version of the bill.

The licensure changes included in Senate Bill 89 focus specifically on career technical instructors. These changes become effective March 2, 2021. The bill authorizes an individual who holds a substitute career-technical teaching license to teach outside the individual's career field for up to one semester. The bill further declares that an individual who holds an adult education permit may be employed by any district, not just the district that recommended employment at the time the permit was issued. An adult education permit holder may also now work as a substitute teacher in a high school career-technical class that is offered by the instructor's district employer. Additionally, the law indicates that the state board of education must issue renewable 12-hour and 40-hour career-technical teaching permits for individuals who are not licensed teachers. Eligible permit holders must have "significant" career-technical experience related to the teaching subject. Finally, the law requires the state board of education to issue a 40-hour teaching permit to an individual who is teaching a career-technical course in which students may earn an industry-recognized credential at a dropout prevention and recovery community school.

House Bill 123 was signed by the governor in December and becomes effective March 20, 2021. The bill requires building administrators to incorporate a threat assessment plan into the building's emergency management plan. As part of the plan, school buildings must establish a threat assessment team by 2023 for grades 6-12. Team members must receive certification which includes a mandatory training that is completed at least every three years. The board of education and team members receive civil immunity from acts arising out of the member's participation on the team. Districts must continue to provide youth suicide awareness and prevention in-service training to nurses, teachers, counselors, school psychologists, administrators any other designated personnel under R.C. §3319.073. Under a revised version of the law enacted by HB 123, schools may use curriculum that is aligned to the ODE's new training programs or develop its own curriculum in consultation with other public agencies.

Along these lines, the ODE must approve training for suicide awareness, violence prevention and social inclusion. Suicide awareness training must cover the following topics:

- How to instruct school personnel to identify the signs and symptoms of depression, suicide, and self-harm in students;
- How to instruct students to identify the signs and symptoms of depression, suicide, and self-harm in their peers;
- How to identify appropriate mental health services within schools and within larger communities, and when and how to refer youth and their families to those services;
- How to teach students about mental health and depression, warning signs of suicide, and the importance of and processes for seeking help on behalf of self and peers and reporting of these behaviors;
- How to identify observable warning signs and signals of individuals who may be a threat to themselves or others;
- The importance of taking threats seriously and seeking help; and
- How students can report dangerous, violent, threatening, harmful, or potentially harmful activity, including the use of the district's chosen anonymous reporting program.

Social inclusion training must likewise cover these topics:

- What social isolation is and how to identify it in others;
- What social inclusion is and the importance of establishing connections with peers;
- When and how to seek help for peers who may be socially isolated; and
- How to utilize strategies for more social inclusion in classrooms and the school community.

The ODE, in consultation with the Department of Public Safety and the Department of Mental Health will maintain a list of approved training programs on its website. The list must include at least one option in each category that is free/at no-cost to schools.

House Bill 436 was enacted by the legislature and signed by the governor on January 9, 2021. The bill adopted a number of new requirements regarding how schools identify, monitor and provide interventions for students with dyslexia. By 2022-23, districts must establish a multi-sensory structured literacy certification process for k-3 teachers which aligns with a guidebook that will be produced by the newly established Ohio dyslexia committee in collaboration with the ODE. Districts will be required to establish multi-disciplinary teams to administer screenings, analyze results and provide interventions to students. No later than 2023-24, all

kindergarten and first grade teachers including intervention specialists will be required to complete a professional development which is focused on identifying students with dyslexia. By 2024-25, second and third grade teachers will be required to complete the professional development. Finally, by 2025-26, teachers in grades 4-12 will be required to complete the professional development. The Ohio dyslexia committee has been tasked with prescribing the number of clock hours that are required to fulfill the PD requirements, and the ODE is required to maintain a list of approved courses.

Finally, HB 231 which was signed by the governor on January 6, 2021, requires the ODE to notify school districts about any low or no cost programs offering epinephrine auto injection devices, otherwise known as epi-pens. The bill permits districts to provide training to staff about food allergies, signs and symptoms of anaphylaxis, prevention of allergic reactions, management and administration of epinephrine, and follow up reporting requirements. If provided, the training will qualify as an approved activity to fulfill professional development requirements for renewal of educator licenses. As an added layer of liability protection, the bill includes language that declares a school district and any school employees shall not be liable for an act associated with the training as long as individuals are not engaged in willful or wanton misconduct.

Book	Policy Manual
Section	Vol. 39, No. 2 - January 2021
Title	Vol. 39, No. 2 - January 2021 IMPORTANT QUESTIONS ABOUT COVID-19 VACCINATION PROGRAMS
Code	6 - Legal Alert
Status	From Neola

Legal Alert

TO: NEOLA Ohio Clients

FROM: Ennis Britton

DATE: January 2021

RE: Important Questions about COVID-19 Vaccination Programs

On January 7th, 2021, Governor DeWine announced that Ohio teachers and school staff will begin to receive COVID-19 vaccines as early as February 1st. The Ohio Department of Education subsequently published a notice and a form soliciting superintendents to declare their commitment to return to in-person or hybrid learning by March 1st as a condition to receive vaccines.

With the state rollout of COVID-19 vaccinations well underway, school district employers should begin to explore important questions about what the availability of the vaccine might mean for employees and school operations.

Question 1: Should a vaccination program be voluntary or mandatory?

One of the main considerations for employers is whether staff will be required to obtain a vaccination, or alternatively whether vaccines will be completely voluntary. The Equal Employment Opportunity Commission ("EEOC") issued an updated guidance on December 16, 2020 titled What You Should Know about COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws. The guidance appears to support a conclusion that an employer may require staff to obtain a vaccination. However, the EEOC notes that the distribution of vaccines may present implications for a number of federal laws, including the Americas with Disabilities Act ("ADA"), the Rehabilitation Act, GINA and Title VII including the Pregnancy Discrimination Act.

To justify mandating vaccinations, an argument could be made that schools have a business necessity for the requirement, specifically that the vaccinations will play an important role in helping schools to resume and maintain an in-person education program. Certainly, the governor's prioritization of school employees in the vaccination plan demonstrates his focus on resuming K-12 school operations as soon as possible. Public and private organizations across the country including the Centers for Disease Control as well as the Ohio and U.S. Departments of Education have likewise presented data that there is a compelling need to resume educational programs as soon as practicable.

However, school employers who mandate must also anticipate what happens if an employee refuses to be vaccinated. What is an acceptable response? In the event refusal by an employee will result in discipline, districts must be prepared to defend the choice. Schools should also confirm that the employee is not entitled to any type of accommodation (religious or medical) before imposing discipline. This situation may be particularly problematic for staffing and operations if a large number of employees refuse.

The EEOC clarified that an employer may need to grant an exception to a mandatory vaccination requirement as an accommodation for qualified individuals with disabilities under the ADA, unless the employer is able to establish that an unvaccinated employee poses a significant risk of substantial harm to others by not being vaccinated. Accommodations may also need to be made if an employee refuses the vaccine because of a sincerely held religious belief or other another legally protected reason. Districts should train staff who may receive requests for exceptions about how to proceed in order to avoid potential liability.

If an employer requires vaccination, it is recommended that they require documentation. Documentation of vaccinations should be maintained in a confidential file.

We recognize that mandating vaccinations is likely to be a "bridge too far" for most districts, particularly since at the time of this alert, the availability of vaccine doses appears well short of the amount needed to cover all school employees in the first instance. In addition, since most will avail themselves of this protection, the employer's argument for need to mandated vaccinations begins to

weaken as more are vaccinated. It is not insignificant that a number of hospitals – all of whom are at the forefront of fighting the virus – generally do not mandate vaccinations for their staff at this time.

Rather than mandate vaccinations, a school employer may simply elect to make vaccinations voluntary. This decision could result in fewer employees being vaccinated but may reduce the risk of human resource/labor issues and reduce exposure to liability.

To increase participation, employers may consider incentives to encourage and facilitate vaccinations. Employers should discuss this topic with union representation and consider solidifying any program parameters, including any vaccine incentives, in a formal agreement such as a memorandum of understanding. This MOU should be approved by the board of education to support any audit concerns.

Question 2: Who should administer vaccinations?

The EEOC guidance explores how a mandatory or voluntary vaccination program may be governed by the ADA. The ADA permits an employer to require a medical examination if it is job related and consistent with a business necessity. In analyzing a vaccination program, the EEOC concluded that the vaccination itself is not considered a medical examination because the employer is not seeking information about an individual's impairments or current health situation. However, prescreening questions asked by an employer while it administers a vaccination program may elicit information about an employee's disability. Therefore, an employer has the burden of proving that the questions are job related and consistent with a business necessity to comply with the ADA.

Employers are also required to treat any medical information obtained from a disability-related inquiry or medical examination as a confidential medical record. The EEOC further concluded that the ADA restrictions on medical examinations do not apply if the vaccine is given by a third party that does not have a contractual relationship with the employer, such as a pharmacy or health care provider. Further, if an employer offers vaccines to employees on a voluntary basis and the employee is not required to answer prescreening questions, the ADA would also not be implicated.

Question 3: Will vaccines be administered to employees and/or the public on school property?

Another consideration is whether school premises will be used to administer vaccinations. If a school district will be a distribution location, districts will need to consider many logistical elements of administration. For instance, plans should be made about who will administer the vaccines. In some instances, a local health department plans to provide staff for administration. In other counties, health departments may request that school personnel such as school nurses administer them. If school personnel will be used for administration, there may be collective bargaining implications and training needs that must be addressed.

Keep in mind that there are safety considerations to be aware of. Districts should work closely with their local health department, first responders and medical professionals to determine what measures should be taken so that personnel are able to effectively respond in the event that the vaccine triggers a health emergency such as an anaphylactic response. Also note that an employer should be careful to ensure staff do not ask personal questions which may violate federal laws as described above.

Additionally, school districts should discuss liability implications of providing vaccines on campus with their insurance carriers. It is highly recommended that schools discuss vaccine programs with their legal counsel.

Book	Policy Manual
Section	Vol. 39, No. 2 - January 2021
Title	Vol. 39, No. 2 - January 2021 USE OF FACIAL RECOGNITION TECHNOLOGY IN SCHOOL SETTINGS
Code	7 - Legal Alert
Status	From Neola

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

LEGAL ALERT

To: Neola Clients

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

Re: Use of Facial Recognition Technology in School Settings

Date: January 2021

Neola last amended Policy 7440.01 – Video Surveillance and Electronic Monitoring in 2009. As part of the Winter 2021 Update, Neola re-examined Policy 7440.01 to determine whether it needed to be updated given the technological changes that have occurred in the past 10+ years. Upon review, the only recommended changes have to do with the potential use of video-recordings for evaluation purposes associated with individuals working remotely with students (e.g., teachers engaged in remote instruction) or otherwise performing their responsibilities remotely (e.g., through teleworking).

As we reviewed the Policy and analyzed the current state of the law, however, we discovered a significant amount of literature concerning the use of facial recognition technology in school settings. While Neola considered adding language to Policy 7440.01, or developing a separate policy, to address the use of facial recognition technology in schools, ultimately, Neola determined it is premature to add such language or develop such a policy. Nevertheless, there are a number of issues that boards of education should consider when deciding whether to deploy facial recognition technology in their school buildings. Below is an overview of some of the most relevant issues.

To begin, the topic of using facial recognition technology in school settings is particularly timely this year as a number of vendors are marketing products to school districts – under the guise of technology geared to assisting the districts in their efforts to re-open and stay-open during the COVID-19 pandemic – that incorporate or afford the opportunity to deploy facial recognition technology. For example, many districts have invested in products that facilitate the taking of temperatures of a large number of students as they enter the building. What board members may not know, however, is that a number of these products include optional components/features that provide for implementation of facial recognition software. While these features may be left off, it may be tempting to turn them on, thinking the district is getting something "free" from its investment in the temperature-taking products. Standalone facial recognition technology – which has been offered to schools for at least two or three years – has also been pushed in the second half of 2020 as additional funds have been made available both at the federal and state levels to assist school districts in addressing the numerous issues that have arisen because of the pandemic and the ongoing focus on enhancing schools' security.

Before implementing facial recognition technology, a board of education should (1) clearly articulate the reason it is doing so (i.e., the purpose for using it) and (2) be prepared to respond to objections that might arise from individuals who are concerned about the use of such technology in a school setting.

The primary reason many schools state for deploying facial recognition technology is enhanced security. Vendors market the products as a means of verifying only authorized individuals are on school property – i.e., quickly determining whether a person in the building has a criminal background or restraining order that prevents the person from being on school property, or whether students who have been suspended or expelled are impermissibly at school. While many districts in recent years have implemented procedures to check guests' IDs (e.g., driver licenses) before permitting them to enter school buildings, the facial recognition vendors claim that their products automate this process, making it more efficient and adding an additional layer of protection by constantly scanning the faces of the individuals on school property. These vendors also claim their products help

to keep staff and students safe by allowing the administration and security personnel to monitor who is on school grounds. (Whether this is true is up for debate, including whether use of such technology actually serves as a deterrent that will help to reduce the chances of violence occurring on school property.)

Other schools elect to use facial recognition technology for purposes of operational efficiencies; specifically, they use the software as a means of taking attendance, tracking where students are when they are supposed to be in class, and/or as a means of allowing students to pay for meals without having money, with minimal physical interaction (i.e., "touch-less" transactions) and without the district incurring the payroll costs associated with employing cashiers.

With regard to the use of facial recognition technology in the school setting, there are a number of issues that school districts will want to take into consideration before deciding whether to utilize such technology. One of the primary questions that is often raised with respect to facial recognition technology is whether the software might mis-identify certain individuals. Recent research indicates that African Americans, Asian Americans, and women are much more likely to be falsely identified than white men by many of the products on the market. The higher mis-identification rates also apply to children as opposed to adults. Rates of misidentification are important because they heighten the risk that people in those groups that are habitually misidentified may be targeted and subjected to discrimination.

Another area of concern has to do with potential violations of students' privacy rights. Critics of the software complain it goes too far by collecting data on students who have done nothing wrong. Given that schools are increasingly the target of hackers, individuals are also concerned such biometric data could be stolen, which puts students' privacy and identities at risk.

Finally, there is a concern about whether it is appropriate to increase the use what might be seen as a tool of law enforcement in a school setting.

Once the board resolves to its satisfaction the tension between protecting students' physical safety versus their privacy rights, and assesses whether the technology is effective and equitable, the board can finalize its decision to deploy facial recognition technology. At this point it should also articulate for the relevant stakeholders (e.g., staff, parents, students) the rationale its decision. Next, the board will want to thoroughly vet the potential vendors – exercising due diligence in selecting both the vendor and the technology.

Based on some of the potential concerns mentioned above, school boards may want to ask the following questions and/or discussing the following topics with the vendors of the various facial recognition products that they are considering:

A. Has the manufacturer commissioned a third party to test the accuracy of its system, or has it simply tested the product itself, and what are the results of such testing – i.e., how many false positives and how many false negatives are they experiencing. (A false positive consists of identifying someone as a match who is not, and a false negative is when the software fails to identify someone as a match who is). It is particularly important to assess how accurate the system is for children as opposed to adults, women/girls as opposed to men/boys, and persons of color as opposed to whites;

B. Given the outcome the board has identified as the reason for implementing facial recognition technology (see discussion above), the board should inform the vendor of that purpose and ask the vendor to explain how its product will help the district achieve that outcome. The discussion should focus on having the vendor explain why its product is the least intrusive, most effective means of achieving that outcome; and

C. What type of ongoing updating and maintenance is going to be required and who will be responsible for keeping the system up to date (how much work will it entail and what will be the personnel costs of performing such work).

Finally, boards that are exploring the possibility of implementing facial recognition technology in their school buildings may want to wait another year (i.e., until the summer of 2022) to take advantage of a study that is underway in New York to study the efficacy of facial recognition technology. The State of New York recently passed legislation that has temporarily banned facial recognition in schools; as part of the new law that halts the use of biometric identifying technology in schools, the state education department has been ordered to evaluate the privacy implications of such tools – specifically, the education commissioner is tasked with evaluating how accurate the technology is in differentiating individuals of different races, national origins, genders, ages, and other identifying factors; how costly it is; and whether it is effective for school security. Reviewing the outcome of this study may assist the board in determining whether facial recognition technology is right – both financially and otherwise – for their schools.

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists.

Book	Policy Manual
Section	Vol. 39, No. 2 - January 2021
Title	Vol. 39, No. 2 - January 2021 LEGAL ISSUES THAT SCHOOL OFFICIALS AND EMPLOYEES NEED TO BE AWARE OF WHEN USING SOCIAL MEDIA
Code	8 - Legal Alert
Status	From Neola

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

LEGAL ALERT

To: Neola Clients

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

Re: Legal Issues That School Officials and Employees Need To Be Aware Of When Using Social Media

Date: January 2021

A couple of years ago, Neola issued Policy 7544 – Use of Social Media to address the circumstances under which school staff may use social media for work-related purposes. The document, along with the corresponding administrative guideline, expressly recognize that employees may use social media for personal reasons:

> The District neither encourages nor discourages employees' use of social media for personal reasons. The District regulates employees use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication in that regard.

Since the release of Policy 7544, courts have continued to decide cases that recognize limitations or restrictions on school officials' and/or school employees' use of social media and determining when it is appropriate to impose consequences for such conduct.

When may a school official's use of social media be considered a public forum?

In January of 2019, the Fourth Circuit Court of Appeals issued its decision in Davison v. Randall, Case No. 17-2002. Davison involves a claim that a public official violated the First Amendment rights of one of her constituents when she banned the constituent from a Facebook page that she created.

The Defendant, Phyllis Randall, was elected the Chair of the Loudoun County, Virginia, Board of Supervisors ("Loudoun Board") in 2015; the day before she was sworn in, she created the "Chair Phyllis J. Randall" Facebook page ("Chair's Facebook page). She also designated the Chair's Facebook page as a "governmental official" page and listed her County office address and other contact information on it. She further publicized the Chair's Facebook page in her official government newsletter, which was prepared by County employees, hosted on the County's website, and distributed to Loudoun County citizens using Randall's office County email account.

Randall and her Chief of Staff shared administrative control over the Chair's Facebook page, although Randall maintained almost exclusive controls over the page's content. Randall also had a campaign page on Facebook on which she specifically indicated that she wanted to hear from "ANY Loudoun citizen on ANY issue, request, criticism, compliment, or just your thoughts." She further stated she preferred to keep back and forth conversations (as opposed to one-time information items) on the Chair's Facebook page. Randall thus used the Chair's Facebook page to coordinate her communications with her constituents, including providing updates on board meetings and other aspects of Loudoun County business. Randall's posts on the Chair's Facebook page principally addressed her official responsibilities but occasionally included topics that were less closely related to her official duties. Members of the public often "liked" or commented on Randall's posts.

The Plaintiff, Brian Davison, was one of the individuals who often commented on Randall's posts. Many of Davison's comments were critical of the Loudoun Board and Randall based on actions that they or she had taken in their official capacities.

On February 3, 20216, Davison attended a Loudoun Town Hall meeting at which he submitted a question that implied certain School Board members had acted unethically in approving certain financial transactions. During the meeting, Randall answered the question, which prompted Davison to post a message on Twitter that tagged Randall. Following the meeting, Randall published a post on the Chair's Facebook page about the Town Hall meeting in which she described what was generally discussed at the meeting. In response, Davidson used a Facebook page he manages through his personal Facebook profile – "Virginia SGP" – to comment on Randall's post. In his comment, Davison accused some of the board members of "taking kickback money." When she read it, Randall decided to delete the entire post, including her original post, Davison's comment and replies to the comment, and other individuals' comments to her original post. By way of explanation, Randall stated that she had no idea if any of the accusations were correct and so she did not think it was appropriate to keep the content on the Chair's Facebook page.

Randall, however, when a step further and banned Davison's Virginia SGP page from the Chair's Facebook page, which precluded Davison from using his Virginia SGP page to post comments on the Chair's Facebook page. The following day, Randall reconsidered her actions and unbanned Davison's Virginia SGP page. Nevertheless, Davison filed a lawsuit seeking declaratory and injunctive relief against Randall in her official and individual capacities, and the Loudoun Board alleging the removal of his comment and banning his account from the Chair's Facebook page constituted unconstitutional viewpoint discrimination.

After thoroughly analyzing the totality of the circumstances surrounding Randall's creation and administration of the Chair's Facebook page and her banning of Davison from that page, the district court concluded that Randall acted under color of state law and in an impermissible manner. Specifically, the court found that Randall clothed the Chair's Facebook page in the power and prestige of her state office and created and administered the page to perform actual or apparent duties of her office.

Turning to the determinative legal issue – whether Randall engaged in unconstitutional viewpoint discrimination – the Fourth Circuit relied upon the long-established First Amendment principle that governmental entities are "strictly limited" in their ability to regulate private speech in a public forum. Given the lower court's findings that: (1) Randall "intentionally opened" the public comment section of the Chair's Facebook page for public discourse – inviting any Loudoun citizen to make posts to the comment section; (2) the page had an interactive component which Randall she sought to use to engage in a back and forth with her constituents; and (3) Randall placed no restrictions on the public's access to the page or the use of the interactive component of the Chair's Facebook page, the Court concluded that the page constituted a public forum and therefore Randall was prohibited from engaging in viewpoint discrimination when she ran across a comment that was contrary to her own opinion.

Importantly, the Court acknowledged, however, that Randall retained the right to control the content that she posted on the page, including which other pages, personal profiles, and websites to linked to, as such decisions amounted to protected government speech. The Court thus limited its decision of wrongdoing to Randall's conduct associated with removing a constituent's comment to one of her posts and banning Davison from the site because those actions amounted to viewpoint discrimination in violation of the First Amendment.

A few months after Davison was decided, the Fifth Circuit Court of Appeals issued a decision in Robinson v. Hunt County Texas, et al., Case. No. 18-10238. Robinson involves an allegation that the Hunt County Sheriff's Office ("HCSO") engaged in unconstitutional censorship on the HCSO Facebook page. The facts of this case are closely analogous to those in Davison in that the Sheriff's Office maintained a Facebook page that "welcomed" visitors to the "official Hunt County Sheriff's Office Facebook page." The page further stated: "We welcome your input and POSITIVE comments regarding the Hunt County Sheriff's Office." The page's description also stated: "The purpose of this site is to present matters of public interest within Hunt County, Texas. We encourage you to submit comments, but please note that this is NOT a public forum."

On January 18, 2017, the HCSO posted a message on its Facebook page related to an incident the previous day when a North Texas Police Officer was murdered, and the County received several anti-police calls in the office as well as people posting comments degrading or insulting police officers on the HCSO Facebook page. The HCSO responded to those postings by publishing a post that stated: "ANY post filled with foul language, hate speech of all types and comments that are considered inappropriate will be removed and the user banned."

The plaintiff, Deanna Robinson, alleged that the HCSO Facebook page is a public forum and that the HCSO's January 18, 2017 posting reflected a "deliberately overbroad and vague stated procedure and/or policy intended to chill critical, unpopular, or unfavorable speech from the public on the HCSO Facebook page." After seeing the HCSO's January 18, 2017 post, Robinson posted a comment on the HCSO Facebook page criticizing the Office's "policy of deleting and censoring protected speech." Specifically, she stated that "degrading or insulting police officers is not illegal, and in fact has been ruled time and time again, by multiple U.S. courts as protected First Amendment speech" and "just because you consider a comment to be 'inappropriate' doesn't give you the legal right to delete it or ban a private citizen from commenting on this TAX PAYER funded social media site."

Robinson further alleges that shortly after posting the preceding comment the defendants removed her comment and banned her from the HCSO Facebook page. The defendants also allegedly "removed several other public comments that expressed viewpoints critical of the defendants' stated policy of deleting and censoring protected speech, as well as other viewpoints unfavorable to the defendants."

The Fifth Circuit ultimately ruled that the Hunt County Sheriff's Department engaged in viewpoint discrimination in violation of the First Amendment. In issuing its ruling, the Court recognized that "under our Constitution, the public expression of ideas may not be prohibited merely because the ideas themselves are offensive to some of their hearers." Further, "official censorship based on a state actor's subjective judgment that the content of protected speech is offensive or inappropriate is viewpoint discrimination." The Fifth Circuit expressly acknowledged the Fourth Circuit's Davison decision when it determined the HCSO Facebook page was a public forum subject to First Amendment protection. The Court looked to the fact that the HCSO Facebook page invites input in the form of comments regarding the Sheriff's Office which means that any policy involving the deletion of "inappropriate" comments constitutes viewpoint discrimination.

A third federal circuit court issued a decision in 2019 concerning whether a government official operating a social media account that is directly tied to the individual's governmental responsibilities opens a public forum for which the government official may not ban individuals from participating in the interactive components of the platform. On July 9, 2019, the Second Circuit Court of Appeals issued its decision in Knight First Amendment Institute at Columbia University, et. al., v. Trump, Case No. 18-1691. This case involved seven individuals who are social media users who were blocked from accessing and interacting with President Trump's Twitter account because they expressed views he disliked. The Second Circuit reviewed and affirmed a decision of the District Court of the Southern District of New York that found that "the interactive space" in the President's account is a public forum and that excluding a user from that space was unconstitutional viewpoint discrimination.

The salient issues cited by the Court in Knight First Amendment Institute involved the President's decision to use Twitter to conduct official business and interact with the public. The parties stipulated to the material facts in the case: (1) So long as President Trump is in office his personal social media account is not a private social media account given the way he uses it; (2) The account was one of the White House's main vehicles for conducting official business and both the President and his aides characterized tweets from the account as official statements of the President; (3) The National Archives concluded that the President's tweets are official records; (4) As a result of being blocked, the individual plaintiffs were burdened in their ability to view or directly reply to the President's tweets and to participate in the common threads associated with the President's tweets; and (5) The reason the President blocked the individual users was because they posted tweets that criticized him or his policies.

The Court ultimately ruled the "First Amendment does not permit a public official who utilizes a social media account for all manner of official purposes to exclude persons from an otherwise-open online dialogue because they expressed views with which the official disagrees." In rendering its decision, the Court describes in great detail how Twitter operates and how both the account owner as well as followers of a specific social media account are able to respond to messages, republish messages of others, and convey approval or acknowledgment of another's message by liking a message.

The dispute, in this case, focused exclusively on the President's use of the blocking function. After describing the impact on the seven users of the President's decision to block their access to his official account, the Court found that such conduct imposes an impermissible burden on the plaintiffs and constituted viewpoint-based discrimination in violation of the First Amendment.

Both the District Court and the Circuit Court held that the "interactive space" associated with each tweet constituted a public forum for First Amendment purposes because it was a forum "in which other users may directly interact with the content of the tweets by "replying to, retweeting or liking the tweet." The Second Circuit found that the President acts in his official capacity when he both tweets and when he blocks those who disagree with him. The Second Circuit looked to both Davison and Robinson for support for the legal proposition that it is impermissible to block disfavored voices from an interactive feature of a social media account when the social media account is operated by a public official as a governmental account. The Court emphasized the account was intentionally open for public discussion when the President repeatedly used the account as an official vehicle for governance and made its interactive features accessible to the public without limitation. As such he created a public forum and viewpoint discrimination is prohibited.

The preceding cases are relevant to both board members who maintain social media accounts that they use primarily for purposes associated with being a board member as well as school officials who operate school social media accounts.

With regard to board members, while Policy 7544 does not expressly address their use of social media, the preceding cases impose limitations on how they use their social media accounts. To begin, it is permissible for a board member to select a social media platform that allows the board member to publish posts but does not permit members of the public to post comments to their postings – i.e., a board member does not have to offer an online interactive means for constituents to engage with the member.

On the other hand, if a board member chooses to use a social media platform that provides for public comment to posts if the board member uses the account either entirely or principally for purposes of communicating with the board member's constituents concerning his/her conduct associated with being a board member, there is a strong argument that the board member should refrain from deleting or otherwise altering comments, which do not run afoul of the social media platforms terms of service.

Additionally, a board member is permitted to maintain a private social media account on which he/she occasionally posts about his/her governmental official responsibilities, without opening a public forum. However, if the board member later decides to

use the account as a principal means of communicating with constituents the account may transform into a public forum in which case the board member would be prohibited from engaging in viewpoint discrimination.

Further, nothing herein would prevent a board member, as part of setting up an account, to delineate the topics the board member intends to use the account to address (i.e., limiting the account to specific topics). Then, so long as the board member does not discriminate based on a viewpoint associated with a post on a permitted topic, the board member could delete or remove comments that are "not on topic." The key is for the board member to clearly spell out the terms under which the board member is operating the limited purpose public forum.

Likewise, with respect to government employees who are operating official school social media accounts, again if they elect to use a platform such as Facebook, Twitter or Instagram that allows for individuals to post comments associated with official posts from the district – while an account can be limited to specific topics – once the permitted topics are defined, so long as the person posting a comment stays within the scope of the permitted topics – the school is prohibited from deleting or removing such content and comments. To do otherwise the school would be engaging in impermissible viewpoint discrimination in violation of the First Amendment.

When can a school employee's private use of social media result in disciplinary action by the board of education?

Another area where school employees often experience trouble associated with the use of social media is when they use a private social media account as a form of personal expression, but the resulting speech impacts the employees' ability to fulfill their responsibilities as public employees or cause the employer to question their fitness to hold a position of responsibility in a public-school setting.

Last fall, the Sixth Circuit Court of Appeals (which has jurisdiction over Ohio) issued a significant decision – *Bennett v. Metropolitan Government of Nashville & Davidson County, Tennessee,* Case No. 19-5818 (Oct. 6, 2020) – on this topic. Specifically, the Court considered whether "a public employee's use of a racial slur when discussing politics on Facebook is sufficiently protected by the First Amendment to outweigh a government agency's interest in having an efficient workplace and effectively serving the public."

Bennett arose when the plaintiff was terminated from her position at the Emergency Communication Center ("ECC") of the Metropolitan Government of Nashville ("Metro") for a Facebook comment she made the night of the 2016 presidential election. Specifically, Bennett replied to another person's comment using some of the commenter's words, including some racially charged language. Several employees and a member of the public complained to the ECC leadership and the Mayor's office. Ultimately, the Metro officials determined that Bennett violated three Civil Service Rules and terminated her from her position. She then sued Metro for retaliation under the First Amendment. While Bennett prevailed at the district court level, the Sixth Circuit reversed the district court's decision and remanded the case for further proceedings.

The Plaintiff, Bennett, had been employed by Metro for approximately 16 years. On the evening of November 8. 2016 – Election Day – Bennett anxiously awaited the results of the presidential election hoping for a win for the candidate she supported, Donald Trump. Late that evening she made a Facebook post from her public facing Facebook profile of an image of an electoral map revealing Trump as the winner. Shortly thereafter she received a notification from a person she did not know who had commented on her post, writing that "Redneck states voted for Trump, niggaz and latinos states voted for Hillary." Bennett replied, "Thank god we have more America loving rednecks. Red spread across all America. Even niggaz and latinos voted for trump too!"

The following morning, Bennett received a notification from a friend who commented on her post and indicated that she found it offensive. Bennett replied to that comment and then there were several other comments demonstrating offense to Bennett's use of the racial slur. Eventually, Bennett deleted the entire Facebook post.

That same day, Ms. Bennett's Facebook comment became an issue at the ECC office. Initially, the Department of Human Resources received complaints about her post and later an individual in the Mayor's office reported that people found her public post "racially offensive" and "degrading" towards both African Americans and Caucasians. As the Department of HR investigated the matter, it learned that Bennett not only identified herself as a Metro employee in her Facebook profile but also as an ECC employee and a Metro Police Department employee. The Department of HR quickly became concerned about the potential impact Bennett's use of racially charged language could have on the workforce and determined that they needed to speak with Bennett. Throughout the day the Department received additional complaints, including comments from the chief union steward indicating that she had also received multiple complaints both in person and over text messages from individuals complaining about Bennett's comment and the use of the racial slur. The union steward also conveyed to her supervisor that she was shocked, hurt, and disgusted by Bennett's post.

Following an investigation – which included an opportunity for Ms. Bennett to explain her comment at a hearing – the Department determined to terminate her employment due to her violation of Civil Service Rules as well as her lack of remorse about the language she used (she failed to acknowledge that it was an issue).

When Neola developed Policy 7544, it intentionally included a statement that makes clear that ordinarily schools are not concerned with monitoring or regulating the private speech of its employees on their personal social media accounts. However, Policy 7544 advises that depending on the nature of the social media posting there could in fact be an impact on an employee's job if the administration determines the employee engaged in an inappropriate communication.

The trial court in Bennett applied the balancing test outlined in the U.S. Supreme Court's Pickering v. Board of Education decision to determine whether there were grounds for the public employer to impose disciplinary consequences for the employee's private speech. As you may recall, after Neola issued Policy 7544, it published a Toolkit to assist districts in developing their district-specific documents. As part of the Toolkit there is a discussion of a handful of leading cases that address the circumstances under which a public employer may discipline a public employee for his/her private speech without violating the First Amendment.

To determine whether a public employee violated the First Amendment, the Sixth Circuit Court of Appeals applied the two-step analysis laid out in Connick v. Myers. That analysis requires a court to first determine whether the statement in question constitutes speech as a matter of public concern. If it does, the court then applies the Pickering balancing test to determine whether the plaintiff's interest in commenting on matters of public concern "outweighs the interest of Metro, an employer, in promoting efficiency of the public services it performs through its employees." In Bennett's situation, the Court easily determined that Ms. Bennett's speech was protected, but then turned its attention to analyzing the degree of protection the speech warrants, which is determined by the level of importance the speech has in the community. In considering the context of the speech for which Metro fired Bennett, the Court agreed with Metro's contention that while the statement in question was political in nature, it was not "purely political" and thus it was not entitled to the heightened level of protection the district court had granted it.

Ultimately, the Sixth Circuit Court of Appeals determined Bennett's speech was not entitled to the highest rung of protected speech. The Court reached this conclusion because the testimony and facts in the case established that Ms. Bennett was fired because of her use of a racial slur, her lack of regret for doing so, and the disruption it caused, not because of the political nature of her original post. The Court, while recognizing that the speech in question was couched in terms of political debate, made in response to another post in which she was repeating back the words of another person, and the plaintiff used a more casual version of an offensive slur, the speech nevertheless did not warrant the higher level of protection that the district court assigned to it. Consequently, the balancing test required less of a showing of disruption and other factors than the district court required (in Connick, the Supreme Court held that the greater the extent to which the speech involves a public concern, the stronger the viewing of disruption necessary).

In the case of Bennett's Facebook post, the evidence of disruption caused by her language was substantial. Using the Pickering test, courts look to whether the employee's free speech interest outweighs the efficiency interest of the government employer; pertinent considerations for the balancing test are whether the statement impairs discipline by superiors or harmony among coworkers, has a detrimental impact on close working relationships for which for which personal loyalty and confidence are necessary, impedes the performance of a speaker's duties or interferes with the regular operation of the enterprise, or undermines the employer's mission. In other words, courts recognize that avoiding interference with the functioning of the government office can be a strong state interest.

In Bennett, the Court had no difficulty determining that the harmony of the office was disrupted; as evidence, the Court looked to the fact that the employer needed to bring in a counselor to address the office and that Bennett's lack of display of remorse and recognition that there was a problem with regard to her conduct caused the situation to be fraught with conflict if she was to be returned to her work environment. The Court also emphasized that Bennett's public comments disturbed the ECC because they displayed racial bias without a disclaimer that the views were hers alone. Here, the Court considered that where a government employee's job quintessentially involves public contact, the government may consider the public's perception of that employee's expressive act in determining whether those acts are disruptive to the government's operations along with considering that a part of a public servant's job is to "safeguard the public's opinion of them." The Court found that even the threat of deteriorated community trust grants greater discretion to the employer.

The Court, in Bennett, also found material the fact that the plaintiff violated three Civil Service Rules and those violations served as evidence that she had engaged in conduct that was a disruption to the office environment. Because of evidence of sufficient disruption, the Pickering balance test moved toward the employer. As a result, the Court upheld the decision to terminate her.

Bennett is particularly relevant to teachers and school administrators; in particular, it is critical that such school employees understand that there are limits to their First Amendment rights of free speech as pertains to speech they engage in on private social media accounts, which are openly available to the public to view. In particular, even when they engage in political speech, if they use highly offensive racial slurs their employer may determine the private speech that is publicly available serves to undermine their authority and position as a role model for young people, resulting in the board of education acting to terminate the individual's employment or otherwise disciplining the employee for speech that in other situations – i.e., if they were not employed in a position of public trust – the public employer would not be able to discipline the employee for, without violating the First Amendment.

Given the heated rhetoric that has been evident this school year in matters related to the presidential election and other political topics, it is important for both employees and employers to recognize the limits on each of their roles when it comes to employees engaging in private speech utilizing a public social media account and that the employee's First Amendment rights are not without limitation and therefore they need to exercise appropriate judgment in order not to either disrupt their work environment or otherwise damage their standing with the students and families that are entrusted to their care during the school day.

Another point of interest with respect to the Bennett case is the Court's commentary that if Ms. Bennett's profile had been "private" (i.e., only accessible to "friends" and not generally accessible) or if she had not indicated she worked for a specific public employer, Metro's argument for terminating her may not have been as strong and her private speech rights might have insulated her from the discipline that ultimately was imposed; however, given that she clearly identified herself as a Metro employee and her comments were publicly available and served to discredit the ECC, and she did not have any type of disclaimer on her website page indicating that the views were hers and hers alone, and she did nothing to distance herself from her employment by a public employer, those factors all contributed to its determination that it was appropriate for her employer to recognize that there is an interest of a governmental entity in preserving the appearance of impartiality which Ms. Bennett violated by using a highly offensive racial slur.

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists.

Book	Policy Manual
Section	Vol. 39, No. 2 - January 2021
Title	Vol. 39, No. 2 - January 2021 OVERVIEW
Code	1-OVERVIEW
Status	From Neola

UPDATE

VOLUME 39 NUMBER 2

January 2021

OVERVIEW AND COMMENTS

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

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

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

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

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

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

Your Neola Associate will contact you in the near future to schedule an appointment to review this update and ensure you are current on this and previous updates. As the Update "season" gets underway, Neola recommends the following options for accessing comprehensive policy services through your Neola Associate:

A. Schedule an appointment date/time to review the update or policy templates in a telephone conference.

B. Schedule an appointment date/time to review the update or policy templates via virtual meeting, such as Google Meeting or other electronic options.

C. Schedule/reschedule update or drafting visits for a later time.

While "in-person" consultation sessions are the preferred method for Neola Update "visits", the means by which you and your Neola associate accomplish this review should be mutually determined based on availability and level of comfort with the consultation

process. Overall, health and safety are the primary concerns. Your Neola associate will be in contact with you soon to discuss these options with you.

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

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

Processing Update Materials

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

District-Specific Material

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

A. Materials from the District's existing materials that the District requests be incorporated during the drafting process;

B. New materials that the District develops in their entirety and exclusive of Neola; and

C. Revisions or deletions that substantively depart from Neola's templates.

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

Social Media (Policy/AG 7544) Revisited

In January 2019 a collection of policies were prepared by a team of twenty-two (22) lawyers, IT experts and Neola staff to provide Districts with a means to establish controls that govern the use of social media in their District. These policies and related documents were released in the Volume 37 Number 2 (Social Media) update in January 2019 along with a toolkit for use with these policies in Volume 38 Number 1 (Social Media Toolkit) in August 2019.

Although regulating an employee's personal use of social media is possible only in the narrowest of circumstances, establishing rules about employees' use of social media as it relates to communication regarding the business of the District is something that schools can, and in Neola's judgment, can do and should do.

Three existing policies were also suggested for revision in the Social Media Special Update. A comprehensive definition of "social media" was added to Bylaw 0100 Definitions and the definition of "apps and services" was revised as well. Additionally, revisions were proposed for Policy 7540 Technology to replace the previous definition of "social media" and finally, revisions to Policy 7540.04 Staff Technology Acceptable Use and Safety so that the language is current and compliant with the new social media policy.

While the suggested revisions were put in place before a global pandemic pushed Districts to utilize on-line learning platforms and more virtual methods of engagement with students, parents, and the community, such use makes consideration of these materials even more important today.

Although the new and revised policies have been thoughtfully prepared and reviewed by Neola's legal counsel for statutory compliance, each District must decide what specific language to include in its own unique policy collection.

It is highly recommended that at this juncture the District reevaluate the materials in the updates referenced above that are still available on each District's BoardDocs platform. While much thought will be necessary to consider these new materials and revised policies each District should take the time necessary to be sure that there is adequate policy guidance provided for current use of social media technology and applications.

In the next update, Neola will revisit Policy 5722 – School Sponsored Publications and Productions and issue a revised document and toolkit. The social media policy materials issued in January 2019 played a large role in the development of the revised Policy 5722 materials.

Therefore, it is highly recommended that at this juncture the District reevaluate the materials in the update from January 2019 that is still available on each District's BoardDocs platform and consider the District and school level application of these technologies.

Notice Regarding Legal Accuracy

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

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

Reminders

A. Ohio's minimum wage increased to $8.80 per hour, effective January 1, 2021, for non-tipped employees. For "employees" under the age of 16, the state minimum wage matches the Federal minimum wage of $7.25 per hour. This rate is adjusted annually based on the U.S. Consumer Price Index.

B. The Internal Revenue Service (IRS) issued Notice 2020-279 which provides the 2021 mileage rate at 56 cents per mile for business travel (1.5 less than 2020 rate).

C. The U.S. Department of Labor maintains regulatory authority over State and local government employers, including public school districts. Note that the following Federal laws have poster requirements which apply to school districts (no federal or federally-assisted contracts or subcontracts):

    1. The Employee Polygraph Protection Act (EPPA)
    2. The Fair Labor Standards Act (FLSA) Minimum Wage Notification
    3. The Family and Medical Leave Act (FMLA)
    4. Uniformed Services Employment and Reemployment Rights Act (USERRA)
    5. Occupational Safety and Health Act (Workplace Safety)
    6. Whistleblower Protections

    In addition, certain organizations may be required to display posters that can only be obtained from DOL's Office of Workers' Compensation Programs (OWCP). More information on these posters is available. Links to all Federal employment posters are always available on the Poster Page as are answers to frequently asked questions. Note that school districts with federal or federally-assisted contracts or subcontracts may have additional requirements.

Legal Alerts

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

3. Temporary Evaluation Changes during the Pandemic
4. Temporary Rule Changes for Preschool and Child Care Programs
5. Temporary and Permanent Changes to Licensure, Qualifications, and Staff Training
6. Important Questions about COVID-19 Vaccination Programs

7. Use of Facial Recognition Technology in School Settings

8. Legal Issues That School Officials and Employees Need To Be Aware of When Using Social Media

BYLAWS AND POLICIES

Policy 2240 - Controversial Issues (Revised)

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

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

Policy 2260.01 – Section 504/ADA Prohibition Against Discrimination Based on Disability (Revised)

Policy #2260.01 places particular emphasis on protections for students who are identified under Section 504 and ADA, including accessibility to qualified individuals with regard to facilities, programs and activities according to federal law. Revisions to this policy are based on recent Office for Civil Rights (OCR) investigations and reviews of compliance issues, particularly related to vocational education/Career-Technical education programs with particular emphasis on vocational education.

These revisions should be adopted and implemented in order to maintain compliance under Section 504 and ADA.

Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities (Revised)

This policy has been revised to reflect the recognized definition of "Rape" as of January 2021, deleting the original reference to the definition required by the Clery Act at the time of the release of the regulations in May 2020. The revised definition is that provided by the National Incident-Based Reporting System (NIBRS). Also, there is a suggested revision in the Appeals section of the policy. While the current regulation does not specifically address the implementation of remedies during the appeals process, it seems to be inappropriate to impose disciplinary sanctions while an appeal is pending.

These revisions are recommended for adoption.

Policy 6144 - Investments (Revised)

This policy has been further revised to include the provisions of H.B. 251, to increase from five to ten years the maturity period of certain political subdivision's bonds and obligations eligible for investment of a district's interim monies. Only certain investments are eligible for up to a ten-year maturity period; most investments are limited to a five-year maturity period.

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

Policy 6146 – Post-Issuance Compliance for Tax-Exempt and Tax-Advantaged Obligations (Revised)

This policy (and corresponding administrative guideline), originally released in 2012 as "upon request", is included for clients in response to audit questions. The new policy was not widely adopted by Ohio districts at that time and, therefore, may not be need to be revised or considered at this time unless there is a need for such financing guidance.

Revisions to this policy (and guideline) are a result of the U. S. Securities and Exchange Commission's (SEC's) Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative").

These revisions are recommended for consideration and adoption, if needed.

Policy 6220 – Budget Preparation (Revised)

This policy has been revised and retitled based on client requests for language dealing with budget reserve provisions. The Neola template has included language allowing for such budget restrictions. This revision expands such an option.

This revision expands options to consider regarding budget reserve provisions.

Policy 6600 – Deposit of Public Funds: Cash Collection Points (Revised)

Revisions to this policy are based on client requests in response to audit questions. The revision provides direction regarding discrepancies at cash collection points. Further language was added to prohibit cash-back payment for check or credit card overpayments.

These revisions are recommended for consideration and adoption.

Policy 7440.01 – Video Surveillance and Electronic Monitoring (Revised)

Due to the significant increase in the use of virtual/on-line learning, this policy has been revised to allow a District to use prerecorded lessons or observations of on-line or virtual learning sessions as part of an employee's evaluation, in accordance with a collective bargaining agreement or Memorandum of Understanding approved by the Board.

These revisions are provided to enable expanded use of technology monitoring for appropriate purposes.

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

This policy (new in August 2020) is revised to reflect the changes in recommended exemptions enacted by the Ohio Department of Health (ODH) and the Center for Disease Control and Prevention (CDC) in September 2020. The guidance and content of this revised policy may be included in the District's Restart/Reopening plan for the 2020-21 school year. The policy provides coverage for students, district employees, and volunteers/visitors.

This revised policy is not currently required by statute or regulation, however is provided for district consideration.

Policy 8500 – Food Services (Revised)

This policy has been revised to add the emphasis being sought by the United States Department of Agriculture (USDA) to prohibit stigmatizing students who lack the funds to pay for their meal or with unpaid meal charges.

This revision is recommended for adoption.

Policy 8510 - Wellness (Revised)

Revisions to this policy reflect updated requirements for evaluation and review of district wellness policies (at least every three years) and the updated regulations issued by the U.S. Department of Agriculture (USDA). These regulations provide the basis for USDA review and monitoring of district compliance with the Health and Hunger-Free Kids Act. WELLSAT:3.0 is the assessment tool widely used to audit school wellness policies.

These revisions reflect the updated USDA regulations and are recommended for adoption.

ADMINISTRATIVE GUIDELINES

AG 6146 – Post-Issuance Compliance for Tax-Exempt and Tax-Advantaged Obligations (Revised)

See note on Policy 6146.

AG 8500D – Procedure for the Collection and Payment for Charged Meals (Revised)

See note on Policy 8500.

COMMENTS

Reviewing Board Minutes

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

Book	Policy Manual
Section	EDGAR Revisions - January 2021
Title	EDGAR Revisions OVERVIEW
Code	1 - OVERVIEW
Status	From Neola

Neola, Inc.

OVERVIEW AND COMMENTS

In December 2014, the U.S. Department of Education (ED) released the newly updated Education Department General Administrative Regulations (EDGAR). This major rewrite of the regulations was issued after nearly 40 years of very little change in the compliance measures that federally funded programs must meet. The regulations covered the application process, financial management, procurement, inventory management, time and effort accountability, cost allowability, record retention, and program oversight.

The Office of Management and Budget (OMB) has now revised sections of OMB Guidance for Grants and Agreements, also known as Uniform Grant Guidance (UGG). Proposed changes to 2 C.F.R Part 200 were published in the Federal Register in January 2020, comments closed on March 23, 2020, and Final Revisions were published in August 2020. Despite the intervening pandemic, OMB released its final revisions to the Uniform Grants Guidance (2 CFR Part 200) right on schedule! The revisions continue the OMB's push for results-oriented accountability for grants, significantly rewrite the sections on procurement, and attempt to clarify prior requirements, including provisions related to period of performance and indirect costs. The revised rules are effective November 12, 2020.

These revisions reflect changes outlined in the President's Management Agenda (PMA). This guidance is intended to focus on improved stewardship and ensuring that the American people are receiving value for funds spent on grant programs. The revisions are limited in scope to support implementation of statutory requirements, alignment of these provisions with other Federal requirements, and clarification of existing requirements to minimize risk in financial transactions.

These new regulations will require some revision to current policies. The greatest focus, however, will continue to be on compliant written procedures relative to many of the financial and program management functions. These procedures will necessarily be district-specific, providing a clear picture of how these functions are carried out in the District.

Neola has conducted a thorough review of policy and administrative guidelines templates and will be providing appropriate revisions and additions in this special update and in future updates to assist districts in meeting compliance standards put forth by EDGAR. Policy documents in this special update – EDGAR 2.0 (OH) - have been reviewed by Brustein & Manasevit, PLLC Attorneys at Law and by Ennis Britton Co., L.P.A. for consistency with Federal and State law, respectively.

Significant work, however, will be necessary for each district to draft the required procedures for a variety of functions. Neola will, upon request, process and post districts' procedures/manuals as electronic links to provide for convenient flow from policy to administrative guidelines to district procedure.

The update includes the following documents:

- **Policy 6114 - Cost Principles - Spending Federal Funds (Revised - October 2020)**
- **Policy 6325 - Procurement - Federal Grants/Funds (Revised - October 2020)**
- **Policy 7450 - Property Inventory (Revised)**
- **Policy 7455 - Accounting System for Capital Assets (Revised)**

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

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

Book	Policy Manual
Section	Nondiscrimination/Anti-Harassment Policies Update - January 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 OVERVIEW
Code	1 - OVERVIEW
Status	From Neola

Neola, Inc.

OVERVIEW AND COMMENTS

These policies have been revised to reflect changes in terminology and definitions, terms, and processes that are consistent with the latest regulations released by the United States Department of Education (USDOE), specifically Title IX regulations released in May 2020 (effective August 2020).

While these revisions are substantially technical in nature, they should be considered as policy revisions. It may be easier to work in the Neola revised template for these policies. In accepting revised language, it is important to consider options and district-specific information contained in current District versions of the policies, such as:

- **( )** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment. (1662/3362/4362)
- Name and contact information for Compliance Officers.
- Location of Postings.
- Designation of Superintendent or Board as final decision.
- Options regarding Investigatory Records.

Your Neola associate is ready to assist you in processing and adopting these revisions.

The update includes the following documents:

- **Policy 1422/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)**
- **Policy 1623/3123/4123 - Section 504/ADA Prohibition Against Disability Discrimination Based in Employment (Revised)**
- **Policy 1662/3362/4362 - Anti-Harassment (Revised)**

- **Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity (Revised)**
- **Policy 5517 - Anti-Harassment (Revised)**

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

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

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po1422
Status	
Adopted	October 14, 2013
Last Revised	November 19, 2018

1422 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

Definitions:

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

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

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

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

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

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

~~**DRAFTING [NOTE: Neola suggests the Board School Districts are advised toappoint both a male and a female CO in order to provide complainants Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]**~~

~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

_____
~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( )on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972,~~ Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **(**X**-)** Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. ~~[END OF OPTION]~~ A copy of each of the Acts and regulations on which this notice is available upon request from the CO.~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level ~~employee or~~ official who receives such a report ~~complaint~~ shall file it with the CO ~~( ) at his/her first convenience ( )~~ within two (2) ~~school~~ days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~

employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reportscomplaints of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or receive reports that are initially filed with another Board employee.visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation) Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. any person who files a complaint. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employeeComplainant within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 1422 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have beenAny employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of thehis/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouragedshould make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stopstop quickly inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation.believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutuallyparties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

The ComplainantEmployees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who participate inseek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community andagainst a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safean individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the Respondent thatperson who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The Complainantcomplaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainantindividuals when taking this initial step or to intervene on behalf of the individual if requested to do so. A ComplainantAn individual who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may fileinform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), such as sexual discrimination, the CO may advise against the use of the informal complaint process.

~~An individual who believes s/he has been unlawfully discriminated/retaliated against~~A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant~~employees who believe they are being unlawfully discriminated/retaliated against~~ with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, ~~individual claiming unlawful discrimination/retaliation,~~ informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate ~~his/her~~ concerns to the Respondent.~~person who allegedly engaged in the discriminatory/retaliatory behavior.~~

B. Distributing a copy of Policy 1422 - Non-Discrimination and Equal Employment Opportunity ~~a reminder~~ to the individuals in the school building or office where the Respondent~~individual whose behavior is being questioned~~ works.

C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who are~~ dissatisfied with~~ the results of~~ the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party ~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,~~individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

A Complainant~~An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"),~~ may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District official~~ level employee~~. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District official~~ level employee~~, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent.~~person who allegedly engaged in the misconduct.~~ In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal~~individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Non-Discrimination and Equal Employment Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant.~~Complainant has been subjected to unlawful discrimination/retaliation.~~ The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. ~~(~~ ~~)~~ The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a written~~final~~ decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent~~Complainant was subjected to unlawful discrimination/retaliation, she/he~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, and effective, and tailored to the specific situation.

~~**[ ] The decision of the Superintendent shall be final.**~~

~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~his/her~~ receipt of the Superintendent's~~ final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

~~**[END OF OPTIONS]**~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties~~Complainant~~ may be represented, at their~~his/her~~ own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies. ~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).~~

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided ~~s/he learns and/or provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate.

All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive ~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent, ~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~**( )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~**( )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged Respondentperpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing; copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

R.C. 4112.01, 4112.02

A.C. 3301-35-03(A)

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

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

34 C.F.R. Part 110 (7/27/93)

42 U.S.C., 2000e, et seq., Civil Rights Act of 1964

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

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po1623
Status	
Adopted	October 14, 2013

1623 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

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

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

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

Compliance Officer(s)

The Board designates the following individual(s) to serve as the District's 504 Compliance Officer(s)/ADA Coordinator(s) (hereinafter referred to as the "District Compliance Officer(s)").

~~**DRAFTING [NOTE: Neola suggests the Board appointSchool Districts may want to consider appointing both a male and a female District Compliance Officer in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. Additionally, by appointing two (2) District Compliance Officers, there should always be a Compliance Officer available to investigate a claim that pertains to the other Compliance Officer.]**~~

~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The District Compliance Officer(s) ~~( ) is~~ **(X)** are ~~**[END OF OPTION]**~~ responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Compliance Officer(s).

The District Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below.

Training

The District Compliance Officer(s) will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officer(s) will be published on the District's website and posted throughout the District, and includedpublished in the District's recruitment statements or general information publications.

Complaint Procedures

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

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

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

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

Internal Complaint Procedure

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

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

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

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10) ~~work~~ days. If no decision is rendered within ten (10)~~work~~ days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

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

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

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

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the Cecomplainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint

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

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~
Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

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Legal
29 C.F.R. Part 1630
29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended
34 C.F.R. Part 104
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised ANTI-HARASSMENT
Code	po1662
Status	
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Last Revised	November 19, 2018

1662 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as Third Parties~~third parties~~, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

~~For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

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

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

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

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any~~either~~ gender against a person of the same or another~~opposite~~ gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffiti, videos~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably ~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; **(**X~~-~~**)** obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Giving unwelcome personal gifts such as lingerie that suggests the desire for a romantic relationship.

J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

N. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

O. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

~~**[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in Ohio Revised Code 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]**~~

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabiling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

~~Neola suggests appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]the BoardDRAFTING NOTE:[~~

~~(Name)~~

Director of Student Services

(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the District's web site ~~and:)(~~

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public~~

C. ~~( ) in the School District's calendar.~~

D. ~~( ) _____.~~

The Compliance Officer(s) ~~)(is~~ **(** X**)** are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community~~, which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment.~~at his/her first convenience.~~

Members of the School District community ~~or third parties~~ and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party ~~third party~~ are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the~~one of the Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide the Principal ~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~**Anti-Harassment Compliance Officers**~~

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

~~**[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]**~~

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

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

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

~~The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.~~
~~Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.~~
~~Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.~~

Investigation and Complaint Procedure (See Form 1662 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any~~Any~~ employee or other member of the School District community or Third Party~~third party~~ (e.g., visitor to the District) who believes that they have~~s/he has~~ been subjected to unlawful harassment or retaliation may seek resolution of the~~his/her~~ complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.~~either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation, was substantiated are set forth below.~~

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The ~~informal and formal~~ procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") and/or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to ~~investigate and~~ facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation.~~third party who believes s/he has been unlawfully harassed or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.~~and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.~~

The Complainant~~Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against~~ may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complainants involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.~~However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.~~

As an initial course of action, if a Complainant feels comfortable and safe in ~~an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing~~harasser that the~~ conduct is ~~unwelcome~~ inappropriate and must stop. ~~Such direct communication should not be utilized in circumstances involving sexual violence.~~ The Complainant~~complaining individual~~ should address the allegedly harassing conduct as

soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant~~individual~~ if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file~~inform the harasser of his/her complaint is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant~~An individual who believes s/he has been unlawfully harassed~~ may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below~~ on his/her own~~, or appoint another individual to facilitate an informal resolution.

The Board's~~School District's~~ informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant~~individual claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate the unwelcome nature of the behavior to the Respondent~~alleged harasser~~.

B. Distributing a copy of this~~the anti-harassment~~ policy as a reminder to the individuals in the school building or office where the Respondent works or attends.~~individual whose behavior is being questioned works or attends.~~

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.~~

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer~~/ or~~ designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who are~~ dissatisfied with the ~~results of the~~ informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process,~~if the individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

The Complainant~~An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant",~~ may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District official~~employee~~. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official~~employee~~, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer~~ or designee~~ within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~ it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent~~alleged harasser~~. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/~~ or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~( ) A~~ The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies ~~and/or administrative guidelines~~, including the Board's Anti-Harassment Policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer/~~ or a~~ designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances.~~, including the ages and maturity levels of those involved.~~ In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. ~~( )~~ The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/~~ or the~~ designee, the Superintendent must either issue a ~~final~~ written decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a~~ final~~ written decision as described above.

~~[ ] The decision of the Superintendent shall be final.~~

~~OR~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~ his/her~~ receipt of the Superintendent's ~~final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each~~ concerned~~ party within ten (10) business days of this meeting. The decision of the Board will be final.

~~[END OF OPTIONS]~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party~~third party~~ alleging the unlawful harassment/retaliation pursues

the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer/~~or his/her~~ designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter~~, including the ages and maturity levels of those involved~~. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person from making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanction/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a

designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent,~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~**( )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~**( )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~**( )** copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~

R. ~~**( )** copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

R.C. 4112.02

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

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

29 U.S.C. 6101, The Age Discrimination Act of 1975

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

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

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

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Book	Policy Manual
Section	Ready for Production April 2021
Title	Vol. 39, No. 2 - January 2021 Revised CONTROVERSIAL ISSUES
Code	po2240
Status	
Adopted	November 19, 2007
Last Revised	May 13, 2019

2240 - **CONTROVERSIAL ISSUES**

The Board of Education believes that the consideration of controversial issues has a legitimate place in the instructional program of the schools.

[X] Properly introduced and conducted, the consideration of such issues can help students learn to identify important issues, explore fully and fairly all sides of an issue, weigh carefully the values and factors involved, and develop techniques for formulating and evaluating positions.

For purposes of this policy, a controversial issue is a topic

(X) on which opposing points of view have been promulgated by responsible opinion.

(X) likely to arouse both support and opposition in the community.

The Board will permit the introduction and proper educational use of controversial issues provided that their use in the instructional program:

A. **(X)** is related to the instructional goals of the course of study and level of maturity of the students;

B. **(X)** does not tend to indoctrinate or persuade students to a particular point of view;

C. **(X)** encourages open-mindedness and is conducted in a spirit of scholarly inquiry.

Controversial issues related to the program may be initiated by the students themselves provided they are presented in the ordinary course of classroom instruction and it is not substantially disruptive to the educational setting.

Controversial issues may not be initiated by a source outside the schools unless prior approval has been given by the principal.

When controversial issues have not been specified in the course of study, the Board will permit the instructional use of only those issues which

(X-) have been approved by the Superintendent.

(X) who shall report periodically such approval to the Board for their review.

( ) ~~have been approved by the~~
~~**( )** principal.~~
~~**( )** department head.~~

~~**[ ]** In the discussion of any issue, a teacher may express a personal opinion, but shall identify it as such, and must not express such an opinion for the purpose of persuading students to his/her point of view.~~

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

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

The Board also recognizes that a course of study or certain instructional materials may contain content and/or activities that some parents find objectionable. If after careful, personal review of the program lessons and/or materials, a parent indicates to the school that either the content or activities conflicts with his/her religious beliefs or value system, the school will honor a written request for his/her child to be excused from a particular class for specified reasons. The student, however, will not be excused from participating in the course and will be provided alternate learning activities during times of such parent requested absences.

~~The Superintendent shall develop administrative guidelines for dealing with controversial issues and with parental concerns about program content or the use of particular materials.~~

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Legal R.C. 3313.601

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Code	po2260
Status	
Adopted	November 19, 2007
Last Revised	November 19, 2018

2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship and/or personal sense of self-worth. As such, the Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or ~~trans~~gender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities.

The Board also does not discriminate on the basis of Protected Classes in its employment policies and practices as they relate to students, and does not tolerate harassment of any kind.

Equal educational opportunities shall be available to all students, without regard to the Protected Classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

In order to achieve the aforesaid goal, the Superintendent shall:

A. **Curriculum Content**

review current and proposed courses of study and textbooks to detect any bias based upon the Protected Classes; ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc. toward the development of human society;

B. **Staff Training**

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the Protected Classes in all aspects of the program;

C. **Student Access**

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;

2. verify that facilities are made available, in accordance with Board Policy 7510 - Use of District Premises, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

D. **District Support**

verify that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. **Student Evaluation**

verify that tests, procedures, and guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the Protected Classes.

Definitions:

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

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

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

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

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

~~**[NOTE: Neola suggests the BoardSchool Districts are advised to appoint both a male and a female CO in order to provide Ccomplainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination that pertains to the other CO.]**~~

_____
~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

_____
~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the parent/student and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972,~~ Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination Act of 1975 is provided to students, their parents, staff members, and the general public. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education. ~~In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis (see AG 2260F).~~

The Board is committed to educating (or providing for the education of) each qualified person with a disability with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the Board operates a separate class or facility that is identifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

In addition, the Superintendent shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis (see AG 2260F). The Superintendent is responsible for verifying that a concentration of students who are Limited English Proficient (LEP) in one (1) or more programs is not the result of discrimination.

Reports and Complaints of Unlawful Discrimination and Retaliation

Students and Board employees are required, and all other members of the School District community and T~~t~~hird P~~p~~arties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO ~~( ) at his/her first convenience ( )~~ within two (2) ~~school~~ days.

Members of the School District community, which includes students or T~~t~~hird P~~p~~arties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's ~~complaining individual's~~ employment or participation in educational or extra-

curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a Protected Class, the Principal shall report the act to one of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports~~complaints~~ of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or receive reports that are initially filed with another Board employee.~~visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation),~~complaint either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation),~~ or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent.~~any person who files a complaint.~~ In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2)~~business~~ days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO/~~ or~~designee must contact the Complainant~~student~~, if age eighteen (18) or older, or the Complainant's~~student's~~ parents/guardians if the Complainant~~student~~ is under the age eighteen (18), within two (2)~~ school~~ days to advise ~~s/he/them~~ of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, any student who alleges to have been~~Any student who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged~~should make every effort~~ to file a complaint within thirty (30) ~~calendar~~days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Cleveland Office of the OCR can be reached at 1350 Euclid Avenue, Suite 325, Cleveland, Ohio 44115; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov/ocr.

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly~~quickly~~ stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful discrimination or retaliation. ~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the Complainant and the Respondent mutually~~parties (the alleged target of the discrimination and individual(s) alleged to have engaged in the discrimination)~~ agree to participate in it.

The Complainant~~Students who believe that they have been unlawfully discriminated/retaliated against~~ may proceed immediately to the formal complaint process and individuals who participate in~~seek resolution through~~ the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adults when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the

inappropriate conduct may file~~inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination),~~, such as sexual discrimination,~~ the CO may advise against the use of the informal complaint process.

As an initial course of action, if a Complainant feels comfortable and safe ~~student feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing ~~person who engaged in the allegedly discriminatory/retaliatory~~ conduct ~~that it~~ is ~~inappropriate~~ unwelcome and must stop. The Complainant ~~complaining individual~~ should address the ~~alleged~~ allegedly harassing~~misconduct~~ conduct as soon after it occurs as possible. The ~~COs~~Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant ~~individual~~ if requested to do so. ~~An individual~~ A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file ~~inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment~~discrimination~~, such as sexual~~discrimination,~~ harassment the ~~CO~~Compliance Officer may advise against the use of the informal complaint process.

~~A student who believes s/he has been unlawfully discriminated/retaliated against~~A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator in the school the student attends; 2) to the Superintendent or other District-level employee; and/or 3) directly to one of the COs.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant~~students who believe they are being unlawfully discriminated/retaliated against~~ with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the Complainant's wishes,~~wishes of the student claiming unlawful discrimination/retaliation,~~ informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~student~~ about how to communicate ~~his/her~~ concerns to the Respondent~~person who allegedly engaged in the discriminatory/retaliatory behavior~~.

B. Distributing a copy of Policy 2260 - Non-Discrimination and Access to Equal Educational Opportunity ~~as a reminder~~ to the individuals in the school building or office where the Respondent~~individual whose behavior is being questioned~~ works or attends.

C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the student claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who are~~ dissatisfied with ~~the results of~~ the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,~~student elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

The Complainant~~A student who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant")~~ may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District official~~employee~~ at the student's school, the CO, Superintendent, or another District official~~employee~~ who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs. If a Complainant informs a teacher, Principal, or other District official~~employee~~ at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent.~~person alleged to have engaged in the misconduct.~~ In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation. ~~( )~~ The~~A~~ Principal will not conduct an investigation unless directed to do so by the CO.

Simultaneously, the CO will inform the Respondent that a formal~~individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent") that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Non-Discrimination and Access to Equal Educational Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant.~~Complainant has been subjected to unlawful discrimination/retaliation.~~ The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if unlawful discrimination or retaliation occurred, a preponderance of evidence standard will be used. ~~( )~~ The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or designee, the Superintendent must either issue a written~~final~~ decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent~~Complainant was subjected to unlawful discrimination/retaliation, she/he~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

~~[ ] The decision of the Superintendent shall be final.~~
~~OR~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~his/her~~ receipt of the Superintendent's ~~final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties~~Complainant~~ may be represented, at their~~his/her~~ own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.
~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a Complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).~~

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided~~s/he learns and/or provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation, which may include, but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent,~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks~~ or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~**( )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~**( )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~**( )** copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~**( )** copies of any notices sent to the Complainant and the Respondentcomplainant and alleged perpetrator in advance of any interview, meeting, or hearing;~~

R. ~~**( )** copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.complainant or the alleged perpetrator.~~

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

These investigative records and materials created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

A.C. 3301-35-02(A)

R.C. 3301.0711, 3302.01, 3302.03, 3313.61, 3313.611, 3313.612, 3317.03

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

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

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

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

29 C.F.R. Part 1635

34 C.F.R. Part 110 (7/27/93)

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979

Book	Policy Manual
Section	Ready for Production April 2021
Title	Vol. 39, No. 2 - January 2021 Revised SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY
Code	po2260.01
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

2260.01 - **SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY**

Pursuant to Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1990, as amended ("ADA"), and the implementing regulations (collectively "Section 504/ADA"), no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Board of Education does not discriminate in admission or access to, or participation or treatment in its programs or activities. As such, the Board's policies and practices will not discriminate against students with disabilities and the Board will make its facilities, programs, and activities accessible to qualified individuals with disabilities.~~will make accessible to qualified individuals with disabilities its facilities, programs, and activities.~~ No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the District.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

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

With respect to public preschool, elementary and secondary educational services, a qualified person with a disability means a disabled person:

A. who is of an age during which nondisabled persons are provided educational services;

B. who is of any age during which it is mandatory under Ohio law to provide educational services to disabled persons; or

C. to whom the State is required to provide a free appropriate public education pursuant to the Individuals with Disabilities Education Improvement Act (IDEIA).

With respect to vocational education services, a qualified person with a disability means a person with a disability~~disabled person~~ who meets the academic and technical standards requisite to admission or participation in the vocational program or activity. The Board will not deny a student with disabilities access to its vocational education programs or courses due to architectural and/or equipment barriers, or because the student needs related aids or services to receive an appropriate education.

Compliance Officer(s)

The Board designates the following individual(s) to serve as the District's 504 Compliance Officer(s)/ADA Coordinator(s) (hereinafter referred to as the "District Compliance Officer(s)".

~~**DRAFTING [NOTE: School Districts may want to consider appointing Neola suggests the Board appoint both a male and a female District Compliance Officer in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. Additionally, by appointing two (2) District Compliance Officers, there should always be a Compliance Officer available to investigate a claim that pertains to the other Compliance Officer.]**~~

_____
~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, Ohio 44281
(Office Address)

_____
~~(E-mail Address)~~

_____
~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the parent/student and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

Building Directors shall serve as Building Section 504/ADA Compliance Officer(s) ("Building Compliance Officers").

The District Compliance Officer(s) ~~( ) is~~ **(X)** are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the ADA. A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Compliance Officer.

The District Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below. The Board will further establish and implement a system of procedural safeguards in accordance with Section 504, including the right to an impartial due process hearing. See AG 2260.01B.

Training

The District Compliance Officer(s) will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities. This includes, but is not limited to, providing accommodations to parents with disabilities who desire access to their child's educational program or meetings pertinent thereto. Programs and activities will be designed and scheduled so that the location and nature of the facility or area will not deny a student with a disability the opportunity to participate on the same basis as students without disabilities.

Education

The Board is committed to identifying, evaluating, and providing a free appropriate public education (FAPE) to students within its jurisdiction who have a physical or mental impairment that substantially limits one or more major life activities, regardless of the nature or severity of their disabilities.

An appropriate education may include regular or special education and related aids and services to accommodate the unique needs of students with disabilities. For students with disabilities~~disabled students~~ who are not eligible for specially designed instruction under the IDEIA, the special education and related aids and services (including accommodations/modifications/interventions) they need in order to have their needs met as adequately as the needs of nondisabled students are met, shall be delineated, along with their placement, in a Section 504 Plan (Form 2260.01A F13). Parents/guardians/custodians ("parents") are invited and encouraged to participate fully in the evaluation process and development of a Section 504 Plan. The quality of education services provided to students with disabilities will be equal to the quality of services provided to students without disabilities.

The Board is committed to educating (or providing for the education of) each qualified person with a disability who resides within the District with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the District places a person in a setting other than the regular educational environment, it shall take into account the proximity of the alternate setting to the person's home. If the Board operates a separate class or facility that is identifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

The Board will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Non-academic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to persons with disabilities, and employment of students. In providing or arranging for the provision of meals and recess periods, and non-academic and extracurricular services and activities, including those listed above, the District will verify that persons with disabilities participate with persons without disabilities in such services and activities to the maximum extent appropriate.

Notice

Notice of the Board's policy on nondiscrimination in education practices and the identity of the District's Compliance Officer(s) will be published on the District's website and posted throughout the District and included~~published~~ in the District's recruitment statements or general information publications.

Complaint Procedures

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

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), parents and students will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, students and their parents will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights. Finally, students and parents will be advised of their right to request a due process hearing before an Impartial Hearing Officer (IHO) regarding the identification, evaluation or educational placement of persons with disabilities, and their right to examine relevant education records.

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

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

Internal Complaint Procedures

An internal complaint may be filed by a student and/or parent. A student and/or parent may initiate the internal complaint procedure when s/he/they believe that a violation, misapplication or misinterpretation of Section 504 has occurred. Additionally, the following procedure may be used for any disagreement with respect to actions regarding the identification, evaluation, or educational program or placement of students who are identified as disabled or believed to be disabled pursuant to Section 504, and are not eligible under the IDEIA, except in the case of disciplinary actions where the provisions of the Student Code of Conduct apply. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights or requesting a due process hearing.

Step 1

Investigation by the Building Compliance Officer: A student or parent may initiate an investigation by filing a written internal complaint with the Building Compliance Officer. The complaint should fully describe the circumstances giving rise to the dispute and how the child is adversely affected. The complaint must be filed as soon as possible, but not longer than thirty (30) ~~calendar~~ days after disclosure of the facts giving rise to the complaint. The Building Compliance Officer shall conduct an impartial investigation of the complaint. As part of the investigation, the Building Compliance Officer shall permit the complainant to present witnesses and other evidence in support of the complaint. The investigation shall be completed within fifteen (15) ~~school~~ days of the written complaint being filed. The Building Compliance Officer will notify the complainant in writing of his/her decision.

Step 2

Appeal to the District Compliance Officer: If the complaint is not resolved satisfactorily at Step 1, the student or parent may appeal the Building Compliance Officer's decision in writing to the District Compliance Officer. The appeal must be made within five (5) ~~school~~ days following receipt of the Building Compliance Officer's decision. The District Compliance Officer will review the case, may conduct an informal hearing, and will notify all parties in writing of his/her decision within ten (10) ~~school~~ days of receiving the appeal.

Step 3

If the complaint is not resolved satisfactorily at Step 2, the student or parent may request a due process hearing, provided the complaint involves an issue related to the identification, evaluation, or placement of the student.

If it is determined that the Complainant was subjected to unlawful discrimination, the Building and District Compliance Officers~~COs~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint

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

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Except in extraordinary circumstances, the OCR does not review the result of individual placement and other educational decisions, so long as the District complies with the "process" requirements of Subpart D of Section 504.

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

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Legal
29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended
34 C.F.R. Part 104
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Book	Policy Manual
Section	Ready for Production April 2021
Title	Vol. 39, No. 2 - January 2021 Revised NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	
Adopted	August 10, 2020

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

Introduction

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

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

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

Coverage

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

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

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

Definitions

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

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

A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);

B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

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

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

~~**[ ] [OPTION 1]** Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included. **[END OF OPTION 1]**~~

~~**[ ] [OPTION 2]**~~ *Rape* is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genita or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. ~~**[END OF OPTION 2]**~~

2. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

3. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.

4. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

5. Incest is nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.

6. Statutory Rape is nonforcible sexual intercourse with a person who is under the statutory age of consent as defined by State law.

7. Consent refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent. ~~**[DRAFTING NOTE: The Title IX regulations do not require the Board to adopt a particular definition of "consent," but it is advisable to adopt a definition because "consent" is an element of each of the first four terms listed above. Since there are a number of different definitions of consent from which to choose, the Board should consult its local legal counsel concerning selecting a specific definition of consent that represents its position on the topic; the investigator(s) and decision-maker(s) will then uniformly apply the adopted definition.]**~~

8. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep. ~~**[DRAFTING NOTE: Depending on the definition of "consent" that the Board adopts, it may be necessary to define "incapacitated" in the policy. If it is not defined in the policy, it should certainly be defined in the Administrative Guideline; even if defined in the policy, the Administrative Guideline provides an opportunity to expand on the concept of "consent" and what the Board means by the term "incapacitated."]**~~

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

1. a current or former spouse or intimate partner of the victim;

2. a person with whom the victim shares a child in common;

3. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;

4. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or

5. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title IX Coordinator(s)

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

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

_____
~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

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

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

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

~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

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

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

at: http://go.boarddocs.com/oh/wadsoh/Board.nsf/goto?open&id=BTCPJZ63C4B6 ~~[insert the web address at which Policy 2266 can be found; or insert a hyperlink tied to the title of the policy]~~ The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

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

Grievance Process and Procedures

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

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

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

Report of Sexual Discrimination/Harassment

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

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

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

The Board does business with various vendors, contractors, and other ~~third parties~~Third Parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or ~~third party~~Third Party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or ~~third party's~~Third Party's access to school grounds for any

reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or ~~third party~~Third Party irrespective of any process or outcome under this policy.

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

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

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

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

When a report of Sexual Harassment is made, the Title IX Coordinator shall promptly (i.e., within two (2) days ~~**DRAFTING NOTE: The regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days".]**~~ of the Title IX Coordinator's receipt of the report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under 18 years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

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

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

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

Formal Complaint of Sexual Harassment

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

process and procedures with respect to that Formal Complaint. **[DRAFTING NOTE: If the Superintendent is the Title IX Coordinator, substitute "Board President" in place of "Superintendent" in the preceding sentence.]**

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

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

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

Timeline

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

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

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

A. Notice of the Board's grievance process, including any informal resolution processes;

B. Notice of the allegations of misconduct that potentially constitutes Sexual Harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:

1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.

3. inform the parties of any provision in the Student Code of Conduct **(X)**, this policy, ~~( ) and/or Employee/Administrator Handbook~~ ~~**[DRAFTING NOTE: While the Title IX regulations only reference "code of conduct" Neola suggests that the Board reference other applicable documents that expressly prohibit an individual from making false statements or knowingly submitting false information as part of the grievance process]**~~ that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

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

Dismissal of a Formal Complaint

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

A. would not constitute Sexual Harassment (as defined in this policy) even if proved;

B. did not occur in the District's education program or activity; or

C. did not occur against a person in the United States.

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

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

A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;

B. the Respondent is no longer enrolled in the District or employed by the Board; or

C. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

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

Consolidation of Formal Complaints

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

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

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

Informal Resolution Process

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

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

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

A. the allegations;

B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and

C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

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

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

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

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

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

Investigation of a Formal Complaint of Sexual Harassment

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

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

~~**[DRAFTING NOTE: Neola suggests the Board adopts the "preponderance of the evidence standard." The preponderance of the evidence standard is an equitable standard of proof and the legal standard by which most civil lawsuits, including civil rights claims, are adjudicated in the United States. This standard requires the decision-maker(s) to**~~

~~**determine that there is a greater than fifty percent (50%) likelihood (i.e., it is more probable/likely than not) that the Respondent engaged in the alleged Sexual Harassment. The "clear and convincing evidence standard," on the other hand, is a higher standard of evidence, in which the District would need to show to the decision-maker(s) that the truth of the allegations is highly probable (i.e., that the contention is substantially more likely to be true than untrue). Some argue that using the clear and convincing standard may skew the playing field toward the Respondent by enhancing protection for the Respondent at the expense of the Complainant. The same standard of evidence must be applied for Formal Complaints against students as is applied to Formal Complaints against employees, and the same standard of evidence must be used for all Formal Complaints of Sexual Harassment.]**~~

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

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

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

A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and

B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.

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

_____

_____

_____

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

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

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

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

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

Prior to completion of the investigative report, the ~~**( )** investigator~~ **(X)** Title IX Coordinator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative

report. ~~**[DRAFTING NOTE: The Board should select the following option if it provides for a hearing before the decision-maker] ( )** The District will make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.~~

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

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

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

Determination of Responsibility

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

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

[X] OPTION 1

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

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

~~**[END OF OPTION 1]**~~
~~**[ ] OPTION 2**~~
~~After the investigator sends the investigative report to the parties and the decision-maker(s), and prior to the decision-maker(s) issuing a determination of responsibility, the decision-maker(s) **( )** may **( )** will conduct a hearing.~~
~~**[DRAFTING NOTE: Select Option A or Option B. If the Board selects "may," it should select Option A; if it selects "will," it should select Option B.]**~~

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

~~**[ ] Option B**~~
~~The hearing will proceed as follows:~~
~~**[END OF OPTION B]**~~
~~**[DRAFTING NOTE: Select Option C or Option D or Option E; Neola suggests Option C]**~~

~~**[ ] Option C**~~

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

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

~~**[END OF OPTION C]**~~

~~**[ ] Option D**~~

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

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

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

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

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

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

~~**[END OF OPTION D]**~~

~~**[ ] Option E**~~

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

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

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

~~**[END OF OPTION E]**~~

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

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

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

~~**[END OF OPTION 2]**~~

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

The written determination will include the following content:

A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;

B. a description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence, ~~( ) and hearings held~~; ~~**[DRAFTING NOTE: The Board should only select this option if it permits hearings.]**~~

C. findings of fact supporting the determination;

D. conclusions regarding the application of the applicable code of conduct to the facts;

E. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s), and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and

F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

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

A. Informal Discipline

1. **(X)** writing assignments;
2. **(X)** changing of seating or location:
3. **(X)** pre-school, **(X)** lunchtime, **(X)** after-school detention;
4. **(X-)** in-school discipline;
5. **(X)** Saturday school;

B. Formal Discipline

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

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students, Policy 5601.01 – Permanent Exclusion of Nondisabled Students, Policy 5610.02 – In-School Discipline, Policy 5610.03 – Emergency Removal of Students, Policy 5610.04 – Suspension of Bus Riding/Transportation Privileges, Policy 5610.05 – Prohibition

from Extra-Curricular Activities, and Policy 5611 – Due Process Rights. Discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

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

A. **(X-)** oral or written warning;

B. **(X)** written reprimands;

C. **(X)** performance improvement plan;

D. ~~**( ) required counseling;**~~

E. **(X)** required training or education;

F. ~~**( ) demotion;**~~

G. ~~**( ) suspension with pay;**~~

H. suspension without pay;

I. termination, and any other sanction authorized by any applicable Employee/Administrator Handbook and/or collective bargaining agreement.

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

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

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

A. **(X)** oral or written warning;

B. **(X)** suspension or termination/cancellation of the Board's contract with the ~~third party~~Third-Party vendor or contractor;

C. ~~**( ) mandatory monitoring of the third-party**~~Third-Party ~~**while on school property and/or while working/interacting with students;**~~

D. **(X)** restriction/prohibition on the ~~third-party's~~Third Party's ability to be on school property; and

E. any combination of the same.

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

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

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

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

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

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

Appeal

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

A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);

B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

~~**[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.]**~~

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

E. ~~**( )** _____~~

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

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within ___three__ (_3__) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein. ~~**[DRAFTING NOTE: If the Board indicated above an intent to ordinarily complete the grievance process, including any appeal, within sixty (60) days of receipt of the Formal Complaint, Neola suggests that the deadline for submitting a written appeal be set at "within ( ) three (3) ( ) five (5) days" of the appealing party's receipt of the decision-makers(s') determination of responsibility.]**~~

Nothing herein shall prevent the Superintendent from implementing appropriate remedies, however, excluding~~imposing any remedy, including~~ disciplinary sanction, while the appeal is pending.

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

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

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

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

~~**[OPTION 2]** The parties' written statements in support of, or challenging, the determination of responsibility must be submitted within _____ days after the Title IX Coordinator provides notice to the non-appealing party of the appeal. **[END OF OPTION 2]**~~
~~**[OPTION 3]** The appealing party's written statement must be submitted within _____ days after the Title IX Coordinator receives notice of the appeal. The other party's written statement must be submitted within _____ days after the Title IX Coordinator provides that party a copy of the appealing party's written statement. **( )** The appealing party will have ____ days to submit a rebuttal to the~~

~~other party's written statement.~~ **~~[DRAFTING NOTE: Neola does not suggest that the Board select this extra option.] [END OF OPTION 3]~~**

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

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

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

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

Retaliation

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

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

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

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

Confidentiality

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

Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

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

Training

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

A. the definition of Sexual Harassment (as that term is used in this policy);

B. the scope of the District's education program or activity;

C. how to conduct an investigation and implement the grievance process ~~**( )** that includes hearings, **[DRAFTING NOTE: Select this option if the Board permits hearings.]**~~ appeals and informal resolution processes, as applicable; and

D. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.

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

Recordkeeping

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

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

A. each Sexual Harassment investigation including any determination regarding responsibility **(**~~**)** and any audio or audiovisual recording or transcript that is made of any hearing **[DRAFTING NOTE: Select this option if the Board permits live hearings.]**~~, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the District's education program or activity

B. any appeal and the result therefrom

C. any informal resolution and the result therefrom, and

D. all materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process.

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

Outside Appointments, Dual Appointments, and Delegations

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

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

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

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

~~**[ ] Discretion in Application**~~
~~The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific Complainant and/or Respondent.~~
~~Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.~~
~~The provisions of this policy are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time, and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.~~

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Legal	R.C. 3313.207/208/209, 5104
	20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
	42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	42 U.S.C. 1983
	34 C.F.R. Part 106
	OCR's Revised Sexual Harassment Guidance (2001)
	20 U.S.C. 1092(F)(6)(A)(v)
	34 U.S.C. 12291(a)(10)
	34 U.S.C. 12291(a)(8)
	34 U.S.C. 12291(a)(30)

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po3122
Status	
Adopted	November 19, 2007
Last Revised	November 19, 2018

3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

Definitions:

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

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

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

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

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

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinator") (hereinafter referred to as the "COs").

~~**DRAFTING [NOTE: Neola suggests the BoardSchool Districts are advised to appoint both a male and a female CO in order to provide complainants Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]**~~

~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

_____
~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972,~~ Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **( )** Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. **[END OF OPTION]** A copy of each of the Acts and regulations on which this notice is available upon request from the CO.~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level ~~employee or~~ official who receives such a report ~~complaint~~ shall file it with the CO ~~( ) at his/her first convenience ( )~~ within two (2) ~~school~~ days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's ~~complaining~~

~~individual's~~ employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports~~complaints~~ of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or receive reports that are initially filed with another Board employee.~~visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation),~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent.~~any person who files a complaint.~~ In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the ~~employee~~ Complainant within two (2) business days to advise ~~him/her~~ of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 3122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged~~should make every effort~~ to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop~~quickly stop~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation.~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually~~parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination)~~ agree to participate in it.

The Complainant~~Employees who believe that they have been unlawfully discriminated/retaliated against~~ may proceed immediately to the formal complaint process and individuals who participate in~~seek resolution through~~ the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and~~against~~ a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe~~an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that~~ person who engaged in~~ the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The Complainant~~complaining individual~~ should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant~~individuals~~ when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file~~inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination),~~, such as sexual discrimination,~~ the CO may advise against the use of the informal complaint process.

~~An individual who believes s/he has been unlawfully discriminated/retaliated against~~A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant ~~employees who believe they are being unlawfully discriminated/retaliated against~~ with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, ~~individual claiming unlawful discrimination/retaliation,~~ informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate ~~his/her~~ concern to the Respondent.~~person who allegedly engaged in the discriminatory/retaliatory behavior.~~

B. Distributing a copy of Policy 3122 - Non-Discrimination and Equal Employment Opportunity~~as a reminder~~ to the individuals in the school building or office where the Respondent~~individual whose behavior is being questioned~~ works.

C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed ~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who are~~ dissatisfied with ~~the results of~~ the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,~~ndividual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

A Complainant~~An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"),~~ may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District official~~ level employee~~. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District official~~ level employee~~, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent.~~person who allegedly engaged in the misconduct.~~ In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deemed~~deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal~~individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Non-Discrimination and Equal Employment Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provide recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant.~~Complainant has been subjected to unlawful discrimination/retaliation.~~ The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. ~~( )~~ The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a written ~~final~~ decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent~~Complainant was subjected to unlawful discrimination/retaliation, s/he~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, and effective, and tailored to the specific situation.

~~**[ ]** The decision of the Superintendent shall be final.~~
~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~his/her~~ receipt of the Superintendent's ~~final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

~~**[END OF OPTIONS]**~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties~~Complainant~~ may be represented, at their~~his/her~~ own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies. ~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).~~

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided ~~s/he learns and/or provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate.

All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~**( )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~**( )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged Respondentperpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearingcopies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondentcomplainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

R.C. 4112.01, 4112.02

A.C. 3301-35-03(A)

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

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

34 C.F.R. Part 110 (7/27/93)

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

42 U.S.C., 2000e, et seq., Civil Rights Act of 1964

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po3123
Status	
Adopted	October 14, 2013

3123 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

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

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

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

Compliance Officer(s)

The Board designates the following individual(s) to serve as the District's 504 Compliance Officer(s)/ADA Coordinator(s) (hereinafter referred to as the "District Compliance Officer(s)").

~~**DRAFTING [NOTE: Neola suggests the Board appointSchool Districts may want to consider appointing both a male and a female District Compliance Officer in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. Additionally, by appointing two (2) District Compliance Officers, there should always be a Compliance Officer available to investigate a claim that pertains to the other Compliance Officer.]**~~

_____
~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

_____
~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The District Compliance Officer(s) ~~( ) is~~ **(X)** are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Compliance Officer(s).

The District Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below.

Training

The District Compliance Officer(s) will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officer(s) will be published on the District's website and posted throughout the District, and includedpublished in the District's recruitment statements or general information publications.

Complaint Procedures

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

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

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

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

Internal Complaint Procedure

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

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

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

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10) ~~work~~ days. If no decision is rendered within ten (10) ~~work~~ days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

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

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

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

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint

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

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

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Legal

29 C.F.R. Part 1630

29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended

34 C.F.R. Part 104

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

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised ANTI-HARASSMENT
Code	po3362
Status	
Adopted	November 19, 2007
Last Revised	November 19, 2018

3362 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as ~~t~~Third ~~p~~Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

~~For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

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

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

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

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any ~~either~~ gender against a person of the same or another ~~opposite~~ gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffiti, videos ~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably ~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; **(**X**)** obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

N. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

O. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

~~**[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]**~~

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

~~Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]DRAFTING NOTE:[~~

~~(Name)~~

Director of Student Services

(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site ~~(and:)~~

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on each individual school's web site.~~

D. ~~( ) in the School District's calendar.~~

E. ~~( )~~ _____.

The Compliance Officer(s) ~~)(is~~ **(**x **)** are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community~~, which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment.~~at his/her first convenience.~~

Members of the School District community ~~or third parties~~ and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party~~third party~~ are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the~~one of the Anti-Harassment~~ Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~**Anti-Harassment Compliance Officers**~~

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

~~**[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]**~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

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

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ( ) in the School District's calendar.

F. ( ) _____.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.
Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.
Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, anyAny employee or other member of the School District community or Third Partythird-party (e.g., visitor to the District) who believes that they haves/he has been subjected to unlawful harassment or retaliation may seek resolution of thehis/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, or retaliation timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") and/or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation.third-party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it. and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

The ComplainantEmployees, other members of the School District community, or third-parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complainants involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third-party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in~~an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing~~harasser that the~~ conduct is unwelcome and must stop. ~~Such direct communication should not be utilized in circumstances involving sexual violence.~~ The Complainant~~complaining individual~~ should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant~~individual~~ if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file~~inform the harasser of his/her complaint is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant~~An individual who believes s/he has been unlawfully harassed~~ may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below~~ on his/her own~~, or appoint another individual to facilitate an informal resolution.

The Board's~~School District's~~ informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant~~individual claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate the unwelcome nature of the behavior to the Respondent~~alleged harasser~~.

B. Distributing a copy of this~~the anti-harassment~~ policy as a reminder to the individuals in the school building or office where the Respondent works or attends. ~~individual whose behavior is being questioned works or attends.~~

C. If both parties agree, the Compliance officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the student claiming harassment and the individual accussed of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual harassment.~~

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/~~ or~~ designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who~~ dissatisfied with the ~~results of the~~ informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, ~~if the individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

The Complainant~~An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant",~~ may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District official~~employee~~. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official~~employee~~, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer~~ or designee~~ within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent~~alleged harasser~~. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed ~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/~~or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~( )~~ ~~A~~ The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal ~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer/~~ or a~~ designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. ~~( )~~ The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/~~ or the~~ designee, the Superintendent must either issue a ~~final~~ written decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a ~~final~~ written decision as described above.

~~**[ ]** The decision of the Superintendent shall be final.~~

~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~his/her~~ receipt of the Superintendent's ~~final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each ~~concerned~~ party within ten (10) business days of this meeting. The decision of the Board will be final.

~~**[END OF OPTIONS]**~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party~~third party~~ alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent~~ individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer/~~ or his/her~~ designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive ~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent, ~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~**( )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~**( )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~**( )** copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~**( )** copies of any notices sent to the Complainant and the Respondent complainant and alleged perpertrator in advance of any interview, meeting, or hearing;~~

R. ~~**( )** copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.complainant or the alleged perpertrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

R.C. 4112.02

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

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

29 U.S.C. 6101, The Age Discrimination Act of 1975

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

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

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

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po4122
Status	
Adopted	November 19, 2007
Last Revised	November 19, 2018

4122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

Definitions:

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

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

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

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

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

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinator") (hereinafter referred to as the "COs").

~~**DRAFTING [NOTE: Neola suggests the BoardSchool Districts are advised to appoint both a male and a female CO in order to provide complainants Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]**~~

~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972,~~ Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **(X)** Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. **[END OF OPTION]** A copy of each of the Acts and regulations on which this notice is available upon request from the CO.~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level ~~employee or~~ official who receives such a report ~~complaint~~ shall file it with the CO ~~( ) at his/her first convenience ( )~~ within two (2) ~~school~~ days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's ~~complaining~~

~~individual's~~ employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports~~complaints~~ of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or receive reports that are initially filed with another Board employee.~~visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation),~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent.~~any person who files a complaint.~~ In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the ~~employee~~ Complainant within two (2) business days to advise ~~him/her~~ of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 4122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged~~should make every effort~~ to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop~~quickly stop~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation.~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually~~parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination)~~ agree to participate in it.

The Complainant~~Employees who believe that they have been unlawfully discriminated/retaliated against~~ may proceed immediately to the formal complaint process and individuals who participate in~~seek resolution through~~ the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and~~against~~ a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe~~an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that~~ person who engaged in~~ the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The Complainant~~complaining individual~~ should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant~~individuals~~ when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file~~inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination),~~, such as sexual discrimination,~~ the CO may advise against the use of the informal complaint process.

~~An individual who believes s/he has been unlawfully discriminated/retaliated against~~A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant ~~employees who believe they are being unlawfully discriminated/retaliated against~~ with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, ~~individual claiming unlawful discrimination/retaliation,~~ informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate ~~his/her~~ concern to the Respondent.~~person who allegedly engaged in the discriminatory/retaliatory behavior.~~

B. Distributing a copy of Policy 4122 - Non-Discrimination and Equal Employment Opportunity~~as a reminder~~ to the individuals in the school building or office where the Respondent~~individual whose behavior is being questioned~~ works.

C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed ~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who are~~ dissatisfied with ~~the results of~~ the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,~~ndividual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

A Complainant~~An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"),~~ may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District official~~ level employee~~. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District official~~ level employee~~, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent.~~person who allegedly engaged in the misconduct.~~ In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deemed~~deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal~~individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 4122 - Non-Discrimination and Equal Employment Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provide recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant.~~Complainant has been subjected to unlawful discrimination/retaliation.~~ The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. ~~( )~~ The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a written ~~final~~ decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent~~Complainant was subjected to unlawful discrimination/retaliation, s/he~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, and effective, and tailored to the specific situation.

~~**[ ]** The decision of the Superintendent shall be final.~~
~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~his/her~~ receipt of the Superintendent's ~~final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

~~**[END OF OPTIONS]**~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties~~Complainant~~ may be represented, at their~~his/her~~ own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies. ~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).~~

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided ~~s/he learns and/or provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate.

All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~**( )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~**( )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged Respondentperpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearingcopies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondentcomplainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

R.C. 4112.01, 4112.02

A.C. 3301-35-03(A)

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

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

34 C.F.R. Part 110 (7/27/93)

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

42 U.S.C., 2000e, et seq., Civil Rights Act of 1964

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po4123
Status	
Adopted	October 14, 2013

4123 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

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

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

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

Compliance Officer(s)

The Board designates the following individual(s) to serve as the District's 504 Compliance Officer(s)/ADA Coordinator(s) (hereinafter referred to as the "District Compliance Officer(s)").

~~**DRAFTING [NOTE: Neola suggests the Board appoints School Districts may want to consider appointing both a male and a female District Compliance Officer in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. Additionally, by appointing two (2) District Compliance Officers, there should always be a Compliance Officer available to investigate a claim that pertains to the other Compliance Officer.]**~~

_____
~~(Name)~~

Director of Student Services
(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

_____
~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

_____
~~(E-mail Address)~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's web site ~~and)(:~~

A. ~~( ) in the staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar~~

F. ~~( ) _____.~~

The District Compliance Officer(s) ~~( ) is~~ **(X)** are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Compliance Officer(s).

The District Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below.

Training

The District Compliance Officer(s) will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officer(s) will be published on the District's website and posted throughout the District, and included~~published~~ in the District's recruitment statements or general information publications.

Complaint Procedures

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

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

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

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

Internal Complaint Procedure

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

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

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

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10)~~work~~ days. If no decision is rendered within ten (10) ~~work~~ days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

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

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

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

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint

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

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

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Legal

29 C.F.R. Part 1630

29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended

34 C.F.R. Part 104

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

Book	Policy Manual
Section	Ready for Production April 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised ANTI-HARASSMENT
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Last Revised	November 19, 2018

4362 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as ~~t~~Third ~~p~~Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

~~For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

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

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

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

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any ~~either~~ gender against a person of the same or another ~~opposite~~ gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffiti, videos ~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably ~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; **(**X**)** obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

N. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

O. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

~~**[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]**~~

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

~~Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]DRAFTING NOTE:[~~

~~(Name)~~

Director of Student Services

(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site ~~(and:)~~

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on each individual school's web site.~~

D. ~~( ) in the School District's calendar.~~

E. ~~( )~~ _____.

The Compliance Officer(s) ~~)(is~~ **(**X **)** are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community~~, which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment.~~at his/her first convenience.~~

Members of the School District community ~~or third parties~~ and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party~~third party~~ are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the~~one of the Anti-Harassment~~ Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~**Anti-Harassment Compliance Officers**~~

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

~~**[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]**~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

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

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ( ) in the School District's calendar.

F. ( ) _____.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.
Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.
Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 4362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, anyAny employee or other member of the School District community or Third Partythird-party (e.g., visitor to the District) who believes that they haves/he has been subjected to unlawful harassment or retaliation may seek resolution of thehis/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, or retaliation timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") and/or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation.third-party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it. and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

The ComplainantEmployees, other members of the School District community, or third-parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complainants involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third-party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in~~an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing~~harasser that the~~ conduct is unwelcome and must stop. ~~Such direct communication should not be utilized in circumstances involving sexual violence.~~ The Complainant~~complaining individual~~ should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant~~individual~~ if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file~~inform the harasser of his/her complaint is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant~~An individual who believes s/he has been unlawfully harassed~~ may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below~~ on his/her own~~, or appoint another individual to facilitate an informal resolution.

The Board's~~School District's~~ informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant~~individual claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate the unwelcome nature of the behavior to the Respondent~~alleged harasser~~.

B. Distributing a copy of this~~the anti-harassment~~ policy as a reminder to the individuals in the school building or office where the Respondent works or attends. ~~individual whose behavior is being questioned works or attends.~~

C. If both parties agree, the Compliance officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the student claiming harassment and the individual accussed of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual harassment.~~

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/~~ or~~ designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who~~ dissatisfied with the ~~results of the~~ informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, ~~if the individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

The Complainant~~An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant",~~ may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District official~~employee~~. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official~~employee~~, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer~~ or designee~~ within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent~~alleged harasser~~. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed ~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/~~or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~( )~~ ~~A~~ The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal ~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer/~~ or a~~ designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. ~~( )~~ The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/~~ or the~~ designee, the Superintendent must either issue a ~~final~~ written decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a ~~final~~ written decision as described above.

~~**[ ]** The decision of the Superintendent shall be final.~~

~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~his/her~~ receipt of the Superintendent's ~~final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each ~~concerned~~ party within ten (10) business days of this meeting. The decision of the Board will be final.

~~**[END OF OPTIONS]**~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party~~third party~~ alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent~~ individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer/~~ or his/her~~ designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed classified staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive ~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent, ~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~**( )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~**( )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~**( )** copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~**( )** copies of any notices sent to the Complainant and the Respondent complainant and alleged perpertrator in advance of any interview, meeting, or hearing;~~

R. ~~**( )** copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.complainant or the alleged perpertrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

R.C. 4112.02

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

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

29 U.S.C. 6101, The Age Discrimination Act of 1975

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

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

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

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Book	Policy Manual
Section	Nondiscrimination/Anti-Harassment Policies Update - January 2021
Title	Nondiscrimination/Anti-Harassment Policies Update - January 2021 Revised ANTI-HARASSMENT
Code	po5517
Status	
Adopted	November 19, 2007
Last Revised	November 19, 2018

5517 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age (except as authorized by law), religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as ~~t~~Third ~~p~~Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

~~For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.

Definitions

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

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

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

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

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

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964~~ and Title IX of the Educational Amendments of 1972~~, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any~~either~~ gender against a person of the same or another~~opposite~~ gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffiti, videos~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably ~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; **(**X **)** obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Giving unwelcome personal gifts such as lingerie that suggests the desire for a romantic relationship.

J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

~~**[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]**~~

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

~~Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]DRAFTING NOTE:[~~

~~(Name)~~

Director of Student Services

(School District Title)

330-335-1316
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

~~(Name)~~

Director of the Four Cities Compact
(School District Title)

330-336-3571
(Telephone Number)

524 Broad St. Wadsworth, OH 44281
(Office Address)

~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually on the School District's web site. ~~(and):~~

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on each individual school's web site.~~

D. ~~( ) in the School District's calendar.~~

E. ~~( ) _____.~~

The Compliance Officer(s) ~~is~~ **(**X **)** are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.~~)(~~

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Students and all other members of the School District community along with Third Parties~~and third parties~~ are encouraged to promptly report incidents of harassing conduct to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment. ~~( ) at his/her first convenience ( ) within two (2) school days.~~

Members of the School District community and Third Parties, which includes students, or third parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the ~~one of the Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~**Anti-Harassment Compliance Officers**~~

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

~~**[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]**~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

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

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on the School District's web site.~~

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ( ) _____.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student, other member of the School District community or third party in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed within a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, anyAny student who believes that they have s/he has been subjected to unlawful harassment may seek resolution of thehis/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights.

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

Students who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

The ComplainantStudents who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complainants involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in a student feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the Respondent that the alleged

harassingharasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The Complainantcomplaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainantindividual if requested to do so. A ComplainantAn individual who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may fileinform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A ComplainantA student who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator in the school the student attends; 2) to the Superintendent or other District-level employee; and/or 3) directly to one of the Compliance Officers.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The Board'sSchool District's informal complaint procedure is designed to provide students who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainantstudent claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainantstudent about how to communicate the unwelcome nature of the behavior to the Respondentalleged harasser.

B. Distributing a copy of thisthe anti-harassment policy as a reminder to the individuals in the school building or office where the Respondent works or attends.individual whose behavior is being questioned works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.between the student claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/ or designee is directedwill exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant isParties who are dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either partyparties may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process,if the student elects to file a formal complaint initially, the formal complaint process shall be implemented.

The ComplainantA student who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or another District officialemployee who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District employee at the student's school, Superintendent, or other District officialemployee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent knownit is available: the identity of the Respondentindividual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral

interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent~~alleged harasser~~. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed~~s/he deem~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/~~ or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~( ) A~~The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer/~~ or a~~ designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. ~~( )~~ The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ten (10) school days of receiving the report of the Compliance Officer/~~ or the~~ designee, the Superintendent must either issue a written ~~final~~ decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) school days. At the conclusion of the additional investigation, the Superintendent shall issue a ~~final~~ written decision as described above.

~~**[ ] The decision of the Superintendent shall be final.**~~

~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's~~his/her~~ receipt of the Superintendent's ~~final~~ decision. The written statement of appeal must be submitted to the Treasurer/CFO.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each ~~concerned~~ party within ten (10) business days of this meeting. The decision of the Board will be final.

~~**[END OF OPTIONS]**~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the student alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer/~~ or his/her~~ designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person from making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanction/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental

wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any ~~interim~~supportive measures offered and/or provided to the Complainant and/or the Respondent~~complainants and/or the alleged perpetrators~~, including no contact orders issued to both parties, the dates the no

contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

N. ~~( )~~ ~~documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;~~ ~~**[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

O. ~~( )~~ ~~documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( )~~ ~~copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( )~~ ~~copies of any notices sent to the Complainant and the Respondentcomplainant and alleged perpetrator in advance of any interview, meeting, or hearing;~~

R. ~~( )~~ ~~copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

R.C. 4112.02

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

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973, as amended

29 U.S.C. 6101, The Age Discrimination Act of 1975

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

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

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May, 2008

Book	Policy Manual
Section	Ready for Production April 2021
Title	EDGAR Revisions - January 2021 Revised COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	
Adopted	April 11, 2016
Last Revised	November 12, 2020

6114 - **COST PRINCIPLES - SPENDING FEDERAL FUNDS**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

   To determine whether a cost is reasonable, consideration shall be given to:

   1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
   2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal, and other laws and regulations;
   3. market prices for comparable goods or services for the geographic area;
   4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
   5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

   While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

   When determining whether a cost is necessary, consideration may be given to whether:

   1. the cost is needed for the proper and efficient performance of the grant program;
   2. the cost is identified in the approved budget or application;
   3. there is an educational benefit associated with the cost;
   4. the cost aligns with identified needs based on results and findings from a needs assessment;
   5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

B. Conform to any limitations or exclusions set forth in the~~as~~ cost principles in Part 200 or in the terms and conditions of the Federal award.

C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.

D. Be accorded~~afforded~~ consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award~~assigned~~ as an indirect cost under another award.

E. Be determined in accordance with generally accepted accounting principles.

F. Be representative of actual cost, net of all applicable credits, or offsets.

The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

H. Be adequately documented:

1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;

2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or State pass through entity may be required to carry forward unobligated balances to subsequent budget periods, unless waived.

Selected Items of Cost

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

Determining Whether a Cost is Direct or Indirect:

A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.).

B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

   These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

   Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

   The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

   1. Administrative or clerical services are integral to a project or activity.
   2. Individuals involved can be specifically identified with the project or activity.
   3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
   4. The costs are not also recovered as indirect costs.

   Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

   Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Ohio Department of Education ("ODE") or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Timely Obligation of Funds

Financial obligations~~Obligations~~ are orders placed for property and services, contracts and subawards made, and similar transactions ~~during a given period~~ that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.~~by the non-Federal entity during the same or a future period.~~

The following table illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.

B. Personal services by an employee of the District - when the services are performed.

C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.

D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.

E. Public utility services - when the District receives the services.

F. Travel - when the travel is taken.

G. Rental of property - when the District uses the property.

H. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

Period of Performance

All financial obligations must occur during~~on or between the beginning and ending dates of the grant project. This period of time is known as~~ the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the Grant Award Notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form,~~grant funding period begins or all necessary materials are submitted to the granting agency,~~ whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period,~~obligations may begin when the grant is,~~ unless an agreement exists with the awarding agency or the pass-through entity (e.g., ODE)~~ODE or the pass-through entity~~ to reimburse for pre-approval expenses.

If a Federal awarding agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

2 C.F.R. 200.344(b), 200.403-.~~406~~407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.458
34 C.F.R. 76.707-.708(a), 75.703
~~C.F.R. 200.47(b)~~

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Legal	2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.458 34 C.F.R. 76.707-.708(a), 75.703

Book	Policy Manual
Section	Ready for Production April 2021
Title	Vol. 39, No. 2 - January 2021 Revised INVESTMENTS
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6144 - **INVESTMENTS**

The Board of Education authorizes the Treasurer to make investments of available monies from the funds of the District in securities authorized by State law. These shall include:

A. bonds, notes, or other obligations of or guaranteed by the United States, or those for which the faith of the United States is pledged for payment of principal and interest thereon but does not include stripped principal or interest obligations of such obligations;

B. bonds, notes, debentures, or any other obligations or securities directly issued by a Federal government agency or instrumentality;

C. interim deposits in Board-approved depositories;

D. bonds and other obligations of the State, or the political subdivisions of this state, provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply the:

1. bonds or other obligations are payable from the political subdivision's general revenues and backed by the full faith and credit of the political subdivision,
2. bonds or other obligations are rated, at the time of purchase, in the three (3) highest classifications established by at least one (1) nationally recognized standard rating service and purchased through a registered securities broker or dealer,
3. aggregate value of the bonds or other obligations does not exceed twenty percent (20%) of interim monies available for investment at the time of purchase, ~~and~~
4. Treasurer is not the sole purchaser of the bonds or other obligations at original issuance, and
5. the bonds or other obligations mature within ten (10) years from the date of settlement;

E. no-load money market mutual funds consisting exclusively of obligations described in A. and B. above or repurchase agreements secured by such obligations, provided such investments are made only through eligible institutions authorized by R.C. 135.03;

F. the Ohio Subdivision Fund (STAR Ohio).

Under no circumstances may the Treasurer invest in a derivative as defined by the Revised Code, reverse repurchase agreements, or other funds prohibited by law. The Treasurer shall also not make investments which s/he does not reasonably believe can be held until the maturity date or leverage any investment.

No investment shall be made under division (D), as described above, unless the Treasurer has completed additional training that has been approved by the Treasurer of State and is either conducted by or provided under the supervision of the Treasurer of State.

The Treasurer is also authorized to enter into written repurchase agreements with any eligible institution in accordance with R.C. 135.03 provided that under the terms of the agreement the eligible institution agrees unconditionally to repurchase any of the securities listed in divisions (A) through (E), above. Such agreements may be either overnight or within a time not to exceed thirty (30) days and must comply with the requirements of R.C. 135.14(E).

Upon a two-thirds (2/3's) vote of its members, the Board may authorize the Treasurer to invest up to a maximum of forty percent (40%) of the District's interim funds in either of the following:

A. Commercial paper notes issued by a for-profit corporation, business trust or association, real estate investment trust, common-law trust, unincorporated business, or general or limited partnership which has assets exceeding $500,000,000. Such notes must:

    1. be rated at the time of purchase in the highest classification established by at least two (2) nationally recognized standard rating servicers;

    2. have an aggregate value that does not exceed ten percent (10%) of the outstanding commercial paper of the issuing entity;

    3. mature not later than 270 days after purchase; and

    4. be limited to the aggregate of five percent (5%) of interim monies available for investment at the time of purchase, when issued by a single issuer.

    No investment shall be made under this provision unless the Treasurer has completed additional training that has been approved by the Treasurer of State and is either conducted by or provided under the supervision of the Treasurer of State.

B. Bankers acceptances of banks that are insured by the Federal Deposit Insurance Corporation ("FDIC") and that matures no later than 180 days after purchase.

~~I~~Except as provided in Section D above or as otherwise provided by law, investments made by the Treasurer must mature within five (5) years from the date of settlement, unless they are matched to a specific obligation or debt of the District.

The Treasurer shall prepare annually and submit to the Board, the Superintendent of Public Instruction, and the Auditor of State, on or before August 31st, a report listing each investment made pursuant to (A) and (B) above, during the preceding fiscal year, income earned from such investments, fees and commissions paid in connection with the investments, and any other information required by the Board, Superintendent, and the Auditor of State.

~~[ ] The purpose of the investments is to maximize the returns on the District's excess cash balances consistent with safety of those monies and with the desired liquidity of the investments.~~
~~[ ] In making investments authorized by R.C. 135.14, the Treasurer may retain the services of an investment advisor, provided the advisor is licensed by the Division of Securities under R.C. 1707.141, or is registered with the Securities and Exchange Commission and possesses experience in public funds investment management, specifically in the area of State and local government investment portfolios, or the advisor is an eligible institution in accordance with R.C. 135.03.~~

Whenever the Treasurer classifies public money as interim funds, the Treasurer must notify the Board within thirty (30) days. If the Board does not agree with the Treasurer's classification or investment(s), the Board may order the Treasurer to sell or liquidate any investment(s) or deposits. The Board's order will specifically describe the investment(s) or deposit(s) and fix the date upon which they are to be sold or liquidated for cash at the current market price. Neither the Treasurer nor the members of the Board will be held accountable for any loss occasioned by sales or liquidations of investment(s) or deposit(s) at prices lower than their cost. Any loss or expense incurred in making such sales or liquidation is payable as other expenses of the Treasurer's office.

Unless the District's annual portfolio of investments is $100,000 or less, the Treasurer must place on file with the Auditor of State a written investment policy that has been approved by the Board of Education and signed by all entities conducting investment business with the Board. Earnings on an investment may become a part of the fund from which the investment was made, unless otherwise specified by law.

The Treasurer, acting in accord with the law, may withdraw funds from approved public depositories or sell negotiable instruments prior to maturity.

Provided the Board has no outstanding obligation(s) with respect to a loan received under the authority of R.C. 3313.483, the Treasurer of State and the Board issuing obligations under R.C. Chapter 133 that mature within one (1) year from the original date of issuance may enter into an agreement providing for:

A. the purchase of those obligations by the Treasurer of State on terms and subject to conditions set forth in the agreement;

B. the payment by the Board to the Treasurer of State of a reasonable fee as consideration for the agreement of the Treasurer of State to purchase those obligations.

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Legal R.C. 133.23, 135.01-.21, 135.22, 135.45, 135.142, 3317.06, 3315.01, 3315.40, 5705.10

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6325 - **PROCUREMENT - FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use~~maintain~~ a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight~~a contract administration system~~ that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 ~~and AG 6320A~~.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113 and Policy 4113 - Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase and, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions for the acquisition of property or services required under a Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

A. unreasonable requirements on firms in order for them to qualify to do business

B. unnecessary experience and excessive bonding requirements

C. noncompetitive pricing practices between firms or between affiliated companies

D. noncompetitive contracts to consultants that are on retainer contracts

E. organizational conflicts of interest

F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement

G. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list __during the solicitation period_____. ~~**[insert frequency. See Drafting Note]**~~

~~**[Drafting Note: The District shall allow vendors not on the pre-qualified list to apply for placement on the list periodically. The District may determine how frequently the pre-qualified list becomes open for new vendors or whether it is open continuously.]**~~

The District shall require that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to provide maximum open and free competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall have and use documented procedures, consistent with the standards described above, for~~utilize~~ the following methods of procurement:

A. **Informal Procurement Methods**

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The District may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the simplified acquisition threshold include:

1. ~~( )~~ **Micro-purchases**

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $__10,000.00_____ **[not to exceed $10,000]**. To the maximum extent practicable, the District should~~shall~~ distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history or other relevant information and documents are filed accordingly. The District shall maintain~~The District maintains~~ evidence of this reasonableness in the records of all purchases made by this method.

~~Unless otherwise defined by State or local law, Districts are responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of the risk, and its documented procurement procedures. The micro-purchase threshold used by the District shall be authorized or not prohibited~~

~~under State, local, or tribal laws or regulations. A District which is qualified as a low-risk auditee for the most recent audit (C.F.R. 200.520) may increase the micro-purchase threshold up to $50,000. An eligible District may self-certify the increased micro-purchase threshold on an annual basis after completing the annual internal institutional risk assessment to identify, mitigate, and manage financial risks. The self-certification, in accordance with C.F.R. 200.334, must include a justification, clear identification of the threshold, and supporting documentation of the qualifications listed above. [DRAFTING NOTE: The Federal regulation allows for a $50,000 threshold. While this authority is allowed for an entity qualified as a low-risk auditee, Neola does not suggest its use due to the complexity and subjectivity of the mechanism.][ ]~~

2. ~~( )~~ **Small Purchases**

~~Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property thatdoes not exceed the competitive bid~~ Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of $ 250,000.00 ~~**[not to exceed $250,000]**~~. Small purchase procedures require that price or rate quotations shall be obtained from **( )** more than one (1) qualified source ~~**( )** an adequate number of [END OF OPTION] qualified sources. **[Drafting Note: TUnless the pass-through entity or State law defines the number of quotes required, the District may define in policy how many quotations are adequate. The number must be greater than one (1).]**~~

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

B. **Formal Procurement Methods**

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in 200.319 or non-competitive procurement. The formal methods of procurement are:

1. ~~( )~~ **Sealed Bids**

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than $ 250,000.00 ~~**[the lesser of the established Small Purchase threshold or $250,000]**~~ and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed $50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

a. a complete, adequate, and realistic specification or purchase description is available;

b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from ~~( )~~ **(X)** an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.

b. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

c. A firm fixed price contract award will be made in writing to the lowest responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.

d. The Board reserves the right to reject any or all bids for sound documented reason.

2. ~~( ) Competitive~~ **Proposals**

~~Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is~~ Procurement by proposals is a method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. ~~**[Drafting Note: Federal law does not require a competitive proposal unless the procurement is for over $250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Ohio law requires sealed bids when the Board seeks to build, repair, enlarge, improve, or demolish a school building/facility if the cost will exceed $50,000 (see Policy 6320).]**~~

If this method is used, the following requirements apply:

a. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.

b. Proposals shall be solicited from ~~( ) _____~~ **(X)** an adequate number of sources.

c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

3. ~~( )~~ **Noncompetitive Procurement**~~**Proposals**~~

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

a. micro-purchases

b. the item is available only from a single source

c. the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation

d. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District

e. after solicitation of a number of sources, competition is determined to be inadequate

4. **(X) Noncompetitive Purchases Through Educational Service Centers (ESCs)**

Under State law, the Board may enter into a contract with an educational service center (ESC) that authorizes the ESC to make purchases for supplies, materials, equipment, and services or the delivery of services on the District's behalf. These contracts promote operational efficiency and cost savings, and further enhance the educational experience for our students. Purchases made through such contracts are exempt from competitive bidding. ~~**[DRAFTING NOTE: this provision applies to 3313.843, 3313.844, and 3313.845 contracts. A District with student enrollment of less than 16k must enter into a contract with an ESC in accordance with 3313.843.]**~~

The District may apply for approval from ODE to use a noncompetitive purchasing method to procure personnel-based services from an ESC only when the following criteria are met:

a. the ESC posts a list of all services it provides including costs of these services on its website;

b. the ESC has been designated as "high performing'' by the Ohio Department of Education, and

c. ODE as the passthrough state entity has determined that the ESC was substantially in compliance with all audit rules and guideline during the most recent audit conducted by the Auditor of State

The Treasurer/CFO will submit an application and any required documentation to ODE on the designated form requesting approval for use of a noncompetitive purchasing method for personnel services. Purchases will not be made until the application is approved. Notice of approval will be maintained by the Treasurer/CFO.

Domestic Preference for Procurement

As appropriate and to the extent consistent with law, the District shall, to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards including all contracts and purchase orders for work or products under the Federal award.

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of $250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over $25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a

certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District shall maintain~~maintains~~ records sufficient to detail the history of all procurements. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

2 C.F.R. 200.317 - .326, Appendix II to Part 200
2 C.F.R. 200.520
R.C. 3313.843 - 3313.846

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Legal	2 C.F.R. 200.317 - .326, Appendix II to Part 200
	2 C.F.R. 200.520
	R.C. 3313.843 - 3313.846

Book	Policy Manual
Section	Ready for Production April 2021
Title	Vol. 39, No. 2 - January 2021 Revised DEPOSIT OF PUBLIC FUNDS: CASH COLLECTION POINTS
Code	po6600
Status	
Adopted	November 19, 2007

6600 - **DEPOSIT OF PUBLIC FUNDS: CASH COLLECTION POINTS**

Monies received at cash collection points throughout the District must be deposited in accordance with this policy. Cash collection points are any areas within a school where money flows into the District. Currently identified cash collection points are admission fees to athletic events, lunchroom sales, classroom fees, student activities/fundraisers, and miscellaneous money coming through the Treasurer's Office such as grants, interest, donations, sale of fixed assets, and taxes.

~~Persons who receive monies at cash collection points shall identify any discrepancies in cash receipts or ticket sales. Each seller shall provide a written explanation of each discrepancy to their immediate supervisor, who shall report all findings to the Treasurer. All discrepancies, even those rectified, shall be reported to the Treasurer. Such reported information shall be used in performance evaluation and adjudicated in accordance with District procedures or as provided by law.~~

Acceptance of check or credit card overpayment to provide cash back is prohibited.

Persons who receive monies at cash collection points in the District are required to deposit all monies received with the Treasurer on the next business day after the day of receipt if the total amount of monies exceeds $1,000. If the monies received do not exceed $1,000, the person shall deposit such monies ~~with the Treasurer~~ **(X)** not more than three (3) business days following the day of receipt. **[NOTE: This number cannot exceed three (3).]** Persons who receive money at cash collection points are responsible for its safekeeping until the money is deposited with the Treasurer. Ordinarily, the money should be secured in a locked desk, file cabinet, safe or other secure room on school property, and it should not be taken home. If an employee believes it is safer to take the money home, s/he must obtain permission to do so from his/her supervisor, building principal, or other appropriate administrator. The Treasurer is directed to develop, distribute, and implement procedures addressing the provision of receipts (where applicable) to the payee(s), and proper segregation of duties for the receipting, depositing, recording, and reporting of cash. These procedures should be particularized to each cash collection point and should include flowcharts as appropriate. The procedures should further address the need for completion of timely bank reconciliations so that "unreconciled differences" can be identified and resolved.

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Legal	R.C. 9.38

Book	Policy Manual
Section	Ready for Production April 2021
Title	EDGAR Revisions - January 2021 Revised PROPERTY INVENTORY
Code	po7450
Status	
Adopted	November 19, 2007
Last Revised	September 9, 2019

7450 - **PROPERTY INVENTORY**

As steward of this District's property, the Board of Education recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Board shall

(X) conduct a complete inventory

(X) maintain a continuous inventory

of all Board-owned equipment and supplies and the results reconciled with the property records at least once

~~**( ) annually.**~~

(X-) every __four____ (_4_) years (items purchased with Federal money require at least once every two (2) years). ~~years.~~ ~~**[specify number; Federal regulations require at least once every two (2) years]**~~

~~**( ) at such intervals as will coincide with property insurance renewal.**~~
~~**( ) and G.A.A.P. reporting requirements.**~~

For purposes of this policy "equipment" shall mean a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, costs at least $_500.00____

~~**( ) to replace**~~

(X) as a single unit

and does not lose its identity when incorporated into a more complex unit. When defining supplies for inventory purposes, no items will be counted whose total value is less than $_500.00_____.

It shall be the duty of the

~~**( ) Superintendent**~~
~~**( ) Business Manager**~~

( ) __Treasurer/Designee_____

to ensure that inventories are recorded systematically and accurately and property records of equipment are updated and adjusted annually by reference to purchase orders and withdrawal reports.

~~**[ ] Major items of equipment shall be subject to annual spot check inventory to determine loss, mislocation, or depreciation; any major loss shall be reported to the Board.**~~

[X] Property records of consumable supplies shall be maintained on a continuous inventory basis.

[ ] The ____Treasurer/Designee_____ shall maintain a system of property records which shall show, as appropriate to the item recorded, the:

A. **(X)** description and identification;

B. **(X)** manufacturer;

C. **(X)** year of purchase;

D. **(X)** initial cost;

E. **(X)** location;

F. **(X)** condition and depreciation;

G. **(X)** evaluation in conformity with insurance requirements.

Equipment acquired under a Federal award will vest upon acquisition to the District, subject to the following conditions:

A. The equipment shall be used for the authorized purposes of the award project during the period of performance or until the equipment is no longer needed for the purposes of the project.

B. The equipment shall not be encumbered without the approval of the Federal awarding agency or the pass-through entity.

C. The equipment may only be used and disposed of in accordance with the provisions of the Federal awarding agency or the pass-through entity and Policy 7300 and Policy 7310~~, AG 7300 and AG 7310~~.

D. Property records shall be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment (including the FAIN), title entity, acquisition date, cost of the equipment, percentage of Federal participation in the project costs for the award under which the equipment was acquired, the location, use, and condition of the equipment, and ultimate disposition data, including date of disposal and sale price of the equipment.

E. A physical inventory of the property must be taken and results reconciled with property records at least once every two (2) years.

F. A control system shall be developed to provide adequate safeguards to prevent loss, damage, or theft of the property. Any such loss, damage, or theft shall be investigated.

G. Adequate maintenance procedures shall be implemented to keep the property in good condition.

H. Proper sales procedures shall be established to ensure the highest possible return, in the event the District is authorized or required to sell the equipment/property.

I. When original or replacement equipment acquired under a Federal award is no longer needed for the original project/program or for activities currently or previously supported by a Federal awarding agency, and except as otherwise provided by Federal statutes, regulations, or Federal awarding agency disposition instructions, the District shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment shall be made in accordance with the provisions of C.F.R. 200.313.

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Legal 2 C.F.R. 200.313

Book	Policy Manual
Section	Ready for Production April 2021
Title	Copy of ACCOUNTING SYSTEM FOR FIXED ASSETS
Code	po7455
Status	
Adopted	November 19, 2007
Last Revised	April 13, 2015

7455 - **ACCOUNTING SYSTEM FOR CAPITAL ~~FIXED~~ ASSETS**

Capital ~~Fixed~~ Assets

It is the policy of the Board of Education to maintain a capital ~~fixed~~ asset accounting system that maintains sufficient information to permit the following:

A. preparation of year-end financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB)

B. control and accountability

C. adequate insurance coverage

The Treasurer's office is responsible for the development and maintenance of the capital ~~fixed~~ asset accounting system. To insure control over District property, an individual in each building or department shall be assigned the responsibility of tagging assets and working with the Treasurer's office to assure the assets are properly reported.

Capital ~~Fixed~~ assets are defined as those tangible assets of the District with a useful life in excess of one (1) year~~,~~ ~~and~~ an initial cost of $5,000 or greater (cost not to include shipping, but may include finance charges or set up fees), which are capitalized in accordance with GAAP and which the District intends to hold or continue in use over an extended period of time. Items placed into service prior to January 1, 1996 do not qualify under the reduced dollar amount. The Treasurer's office or a department head will identify items that, although may not meet all capital ~~fixed~~ asset criteria, are recorded on the asset system to maintain control. Items that become part of the physical plant (i.e., water heaters, boilers, roofs) will not be tagged, but will be included in the building and building improvement classification. The cost of the demolished portion of a building or the replaced item will be removed from the capital ~~fixed~~ asset classification.

Capital ~~Fixed~~ assets are to be classified as follows:

A. land and improvements

B. building and building improvements

C. furniture, fixtures, and equipment

D. vehicles – buses and other school vehicles

E. construction in progress

Lease items (with the intention to purchase) and assets that are jointly owned shall be identified and recorded on the fixed asset system.

Capital ~~Fixed~~ assets shall be recorded at historical costs or, if that is not practically determinable, at estimated cost. The method to be used to estimate historical costs shall be determined by the Treasurer. Donated fixed assets shall be valued at their (estimated)

fair market value on the date received.

Capital ~~Fixed~~ assets will be assigned an inventory number and tagged when applicable (buildings, additions, etc. will not be physically tagged). Inventory numbers will be used to insure that assets can be identified.

Purchases of capital ~~fixed~~ assets, transfer of capital ~~fixed~~ assets between buildings or department, and disposal of capital ~~fixed~~ assets shall be initiated by the ~~Business Manager,~~ principal, or department head and require prior written approval of the Treasurer's office. The Treasurer or his/her designee at his/her discretion may require an asset intended for replacement or disposal, regardless of value, to be sold.

Depreciation shall be recorded for capital ~~fixed~~ assets using the appropriate method of depreciation based on the classification of the asset. The useful life of all capital ~~fixed~~ assets will be determined by the following schedule:

Description	**Useful Life**
Athletic Equipment	10
Audio-Visual Equipment	10
Building Components (HVAC, Electric, Plumbing)	20
Buildings and Improvements	10-50
Career-Technical Equipment	10
Classroom Equipment	10
Classroom Furniture	20
Communication/Network Equipment	5
Computer Equipment	5
Computers	5
Copiers	5
Custodial Equipment	10
Educational Business Equipment	10
Fixed Equipment	10
Food Service Equipment	10
Industrial Technology Equipment	5
Infrastructure	5-20
Land Improvements	5-20
Library Books	10
Maintenance Equipment	10
Media Communications Equipment	5
Miscellaneous Equipment	5
Musical Instruments and Equipment	10
Office Equipment	10
Office Furniture	10
Other School Vehicles	10-15
Phone System (Network)	10
School Buses	10
Science Laboratory Equipment	5
Software	5
Sound/Lighting Systems, Auditorium	10
Textbooks	10-20
Transportation/Bus Garage Equipment	10

The salvage value of all assets will be determined by the Treasurer's office.

Unless otherwise noted, the following information shall be maintained for all capital ~~fixed~~ assets:

A. Tag number

B. Description

C. Asset classification

D. Serial number and model number

E. Building or department controlling the asset

F. Location (assigned by a specific location number)

G. Purchase price

H. Vendor or contractor

I. Date of purchase

J. Purchase order number

K. Estimated useful life

L. Estimated salvage value

M. Accumulated depreciation

N. Replacement cost

O. Insurable value

P. Method of acquisition (trade in, purchase, lease, donated)

Q. Source of money (fund, function) used for acquisition

R. Whether the asset is covered by a maintenance agreement

S. Condition of the asset (to be updated periodically)

T. Status of the asset (active, disposed, held for sale, not in use, new item)

U. Manner of the asset disposal (disposed, donated, sold, traded in, stolen, lost)

The District will strive to fund the depreciation of computer equipment, building improvements and vehicles so that funds may be available for future replacement.

Book	Policy Manual
Section	Ready for Production April 2021
Title	Vol. 39, No. 2 - January 2021 Revised WELLNESS
Code	po8510
Status	
Adopted	November 19, 2007
Last Revised	June 11, 2018

8510 - **WELLNESS**

As required by law, the Board of Education establishes the following wellness policy for the ____Wadsworth City_____ School District as a part of a comprehensive wellness initiative.

The Board recognizes that good nutrition and regular physical activity affect the health and well-being of the District's students. Furthermore, research suggests that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

Schools alone, however, cannot develop in students healthy behaviors and habits with regard to eating and exercise. It will be necessary for not only the staff, but also parents and the public at large to be involved in a community-wide effort to promote, support, and model such healthy behaviors and habits.

The Board sets the following goals in an effort to enable students to establish good health and nutrition habits:

A. With regard to nutrition education, the District shall:

[Select one or more of the following:]

1. ~~**( )** Nutrition education shall be included in the Health curriculum so that instruction is sequential and standards-based and provides students with the knowledge, attitudes, and skills necessary to lead healthy lives.~~

2. ~~**( )** Nutrition education shall be included in the sequential, comprehensive Health curriculum in accordance with the curriculum standards and benchmarks established by the State.~~

3. **(X)** Nutrition education shall be integrated into other subject areas of the curriculum, when appropriate, to complement, but not replace, the standards and benchmarks for health education.

4. **(X)** Nutrition education standards and benchmarks shall be age-appropriate and culturally relevant.

5. **(X)** The standards and benchmarks for nutrition education shall be behavior focused.

6. **(X)** Nutrition education shall include enjoyable, developmentally appropriate and culturally relevant participatory activities, such as contests, promotions, taste testing, and others.

7. **(X)** Nutrition education shall include opportunities for appropriate student projects related to nutrition, involving, when possible, community agencies and organizations.

8. **(X)** Nutrition education shall extend beyond the classroom by engaging and involving the school's food service staff.

9. **(X)** Nutrition education posters, such as the Food Pyramid Guide, will be displayed in the cafeteria.

10. **(X)** The school cafeteria shall serve as a learning lab by allowing students to apply the knowledge, attitudes, and skills taught in the classroom when making choices at mealtime.

11. **(X)** Nutrition education shall extend beyond the school by engaging and involving families and the community.

12. **X( )** Nutrition education shall reinforce lifelong balance by emphasizing the link between caloric intake (eating) and exercise in ways that are age-appropriate.

13. **(X)** Nutrition education benchmarks and standards include a focus on media literacy as it relates to food marketing strategies.

14. **(X)** Nutrition education standards and benchmarks promote the benefits of a balanced diet that includes fruits, vegetables, whole grain products, and low-fat and fat-free dairy products.

15. ~~**( )** Staff responsible for providing instruction in nutrition education shall regularly participate in professional development activities designed to better enable them to teach the benchmarks and standards.~~

16. **(X)** Instruction related to the standards and benchmarks for nutrition education shall be provided by highly qualified teachers.

17. ~~**( )** The District shall provide information to parents that is designed to encourage them to reinforce at home the standards and benchmarks being taught in the classroom.~~

18. ~~**( ) [other:]** _____~~

19. ~~**( ) [other:]** _____~~

20. ~~**( ) [other:]** _____~~

21. ~~**( ) [other:]** _____~~

B. With regard to physical activity, the District shall:

[It is recommended that one (1) or more of the following be selected from both categories:]

1. **Physical Education**

   a. **(X)** A sequential, comprehensive physical education program shall be provided for students in K-12 in accordance with the physical education academic content standards and benchmarks adopted by the State.

   b. ~~**( )** The sequential, comprehensive physical education curriculum shall provide students with opportunities to learn, practice, and be assessed on developmentally appropriate knowledge, attitudes, and skills necessary to engage in lifelong, health-enhancing physical activity.~~

   c. ~~**( )** Planned instruction in physical education shall be sufficient for students to achieve a proficient level with regard to the standards and benchmarks adopted by the State.~~

   d. ~~**( )** Planned instruction in physical education shall promote participation in physical activity outside the regular school day.~~

   e. ~~**( )** All students in grades K-12, including those with disabilities, special health care needs and in alternative educational settings (to the extent consistent with the students' IEPs), shall receive daily physical education for the entire school year, for at least 150 minutes per week for K-5 students and at least 225 minutes per week for students in grades 6 – 12.~~

      ~~**[The National Association for Sport and Physical Education (NASPE) defines a quality physical education program in the terms and minutes specified above.]**~~

   f. ~~**( )** All students in grades _____ – _____, including those with disabilities, special health care needs and in alternative educational settings (to the extent consistent with the students' IEPs), shall receive instruction in physical education for _____ (___) minutes **( ) daily ( ) _____ days per week** for the entire school year.~~

   g. ~~**( )** All students, including those with disabilities, special health care needs and in alternative educational settings (to the extent consistent with the students' IEPs), shall receive instruction in physical education for~~

~~_____ (_____) minutes **( ) per day ( ) _____ days per week** for at least _____ semesters in grades _____ 12.~~

h. **(X)** The physical education curriculum shall provide sequential instruction related to the knowledge, attitudes, and skills necessary to participate in lifelong, health-enhancing physical activity.

i. **(X)** Physical education classes shall provide students with opportunities to learn, practice, and be assessed on developmentally appropriate knowledge, attitudes and skills necessary to engage in lifelong, health-enhancing physical activity.

j. **(X)** The sequential, comprehensive physical education curriculum shall stress the importance of remaining physically active for life.

k. **(X)** The K-12 program shall include instruction in physical education as well as opportunities to participate in competitive and non-competitive team sports to encourage lifelong physical activity.

l. **(X)** Planned instruction in physical education shall require students to be engaged in moderate to vigorous physical activity for at least fifty percent (50%) of scheduled class time.

m. **(X)** Teachers properly certificated/licensed in the subject area of physical education shall provide all instruction in physical education.

n. ~~**( )** Professional development opportunities should focus on the physical education content area.~~

o. ~~**( )** All physical education classes shall have a student/teacher ratio comparable to the student/teacher ratio in other curricular areas.~~

~~**[NASPE includes this option in the definition of a quality physical education program.]**~~

p. ~~**( )** Planned instruction in physical education shall teach cooperation, fair play, and responsible participation.~~

q. **(X)** Planned instruction in physical education shall meet the needs of all students, including those who are not athletically gifted.

r. **(X)** Planned instruction in physical education shall be presented in an environment free of embarrassment, humiliation, shaming, taunting, bullying or harassment of any kind.

s. **(X)** Planned instruction in physical education shall include cooperative as well as competitive games.

t. **(X)** Planned instruction in physical education shall take into account gender and cultural differences.

u. **(X)** On an annual basis, physical education teachers shall review and affirm receipt of the Ohio Department of Health's concussion information sheet.

v. **(X)** Physical Education teachers shall remove from class participation any student who exhibits signs, symptoms, or behaviors consistent with having sustained a concussion or head injury. The Principal and/or teacher shall notify parents or guardians about the possible concussion or head injury.

w. **(X)** Any student who has been removed from physical education class participation because s/he has exhibited signs, symptoms, or behaviors consistent with having sustained a concussion or head injury shall not be permitted to return to physical education class until the student's condition is assessed by a physician, and the physician gives the student written clearance that it is safe to return to class.

x. ~~**( ) [other:]** _____~~

y. ~~**( ) [other:]** _____~~

z. ~~**( ) [other:]** _____~~

2. **Physical Activity**

a. **(X)** Physical activity ~~**( )** shall~~ **(X)** should not be employed as a form of discipline or punishment.

b. **(X)** Physical activity and movement shall be integrated, when possible, across the curricula and throughout the school day.

c. **(X)** Schools shall encourage families to provide physical activity outside the regular school day, such as outdoor play at home, participation in sports sponsored by community agencies or organizations, and in lifelong physical activities like bowling, swimming, or tennis.

d. ~~**( )** All students in grades K–5/6 shall be provided with a daily recess period at least _____ (___) minutes in duration. Recess shall not be used as a reward or punishment.~~

~~**[NASPE's recommendation is that all elementary school students should be provided with at least one daily period of recess for a minimum of twenty (20) minutes.]**~~

e. **(X)** The school shall provide information to families to encourage and assist them in their efforts to incorporate physical activity into their children's daily lives.

f. **(X)** The school shall encourage families and community organizations to help develop and institute programs that support physical activity of all sorts.

g. ~~**( )** The school shall provide students in grades _____ – _____ with the opportunity to use physical activity in which they participate outside the regular school day (other than organized interscholastic athletics) to satisfy physical activity requirements.~~

h. ~~**( )** In addition to planned physical education, the school shall provide age-appropriate physical activities (e.g., recess during the school day, intramurals and clubs before and after school, and interscholastic sports) that meet the needs of all students, including males, females, students with disabilities, and students with special health care needs.~~

~~**[This is a NASPE recommendation in their position statement on Comprehensive School Physical Activity Programs (2008).]**~~

i. ~~**( )** All students in grades ___ – ___ shall have the opportunity to participate in extracurricular activities and intramural programs that emphasize physical activity.~~

j. ~~**( )** All students in grades ___ – 12 shall have the opportunity to participate in interscholastic sports programs.~~

k. ~~**( )** Schools shall offer a wide range of physical activities outside the regular school day that meet the needs, interests, and abilities of all students, including males, females, students with disabilities, and students with special health care needs.~~

l. ~~**( )** All before/after-school programs shall provide developmentally appropriate physical activity for the students who participate.~~

m. **(X)** Schools shall discourage extended periods of student inactivity, without some physical activity.

n. **( )** ~~**[other:]** _____~~

o. ~~**( ) [other:]** _____~~

p. ~~**( ) [other:]** _____~~

C. With regard to other school-based activities~~ the District shall~~:

Free drinking water shall be available to students during designated meal times and may be available throughout the school day.

[Select one or more of the following:]

1. ~~**( )** The schools shall provide at least _____ (___) minutes daily for students to eat.~~

2. **(X)** The schools shall schedule mealtimes so there is minimum disruption by bus schedules, recess, and other special programs or events.

3. **(X)** The school shall provide attractive, clean environments in which the students eat.

4. ~~**( )** Students at _____ **[insert name(s) of building(s)]** are not permitted to have drinks in the classroom.~~

5. ~~**( )** Students at _____ **[insert name(s) of building(s)]** are permitted to have bottled water only in the classroom.~~

6. ~~**( )** Activities, such as tutoring or club meetings, shall not be scheduled during mealtimes, unless students may eat during those meetings.~~

7. ~~**( )** Schools **( ) may ( ) shall** limit the number of celebrations involving serving food during the school day to no more than _____ (_____) party(ies) per class per month.~~

8. **(X)** Students, parents, and other community members shall have access to, and be encouraged to use, the school's outdoor physical activity facilities outside the normal school day.

9. **(X)** An organized wellness program shall be available to all staff.

10. ~~**( )** The schools **( )** shall **( )** may use environmentally friendly practices, such as the use of locally grown foods and non-disposable tableware and dishes.~~

11. **(X)** The schools ~~**( )** shall~~ **(X)** may provide opportunities for staff, parents, and other community members to model healthy eating habits by dining with students in the school dining areas.

12. **(X)** The schools ~~**( )** shall~~ **(X)** may demonstrate support for the health of all students by hosting health clinics and screenings and encouraging parents to enroll their eligible children in Medicaid or in other children's health insurance programs for which they may qualify.

13. **(X)** Schools in our system utilize electronic identification and payment systems, therefore, eliminating any stigma or identification of students eligible to receive free and/or reduced meals.

14. ~~**( )** Students are discouraged from sharing their foods or beverages with one another during meal times, given concerns about allergies and other restrictions on some students' diets.~~

15. ~~**( ) [other:]** _____~~

16. ~~**( ) [other:]** _____~~

D. With regard to nutrition promotion, any foods and beverages marketed or promoted to students on the school campus, during the school day, will meet or exceed the USDA Smart Snacks in School nutrition standards.

Additionally, the District shall:

1. **(X)** encourage students to increase their consumption of healthful foods during the school day;

2. **(X)** create an environment that reinforces the development of healthy eating habits, including offering the following healthy foods that comply with the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards:

   a. ~~**( )** a variety of fresh produce to include those prepared without added fats, sugars, refined sugars, and sodium;~~

   b. ~~**( )** a variety of vegetables daily to include specific subgroups as defined by dark green, red/orange, legumes, and starchy;~~

   c. ~~**( )** whole grain products - half of all grains need to be whole grain rich upon initial implementation and all grains must be whole grain rich within two (2) years of implementation;~~

   d. ~~**( )** fluid milk that is fat free (unflavored and flavored) and low fat (unflavored);~~

e. ( ) meals designed to meet specific calorie ranges for age/grade groups;

3. ( ) eliminate trans fat from school meals;

4. ( ) require students to select a fruit or vegetable as part of a complete reimbursable meal;

5. ( ) designate wellness champions at each school that will promote resources through the District's website for wellness for students, families and the community;

6. ( ) provide opportunities for students to develop the knowledge and skills for consuming healthful foods.

[ ] The District nutrition department will promote and encourage Farm to School efforts in order to provide the healthy foods identified above.
[ ] All foods and beverages sold to students as fund-raisers outside of the school meals program during the regular and extended school day for consumption on the school campus shall meet the USDA Competitive Food regulations, the Alliance for A Healthier Generation's Competitive Foods and Beverages Guidelines, and the USDA Smart Snacks in School nutrition standards.
[ ] Rewarding children in the classroom should not involve candy and other foods that can undermine children's diets and health and reinforce unhealthy eating habits. A wide variety of alternative rewards can be used to provide positive reinforcement for children's behavior and academic performance.
[ ] Promotions/Partnerships:

A. ( ) Through partnership with the _____ **[insert local running organization]** each school has the opportunity to earn $_____ **[identify dollar amount or other gift]** to start and implement a mileage or running club.

B. ( ) Through USTA partnerships, each K-12 school has the opportunity to receive more than $_____ **[insert dollar amount]** worth of equipment to teach and implement tennis appropriate to grade level in the curriculum.

C. ( ) Through community partnerships, the elementary schools will receive training and equipment to implement the _____ **[insert name of a golf program; e.g., First Tee Golf]** into the curriculum.

D. ( ) Through grants from the _____ **[insert source of grants]** and local businesses, each elementary school has the opportunity to implement the _____ **[insert name of local bike safety program]**.

E. ( ) _____

F. ( ) _____

Furthermore, with the objectives of enhancing student health and well being, and reducing childhood obesity, the following guidelines are established:

A. In accordance with Policy 8500, entitled Food Service, the food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

B. As set forth in Policy 8531, entitled Free and Reduced Price Meals, the guidelines for reimbursable school meals are not less restrictive than the guidelines issued by the U.S. Department of Agriculture (USDA).

   The sale of foods of minimal nutritional value in the food service area during the lunch period is prohibited.

C. The sale of foods and beverages to students that do not meet the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards to be consumed on the school campus during the school day is prohibited.

D. All food items and beverages available for sale to students for consumption on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) between midnight and thirty (30) minutes after the close of the regular school day shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, including, but not limited to, competitive foods that are available to students a la carte or as entrees in the dining area (except entree items that were offered on the National School Lunch Program (NSLP) or School Breakfast Program (SBP) menu on the day of and the day after they are offered on the NSLP or SBP menu), as well as food items and beverages from vending machines, from school stores, or as fund-raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs.

E. All foods offered on the school campus during the school day shall comply with the current USDA Dietary Guidelines for Americans, including competitive foods that are available to students a la carte in the dining area, as classroom snacks, from vending machines.

~~**[DRAFTING NOTE: THE FINAL RULES STATE THAT A POLICY MUST HAVE STANDARDS FOR FOOD AND BEVERAGES "PROVIDED" AT SCHOOL, SUCH AS PROVIDED FOR A CLASS PARTY OR AS A REWARD TO STUDENTS. THESE STANDARDS DO NOT HAVE TO MEET THE REQUIREMENTS IMPOSED ON FOOD SOLD AT SCHOOL. A DISTRICT CAN ADOPT THE SAME STANDARD AS FOR SOLD FOOD OR ESTABLISH ITS OWN STANDARDS AS LONG AS IT HAS SOMETHING IN PLACE FOR FOOD PROVIDED IN SCHOOL OTHER THAN THROUGH SALE. THIS DOES NOT APPLY TO FOOD BROUGHT IN FOR INDIVIDUAL CONSUMPTION, I.E., A SACK LUNCH.]**~~

F. All food and beverages that are provided, other than through sale, on the school campus during the school day (which may include for classroom parties and at holiday celebrations) shall comply with the

(~~**)** current USDA Dietary Guidelines for Americans.~~

OR

( ) food and beverage standards approved by the **(X)** Superintendent ~~**( )** _____~~.

~~**OR( )** the following standards:~~

~~_____~~

~~**[It is recommended that one (1) or more of the following be selected:]**~~

G. ~~**( )** The food service program will strive to be financially self-supporting; however, if it is necessary to subsidize the operation, it will not be through the sale of foods with minimal nutritious value.~~

H. ~~**( )** The food service program will provide all students affordable access to the varied and nutritious foods they need to be healthy and to learn well regardless of unpaid meal balances and without stigma.~~

I. ~~**( )** All foods available on campus at any time shall comply with the current USDA Dietary Guidelines for Americans, including competitive foods that are available to students a la carte in the dining area, as well as foods that are served as classroom snacks, from vending machines, for fundraisers, for classroom parties, at holiday celebrations, at concession stands, or at any school-related event.~~

J. ~~**( )** The school food service program **( )** may **( )** shall involve~~

~~**( )** students,~~

~~**( )** parents,~~

~~**( )** staff,~~

~~**( )** school officials~~

~~in the selection of competitive food items to be sold in the schools.~~

K. ~~**( )** Nutrition information for competitive foods available during the school day shall be readily available near the point of purchase.~~

L. ~~**( )** All foods available to students in District programs, other than the food service program, shall be served with consideration for promoting student health and well-being.~~

M. ~~**( )** The school shall prepare and distribute to staff, parents, and after-school program personnel a list of snack items that comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards.~~

N. ~~**( )** The food service program shall be administered by a qualified nutrition professional.~~

O. ~~**( )** The food service program shall be administered by a director who is properly qualified, certificated, licensed, or credentialed, according to current professional standards.~~

P. ~~( ) All food service personnel shall receive pre-service training in food service operations.~~

Q. ~~( ) Continuing professional development shall be provided for all staff of the food service program.~~

R. ~~( ) [other:] _____~~

S. ~~( ) [other:] _____~~

The Board designates ~~( ) the Superintendent~~ **(X)** the Building Principals as the individual(s) charged with operational responsibility for measuring and evaluating the District's implementation and progress under this policy. ~~The Superintendent shall develop administrative guidelines necessary to implement this policy.~~

The Superintendent shall appoint a District-wide Wellness Committee that ~~( )~~ ~~meets at least four (4) times per year and~~ includes parents, students, representatives of the school food authority, educational staff (including health and physical education teachers), mental health and social services staff, school health professionals, members of the public, and school administrators to oversee development, implementation, evaluation and periodic update of this policy. The Wellness Committee shall be an ad hoc committee with members recruited and appointed annually. School level health advisory teams may assist in the planning and implementation of these Wellness initiatives.

The Wellness Committee shall be responsible for:

A. assessment of the current school environment;

B. review of the District's Wellness policy;

C. presentation of the Wellness policy to the Board for approval;

D. measurement of the implementation of the policy; and

E. recommendation for the revision of the policy, is necessary.

Before the end of each school year, the Wellness Committee shall recommend to the Superintendent any revisions to the policy it deems necessary and/or appropriate. In its review, the Wellness Committee shall consider evidence-based strategies in determining its recommendations.

The Superintendent shall report annually to the Board on the Wellness Committee's progress and on its evaluation of the policy's implementation and areas for improvement, including status of compliance by individual schools and progress made in attaining the policy's goals.

The Superintendent is also responsible for informing the public, including parents, students and community members, on the content and implementation of this policy. In order to inform the public, the Superintendent shall

~~( ) distribute information at the beginning of the school year to families of school children;~~
~~( ) include information in the student handbook;~~
~~( ) _____ [insert other methods of informing the public]~~

~~and~~ post the policy on the District's website, including the Wellness Committee's assessment of the policy's implementation.

The District shall assess the Wellness Policy at least once every three (3) years on the extent to which schools in the District are in compliance with the District policy, the extent to which the District policy compares to model wellness policies, and the progress made in attaining the goals of the District Wellness Policy. The assessment shall be made available to the public:

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the school District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) in the School District's calendar.~~

E. ~~( ) _____.~~

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Legal	42 U.S.C. 1751, Sec. 204
	42 U.S.C. 1771
	7 C.F.R. Parts 210 and 220

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

This Memorandum of Understanding is entered into this 2nd day of March 2021, 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, Appendix D of the Agreement details the Supplemental Salary Schedule.

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

1. For the 2020-2021 middle school girls' track season, three (3) people will share the head coach and assistant coaches responsibilities.

2. As a result, the payment of the three (3) supplemental contracts (Middle School Head Girls' Coach, and the two (2) Middle School Assistant Girls' Coach) will be paid by splitting the amounts specified in the Agreement into thirds to arrive at a final payment for each coach. In order to do this, each coach will be paid ⅓ of the amount he/she would receive as head coach and ⅓ of the amount he/she would be paid for each assistant coach position.

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

_____
Stephine Schmeltzer, WEA Co-President

_____
Rob Earle, 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 2nd day of March 2021, 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, 9.01, Work Year, A. 3 states the following:

"*School counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected school counselors.*"

.

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

1. The new teaching position called Opportunity School Coordinator (see attached job description) will be provided up to one hundred forty (140) extended work hours. The extended work hours will be paid pursuant to a supplemental contract at the Opportunity School Coordinator's per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the Opportunity School Coordinator.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

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

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

For the Wadsworth Education Association	**For the Wadsworth City School District Board of Education**
_____	_____
Stephine Schmeltzer, WEA Co-President	**Andrew J. Hill, Ed.D., Superintendent**
	Resolution Number:_____

Rob Earle, WEA Co-President

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Wadsworth City School District
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Wadsworth, OH 44281

SHIP TO
Rich Barnett
Media Communications
Wadsworth High School
625 Broad Street
Wadsworth, OH 44281

Items

Line #	Part #	OS	Description	Price	Qty	Line Price
1	1682756	Win	Image-Line Software FL Studio Fruity Edition (Digital Download)	99.00	2	198.00

Subtotal:	$198.00
Shipping:	0
Tax:	$0.00
Total:	$198.00

Notes

- Term - quotes are valid for 30 days from the date issued. Any changes made to the quote may affect the pricing offered.
- Payment - this quote assumes payment by check or ACH. Payment by credit card will result in an additional 3% fee to cover costs.
- Products - by accepting this quote, you agree to review all products, quantities, and system requirements to ensure they are correct.
- Availability - quotes do not hold or guarantee product availability.
- Returns - Most unopened items may be returned within 30 days of receipt for a refund. All software Licensing and Electronic Software Downloadable (ESD) products are non-returnable and non-refundable.
- We reserve the right to modify our policies at any time without prior notice to our customers.
- Please include your tax exempt ID number on all purchase orders.
- Terms & Conditions: http://journeyed.com/page/terms_and_conditions

Signature: _____

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2/24/2021 MB

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Ohio Madina Ohio

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2/24/2021

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- to partner with other parties to provide specific services. When you submit your information, we may share names, or other contact information that is necessary for the third party(s) to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services;
- to determine the country in which you are located for compliance purposes, including without limitation export compliance, and for security, anti-piracy, and fraud prevention purposes;
- to help verify that existing personal information about you in our possession is accurate and complete;
- for lead generation purposes;
- to provide you with product updates and upgrades, special offers, pricing information, newsletters, and other information, either on our own behalf or in some cases on behalf of a partner or client acting as their agent, where you have consented to receive it;
- to determine if you are eligible to participate in an offered program (e.g., a special pricing program);
- to undertake any other promotional activities where you have consented to such promotional activities;
- in connection with keys, access codes or other information as may be required to permit you to access the websites or services of our partners to receive products, updates or services;
- for the purposes identified in a specific Supplemental Privacy Notice posted on the page or area of this website where you provided that information;
- to verify compliance with applicable laws, rules and regulations;
- if you visit this website for the purposes of conducting a purchase transaction:
    - to take, verify, process or deliver your order, process or obtain payment, verify your tax or tax exempt status, contest chargebacks, determine your eligibility for a line of credit, or notify you of the status of your order;
    - for fraud and piracy prevention purposes;
    - to provide you, to the extent permitted by law, with a personalized shopping experience;
    - to register your purchase with the manufacturer or service provider for warranty, technical support or similar purposes;
    - to provide notice of your purchase to the provider of an online service for which you purchase a service use right from us, for example, in order for the service provider to enable your access to the service;
    - to establish an account for future purchases by you if you have consented to the creation of an account;
    - to facilitate the renewal of subscriptions for products or services; and
    - to provide you with effective customer service (which may to the extent and in a manner permitted by applicable law, include contacting visitors who commence but do not complete a checkout process to follow up on the incomple and/or technical support.

We keep your personal information only as long as we need it for the purposes for which it was originally collected (or to which you have subsequently consented), for other legitimate purposes (such as regulatory compliance), and as permitted or required by applicable law. We may retain eligibility verification information you provide for a period of three (3) years. We will observe applicable law and take reasonable steps to ensure any person or entity receiving personal information for the purposes described above, are obligated to protect and keep secure the personal information on your behalf.

Our Use of Anonymous Information. We may use anonymous information collected by us:

- to personalize and support your use of this website, our services, and/or the services of our partners;
- to improve this website, the customer experience, our advertising systems, and our products and services;
- for fraud prevention purposes, such as device fingerprinting;
- to identify actions or transactions as originating through an affiliate marketing or referral program;
- to deliver targeted advertisements on this website and other websites;
- to provide reporting to our current and prospective partners and service providers; and
- for other historical, statistical or research and analysis purposes.

In addition, we may "de-identify" personal information by removing any information that identifies you specifically, and use the rest for the purposes set forth above.

Our Partners. When we make a vendor's products available for sale through a website we operate, we are doing so as an independent e-commerce reseller of, or service provider for, that vendor, and if the website is co-branded, the partner whose name and/or logo appears on the particular website. In connection with your purchase of a product or service through an online store we operate, we will provide certain of the personal information and/or anonymous information you provide to our partner whose branding appears on the particular website in connection with your purchase to that partner for reporting purposes, to allow our partner or its service provider to register your purchase, to enable your access to products or services provided by our partner or its suppliers, to facilitate warranty, technical support or after-sales service, to allow our partner or its subcontractor to send communications to you if you have consented to receive them, to allow our partner or its service provider to provide services in connection with this website such as customer support or single sign-on functionality on this website and our s website, or for similar purposes in order to fulfill obligations to you. We may also include your name, educational institution, list of purchased products, and manner of verification of educational eligibility to certain product manufacturers if required by them to verify educational eligibility for certain promotions. We may also make your eligibility verification information available for review by such product manufacturers at our facilities in connection with an audit by that product manufacturer, provided the product manufacturer is under contractual obligation to us to keep all such reviewed information confidential. We may also provide certain of the personal information you provide in connection with your purchase to the publisher or manufacturer of a product you purchase, or operator of a service for which you purchase a service use right from us, if different than the partner whose name and/or logo appears on this website. The privacy policy of our partner, and of the publisher, manufacturer or operator of the product or service you provide, will govern how that party uses and protects any of your personal information that we provide to them.

Our Service Providers. We utilize other companies, including but not limited to our corporate affiliates, to provide joint services or certain services to us or on our behalf and help us to operate our business. For example, to the extent permitted by applicable law we may use our corporate affiliates and/or other companies to host or maintain this website, to process credit card payments, to provide fraud screening and/or detection services, to perform eligibility verification services, to perform data integrity checks, to offer you a line of credit, to provide website optimization services, to fulfill your order, for payment collection, to deliver advertisements on this website and third party websites, to send mail or e-mail, and/or to provide customer service. We may share your information with our service providers in connection with their provision of services to us. These companies are required by contract to use any information we share with them only to perform services to us or on our behalf and to protect the confidentiality of your personal information. If these companies are collecting anonymous information, we may also allow them to utilize anonymous information for their business purposes. We will not share your personal information with our affiliates or unrelated third parties to use for their own marketing purposes without your consent.

To Comply With Legal Requirements, Cooperate With Law Enforcement, Prevent Fraud and Other Crimes, and Protect Legal Rights, Property, You and Others. To the extent permitted by applicable law, we may disclose the personal information we collect on this website without notifying you when we, in good faith, believe disclosure is appropriate to comply with the law or a regulatory requirement; to comply with governmental, administrative or judicial process, requirement or order, such as a subpoena or court order; to cooperate with law enforcement or other governmental investigations (without necessarily requiring the law enforcement or government agency requesting the information to formally serve us with a subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce a contract; to protect the legal rights, property or safety of JourneyEd, its corporate affiliates, and their respective employees, clients and partners and agents, other users or the public in general; or to protect your vital interests if determined necessary by us. In addition, we may review our server logs for security purposes, such as detecting intrusions into our network. If we suspect criminal activity, we may share our server IP addresses

In Connection With Corporate Events. If one of our corporate affiliates or a third party has acquired our business, specific assets or the business of one of our operating divisions through which you have provided information to us, for example, as the result of a sale, merger, reorganization, insolvency, dissolution or liquidation, your personal information will become owned by that company. In that event, the acquiring company's use of your personal information will still be subject to this Privacy Statement, any applicable Supplemental Privacy Notices, and the privacy preferences you have expressed to us.

Your Choices

JourneyEd respects your right to make choices about the ways we collect, use and disclose information about you. Your personal information will only be used or disclosed for the specific purposes for which it is collected or as authorized by law.

At any time you can have your name removed from our email marketing lists. If you wish to opt out of receiving information please click the â€œunsubscribeâ€ link found at the bottom of every email.

If you decide you do not wish to receive further postal mailings or telephone calls from us, please let us know by mailing or faxing a letter containing your name and address to: JourneyEd.com, Inc., ATTN: Do Not Mail, 80 E. McDermott Dr. Allen, Texas 75002. To ensure your request is handled accurately, please include a copy of your catalog label with your request. Please make sure to contact us for each address you have provided to us. You may also use the above address to eliminate duplicate catalogs by mailing or faxing a letter containing your name and address and this request, ATTN: Catalog De-Duplication.

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We and our partners use third party service providers, which may include but are not limited to Google Analytics , to serve ads on our behalf across the Internet, and sometimes on this website. These ads may collect anonymous information about your visits to the website on which such ad is placed, your interaction with these ads and the products and services offered by us, our partners and our suppliers through the use of a pixel tag or other web technologies. We and our partners may use this anonymous information to provide targeted advertisements to you for goods and services. If you would like more information about this practice and to know your choices about not having this anonymous information used, please visit [2]www.networkadvertising.org/consumer/opt_out.asp. You may view a list of third party service providers who collect anonymous information, and/or opt-out of such collection of anonymous information about you, by visiting [3]http://www.networkadvertising.org/managing/opt_out.asp. If you opt out of having your information collected through cookies, web beacons and other tools, your existing display advertising cookie(s) will be deleted and new cookie will attempt to be placed that instructs service providers not to track your future activities when that cookie is detected (a "no-track" cookie). If your browsers are configured to reject cookies when you visit our opt-out page, a "no-track" cookie cannot be set on your computer. Also, if you subsequently erase "no-track" cookies, use a different computer or change web browsers, you will need to opt-out again.

Security of Information

We are committed to keeping personal information secure. We have implemented physical, technical and administrative safeguards reasonably designed to protect your personal information from unauthorized access and disclosure. When we collect or transmit sensitive information such as a financial account number, social security number, s license information, or a birth certificate, we use industry standard methods and those methods required by law to protect that information. It is important that you understand, however, that no website, database or system is completely secure or "hacker-proof." You are also responsible for taking reasonable steps to protect your personal information against unauthorized disclosure or misuse, for example, by protecting your password.

Different countries have different privacy laws and requirements. Please know, however, that no matter where your personal information is collected, used, transferred or stored, if it was collected through this website, it will be protected by us in accordance with the terms of this Privacy Statement, any Supplemental Privacy Notices that apply to you, and applicable laws, rules and regulations.

Accessing and Correcting Your Personal Information

We strive to maintain the accuracy and integrity of the personal information in our databases and to keep that information up-to-date. We provide ways for you to access your personal information as required by applicable law, so that you can correct inaccuracies or update your personal information.

If you would like to review, correct or challenge your personal information, please contact us by postal mail or fax addressed to us at JourneyEd.com, Inc., ATTN: Information Update, 80 E. McDermott Dr. Allen, Texas 75002 or by e-mail at privacy@JourneyEd.com. You may write to us in your own language.

If you contact us we may, for your protection, ask you for additional information to verify your identity. In most cases, we will provide the access you request and correct or delete any inaccurate personal information you discover. We reserve the right, however, to limit or deny your request to the extent permitted by applicable law if the disclosure may lead to a breach of applicable law and regulation, e.g. in case of any legal obligation to retain certain data, or if you have failed to provide sufficient evidence to verify your identity.

Links to Third Party Websites

This Privacy Statement is only applicable to the use and disclosure of information we collect from and about you through this website and any other websites on which this Privacy Statement appears. It does not apply to information collected on the websites of our partners, service providers or any other third party, even if their website links to this website, or this website links to theirs. We do not control the privacy policies of our partners, service providers or other third parties. If you disclose information to any other party, different terms may apply to their use and disclosure of information disclosed to those third parties. Please review the privacy statement posted on each website you visit.



all terms agreed to 3/1/2021

Children's Privacy

If you have not reached the age of majority or are not able to enter into legally binding agreements in your country, you may not use this website unless supervised by an adult. Our goal is to comply with applicable laws and regulations relating to collection and use of information from children as such term is defined by applicable laws. If you believe that we have received information from a child

or other person protected under such laws, please notify us immediately by postal mail addressed to JourneyEd.com's Privacy Department, 80 E. McDermott Dr. Allen, Texas 75002, United States of America or by e-mail at privacy@JourneyEd.com, and we wiles, or have privacy-related questions not answered online, you may contact us by any of the following means:

- *By Mail:* You may contact us by postal mail addressed to JourneyEd.com, Inc., ATTN: Privacy Department, 80 E. McDermott Dr., Allen, Texas 75002, United States of America.
- *By Email:* You may contact us by e-mail at privacy@JourneyEd.com. Please specify "Global Privacy Question" in the subject line to help us to expedite our review of your e-mail.

You may write to us in your own language.

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WADSWORTH CITY SCHOOLS

Opportunity School Coordinator

JOB DESCRIPTION

Title: Opportunity School Coordinator

Reports To: High School Principal and/or designee

Employment Status: 184 days (with extended days up to 20 days, per the Memorandum of Understanding with the Wadsworth Education Association)

W.S.S.A. Status: Wadsworth Education Association

General Description:

The Opportunity School Coordinator will provide an environment that will encourage students to maximize academic and behavioral potential by developing positive attitudes, a sense of self-worth, and a vision of becoming successful and productive citizens in the community. In this safe, structured environment students will gain academic skills, as well as develop self-discipline. The Opportunity School will have both an a.m. session and p.m. session. The Coordinator will teach academic content when appropriate and will effectively utilize the online learning platform and curriculum. The Coordinator will establish relationships with the local community to provide wrap-around services and work experiences for students.

Qualifications:

1. Valid driver's license.
2. Valid Ohio Teacher License; valid Ohio administrative license preferred but not required.
3. Demonstrate competency with online curriculum programming.
4. Three (3) years' teaching experience at the secondary level preferred but not required.
5. Ability to collaborate with appropriate school personnel and local organizations.
6. Previous experience working with at-risk students.
7. Physically able to perform items listed in essential duties.
8. Validation of qualifications as determined by interview.
9. Other relevant criteria, as determined by the Board of Education, Superintendent and/or designee to be appropriate, are acceptable.

Essential Duties:

1. Oversee, teach and supervise all Opportunity School students.
2. Supervise and work in conjunction with CAC/teacher on goal setting for CAC students and work completion.
3. Work collaboratively with other Opportunity School staff.
4. Create a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
5. Work with students and parent(s)/guardian(s) to set goals, progress monitor course completion, graduation requirements, behavior and attendance.

6. Communicate regularly and work collaboratively with students/parents, counselors, teachers, other department heads and administrators.
7. Provide academic support for Opportunity School students in all subject areas.
8. Assist students in identifying barriers that inhibit their educational and social development through character education.
9. Promote good relations with the City of Wadsworth and local businesses to provide work experiences and internships for students to earn high school credit.
10. Provide oversight for student work experience.

Other Duties:

1. Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings.
2. Help instill in students the belief in, and practice of, ethical principles and democratic values.
3. Strive to maintain and improve professional competence.
4. Complete all required training.
5. Attend staff meetings and serve on staff committees as required.
6. Adhere to all requirements of the Licensure Code of Professional Conduct for Ohio Educators.
7. Conduct other duties related to the Opportunity School Coordinator as assigned by the High School Principal or his/her designee.
8. Take all necessary and reasonable precautions to protect students, equipment, materials and facilities.
9. Maintain complete and accurate records as required by law, district policy, and administrative regulations.
10. Maintain confidentiality consistent with board policy and FERPA requirements.
11. Comply with all mandated reporting requirements.

Terms of Employment:

The terms of employment are as stated in The *Negotiated Agreement,* in accordance with Ohio Revised Code and terms and conditions of employment as per federal law.

Evaluation:

Evaluation of this position will be in accordance with the provisions and policies of the Wadsworth City School District Board of Education and the *Negotiated Agreement*.

Note: The above lists are not ranked in order of importance.

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the employee. The employee will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority, or designee.

_____ _____

Superintendent or Designee Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

_____ _____

Signature Date

TITLE: **Opportunity School Coordinator**

Created: February 10, 2021

CHALLENGE ISLAND
CONTRACT FOR SERVICES

This Agreement is by and between Varenta Corp. LLC (d/b/a Challenge Island, Summit-Medina), and Isham Elementary School.
The purpose of this Agreement is to lay out the terms for Challenge Island to provide virtual field trips to the K-4th grade students at the school.

Services

Challenge Island will offer virtual field trips (Lunar Lander Challenge) to the students the week of March 8th, 2021. There will be 11 sessions for in-person students (226 students) and 1 session for virtual learners (77). If an additional session is needed to accommodate all registered virtual learners (if more than 30 register) this can be completed at the end of the week. Each session will and run for approximately 1 hour. Supplies will be provided to the school for each student. Tape and scissors will be provided by the school/parents.

Pricing and Payment

The cost is $150 per session (up to 25 students per session). Challenge Island will email an invoice with payment with a 25% deposit due by 2/15 and the balance due upon delivery of the program. Payment may be in the form of a check or credit card.

Facility Needs

Each classroom will require a screen/smartboard to project the Challenge Island teach and provide audio for the students to hear.

Lap tops will be required as well that will allow the Challenge Island teacher to see and hear the students.

The majority of supplies will be provided by Challenge Island, however, each child will need access to tape and scissors to complete the task and this will be provided by the school.

For Digital Academy students, students will sign on using a Zoom link. Parents will need to pick up supplies at the school in advance and will need to provide scissors and tape for the students.

Preparation

Challenge Island will drop off materials to the school on Thursday March 4th.

A technical test of the audiovisual equipment will be conducted on March 3rd. Challenge Island will be provided a point of contact for this brief tech check.

The number of digital learners participating will be made available to Challenge Island by March 2nd.

The signatures below constitute each parties' agreement to this Agreement.

SIGNED this _____ day of _____, 2021

_____

Signature

_____

Jenna Williams, PTO President, Isham Elementary School

_____

Address

SIGNED this _____ day of _____, 2021.

_____

Signature

_____

Anne Vaughan, Owner, Challenge Island – Summit/Medina

_____

Address

ADDENDUM TO AGREEMENT

THIS ADDENDUM to the Agreement dated as of ____February 10th, 2021 _____ ("Agreement") between Varenta Corp LLC (dba Challenge Island, Summit-Medina) ("Company") and Isham Elementary School ("Provider") is entered into simultaneously with the execution of the Agreement.

RECITALS

Company operates a business providing unique challenge-based programs designed to foster critical and creative thinking skills, problem solving methodology, and core STEAM (Science, Technology, Engineering, Art, Mathematics) principles in children pursuant to the terms of a franchise agreement between Company and Challenge Island Global, LLC ("CIG"), the franchisor of the Challenge Island franchise system.

Provider owns and/or operates a family entertainment center, public park, **school**, or community center or other recreational facility (each, a "Facility").

Under the terms of the Agreement, Company will conduct certain Challenge Island camps, programs, and/or activities (collectively, "Challenge Island Activities") at the Facility.

As a condition to Company entering into the Agreement and performing the Challenge Island Activities, CIG requires Company and Provider to enter into this Addendum to reflect the relationship between Company, Provider and CIG.

NOW THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by reference) and the covenants and agreements contained in this Addendum, the parties agree to amend the Agreement as follows:

AV 3/03/2021

2/24/2021

1. ~~**Release and Indemnity.** Provider agrees to release, defend, indemnify, and hold harmless CIG and Company and their respective past, present, and future affiliates, officers, directors, managers, members, shareholders, agents, attorneys, consultants, and employees with respect to any claims, losses, costs, expenses, liabilities, demands, actions, fees (including reasonable attorneys' fees and court or other costs), expenses, and damages (collectively, "Claims") relating to, resulting from, or arising out of, or alleged to relate to, result from, arise out of, any property damage or bodily injury (including illness and death) to any person, including, but not limited to, any child participating in Challenge Island Activities and any parent, family member, guest, or caretaker of such child, arising or resulting from (a) that person's presence at the Facility; (b) that person's use of the Facility; (c) that person's active or passive participation in the activities offered by the Provider at the Facility; and/or (d) loss or theft of that person's personal property at the Facility. This Section 1 will apply even if any Claim is caused, in whole or in part, by the negligence, gross negligence, strict liability or willful misconduct of the subject person but will not apply with respect to bodily injury to a child who, at the time of the injury, was participating in Challenge Island Activities under the supervision of Company's employees.~~

2. **Third Party Beneficiary.** Provider agrees that, with respect to any Claims arising while Company is conducting Challenge Island Activities at the Facility, CIG and Company will be deemed to be a third party beneficiary of any waiver or release that Provider requires as a condition to participation in activities offered at the Facility and is entitled to the rights and benefits of that waiver or release.

3. **Miscellaneous.**

a. **Interpretation.** The terms of this Addendum form an integral part of the Agreement and hereby incorporated into and made a part of it. The Agreement shall be amended only as provided in this Addendum. All other provisions of the Agreement shall continue in full force and effect as set forth therein. In the event of a conflict between the terms contained in the Agreement and this Addendum, the terms and conditions of this Addendum shall govern and control.

b. **Execution in Counterparts.** This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Addendum or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the date(s) below.

COMPANY:

Verneta Corp LLC [redacted]

By: [redacted]

Print Name: Anne Vaughan

Title: Owner

Date: February 10th 2021

PROVIDER:

Isham Elementary School

By: _____

Print Name: _____

Title: _____

Date: February 10th, 2021

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QUOTE PREPARED FOR:

Wadsworth City Bd of Ed
524 BROAD ST
WADSWORTH, OH 44281-2306
ACCOUNT NUMBER [redacted]

SUBSCRIPTION/DIGITAL CONTACT:

Michele Evans
mevans@wadsworthschools.org
(330) 335-1315

CONTACT:

Michele Evans
mevans@wadsworthschools.org
(330) 335-1315

SALES REP INFORMATION:

Open Mester
becky.ferrell@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
GLENCOE MATH ©2015, COURSE 1	$10,588.92	($1,576.50)	$9,012.42
GLENCOE MATH ©2015, COURSE 2	$6,709.14	($1,576.80)	$5,132.34
GLENCOE MATH ©2015, COURSE 3	$7,817.94	($1,576.80)	$6,241.14
GLENCOE MATH ACCELERATED ©2014	$3,594.03	($811.95)	$2,782.08
GLENCOE ALGEBRA I ©2014	$10,114.65	($314.10)	$9,800.55
GLENCOE GEOMETRY ©2014	$10,655.37	($314.10)	$10,341.27
GLENCOE ALGEBRA II ©2014	$6,509.85	($314.10)	$6,195.75
GLENCOE PRECALCULUS ©2014	$4,915.50	($387.90)	$4,527.60
PRODUCT TOTAL*	$60,905.40	($6,872.25)	$54,033.15
ESTIMATED S&H**	[redacted]		$742.22
ESTIMATED TAX**			$0.00
GRAND TOTAL*			$54,775.37

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 12/28/2020
QUOTE NUMBER: JMCCO-12282020-008
ACCOUNT NAME: Wadsworth City Bd of Ed
ACCOUNT #: [redacted]
EXPIRATION DATE: 02/11/2021
PAGE #: 1

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
GLENCOE MATH ©2015, COURSE 1					
GLENCOE MATH COURSE 1 1 YEAR COMPLETE STUDENT BUNDLE	978-0-02-145512-6	9	$26.52	$0.00	$238.68
GLENCOE MATH COURSE 1 VOLUME 1 STUDENT EDITION	978-0-07-669100-5	101	$10.62	$0.00	$1,072.62
GLENCOE MATH COURSE 1 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-678330-4	382	$20.16	$0.00	$7,701.12
GLENCOE MATH COURSE 1 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-669359-7	10	$157.65	$1,576.50	*Free Materials
	GLENCOE MATH ©2015, COURSE 1 Subtotal:			**$1,576.50**	**$9,012.42**
GLENCOE MATH ©2015, COURSE 2					
GLENCOE MATH COURSE 2 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-667838-9	200	$20.16	$0.00	$4,032.00
GLENCOE MATH COURSE 2 VOLUME 1 STUDENT EDITION	978-0-02-144789-3	3	$10.62	$0.00	$31.86
GLENCOE MATH COURSE 2 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-667838-9	53	$20.16	$0.00	$1,068.48
GLENCOE MATH COURSE 2 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-679347-1	10	$157.68	$1,576.80	*Free Materials
	GLENCOE MATH ©2015, COURSE 2 Subtotal:			**$1,576.80**	**$5,132.34**
GLENCOE MATH ©2015, COURSE 3					
GLENCOE MATH COURSE 3 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-678393-9	133	$20.16	$0.00	$2,681.28
GLENCOE MATH COURSE 3 VOLUME 1 STUDENT EDITION	978-0-07-667852-5	115	$10.62	$0.00	$1,221.30
GLENCOE MATH COURSE 3 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-678393-9	116	$20.16	$0.00	$2,338.56
GLENCOE MATH COURSE 3 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-675085-6	10	$157.68	$1,576.80	*Free Materials
	GLENCOE MATH ©2015, COURSE 3 Subtotal:			**$1,576.80**	**$6,241.14**
GLENCOE MATH ACCELERATED ©2014					
GLENCOE MATH ACCELERATED ESTUDENT EDITION ONLINE 1-YEAR SUBSCRITPTION	978-0-07-664466-7	138	$20.16	$0.00	$2,782.08
GLENCOE MATH ACCELERATED ETEACHER EDITION ONLINE 1-YEAR SUBSCRIPTION	978-0-07-664492-6	5	$162.39	$811.95	*Free Materials
	GLENCOE MATH ACCELERATED ©2014 Subtotal:			**$811.95**	**$2,782.08**
GLENCOE ALGEBRA I ©2014					
GLENCOE ALGEBRA 1 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-663919-9	435	$22.53	$0.00	$9,800.55
GLENCOE ALGEBRA 1 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-663920-5	10	$31.41	$314.10	*Free Materials
	GLENCOE ALGEBRA I ©2014 Subtotal:			**$314.10**	**$9,800.55**

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QUOTE DATE: 12/28/2020 ACCOUNT NAME: Wadsworth City Bd of Ed EXPIRATION DATE: 02/11/2021
QUOTE NUMBER: JMCCO-12282020-008 ACCOUNT #: [redacted] PAGE #: 2

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
GLENCOE GEOMETRY ©2014					
GLENCOE GEOMETRY ONLINE STUDENT EDITION 1 YR SUBSC	978-0-07-663925-0	459	$22.53	$0.00	$10,341.27
GLENCOE GEOMETRY ONLINE TEACHER EDITION 1 YR SUBSC	978-0-07-663926-7	10	$31.41	$314.10	*Free Materials
		GLENCOE GEOMETRY ©2014 Subtotal:		**$314.10**	**$10,341.27**
GLENCOE ALGEBRA II ©2014					
GLENCOE ALGEBRA 2 ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-663988-5	275	$22.53	$0.00	$6,195.75
GLENCOE ALGEBRA 2 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-663989-2	10	$31.41	$314.10	*Free Materials
		GLENCOE ALGEBRA II ©2014 Subtotal:		**$314.10**	**$6,195.75**
GLENCOE PRECALCULUS ©2014					
PRECALCULUS ONLINE ESTUDENT EDITION 1 YR. SUBSCRIPTION	978-0-07-664199-4	220	$20.58	$0.00	$4,527.60
PRECALCULUS ONLINE ETEACHER EDITION 1 YR. SUBSCRIPTION	978-0-07-664201-4	10	$38.79	$387.90	*Free Materials
		GLENCOE PRECALCULUS ©2014 Subtotal:		**$387.90**	**$4,527.60**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 12/28/2020 ACCOUNT NAME: Wadsworth City Bd of Ed EXPIRATION DATE: 02/11/2021
QUOTE NUMBER: JMCCO-12282020-008 ACCOUNT #: [redacted] PAGE #: 3

Because learning changes everything.®

QUOTE PREPARED FOR:

Wadsworth City Bd of Ed
524 BROAD ST
WADSWORTH, OH 44281-2306
ACCOUNT NUMBER: [redacted]

CONTACT:

Michele Evans
mevans@wadsworthschools.org
(330) 335-1315

VALUE OF ALL MATERIALS	$60,905.40
FREE MATERIALS	($6,872.25)
PRODUCT TOTAL*	**$54,033.15**
ESTIMATED SHIPPING & HANDLING**	$742.22
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$54,775.37**

SUBSCRIPTION/DIGITAL CONTACT:

Michele Evans
mevans@wadsworthschools.org
(330) 335-1315

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

7 See attached. 3/5/2021 MM

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

_____ _____

Name of School Official (Please Print) Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

McGraw-Hill Education Subscription Agreement Registration Page

The Subscription Agreement (the "Agreement") by and between McGraw-Hill School Education , LLC ("MHE") and the educational institution set forth below ("Subscriber," "Customer" or "School") consists of the following: (i) this Registration Page, (ii) the Terms of Service available on the MHE website and attached hereto as Exhibit A (the "Terms of Service"), (iii) any purchase order(s), and (iv) any written addenda or amendments to any of the foregoing that are agreed to by both parties. In the event of a conflict between the terms of this Registration Page and the Terms of Service, the terms of this Registration Page will control. The Agreement shall be effective as of the date on which MHE has signed below (the "Effective Date").

1. **NAMES & ADDRESSES OF THE PARTIES:** McGraw-Hill School Education, LLC, a limited liability company with an address at 8787 Orion Place, Columbus Ohio 43240 ("MHE"), and Wadsworth City School District, with an address at 524 Broad Street, Wadsworth, OH 44281 ("Subscriber", "Customer" or "School").
2. **RELATIONSHIP OF THE PARTIES.** Subscriber's End Users (as defined in the Terms of Service) will use certain online educational products and services (the "Services") and related content provided by MHE in connection with courses offered by Subscriber. Subscriber and/or its End Users may provide personally identifiable information of the End Users to MHE in connection with accessing and using the Services. End Users that are instructors or administrators are required to agree to MHE's Terms of Use and the Privacy Notice (each available on the MHE website and attached hereto as Exhibit B and Exhibit C, respectively) before accessing the Services.
3. **DATA PRIVACY AND SECURITY.** MHE maintains reasonable procedures in accordance with its policies and practices and applicable law to protect the confidentiality, security, and integrity of personally identifiable information received by MHE in connection with provision of the Services to the End Users. The MHE Data Privacy and Security Guidelines (available on the MHE website and attached hereto as Exhibit D).
4. **TERM.** This Agreement shall remain in effect as long as MHE provides Services to Subscriber. In no event shall MHE be obligated to provide any Services beyond any Subscription Term end date(s) set forth in the applicable purchase order or controlling purchasing document without the prior written consent of MHE and Subscriber.
5. **SUBSCRIBED MATERIALS.** By placing an order for the digital products set forth below (the "Subscribed Materials"), Subscriber agrees to be bound by the Terms of Service. Subject to Subscriber's payment of the fees set out below, MHE hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of End Users that corresponds to the quantity of Subscribed Materials set forth below to access and use the Subscribed Materials under the terms described in the Terms of Service. The subscription term for the Subscribed Materials shall be as set forth in the Product Description below. If no subscription term is specified, the initial term shall be one (1) year from the Effective Date (the "Initial Subscription Term"), and thereafter shall renew for additional one (1) year terms (each a "Subscription Renewal Term" and together with the Initial Subscription Term, the "Subscription Term"), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber, and Subscriber has paid for such Subscription Renewal Term.
6. **PRODUCT PURCHASE.** Subscriber shall purchase the MHE products (the "Products") set forth below at the prices set forth below.

ISBN Number	Product Description	Price

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Subscriber Wadsworth City Schools	**McGraw-Hill School Education, LLC**
By: _____	[redacted]
Print Name: _____	Brian Joniak
Title: _____	Sr. Director Finance/Controller
Address: _____	8787 Orion Place
_____	Columbus, OH 43240
Email: _____@_____.____	brian.joniak@mheducation.com
Date: _____	Date: 4/18/2019

Exhibit A

Terms of Service

THESE TERMS OF SERVICE, together with the Terms of Use and the Privacy Notice, form a legal agreement (the "Agreement") between McGraw-Hill Global Education Holdings, LLC or its applicable subsidiaries or affiliates ("MHE", "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.

1. **THE SOLUTION.** MHE has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "MHE Content") offered by MHE through our website (the "Website") by purchasing a subscription. MHE hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the MHE Content in accordance with an access method offered by MHE and selected by Subscriber. All End Users other than K-12 students will be required to agree to the Terms of Use in order to access the Solution and the MHE Content. Payments of applicable fees to MHE are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.

2. **ADDITIONAL TERMS.** All use of the Solution and MHE Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and MHE Content, including, without limitation, any prohibitions on distribution of the MHE Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the MHE Content.

3. **ADDITIONAL SERVICES.** MHE may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Any professional services to be provided by MHE to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between MHE and Subscriber.

4. **APPLICABLE PRIVACY LAW.** Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. MHE acknowledges that in the course of Subscriber's use of the

Services, End Users' Personally Identifiable Information may be disclosed to MHE. MHE agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. MHE acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, MHE agrees that under Applicable Privacy Law, officers, employees, and agents of MHE who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to MHE. MHE and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. MHE shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about MHE's data privacy and security practices, please read our Privacy Notice.

5. **SUBSCRIBER DATA.** All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

6. **MHE USE OF SUBSCRIBER DATA.** As a service provider to Subscriber, MHE will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and Subscriber Data received by MHE in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that MHE has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by MHE for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. **LOCATION OF SERVICES.** We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.

8. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, MHE Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or MHE Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, MHE's right, title, and interest in the Solution and MHE Content.

    1. Before using any content or materials in the Solution or MHE Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by MHE to use such content or materials outside of the Solution.

    2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will

secure all necessary rights to grant and will grant MHE the right to make such third-party content available to End Users in the same manner and to the same extent as the MHE Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

9. **RESTRICTIONS ON USE.** Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or MHE Content; (b) decompiling, reverse engineering or disassembling the Solution or MHE Content, (c) distributing or disclosing the Solution or MHE Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or MHE Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or MHE Content.

10. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which MHE may terminate this Agreement immediately), MHE may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing MHE with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, MHE may terminate this Agreement on at least sixty (60) days prior written notice.

11. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's permission to use the Solution and MHE Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or MHE Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

12. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

~~13.~~ **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MHE DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MHE CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MHE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND,

WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MHE MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MHE, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that MHE may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14. **LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MHE OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, MHE's liability in such case will be limited to the greatest extent permitted by law.

15. **INDEMNIFICATION.** MHE shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party.

16. **MISCELLANEOUS.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with MHE regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of MHE, which consent MHE may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Exhibit B

McGraw-Hill Education Terms of Use (last updated: May 2018)

These terms and conditions (the "Terms of Use") apply to all web sites (the "Sites") owned and operated by McGraw-Hill Global Education Holdings, LLC or one of our affiliated companies ("MHE" or "us" or "we"). By signing up or otherwise using any of our Sites or Services (as defined below), or accessing any content or material that we make available through the Services or Sites, you are entering into a binding contract with MHE that consists of these Terms of Use and the Privacy Notice which is hereby incorporated by reference (collectively, this "Agreement"). We reserve the right, at our discretion, to change any of these terms in the future.

If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services.

You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law or, if you are under the age of majority, your educational institution, parent or guardian agrees to these Terms of Use on your behalf.

1. PROPRIETARY SERVICES FOR REGISTERED USERS. MHE operates electronic platforms/systems including mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by MHE (the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

2. USER INFORMATION, COPPA.

During the course of your use of the Services, you may be asked to provide certain personal information to us in order to provide you with the Services. Our information collection and use policies with respect to the privacy of such personal information are set forth in our Privacy Notice. You acknowledge and agree that between you and MHE, you are solely responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

3. INTELLECTUAL PROPERTY. Solely to the extent necessary for your own internal use of the Services for educational purposes during the term of your applicable license for Services, subject to the payment of any fees in any applicable subscription agreement and in accordance with the terms of such agreement or any other agreement governing your use of the Services and these Terms of Use, MHE grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services. MHE is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites and is the owner or licensee of the content and/or information on our Sites. Except as otherwise expressly provided herein, or pursuant to the Terms of Service, your use of our Sites does not grant to you a license to any content or materials you may access on our Sites. Nothing contained on our Sites should be construed as granting any license or right to use any Trademark displayed on our Sites without our written permission or that of the third-party rights holder.

4. ACCESS TO MHE CONTENT. We may provide you with access to content and information related to the Services (the "MHE Content"). All use of the MHE Content is subject to the terms herein as well as any additional

terms agreed to by the parties in connection with such MHE Content and/or posted on the Site for such MHE Content, including, without limitation, any prohibitions on distribution of the MHE Content to students or third parties. You may not share or distribute to a third party any screen name or password for accessing the Services or the MHE Content. You may access and use materials from the Services and/or the MHE Content for your own research or study only. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the MHE Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Services or the MHE Content. You may not engage in systematic retrieval of content from the Services or the MHE Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the MHE Content through electronic means, including mail lists or electronic bulletin boards. Except for the limited access license granted you, all rights in the MHE Content are reserved by MHE, and you acquire no right, title or interest in any such content.

5. COMMUNICATIONS TO MHE. Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information or personally identifiable information. Please refer to the Privacy Notice with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like ("User Content"), you agree to be bound by our User Content Submission Agreement and we shall be free to use any non-personally identifiable ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised.

If the Site or Services permit you to upload third-party content for use with the Service ("Service Uploads"), you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant MHE the right to make your Service Uploads available to end users with active licenses to use the Services in the same manner and to the same extent as the MHE Content provided in the applicable Service, and that such Service Uploads will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not in lieu of, these Terms of Use.

6. COMMUNITY GUIDELINES.

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity right, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant MHE all of the license rights granted herein; or (e) submit material that is unsuitable for minors in any country. MHE does not and cannot review all User Content or Service Uploads, and is not in any manner responsible for such content. MHE reserves the right, but not the obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion and to terminate your access to our Sites and/or the Services to prevent further posting or distribution of any such communications or materials, and MHE may, but is not obligated to, report any of your communications or materials to your educational institution.

7. NO WARRANTIES. WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MHE CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR

ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE MHE CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MHE CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MHE IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MHE RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MHE CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

8. EXTERNAL WEBSITES. Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, MHE has no control over its content, applications, or services. We do not make any representations regarding the accuracy or quality of such content or the accessibility of such External Websites and the materials contained therein, and we disclaim all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

9. INDEMNIFICATION. ~~You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, service providers, and assignees harmless from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the MHE Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.~~

10. LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY ~~IN NO EVENT WILL MHE OR ITS LICENSORS OR SUPPLIERS BE LIABLE~~ FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MHE CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF MHE OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MHE CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, MHE's liability in such case will be limited to the greatest extent permitted by law.

11. INFRINGEMENT NOTIFICATION. We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw-Hill Education, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

12. COMPLIANCE WITH APPLICABLE LAWS. We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

13. TERMINATION OF THE AGREEMENT. We reserve the right in our sole discretion, to restrict, suspend, or terminate the use or access to the Services and our Sites and/or discontinue any portion, feature, or content of the Services, MHE Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use MHE may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the Services to end users with active licenses to use the Services.

14. MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to MHE," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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Exhibit C

McGraw-Hill Education Data Privacy Notice

End User Privacy Notice

Effective Date: May 22, 2018

Introduction

As a global leader in providing digital learning systems for educators and students, McGraw-Hill Education ("MHE") is deeply committed to protecting the privacy of our end users. Whether you are using Connect, ConnectEd, Engrade or any of our other solutions, we collect Personally Identifiable Information that we use to provide, maintain and improve the solution. We are providing the below information so that you can understand how we protect and use your information. If you are under 18, we suggest that you review this information with your parents.

This information applies to all end users of our digital learning system. Since McGraw-Hill Education is a service provider to your institution, your Educational institutions are best able to provide you with a full understanding of their privacy practices and more information on how their end user's Personally Identifiable Information (PII) is collected, shared, and used. To obtain more detailed information about how PII is collected, used, and shared by your educational institution, please contact the appropriate individual at that institution.

In limited circumstances, end users may also be customers of MHE and MHE may market to them as a customer. For example, end users may purchase products or create personal accounts in our web sites. In these circumstances, they would be treated as a customer. For more information on how your data is used as a customer, please review the Customer Data Privacy Notice. By contrast, this End User Data Privacy Notice applies to end users with respect to the information collected and processed as part of a course of instruction within the digital learning solution as determined by their educational institution or employer. Aggregated de-identified end user PII is leveraged by MHE to improve existing or develop new educational products and services.

MHE is a global organization. We follow privacy laws and regulations that are applicable to our company and our services in the areas where we do business. Should our privacy practices change, we will update it here, but more importantly, we will notify your educational institution in writing and obtain their consent before implementing any material impact to your privacy rights.

Questions? Contact us:

Any questions or complaints regarding this notice or the collection, use, disclosure, or transfer of PII collected by your educational institution through our digital learning systems should be directed to the appropriate representative at your educational institution.

Otherwise, if you have purchased or received an MHE product outside of an educational institution, please direct any questions or complaints to the MHE Data Protection Officer by emailing privacy@mheducation.com or calling +1-646-766-3199. If applicable, you may choose to lodge a complaint with your national data protection authority at any time. For local privacy contact information, please see McGraw-Hill Education's Local Privacy Official.

What is personally identifiable information (PII)?

Personally identifiable information, or PII, is any information relating to an identified or identifiable natural person ("data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the

physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

What PII do we collect?

We collect PII, such as contact information and education details, in order to provide you with the product and/or service requested.

We only collect the information required to provide, maintain and improve the digital learning solution you use. When you register, or are registered within one of our digital learning solutions, we collect your name, school, instructor, class, and login information. Once you begin using one of our solutions, we collect your input to questions, technical specifications, and other information about how you use the solution. You are not required to provide PII; however, in order to use certain services, we may need to collect certain PII for that service to function properly or for us to provide you with requested information.

Depending on the product, the PII we collect includes information from the following categories:

1. Name, initials, and personal or business-related contact information
    a. For our digital learning systems, we collect your name/initials and contact information when you create an account. However, we collect additional PII, or confirm existing PII, if you contact customer service with an issue or question.
2. Education & professional information
    a. For some digital learning systems, we collect PII related to your position as an educator or student. This includes the state, district, name of school, courses, etc.
3. In some instances, we collect PII from third parties who provide single-sign-on functions via Learning Management Systems or related tools.

We automatically collect computer metadata and content to provide, improve, and maintain our products and services.

When you use our digital learning systems, we automatically collect certain information from you through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent.

Third parties also collect information automatically from you across websites and over time through the use of their own cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the digital learning system, as well as customize, maintain, and improve our digital learning systems. You may disable cookies via your browser or third party mechanisms. However, some features of our digital learning systems may not function properly without them. Third party cookies that we use include Google Analytics and Webtrends.

If you choose to communicate with or receive communications through our services via phone, text, chat, email, or any other platform for technical support, customer service, or other assistance, those interactions may be recorded and monitored to deliver the solution or information requested by you.

How do we use PII and on what legal basis?

As mentioned above, we use your information to provide you with the digital learning solution on behalf of your school, in order to meet our contractual obligation to you or your school with respect to the service. For example, to assist with identifying users across products and providing consistent service and to enable sharing of data between our products and your school's learning management system.

We will also process your PII to meet our legitimate interests, for example to improve the quality of services and products.

Except as described in this notice, we limit the use, collection, and disclosure of your PII to the minimum level necessary to deliver the service or information requested by you or your institution and consistent with applicable laws and regulations regarding the use, collection, and disclosure of PII. We do not collect, use, or disclose PII that is not reasonably related to a legitimate business purpose necessary to serve you. Your information may also be used in order to maintain and/or improve our services.

Some of our digital learning solutions will use your previous responses to customize your learning experience. This customization is designed to ensure the best possible learning environment for a student without directly driving any determinative outcome.

Provision of your PII may be necessary in order to use the chosen digital learning solution. Failure to provide us with your PII may preclude you from using the digital learning solution.

Do we sell or use your PII to market to you?

We will not sell end user PII or use information from educational records for marketing purposes.

We will not sell PII to other organizations, nor will we market to students using the information from their educational records (education records are defined as records directly related to a student and maintained by an educational agency or institution, or by a party acting for the agency or institution).

When do we share your PII with third parties?

In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.

1. Co-branded/Other Web Sites and Features – We may share your PII with third-party business partners for the purpose of providing the service to you. These third-party business partners include cloud service providers, learning management systems (LMS), other educational software providers, etc. These business partners will be given limited access to the PII that is reasonably necessary to deliver the service, and we will require that such third parties follow the same privacy and security practices as MHE.
2. Business Transfer – In the event of a sale, merger or acquisition, we will be able to transfer your PII to a separate entity. We will use commercially reasonable efforts to require this entity to use your PII only for authorized purposes and by authorized persons in a manner consistent with the choices end users have made under this notice, and that security, integrity, and privacy of your PII is maintained.
3. Agents/Service providers – We hire other companies to perform certain business-related functions on our behalf and according to our instructions. For example, we provide your PII to service providers that host our platform data in the cloud (e.g., AWS).
4. Affiliates – McGraw-Hill Education is a global corporation that consists of multiple organizations. We share your PII between organizations within McGraw-Hill Education to provide, maintain, and improve our products and services. A list of the companies within the MHE group is available here.
5. Educational Institutions – As we provide products and services to your school, we share your data with approved individuals at your school, such as administrators or educators.
6. Law Enforcement – In the event that McGraw-Hill Education receives a legal demand for end user data from a law enforcement agency, that request will only be honored if:
    a. The request complies with all laws and clearly establishes that the disclosure is permissible under federal and state laws and regulation ~~the legal need for disclosure~~.

b. The request is related to a specific investigation and specific user accounts are implicated in that investigation.

c. Whenever legally permissible, users shall receive notice that their information is being requested.

MHE reserves the right to disclose to third parties non-personally identifiable information about our users and their use of the MHE services. For example, MHE may disclose aggregate data about the overall patterns or demographics of the users of the MHE products or services.

What rights do you have?

As a user, you have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, withdraw consent to the processing of, and erase your PII.

If you are a student at an educational institution using an MHE product, you should direct any requests to exercise your data subject rights to the appropriate representative at your institution. If you are an educator or administrator you may reach out to MHE directly on the requests below:

1. Access and rectification – We strive to ensure that the PII we have about you is accurate and current. You may obtain confirmation as to whether or not PII concerning you exists, regardless of whether PII has already been recorded, and be communicated such information in a readily understandable form.
2. Choice & Objection to processing – With limited exceptions, you may choose to change how we use your PII at any time. However, if the PII is required in order to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service. You may object, in whole or in part, on legitimate grounds, to the processing of your PII, even where such processing is relevant to the purpose of the collection. Please know that if we do receive a request to objection to the further processing of your information, you may no longer be able to access or use the digital learning solution.
3. Withdraw consent – Your educational institution is responsible for obtaining your consent, where required. MHE obtains consent from your institution to collect, process, and store your PII.
4. Restriction of processing: In specific cases (e.g., if you challenge the accuracy of the PII, while this is being checked), you can request a restriction on the processing of your PII, which can only be processed to file or defend claims.
5. Information – You have the right to be informed a) of the source of the PII; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if processing is carried out with the help of electronic means; d) of the identity of the data controller and data processors; and e) of the entities or categories of entities to whom the PII may be communicated and who may have access to such PII in their capacity as data processor(s) or person(s) in charge of the processing.
6. Data portability – You have the right to export your PII from our systems in a readily accessible file type.
7. Erasure – You may request erasure, anonymization or blocking of a) PII that have been processed unlawfully; b) PII whose retention is unnecessary for the purposes for which it has been collected or subsequently processed. You can obtain certification to the effect that such operations, as well as their contents, have been notified to the entities to whom the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort. Since your educational institution has hired us to manage this information for them, we ask that you or your parent make any request to delete your information directly to your school. Please know that if we do receive a request to delete your information, you may no longer be able to access or use the digital learning solution.

How do we protect your PII?

Our IT security team has established industry standard security measures to protect your PII from unauthorized access and use.

MHE takes reasonable precautions to protect your information. When you submit PII via the digital learning system, your information is protected both online and off-line. MHE utilizes reasonable security measures to protect the security and confidentiality of your PII from unauthorized access and use.

How long do we retain your data?

We will retain your data for the minimum amount of time necessary to accomplish the purpose for which it was collected, and thereafter no longer than is permitted under MHE's data retention policies. We will retain and use your data as necessary to comply with our obligations, resolve disputes and enforce agreements.

For information on the retention period that applies, reach out to the Privacy Office by emailing privacy@mheducation.com or calling +1-646-766-3199.

When do we store, transfer or process PII internationally?

McGraw-Hill Education is a global organization. Depending on your location, and the product or service, your information may be stored and processed within secure data centers at one or many of our locations. MHE has committed to meeting the requirements of local data protection laws, including EU law, to the extent required. If your data is stored locally, then your local laws prevail.

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. To comply with privacy laws in the European Union, we have implemented appropriate contracts for the international transfer of PII, on the basis of the standard contractual clauses approved by the European Commission and other international models as required by local law, to provide a legal mechanism for transferring data to MHE locations globally. For more information on the aforementioned model contracts and how to obtain a copy of the contract, please contact the Privacy Office at privacy@mheducation.com or +1-646-766-3199.

Exhibit D

Data Privacy and Security Guidelines

This Data Privacy and Security Guidelines ("**DPSG**" or "**Security Guidelines**") document sets forth the duties and obligations of MHE (defined below) with respect to Personally Identifiable Information (defined below). In the event of any inconsistencies between the DPSG and the Agreement (defined below), the parties agree that the DPSG will supersede and prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions.

    a. "**Agreement**" means the Agreement between the McGraw-Hill Education entity ("**MHE**") and Subscriber to which these Security Guidelines are referenced and made a part thereof

    b. "**Applicable Laws**" means federal, state and international privacy, data protection and information security-related laws, rules and regulations applicable to the Services and to Personally Identifiable Information

    c. "**End User Data**" means the data provided to or collected by MHE in connection with MHE's obligations to provide the Services under the Agreement

    d. "**Personally Identifiable Information**" or "**PII**" means information provided to MHE in connection with MHE's obligations to provide the Services under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions or (iii) is protected under Applicable Laws. For the avoidance of doubt, PII does not include aggregate, anonymized data derived from an identified or identifiable individual

    e. "**Processing of PII**" means any operation or set of operations which is performed upon PII, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction

    f. "**Third Party**" means any entity (including, without limitation, any affiliate, subsidiary and parent of MHE) that is acting on behalf of, and is authorized by, MHE to receive and use PII in connection with MHE's obligations to provide the Services

    g. "**Security Incident**" means the unlawful access to, acquisition of, disclosure of, loss, or use of PII

    h. "**Services**" means any services and/or products provided by MHE in accordance with the Agreement

2. Confidentiality and Non-Use; Consents.

    a. MHE agrees that the PII is the Confidential Information of Subscriber and, unless authorized in writing by Subscriber or as otherwise specified in the Agreement or this DPSG, MHE shall not Process PII for any purpose other than as reasonably necessary to provide the Services, to exercise any rights granted to it under the Agreement, or as required by Applicable Laws.

    b. MHE shall maintain PII confidential, in accordance with the terms set forth in this Security Guidelines and Applicable Laws. MHE shall require all of its employees authorized by MHE to access PII and all Third Parties to comply with (i) limitations consistent with the foregoing, and (ii) all Applicable Laws.

    c. Subscriber represents and warrants that in connection with any PII provided directly by Subscriber to MHE, Subscriber shall be solely responsible for (i) notifying End Users that MHE will Process their PII in order to provide the Services and (ii) obtaining all consents and/or approvals required by Applicable Laws.

3. Data Security.

MHE shall use commercially reasonable administrative, technical and physical safeguards designed to protect the security, integrity, and confidentiality of PII. MHE's security measures include the following:

a. Access to PII is restricted solely to MHE's staff who need such access to carry out the responsibilities of MHE under the Agreement

b. Access to computer applications and PII are managed through appropriate user ID/password procedures

c. Access to PII is restricted solely to Subscriber personnel based on the user role they are assigned in the system (provided, however, that it is the Subscriber's responsibility to ensure that user roles match the level of access allowed for personnel and that their personnel comply with Applicable Law in connection with use of such PII)

d. Data is encrypted in transmission (including via web interface) at no less than 128-bit level encryption

e. MHE or an MHE authorized party performs a security scan of the application, computer systems and network housing PII using a commercially available security scanning system on a periodic basis

4. Data Security Breach.

a. In the event of a Security Incident, MHE shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident, (ii) timely provide any notifications to Subscriber or individuals affected by the Security Incident that MHE is required by law, subject to applicable confidentiality obligations and to the extent allowed and/or required by and not prohibited by Applicable Laws or law enforcement.

b. Except to the extent prohibited by Applicable Laws or law enforcement, MHE shall, upon Subscriber's written request, provide Subscriber with a description of the Security Incident and the type of data that was the subject of the Security Incident.

5. Security Questionnaire.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE shall respond to security questionnaires provided by Subscriber, with regard to MHE's information security program applicable to the Services, provided that such information is available in the ordinary course of business for MHE and it is not subject to any restrictions pursuant to MHE's privacy or data protection or information security-related policies or standards. Disclosure of any such Information shall not compromise MHE's confidentiality obligations and/or legal obligations or privileges. Additionally, in no event shall MHE be required to make any disclosures prohibited by Applicable Laws. All the information provided to Subscriber under this section shall be Confidential Information of MHE and shall be treated as such by the Subscriber.

6. Security Audit.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE's data security measures may be reviewed by Subscriber through an informal audit of policies and procedures or through an independent auditor's inspection of security methods used within MHE's infrastructure, storage, and other physical security, any such audit to be at Subscriber's sole expense and subject to a mutually agreeable confidentiality agreement and at mutually agreeable timing, or, alternatively, MHE may provide Subscriber with a copy of any third party audit that MHE may have commissioned .

7. **Records Retention and Disposal.**

   a. **MHE will use commercially reasonable efforts to retain End User Data in accordance with MHE's End User Data retention policies and applicable law.**

   b. **MHE will use commercially reasonable efforts to regularly back up the Subscriber and End User Data and retain any such backup copies for a minimum of 12 months.**

Houghton Mifflin Harcourt

Proposal

Prepared For

Wadsworth City School District

524 Broad St
Wadsworth OH 44281

Attention:
Michelle Evans
mevans@wadsworthschools.org

For the Purchase of:

HMH Go Math 2015 1 Year Gr. K-5

Prepared By
Maria Johnson
maria.johnson@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade K							
Classroom Package							
SRP/TRP							
1597440	9780544445635	2015 Go Math! Hybrid Student Resource Package Multi-Volume SE with 1 Year Digital Grade K Package Includes: Student Edition Multi-Volume Bundle Grade K Online Interactive Student Edition, (w/Personal Math Trainer) 1-Year Grade K Bilingual Mathboard Grade K	$34.30	126	$4,321.80	$1,801.80	$2,520.00
Total for Classroom Package			**$2,520.00**				
a la carte items available for purchase							
1596773	9780544370517	2015 Go Math! Interactive Student Edition with Personal Math Trainer Online 1 Year Digital Grade K	$22.85	194	$4,432.90	$1,522.90	$2,910.00
1592879	9780544389298	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade K	$140.25	14	$1,963.50	$1,963.50	
Total for a la carte items available for purchase			**$2,910.00**				
Total for Grade K			**$5,430.00**				
Grade 1							
Classroom Package							
SRP/TRP							
1597441	9780544445642	2015 Go Math! Hybrid Student Resource Package Multi-Volume SE with 1 Year Digital Grade 1 Package Includes: Student Edition Multi-Volume Bundle Grade 1 Online Interactive Student Edition, (w/Personal Math Trainer) 1-Year Grade 1 Bilingual Mathboard Grade 1	$34.30	246	$8,437.80	$3,517.80	$4,920.00
Total for Classroom Package			**$4,920.00**				
a la carte items available for purchase							
1596774	9780544435414	2015 Go Math! Interactive Student Edition with Personal Math Trainer Online 1 Year Digital Grade 1	$22.85	74	$1,690.90	$580.90	$1,110.00
1592880	9780544389236	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 1	$140.25	14	$1,963.50	$1,963.50	
Total for a la carte items available for purchase			**$1,110.00**				
Total for Grade 1			**$6,030.00**				
Grade 2							

Attention:
Michelle Evans
mevans@wadsworthschools.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

HMH Confidential and Proprietary

Please submit this form with your purchase order

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Classroom Package							
SRP/TRP							
1597442	9780544445659	2015 Go Math! Hybrid Student Resource Package Multi-Volume SE with 1 Year Digital Grade 2 Package Includes: Student Edition Multi-Volume Bundle Grade 2 Online Interactive Student Edition, (w/Personal Math Trainer) 1-Year Grade 2 Bilingual Mathboard Grade 2	$34.30	236	$8,094.80	$3,374.80	$4,720.00
Total for Classroom Package			**$4,720.00**				
a la carte items available for purchase							
1596775	9780544372092	2015 Go Math! Interactive Student Edition with Personal Math Trainer Online 1 Year Digital Grade 2	$22.85	84	$1,919.40	$659.40	$1,260.00
1592881	9780544389243	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 2	$140.25	12	$1,683.00	$1,683.00	
Total for a la carte items available for purchase			**$1,260.00**				
Total for Grade 2			**$5,980.00**				
Grade 3							
Classroom Package							
SRP/TRP							
1597443	9780544445666	2015 Go Math! Hybrid Student Resource Package Multi-Volume SE with 1 Year Digital Grade 3 Package Includes: Student Edition Multi-Volume Bundle Grade 3 Online Interactive Student Edition, (w/Personal Math Trainer) 1-Year Grade 3 Bilingual Mathboard Grade 3	$34.30	249	$8,540.70	$3,560.70	$4,980.00
Total for Classroom Package			**$4,980.00**				
a la carte items available for purchase							
1596776	9780544370500	2015 Go Math! Interactive Student Edition with Personal Math Trainer Online 1 Year Digital Grade 3	$22.85	71	$1,622.35	$557.35	$1,065.00
1592882	9780544389250	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 3	$140.25	11	$1,542.75	$1,542.75	
Total for a la carte items available for purchase			**$1,065.00**				
Total for Grade 3			**$6,045.00**				
Grade 4							
Classroom Package							
SRP/TRP							

Attention:
Michelle Evans
mevans@wadsworthschools.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

HMH Confidential and Proprietary

	ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1597444	9780544445673		2015 Go Math! Hybrid Student Resource Package Multi-Volume SE with 1 Year Digital Grade 4 Package Includes: Student Edition Multi-Volume Bundle Grade 4 Online Interactive Student Edition, (w/Personal Math Trainer) 1-Year Grade 4 Bilingual Mathboard Grade 4	$34.30	300	$10,290.00	$4,290.00	$6,000.00
	Total for Classroom Package			**$6,000.00**				
	a la carte items available for purchase							
1596777	9780544372139		2015 Go Math! Interactive Student Edition with Personal Math Trainer Online 1 Year Digital Grade 4	$22.85	3	$68.55	$23.55	$45.00
1592903	9780544389267		2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 4	$140.25	9	$1,262.25	$1,262.25	
	Total for a la carte items available for purchase			**$45.00**				
Total for Grade 4				**$6,045.00**				
	Grade 5							
	Classroom Package							
	SRP/TRP							
1597445	9780544445680		2015 Go Math! Hybrid Student Resource Package Multi-Volume SE with 1 Year Digital Grade 5 Package Includes: Student Edition Multi-Volume Bundle Grade 5 Online Interactive Student Edition, (w/Personal Math Trainer) 1-Year Grade 5 Bilingual Mathboard Grade 5-6	$34.30	278	$9,535.40	$3,975.40	$5,560.00
	Total for Classroom Package			**$5,560.00**				
	a la carte items available for purchase							
1596778	9780544438378		2015 Go Math! Interactive Student Edition with Personal Math Trainer Online 1 Year Digital Grade 5	$22.85	32	$731.20	$251.20	$480.00
1592904	9780544389274		2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 5	$140.25	6	$841.50	$841.50	
	Total for a la carte items available for purchase			**$480.00**				
Total for Grade 5				**$6,040.00**				

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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

HMH Confidential and Proprietary

Please submit this form with your purchase order

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials

Total Savings:	$33,372.30
Subtotal Purchase Amount:	$35,570.00
Shipping & Handling:	$1,722.00
Total Cost of Proposal (PO Amount):	**$37,292.00**

Please add proper sales tax to your order

Attention:
Michelle Evans
mevans@wadsworthschools.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

Total Cost of Proposal (PO Amount): $37,292.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Wadsworth City School District	Wadsworth City School District
524 Broad St	524 Broad St
Wadsworth, OH 44281-2306	Wadsworth, OH 44281-2306

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: ~~http://www.hmhco.com/common/terms-conditions~~
see attached. 3/5/2021

Date of Proposal: 2/28/2021

Proposal Expiration Date: 4/14/2021

Houghton Mifflin Harcourt

Attention:
Michelle Evans
mevans@wadsworthschools.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

Amendment to"Houghton Mifflin Harcourt K-12 Programs Standard Terms and Conditions"

On this 18th day of April 2019, Houghton Mifflin Harcourt Publishing Company, 125 High Street, Boston, MA 02110 ("HMH") and Wadsworth City School District, 524 Broad Street, Wadsworth, OH 44281 ("Customer") agree that the Houghton Mifflin Harcourt K-12 Programs Standard Terms and Conditions shall be modified as follows for the purchase of the ***HMHSS Global Geography*** and ***HMHSS Economics*** on Cost Proposal Number 007136316.

Section 3. SHIPPING; HANDLING; RISK OF LOSS

The first sentence of Section 3 shall read: "Unless otherwise expressly indicated on the face of an order, the shipping term for all delivers is F.O.B. Destination (whether to a HMH or third party facility)."

Section 7. TAXES

The final sentence of Section 7 shall read: "HMH shall have no liability for any tax required to be billed, collected, and/or remitted by Purchaser as a result of sales of Products made by Purchaser."

Section 8. CHANGES CANCELLATION AND DEFAULT

The final sentence of the section beginning "If the Prodcuts purchased..." shall be struck.

Section 19. INDEMNIFICATION

Section 19 shall be struck in its entirety.

Section 20. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY

Section 20 shall be modified to read as follows: ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY THE PURCHASER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

Section 22. JURISDICTION; VENUE; CHOICE OF LAW

Replace all instances of the "COMMONWEALTH OF MASSACHUSETTS" with "STATE OF OHIO".

Replace all instances of "MASSACHUSETTS" with "OHIO".

Replace all instances of "SUFFOLK COUNTY" with "MEDINA COUNTY".

Except as provided herein, all other K-12 Programs Standard Terms and Conditions shall remain in full force and effect. It is further agreed that the Services Terms and Conditions and Reseller Terms and Conditions do not apply to the Products and Cost Proposal referenced herein.

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		**WADSWORTH CITY SCHOOL DISTRICT**	
By:	_____	By:	_____
Name:	**Lisa A. Jacobson**	Name:	_____
Title:	**Director, Bids and Contracts**	Title:	_____

HMH catalog, the HMH Cost Proposal, the HMH Quotation and order form (if applicable to Purchaser's purchase) collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both HMH and Purchaser. Any contrary or inconsistent terms to these Terms appearing on purchase orders, acknowledgments, or other documents of Purchaser or oral stipulations shall not be binding on HMH.

2. BILLING AND PAYMENT. All amounts owing from Purchaser to HMH with respect to any Products purchased from HMH are due within thirty (30) days of the date set forth on HMH's invoice. Accounts must be current before subsequent shipments will be made. Purchaser credit limits may be established and modified by HMH in its sole discretion. Past due accounts are subject to a one percent (1%) monthly finance charge. Unless a set-off or deduction is specifically provided for by HMH in a valid credit memo, Purchaser may not charge back to HMH or make any set-offs or deductions, including, but not limited to, set-offs or deductions for violations of customer shipping or routing guidelines and/or other promotional programs. HMH shall

card, Purchaser represents and warrants that it will not use any credit card or other form of payment unless Purchaser maintains all necessary legal authorization to do so. If HMH does not receive payment from Purchaser's credit card issuer or its agent, Purchaser agrees to pay all amounts due upon demand by HMH or its agents. Unless Purchaser notifies HMH of any discrepancies within sixty (60) days after they first appear on Purchaser's credit card statement or HMH invoice, Purchaser agrees that they will be deemed accepted by Purchaser for all purposes, unless otherwise required by applicable law.

3. SHIPPING; HANDLING; RISK OF LOSS. Unless otherwise expressly indicated on the face of an order, the shipping term for all deliveries is F.O.B. HMH's shipping point (whether to a HMH or third party facility). Risk of loss and title is passed to Purchaser upon transfer of the Products to the carrier. Shipping costs quoted are estimates and may vary from the actual costs. The cost of shipping is calculated by taking the Product price and adding 10.5%. Minimum charge $10.00. HMH will ship Physical Products (defined in section 24 below) using its established methods of packing and transportation, except as otherwise instructed by Purchaser and agreed to by HMH. If Purchaser requires other packing or preparation, Purchaser will pay the additional costs. In the event that Purchaser requests to pick up its own deliveries of Physical Products by

its own carrier, Purchaser must pay of the value of the order as a handling fee. In addition, the pickup must occur within 48 hours of confirming the date and time of pickup or HMH will ship and charge standard shipping and handling rates to a maximum of 10.5%. Customer assumes full liability for the materials upon freight leaving our distribution center dock.

4. ACCEPTANCE, PRICES, AND TERMS. Orders for Products are subject to acceptance and availability. HMH's list prices and other terms shown are subject to change without notice.
5. REJECTION. Purchaser may, immediately on receipt of any incorrect titles or damaged or defective Products, reject and return them to HMH, with authorization from HMH and at HMH's expense. Purchaser assumes, and shall bear and pay, all risks and expenses of returning any such Products without HMH's authorization. Shortages, damaged Products or incorrect titles must be reported within thirty (30) days of receipt of shipment. In the event of a shortage, HMH shall ship the items or credit Purchaser's account for the shortfall. For damaged Products, HMH shall pick up the Products and issue an appropriate credit or ship replacement Products. For Products showing visible damage on the shipping carton, the carrier must note damages on the freight bill before accepting delivery. Merchandise damaged in transit must be reported

Sign In
Cart 0

to the carrier immediately. All origin[redacted] shipping cartons, packing slips, packing materials and damaged Products must be saved until they have been inspected or Purchaser's claim has be resolved.

6. CUSTOMER RETURNS. Except for Products sold on a non-refundable basis, Purchaser may return, at Purchaser's risk and expense, purchased Products no later than six (6) months (or one month for home schools and individual purchasers) after the invoice date, in accordance with HMH's standard practices and procedures and return policy provided above (including limitations on the period during which Products may be returned) with pre-approval from HMH Customer Service. Purchaser assumes, and shall bear and pay, all risks and expenses of returning any such Products. If Purchaser returns any Product that is damaged by Purchaser, used or otherwise ineligible for credit for any reason specified in our policy, HMH has the right to dispose of it without any further obligation, including, without limitation, notice, credit obligation or obligation to return it to the account.
7. TAXES. Where appropriate, Purchaser shall provide HMH with a duly executed tax certificate indicating that such purchase is for exemption or resale and listing Purchaser's sales tax registration number for each state into which HMH's Products will be delivered. HMH shall have no liability for any tax

required to be billed, collected, and/or remitted by Purchaser as a result of sales of Products made by Purchaser, ~~and Purchaser shall defend, indemnify, and hold harmless HMH against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.~~

8. CHANGES CANCELLATION AND DEFAULT. HMH may make changes in quantities, casepacks, specifications, delivery schedules, method of shipment, and packaging, and may cancel or terminate work on any order for its own convenience, in whole or in part, by written or electronic notice at any time. Any changes to orders requested by Purchaser may be approved or rejected in HMH's sole and absolute discretion. ~~If the Products purchased from HMH are not as described, Purchaser's sole remedy is to return it in unused condition, complete and undamaged, in the original packaging. In the event of any default or breach by Purchaser of these Terms, HMH will have available all remedies under applicable law.~~
9. NO RESPONSIBILITY TO SELL MISPRICED MERCHANDISE. HMH does its best to describe every product offered as accurately as possible. However, HMH does not warrant that the Products, specifications, pricing, or other content we provide in catalogs or elsewhere is complete, accurate,

reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any Products, HMH shall have the right to refuse or cancel any orders in its sole discretion. If HMH charged Purchaser's credit card prior to cancellation, HMH will issue a credit to Purchaser's credit card account in the amount of the charge.

10. RECALLS. In the event a Product is the subject of a recall by HMH, HMH shall be responsible only for, at HMH's election: (a) supplying Purchaser with corrected versions of the recalled Product(s) in a quantity equal to the quantity recalled; or (b) reimbursing Purchaser for the costs paid by Purchaser to HMH for such Products upon the return thereof.
11. COMPLIANCE WITH LAWS. Purchaser shall comply with all applicable laws and regulations applicable to the purchase and use of Products and/or the resale of Products.
12. HMH'S INTELLECTUAL PROPERTY RIGHTS. The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of HMH or its licensors and is protected by copyright and other intellectual property rights.
13. TERMS APPLICABLE TO SOFTWARE AND OTHER DIGITAL PRODUCTS.
    1. Any subscription to software under these Terms is for the time period or term listed in the

applicable HMH Cost Proposal [redacted] In HMH Quotation and order form. If Purchaser wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

2. Any software subscribed to under these Terms is to be hosted by or through HMH. Any HMH software product Purchaser wishes to self-host would be considered a new transaction, and separate agreements and fees are to be negotiated. Self-hosted versions of many of HMH's software products are not available for license. In the case of Digital Products (e.g., digital content cartridges) that are self-hosted in whole or in part, upon expiration or termination of the applicable subscription term, Purchaser must immediately cease using the Digital Product, delete or destroy any copies of the Digital Product and, if requested, confirm to HMH that the Purchaser has complied with these requirements.
3. Purchaser acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the applicable license rights.
4. Purchaser may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where

specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital Product on more devices or at more sites, than are authorized by these Terms and the applicable the HMH Cost Proposal or HMH Quotation and order form, or (5) sub-license the Digital Products except as permitted by HMH.

5. Purchaser will own any tangible media (e.g., CD, DVD, tape, etc.) on which Digital Product(s) are supplied.
6. In connection with Purchaser's use of Digital Products, see HMH's K–12 Privacy Policy. Please note that in some instances there are other specific privacy policies that may apply to certain HMH Digital Products. In such cases, you should refer to the applicable privacy policy for that Digital Product(s).

14. PURCHASE AUTHORIZATION. By ordering Products, Purchaser represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Purchaser is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products.

15. EQUAL OPPORTUNITY CLAUSE. Pursuant to Presidential Executive Order 11246, as amended by Presidential Executive Order 11375, the Vietnam Era Veterans' Readjustment Act of 1974 and the Rehabilitation Act of 1973 as amended, HMH does not and Purchaser shall not engage in any discriminatory practices based on race, color, religion, national origin, or physical or mental handicap. To the degree they are applicable, the following provisions are incorporated herein by reference and are binding upon HMH and Purchaser as if set forth fully at length herein: 41 CFR 60-1.4; 41 CFR 60-250.4 and 41 CFR 60-741.4.
16. FORCE MAJEURE. HMH shall not be deemed in default of its obligations to Purchaser to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.
17. SOLVENCY. By ordering and accepting delivery of Products, Purchaser represents to HMH that Purchaser is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Purchaser orders and/or accepts delivery of any Products while insolvent, Purchaser shall immediately return all such Products to HMH, and

any and all Products en route to Purchaser at such time shall be returned immediately upon Purchaser's receipt thereof. Events which shall be deemed to establish Purchaser's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Purchaser and/or Purchaser's admission of its inability to pay its debts when due.

18. CLAIMS. All claims relating to any shipment and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.

~~19. INDEMNIFICATION. To the extent allowed by law and subject to the right of Purchaser to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Purchaser will indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.~~

3/21/19 MB

~~20. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY,~~

3/21/19 MB

(13)

FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) PURCHASER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY PURCHASER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY PURCHASER IN WHOLE OR IN PART. HMH DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. HMH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES,

3/22/19

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INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HMH SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL HMH BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY PURCHASER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

3/28/19 MB

21. SEVERABILITY. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind.
22. JURISDICTION; VENUE; CHOICE OF LAW. THE STATE COURTS OF THE

~~COMMONWEALTH OF~~ ~~MASSACHUSETTS SIT~~TING IN SUFFOLK COUNTY ~~AND~~, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR ~~MASSACHUSETTS~~ SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE ~~COMMONWEALTH OF MASSACHUSETTS~~, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY PURCHASER IS LOCATED.

23. EXPORT. Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Purchaser. Export laws and regulations of the United States apply to all Products. Purchaser agrees that export control laws govern its use of the Digital Products and related services (including technical data) and any Digital Products deliverables provided to Purchaser by HMH, and Purchaser agrees to comply with all such export laws and regulations (including

"deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Purchaser agrees that it will not import or allow a third party to import such Products into the United States.

24. CERTAIN DEFINITIONS. "Product(s)" means books, professional development products, CDs, DVDs, videos, other audio/ video/multimedia products, subscription services, software licenses and any other products that Purchaser may acquire from HMH. Products may include either Digital Products, Print Products, other Physical Products or both. "Digital Product(s)" means non-tangible, digital versions of Products. "Physical Product(s)" means any Product versions that are not Digital Products, including Print Products books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Digital Product(s) delivered to Purchaser, and any other physical copies of Products.

Don't need for here.

HMH Services

Terms and Conditions

(10)

The ordering or acceptance of any Services (defined below) purchased from Houghton Mifflin Harcourt (HMH) or its applicable subsidiaries or affiliates (collectively, "HMH") by any customer (each a "Customer") shall constitute an agreement to these standard terms and conditions set forth herein. These terms, together with any exhibits, attachments, purchase order, and other referenced or linked documentation, the "Agreement," collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both HMH and Customer. Any contrary or inconsistent terms to this Agreement appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on HMH.

1. **Definitions.** Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.
    1. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this

(17)

Agreement, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Services hereunder.

2. "HMH Materials" means any and all materials provided by HMH in the course of delivering the Services, including without limitation, documentation, training materials, professional development materials, program and technical implementation materials, PowerPoints, handouts, books, and webinars.
3. "Participant(s)" means affiliates or employees of the Customer who will be engaging in the Services being provided by HMH.
4. "Purchase Order" means purchase order or other Customer ordering document.
5. "Services" means the services specified in the purchase order or other ordering documents or Statement of Work(s), which may include training, professional development, coaching, "Getting Started" and implementation training, software integration, software implementation, software development and other engineering work performed by

HMH for Customer as agreed to by the parties, under this Agreement.

6. "Services Date" means a date on which Services are scheduled to be delivered.
7. "Term" means either
    1. for Services invoiced upon delivery of the Service, the earlier to expire of (x) the Customer's funding for such Services or (y) twenty-four months from the date of acceptance of this Agreement; or
    2. for Services billed in advance of delivery and paid within thirty (30) days after receipt of an invoice, the Term shall be twenty-four months from the date of the acceptance of this Agreement.

    Notwithstanding the above, if there is a separate written agreement in place between the parties, the term of such agreement shall be the Term of this Agreement. Under extraordinary circumstances and upon mutual written consent of HMH and Customer, the original term-month Term may be extended for an additional twelve-month period up to the expiration date of the Customer's funding.

2. **Purchase Order and Payment Terms.** Purchase Order. At least thirty (30) days prior to the first date of Services,

Customer shall provide HMH with a Purchase Order. If Customer's purchase practice is not to provide a Purchase Order, Customer agrees that it shall sign a Services Summary or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by HMH.

1. Services Logistics Detail. No less than thirty (30) days before a Services Date, Customer shall provide to HMH the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of Participants for each day of Services to be delivered. HMH reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by HMH, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.
2. Payment Terms. Unless an alternative billing schedule has been agreed to by the parties, all fees are due and payable no later than thirty (30) days after each consulting day is delivered and invoiced or thirty (30) days after receipt of an invoice for Services billed in advance of delivery. Late payments shall be subject to a 1% monthly finance charge.

3. **Services Delivery Dates: Scheduling Rescheduling and Cancellation.**

Dates To Be Determined. Dates to be determined" ("TBD Dates") must be delivered within the Term of this Agreement. Fees paid for any TBD Dates not consumed within the Term will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants.

1. Date Changes/Rescheduling.
    1. Services Dates, once scheduled, may be changed only upon the mutual agreement of HMH and the Customer. In addition to rescheduling fees, any change to the dates or the type of Services herein may change the fees that will be charged.
    2. Any date change requests must be received by HMH from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within the Term of this Agreement. All rescheduled Services Dates not consumed within the Term of this Agreement will be forfeited by the

Customer and no refund of any prepaid fees shall be given.

3. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked),

3/8/19

provided the expenses have been properly agreed to by the customer.

2. Cancellation.
    1. Customer may terminate this Agreement and/or cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date or assignment of the consultant delivering the Services by providing HMH no less than thirty (30) days' written notice prior to the Services Date.
    2. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the cancelled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment

by Customer of a cancellation fee of 75% of the fees for the cancelled Services.

3. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the cancelled Services.
4. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.
5. For any cancellation of Services Dates at any time for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked), provided the expenses have been properly approved by the customer. 3/24/19

3. Technical Support and Integration Work. The foregoing rescheduling and cancellation terms may not apply to technical support and integration work. Rescheduling and cancellation terms for such work shall be

4. **Force Majeure.** Services may be cancelled or rescheduled without penalty by either Customer or HMH because of a natural disaster, terrorist attack, act of God, war, civil commotion, strikes, labor disputes, or other unforeseeable circumstance that is beyond the control of either HMH or Customer and makes it impossible to hold the scheduled Services.
5. **Confidentiality.** Customer acknowledges that in the course of performing the Services under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the HMH Materials other than the use that is intended by HMH through its provision of the Services.
6. **Ownership and Use of Services.** HMH owns and retains all right, title and interest in and to HMH Materials, software, documentation, training and implementation materials, methodology, names of the Services, all parts of the presentations and other materials provided in connection with HMH Services

(collectively, "HMH IP"). HMH grants Customer a personal, nonexclusive license to use the HMH IP for its own non-commercial, incidental use as contemplated herein. Big Ideas Learning, LLC owns all right, title, and interest in all materials supplied by Big Ideas ("Big Ideas Materials") to the Customer and to the Participants as part of the Services. Customer and the Participants are strictly prohibited from reproduction or distribution of the HMH Materials, HMH IP or Big Ideas Materials without prior written permission from HMH. Customer and Participants may not make use of the HMH Materials, HMH IP or Big Ideas Materials in any manner other than the use intended by HMH through its provision of the Services. All data of the Customer is the property of the Customer.

1. The trademarks MATH SOLUTIONS, INTERNATIONAL CENTER FOR LEADERSHIP IN EDUCATION, HOUGHTON MIFFLIN HARCOURT, THE LEADERSHIP AND LEARNING CENTER, the names of the courses, and all parts of the presentations and the materials for the courses are owned solely by Houghton Mifflin Harcourt Publishing Company with all rights, including reproduction rights and copyrights, reserved to Houghton Mifflin Harcourt Publishing Company.
2. No part of the Services or any related materials may be

videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of HMH. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. To ensure the quality of the Services for other Participants, Participants may be asked to leave if they engage in this activity.

7. **Independent Contractor.** HMH and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between HMH and Customer.
8. **Disclaimer of Warranties and Indemnities; Limitation of Liability.** ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE

ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF SERVICES BY CUSTOMER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE SERVICES, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. HMH DOES NOT GUARANTEE THAT ANY SERVICES WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. HMH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HMH SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF SERVICES. IN NO EVENT SHALL HMH BE LIABLE TO

(76)

3/24/19

CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

9. **Jurisdiction, Venue, Choice of Law.** THE STATE COURTS OF THE ~~COMMONWEALTH OF~~ State of Ohio ~~MASSACHUSETTS~~ Medina SITTING IN ~~SUFFOLK~~ COUNTY AND, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR ~~MASSACHUSETTS~~ Ohio SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE ~~COMMONWEALTH OF~~ State of Ohio ~~MASSACHUSETTS~~, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND

ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY CUSTOMER IS LOCATED.

10. **Entire Agreement and Amendment.** This Agreement, including any attachments or exhibits, other than any terms and conditions applying to the provision of product support and hosting services, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of HMH and Customer.

Domestic K-12 Resellers

Terms and Conditions

The ordering or acceptance of any

Approved Product (defined in and subject to the Principal Terms and Conditions as provided by your Reseller Account Manager, the "Principal Terms and Conditions") purchased from Houghton Mifflin Harcourt (HMH) or its applicable subsidiaries or affiliates (collectively, "HMH") by any reseller (a "Reseller") shall constitute an agreement to these Additional Terms and Conditions set forth herein (the "Additional Terms and Conditions"). The Principal Terms and Conditions and Additional Terms and Conditions shall be collectively referred to as the "Terms and Conditions".

Any contrary or inconsistent terms to the Terms and Conditions appearing on purchase orders, acknowledgments, or other documents of Reseller or oral stipulations shall not be binding on HMH.

HMH and Reseller are each referred herein individually as a "Party" and collectively as the "Parties". Capitalized terms not defined where they initially appear in the Principal Terms and Conditions and/or the Additional Terms and Conditions are defined in Section 13 hereunder.

Product Distribution.

1. These Terms and Conditions form a binding agreement (hereinafter the "Agreement"). The Agreement is limited to the marketing, sale, and distribution of the Approved Product

during the Term in the Approved Market.

2. Reseller's appointment, and any right or license to market, sell, and distribute Approved Product under this Agreement will be subject to any and all applicable restrictions, limits, conditions, and requirements imposed on HMH by third parties or under applicable laws, as determined by HMH.
3. Reseller is hereby appointed, subject to the Limitations set forth in Section 6 below, as a non-exclusive marketer, reseller and distributor of the Approved Product during the Term. All materials that reference HMH products must be branded with and display a HMH logo in accordance with HMH's trademark guidelines. HMH may appoint other distributors for Approved Products and may directly market, offer and/or sell Approved Product.
4. Reseller may not:
    - Appoint sub-distributors or sub-resellers of Approved Product;
    - bid, offer or sell Approved Product into State Adoptions;
    - modify any Approved Product in any way;
    - copy any Approved Product except as otherwise explicitly permitted by HMH; or
    - advertise, offer, distribute, sell, deliver or otherwise market any Approved Product otherwise outside the Approved Market.

Term. The term of this Agreement commences as of the execution of this Agreement and will expire on December 31 of the year of execution, even if such term is less than one (1) year. This Agreement may be terminated before the end of the Term in accordance with Section 11.

Discounts. HMH may change catalog prices effective October 1 of each year, and HMH will honor prior pricing during a grace period of 31 days (through October 31.) Reseller Price Discounts and Material Pricing Group (the "MPG") product classifications may change or be added and/or deleted at any time at HMH's sole discretion provided Reseller is given thirty (30) days' notice prior to the effective date of such change(s), and/or deletion(s).

Orders, Payment, Shipping, Returns and Allowances.

1. All orders of Approved Product will be effected by written or electronic purchase orders, which shall automatically incorporate by reference the terms of this Agreement, whether or not explicitly stating so. All orders under this Agreement are subject to HMH's acceptance, in its sole discretion, and availability of the requested Approved Product. No conflicting terms of any purchase order may modify the terms hereof unless HMH consents to such modifications in a writing that refers to this Agreement.

2. All invoices must be paid within the Payment Term. All Approved Product will be delivered to Reseller F.O.B. HMH's shipping point. Any payment not either disputed in good faith or received within ninety (90) days will accrue interest at one percent (1.0%) per month.
3. Unless as otherwise stated in the Principal Terms and Conditions, Reseller shall pay to HMH the applicable shipping costs for each order calculated as the discounted purchase price multiplied by the Shipping Fee. Reseller's Shipping Fee will be waived on any order over $500.00 conditioned upon Reseller securing its own freight via its own carrier and provided that Reseller contact their Account Executive in advance to arrange coordination of freight via the warehouse designated by HMH at a mutually convenient time to be determined by the Parties.
4. Reseller will be allowed a Digital Return Allowance and a Non-Digital Return Allowance (collectively, the "Return"), returnable up to twelve (12) months from date of purchase, limited to the product of (i) then-current year's purchases (based on the total dollar value of all orders submitted by Reseller under this Agreement during the then-current calendar year) multiplied by (ii) the applicable Return Allowance. All returns are subject to inspection by HMH and must be preceded with no less than fourteen (14) days' notice, and must be pre-approved in writing by HMH. If

returned product is deemed non-sellable or is returned without HMH's pre-approved authorization, HMH may retain or destroy the returned product without credit to the Reseller.

5. HMH will set aside a limited pool of marketing funds to share with its resellers for jointly promoting the Approved Product. Upon Reseller's request, HMH may, at its sole discretion, allocate a portion of this pool to Reseller for mutually acceptable purposes up to a maximum amount equal to the product of (i) then-current year's purchases (based on the total dollar value of all orders submitted by Reseller under this Agreement during the then-current calendar) or the previous year's purchases (based on the total dollar value of all orders submitted by the Reseller for the previous calendar year offset by any Returns), whichever is larger, multiplied by (ii) the Co-op Allowance.
6. Upon HMH's reasonable request, Reseller shall provide HMH with monthly sell-through sales reports using the spreadsheet format made available by HMH, no later than fifteen (15) days after the end of the applicable month.
7. Certain school districts and other institutional purchasers may require that Reseller provide gratis (free with order) products. If this occurs, Reseller is solely responsible for providing any gratis student and teacher editions in the Approved Market. Notwithstanding the foregoing, if

Reseller is authorized for distributions in the Institutional market, then upon including such requests with the corresponding purchase order:

- for every twenty-five (25) print elementary student editions of an Approved Product purchased by Reseller, HMH will provide Reseller at no charge with one (1) corresponding print teacher's edition to be distributed solely as a gratis product in connection with the corresponding print student editions in the Institutional market; and
- for every fifty (50) print secondary student editions of an Approved Product purchased by Reseller, HMH will provide Reseller at no charge with one (1) corresponding print teacher's edition to be distributed solely as a gratis product in connection with the corresponding print student editions.

8. Reseller may purchase product samples of Non-Digital Products, to be used solely for marketing and demonstration purposes, from HMH at HMH's then-current catalog prices less a 90% discount. Reseller is entitled to purchase such product samples in an amount equal to the product of (i) then-current year's purchases (based on the total dollar value of all orders submitted by Reseller under this Agreement during the then-current calendar year) or the previous year's purchases (based on the total dollar value of all orders submitted by the

Reseller for the previous calendar year (not offset by any Returns), whichever is larger multiplied by (ii) the Samples Allowance. (i) Any change to Payment Term, Shipping Fee, Non-Digital Return Allowance, Co-op Allowance, Digital Return Allowance or Samples Allowance may be made at HMH's sole discretion provided Reseller is given thirty (30) days' notice prior to the effective date of such change.

Pricing. Reseller remains free to set the resale prices of the Products and to set its general conditions for sale towards its customers in its sole discretion.

Limitations.

1. This Agreement is limited to the marketing, sale, and distribution of the Approved Product in the Approved Market.
2. Reseller's appointment, and any right or license to market, sell, and distribute Approved Product under this Agreement will be subject to any and all applicable restrictions, limits, conditions, and requirements imposed on HMH by third parties or under applicable laws, as determined by HMH.

Forecasting. Reseller is requested to appoint adequate and competent staff resources to develop quarterly demand forecasts. Reseller is requested to provide to HMH with a rolling twelve (12) month forecast for the purchase of Approved

Product during each calendar quarter beginning on the next full calendar quarter following execution of the Agreement.

Confidentiality. Neither Party shall disclose or use the Confidential Information (defined below) of the other Party, except in direct connection with this Agreement. The receiving Party shall limit disclosure of the disclosing Party's Confidential Information to the receiving Party's employees or agents who have a need to know such Confidential Information for purposes of this Agreement, and who are bound in writing by confidentiality terms no less restrictive than those contained herein. Notwithstanding the foregoing, Confidential Information may be disclosed if required by law, provided, however, that the receiving Party shall notify the disclosing Party of such requirement immediately in writing and shall cooperate reasonably with the disclosing Party in obtaining a protective or similar order. "Confidential Information" means any confidential information of a disclosing Party, such as product plans, sales prospects names, non-published financial information, and discounts/prices, whether disclosed in tangible form or orally if such information is marked or identified as confidential at the time of disclosure or the receiving Party reasonably should know is confidential. Confidential Information will not include information that: (i) is in or enters the public domain through no act or

fault of the receiving Party; (ii) is known to and has been reduced to tangible form by the receiving Party at the time of disclosure; (iii) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or (iv) is lawfully obtained from a third party who has the right to make such disclosure. Upon the earlier of the disclosing Party's written request or the expiration or termination of this Agreement, the receiving Party shall return or destroy the disclosing Party's Confidential Information and certify promptly in writing that it has done so. The foregoing obligations arising out of this Section 8 will continue perpetually and remain in force even after a termination of this Agreement in accordance with Section 11 hereof.

Limitation of Liability; Disclaimer of Warranties. EXCEPT FOR (i) A BREACH OF CONFIDENTIALITY OBLIGATIONS OR (ii) MISAPPROPRIATION OR INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING FROM ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY

REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER TORT. NO WARRANTIES EXPRESS OR IMPLIED ARE PROVIDED TO RESELLER, AND HMH NEITHER ASSUMES NOR AUTHORIZES RESELLER OR ANY OTHER PERSON TO ASSUME FOR IT ANY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

Intellectual Property. HMH is the sole owner of and will retain ownership of all right, title and interest in and to (i) the Approved Product, (ii) HMH's pre-existing intellectual property and proprietary materials, (iii) all intellectual property related thereto (including without limitation patent rights; rights associated with works of authorship including moral rights, copyrights and mask work rights; rights relating to the protection of trade secrets and confidential information; trademarks, service marks, trade dress and trade names; and any right analogous to those set forth in this Agreement and any other proprietary rights relating to intangible property), (iv) any improvements, revisions and derivative works relating to HMH's intellectual property, regardless of who makes or contributes to the making of such improvement, revision or derivative works (provided such improvement, revision and

derivative do not include any confidential information of Reseller), and (v) HMH's Confidential Information (as defined in Section 5 hereof). Reseller acknowledges that all right, title and interest in and to the Approved Product are and remain the exclusive property of HMH.

Termination and Effect.

1. This Agreement shall terminate, immediately and without notice, if Reseller: (i) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Reseller or of its assets; (ii) proposes a written agreement for the composition or extension of its debts; (iii) is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof; (iv) proposes or becomes a party to any dissolution or liquidation; or (v) makes an assignment for the benefit of creditors.
2. Any failure by Reseller to pay such invoices in a timely manner shall constitute a default hereunder and shall entitle HMH to terminate the Agreement.
3. In addition, HMH may terminate this Agreement at any time after the initial term, for any reason or no reason, upon ninety (90) days' prior written notice to Reseller.

4. Upon termination or expiration of this Agreement, except as set forth below, all rights, licenses, and obligations of each Party hereunder will terminate.
5. Reseller may dispose of any existing inventory of Non-Digital Product for a period of One Hundred Twenty (120) days from the effective date of termination. HMH is not obligated to accept returns due to termination of this Agreement outside the scope of the provisions of 4(c).
6. The rights and obligations of the Parties under this agreement, and any owed but unpaid payment obligations, will remain in effect after any expiration or termination of this Agreement. In addition, the following provisions of this Agreement shall survive any termination or expiration: Sections 5, 7, 8, 9, 10, 11 and 12.

Miscellaneous.

1. This Agreement represents the complete understanding of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or statements of the Parties on the subject.
2. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule, and any dispute arising in connection herewith will be brought exclusively in the Commonwealth of Massachusetts

and federal courts located therein. The parties hereby irrevocably waive any defense to such jurisdiction based on lack of personal jurisdiction or forum non conveniens or any similar defense.

3. Neither party will be liable for failure to fulfill its obligations hereunder, or for delays in performance, due to acts of God, and acts or omissions of civil or military authority (each, a "Force Majeure Event"), if the affected party notifies the other party and makes reasonable efforts to perform. Either party may terminate this Agreement on written notice to the other party if the Force Majeure Event continues more than thirty days.
4. Reseller hereby specifically represents and warrants that it will comply with all laws and regulations applicable to its performance under this Agreement, including, without limitation, those relating to data security and privacy (including without limitation the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act). Reseller will indemnify, defend and hold harmless HMH and its directors, officers, employees and agents against any claim, demand, cause of action, debt or liability, including reasonable legal fees based on or arising out of a claim alleging facts that would constitute a breach of the representations and warranties in this section.
5. The rights and interests of the Reseller under this Agreement shall not be assignable without the prior written

consent of HMH. This Agreement is the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6. Reseller and HMH are independent contractors. Nothing contained in this Agreement will be construed to create an employment, agency, joint venture, or partnership between the parties. Reseller will determine the time, place, methods, details, and means of performing its obligations under this Agreement. Reseller shall ensure that its personnel are licensed as required under all applicable laws and regulations.

Definitions.

- "Adult Education" means educational materials designed for use by adults striving to achieve high school equivalency, workforce, or college/career ready skills.
- "Back List" means a list of HMH product in which HMH has deemed to be older versions of an HMH product or product no longer considered Front List.
- "Consumables" means those miscellaneous Approved Products, authorized by HMH for sale by Reseller, which otherwise do not fall into another Approved Products category.

- "Consumer" means end user of the products, such as teachers, in the Territory.
- "Excluded Products" means any product in the Riverside, Heinemann, and Trade and Reference product catalogs; any services referenced in any HMH catalog; custom publishing and development services; private label products developed by HMH; and any other products which HMH, in its sole discretion, decides not to make available to Reseller under this Agreement. "Front List" means a list of HMH product in which HMH has deemed the most current version of a product other than New Releases.
- "Handwriting" means HMH product designed to instruct handwriting for communication and print awareness through a variety of letter formation and letter recognition methods.
- "Homeschool" means parents who are teaching children at home in the Territory.
- "Institutional" means public institutions operating in the Territory, such as schools and school systems, that will allocate products to teachers and students who will use them.
- "Material Pricing Group" or "MPG" is HMH's internal referenced code for defining our product categories that drives pricing structure and strategy for the reseller market.
- "New Releases" means HMH product with a new copyright year and which has been available for purchase for less than one year.

- "Pre-K-12" means pre-kindergarten through 12th grade.
- "Private, Parochial and Charter Schools" means Pre-K-12 private, parochial and charter institutions of education operating in the Territory, such as schools and school systems that will allocate products to teachers and students who will use them.
- "State Adoption" means a centralized process administered and implemented by state boards of education or state departments of education whereby a state or local government evaluates, selects and approves for purchase by its school districts instructional materials in accord with state academic standards.
- "Supplemental" means products as determined by HMH designed to supplement core curriculum for specific purposes such as intervention and remediation.
- "Territory" means the United States of America, its territories and possessions but excluding Puerto Rico.

Events & Webinars (https://www.hmhco.com/events-webinars)
Homeschool (https://www.hmhco.com/programs/homeschool)
Classroom Solutions
International (https://www.hmhco.com/hmh-international)
Research (https://www.hmhco.com/research)

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RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(BOARD OF EDUCATION)
Revised Code, Secs. 5705.34-5705.35

The Board of Education of the WADSWORTH CITY School District, MEDINA County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
20___, at the office of _____ with the following members present:

_____

_____

_____

_____

_____

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1st, **2021**

and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Board of Education WADSWORTH CITY School District, MEDINA County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said School District the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com-mission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund	$23,334,700	$4,319,000	5.10	63.20
Library Fund (Bond)	$423,400			0.50
New Bond	$4,996,400			5.90
Bond Retirement Fund	$2,709,900			3.20
TOTAL	$31,464,400	$4,319,000	5.10	72.80

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on ,1976 for not to exceed CONT. years.	29.20	$6,328,000
Current Expense Levy authorized by voters on November 8, 1977 for not to exceed CONT. years.	4.50	$975,100
Current Expense Levy authorized by voters on November 2, 1982 for not to exceed CONT. years.	4.90	$1,752,400
Current Expense Levy authorized by voters on May 5, 1987 for not to exceed CONT. years.	6.90	$2,747,300
Current Expense Levy authorized by voters on November 5, 1996 for not to exceed CONT. years.	6.90	$3,997,700
Current Expense Levy authorized by voters on February 4, 2003 for not to exceed CONT. years.	5.90	$4,079,100
Current Expense Levy authorized by voters on November 8, 2011 for not to exceed CONT. years.	4.90	$3,455,100

and be it further

RESOLVED, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____ ,20 _____.

_____

Treasurer of the Board of Education of the

_____ School District,

_____ County, Ohio

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Treasurer of the Board of Education of the

_____School District, in said County, and in whose custody the Files and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

_____

_____

now on file with said Board, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20_____

_____
Treasurer of the Board of Education of the

_____ School District,

_____ County, Ohio.

No. _____

BOARD OF EDUCATION,

_____
SCHOOL DISTRICT,

_____ County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Board of Education)

Adopted _____, 20 ___

_____
Treasurer

Filed _____, 20 ____

_____
County Auditor

By _____
Deputy

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

			Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	001		$ 16,543,157.01	$ 10,205,054.36	$ 40,942,831.65	$ 3,741,916.01	$ 31,579,869.46	$ 25,906,119.20	$ 4,080,664.24	$ 21,825,454.96
Fund:	002		$ 6,862,425.37	$ 2,677,760.00	$ 6,716,664.32	$ 0.00	$ 5,797,362.14	$ 7,781,727.55	$ 0.00	$ 7,781,727.55
Fund:	003		$ 247,548.98	$ 44,222.98	$ 44,494.98	$ 2,506.24	$ 6,942.25	$ 285,101.71	$ 2,240.60	$ 282,861.11
Fund:	004		$ 7,381.88	$ 0.00	$ 0.00	$ 0.00	$ 3,807,027.53	$	$ 7,381.88	$ (3,807,027.53)
Fund:	006		$ 967,419.99	$ 148,905.31	$ 692,110.00	$ 117,302.93	$ 752,718.01	$ 906,811.98	$ 472,678.83	$ 434,133.15
Fund:	007		$ 3,289.57	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 3,289.57	$ 0.00	$ 3,289.57
Fund:	009		$ 29,169.67	$ 566.00	$ 44,525.00	$ 2,444.63	$ 4,249.19	$ 69,445.48	$ 64,720.81	$ 4,724.67
Fund:	010		$ 5,359,878.49	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 5,359,878.49	$ 13,906.79	$ 5,345,971.70
Fund:	011		$ 28,920.66	$ 706.80	$ 219,464.84	$ 6,024.34	$ 204,323.76	$ 44,061.74	$ 55,288.54	$ (11,226.80)
Fund:	012		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	013		$ 42,050.89	$ 39,859.03	$ 40,131.03	$ 1,760.00	$ 24,401.27	$ 57,780.65	$ 19,217.33	$ 38,563.32
Fund:	014		$ 108,626.98	$ 0.00	$ 0.00	$ 1,219.71	$ 163,774.45	$ (55,147.47)	$ 44,475.19	$ (99,622.66)
Fund:	017		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	018		$ 92,591.77	$ 4,080.88	$ 68,839.48	$ 4,128.86	$ 76,479.09	$ 84,952.16	$ 44,902.65	$ 40,049.51
Fund:	019		$ 53,747.11	$ 650.00	$ 71,375.00	$ 5,875.85	$ 19,106.70	$ 106,015.41	$ 13,983.63	$ 92,031.78
Fund:	020		$ 2,574.55	$ 13,823.73	$ 83,953.52	$ 35,758.38	$ 156,787.75	$ (70,259.68)	$ 28,977.40	$ (99,237.08)
Fund:	022		$ 31,673.25	$ 0.00	$ 19,300.62	$ 0.00	$ 2,300.00	$ 48,673.87	$ 4,883.60	$ 43,790.27
Fund:	024		$ 63,186.38	$ 19,466.70	$ 161,152.60	$ 29,954.48	$ 205,720.86	$ 18,618.12	$ 124,662.01	$ (106,043.89)
Fund:	025		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	029		$ 96,281.03	$ 1,000.00	$ 14,050.00	$ 0.00	$ 2,568.23	$ 107,762.80	$ 4,606.70	$ 103,156.10
Fund:	034		$ 2,451,088.51	$ 0.00	$ 0.00	$ 250,666.86	$ 305,611.86	$ 2,145,476.65	$ 28,998.00	$ 2,116,478.65
Fund:	071		$ 2,960,680.65	$ 0.00	$ 1,811,556.38	$ 44,624.30	$ 1,736,045.00	$ 3,036,192.03	$ 260,108.53	$ 2,776,083.50
Fund:	200		$ 72,866.04	$ 5,520.76	$ 15,767.04	$ 3,997.42	$ 28,872.30	$ 59,760.78	$ 47,202.38	$ 12,558.40
Fund:	300		$ 96,152.10	$ 9,270.62	$ 151,378.81	$ 8,705.11	$ 195,796.07	$ 51,734.84	$ 146,669.61	$ (94,934.77)
Fund:	401		$ 33,341.55	$ 109,106.02	$ 218,866.40	$ 5,046.76	$ 123,914.85	$ 128,293.10	$ 82,873.76	$ 45,419.34
Fund:	402		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	409		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	412		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	416		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	420		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	422		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	425		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	432		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	440		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	447		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	450		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	451		$ 0.00	$ 0.00	$ 7,200.00	$ 0.00	$ 0.00	$ 7,200.00	$ 0.00	$ 7,200.00
Fund:	452		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	455		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	459		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	460		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

			Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	461		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	467		$ 50,451.53	$ 144,336.42	$ 288,724.42	$ 16,244.29	$ 136,983.64	$ 202,192.31	$ 0.00	$ 202,192.31
Fund:	499		$ 29,317.47	$ 23,486.48	$ 23,486.48	$ 19,430.80	$ 24,764.80	$ 28,039.15	$ 49,200.55	$ (21,161.40)
Fund:	504		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	506		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	507		$ 0.00	$ 0.00	$ 0.00	$ 66,696.04	$ 141,676.72	$ (141,676.72)	$ 0.00	$ (141,676.72)
Fund:	510		$ 0.00	$ 0.00	$ 238,674.81	$ (3,713.06)	$ 462,908.60	$ (224,233.79)	$ 0.00	$ (224,233.79)
Fund:	514		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	516		$ 25,316.29	$ (4,175.09)	$ 123,412.96	$ 73,625.38	$ 659,626.05	$ (510,896.80)	$ 38,441.00	$ (549,337.80)
Fund:	524		$ 6,283.58	$ 94,291.85	$ 111,347.61	$ 25,032.40	$ 123,322.18	$ (5,690.99)	$ 0.00	$ (5,690.99)
Fund:	532		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	533		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	572		$ 10,623.84	$ (1,663.82)	$ 40,564.28	$ 28,653.62	$ 243,766.64	$ (192,578.52)	$ 0.00	$ (192,578.52)
Fund:	573		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	584		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	585		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	587		$ 796.84	$ 544.14	$ 2,934.53	$ 0.00	$ 3,731.37	$ 0.00	$ 0.00	$ 0.00
Fund:	588		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	589		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fund:	590		$ 3,689.19	$ 0.00	$ 563.12	$ 7,558.00	$ 53,486.51	$ (49,234.20)	$ 0.00	$ (49,234.20)
Fund:	599		$ 0.00	$ 0.00	$ 500.00	$ 4,723.85	$ 5,223.85	$ (4,723.85)	$ 2,519.38	$ (7,243.23)
Grand Total			**$ 36,280,531.17**	**$ 13,536,813.17**	**$ 52,153,869.88**	**$ 4,500,183.20**	**$ 47,049,361.13**	**$ 41,385,039.92**	**$ 5,638,603.41**	**$ 35,746,436.51**

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
JANUARY 2021

General Fund
Budget to Actual Report

	FY 2021 Budget	FY 2021 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 16,485,396**	**$ 16,543,157**			
Total Revenue	**$ 53,320,271**	**$ 40,942,832**	**$ (12,377,439)**	**76.8%**	66.7%
Expenditures:					
Salaries and Wages	$ 30,540,396	$ 19,407,906	$ (11,132,490)	63.5%	65.38%
Employee Fringe Benefits	$ 10,249,715	$ 6,456,029	$ (3,793,686)	63.0%	66.7%
Purchased Services	$ 7,499,595	$ 4,265,951	$ (3,233,644)	56.9%	66.7%
Supplies and Materials	$ 1,319,568	$ 1,131,650	$ (187,918)	85.8%	66.7%
Capital Outlay	$ 611,586	$ 75,373	$ (536,213)	12.3%	66.7%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 504,038	$ 238,560	$ (265,478)	47.3%	66.7%
Transfers/ Advances out	$ 4,120,000	$ 4,400	$ (4,115,600)	0.1%	66.7%
Total Expenditures	**$ 54,844,898**	**$ 31,579,869**	**$ (23,265,029)**	**57.6%**	66.7%
Revenue over (under) Expenditures	**$ (1,524,627)**	**$ 9,362,962**			
Ending Cash Balance	**$ 14,960,769**	**$ 25,906,119**			
Encumbrances		**$ 4,080,664**			65.02%
Available Unencumbered Balance		**$ 21,825,455**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 13,536,813.17**
Total Expenditures Current Month All Funds	**$ 4,500,183.20**
Total Month End Cash Balance	**$ 41,385,039.92**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 78,073,862.59**
Prior Fiscal Year Carryover Encumbrances	**$ 2,027,654.32**
Total Available All Funds	**$ 80,101,516.91**
Fiscal Year To Date Expenses All Funds	**$ 47,049,361.13**
Fiscal Year To Date % expended All Funds	**58.7%**