

Table of Contents

10.11.2021 BOE Mtg. Agenda
10.04.2021 BOE Special Mtg. Minutes
Agreement for Excess Costs-Children with Disabilities (Rittman)
Agreement for Admission for Tuition Pupils (Barberton City Schools)
Reserve School of Applewood Centers, Inc. Agreement
Medina County ESC Agreement (Behavior Technician)
Akron Design & Costume Contract
Cummins Agreement
Overview
Legal Alert - August 2021 Changes Continue to Impact Pupil Services Personnel
Legal Alert - COVID-19
Legal Alert - Diversity, Equity and Inclusion
Legal Alert - Federal Court Ruling on Title IX Provision
Legal Alert - Graduation Pathways
Legal Alert - H.B. 352
Legal Alert - Ohio Supreme Court Opinion
Legal Alert - Public Participation at Board Meetings
Legal Alert - Pupil Services Personnel
Legal Alert - Title IX
Legal Alert - U.S. Supreme Court
AG 2271
AG 5111.02
AG 5111
Policy 1530
Policy 2271
Policy 2370.01
Policy 5111.02
Policy 5111
Policy 5200
Policy 5350
Policy 5408
Policy 5516
Policy 5630.01
Policy 6114
Policy 8330
Policy 8400
Policy 8462
Policy 8600
Policy 8651

Policy 8740

Contract for Non-Handicapped Open Enrollment Pupils (Barberton City Schools)

Service Agreement (PSI)

Independent Contractor Agreement for SERS Covered Services (PSI)

Resolution (Complimentary Passes)

OHSAA Tournament Site Availability Agreement

WESPA MOU (Posting Time Period)

Wadsworth Advisory Committees to the Four Cities Compact

Resolution (Bonds)

Cash Summary Report

Monthly Financial Update

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, OCTOBER 11, 2021, 7:00 P.M.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

<https://stream.meet.google.com/stream/2ee6dc28-ae5d-47e1-bcb2-30e58a72e097>

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

or

<https://meet.google.com/vey-nxyn-bkr>

(participants/board members/those making public comment)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

(US) +1 573-343-8302

PIN: 554 800 027#

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Meeting Minutes**
- V. Student/Staff Recognition**

A. October Students of the Month

<u>Student</u>	<u>Grade</u>	<u>School</u>
Brody Yoak	04	Franklin Elementary School
Kyle Oplinger	04	Isham Elementary School
Madilyn Varga	04	Lincoln Elementary School
Cecilia Slabaugh	04	Overlook Elementary School
Victoria Sanabria Rangel	04	Valley View Elementary School
Ainsley Calkins	06	Central Intermediate School
Mila Polczak	08	Wadsworth Middle School
Makenna Lucas	12	WHS Career-Technical
Rylee Heller	10	Wadsworth High School

VI. Administrative Discussion Items, Presentations, and Updates

- A. Presentation on ESSER Funds: Doug Beeman, Treasurer
- B. Varsity Boys' Soccer National Academic Award
- C. September 24 Staff Professional Development Day

VII. Administrative Items

A. Personnel Consent Items

1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the employment start date, with a license effective date of July 1, 2021, if he/she does not already have the said license.)
 - a) Shannon Schrock, Certified Substitute
 - b) Rebeka Duvall, Classified Substitute
 - c) Supplemental contracts, per attached list
 - d) Volunteers, per attached list
2. Recommendation to approve Kalyn Davis as a Concert Supervision Worker
3. Recommendation to approve the following as high school formal dance monitors:
 - a) Dave Derrig
 - b) Danielle Francis
 - c) Danielle Gaugler
 - d) Mark Schoonover
 - e) Zach Humrichouser
 - f) Sarah Roe

B. Action Consent Items

1. Recommendation to accept the following donations:
 - a) \$500 from Automation Tool & Die, Inc. (Sept. donation)
 - b) \$500 from Automation Tool & Die, Inc. (Oct. donation)
 - c) \$2,589 from the All-Sports Boosters
 - d) \$1,500 from the Overlook PTO
 - e) \$2,000 from the Wadsworth Youth Baseball & Softball Association
2. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) with the Rittman Exempted Village Board of Education
3. 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

4. Recommendation to approve the Reserve School of Applewood Centers, Inc. Agreement for Educational Services for the 2021-2022 academic year
5. Recommendation to approve the Service Agreement Amendment between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the period of July 1, 2021 through June 30, 2022
6. Recommendation to approve the Costume Rental Contract between Akron Design & Costume and the Wadsworth City School District Board of Education
7. Recommendation to approve the Cummins Inc. Planned Maintenance Agreement Terms and Conditions
8. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education revised policies:
 - a) 1530, Evaluation of Principals and Other Administrators
 - b) 2271, College Credit Plus Program
 - c) 2370.01, Blended Learning
 - d) 5111, Eligibility of Resident/Nonresident Students
 - e) 5111.01, Educational Opportunity for Military Children
 - f) 5200, Attendance
 - g) 5350, Student Mental Health and Suicide Prevention
 - h) 5408, Academic Acceleration, Early Entrance to Kindergarten, and Early High School Graduation
 - i) 5516, Student Hazing
 - j) 5630.01, Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion
 - k) 6114, Cost Principles-Spending Federal Funds
 - l) 8330, Student Records
 - m) 8400, Threat Assessments
 - n) 8462, Student Abuse and Neglect
 - o) 8600, Student Transportation
 - p) 8651, Nonroutine Use of School Buses
 - q) 8740, Bonding
9. Recommendation to approve the Contract for Non-Handicapped Open Enrollment Pupils with the Barberton City Board of Education
10. Recommendation to approve the Service Agreement by and between Wadsworth City Schools and PSI Affiliates, Inc/PSI Associates, Inc. for the 2021-2022 school year
11. Recommendation to approve the Independent Contractor Agreement for SERS Covered Services with Partners for Success and Innovation for the period of August 18, 2021 through July 31, 2022
12. Recommendation to approve the complimentary pass resolution for the 2021-2022 school year

13. Recommendation to approve the Ohio High School Athletic Association (OHSA) Tournament Site Availability Agreement for the 2021-2022 School Year
14. Recommendation to approve the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) Memorandum of Understanding (MOU)
15. Recommendation to set the pay rate for an after-game dance monitor at \$25/dance
16. Recommendation to approve the 2021-2022 roster of the Wadsworth Advisory Committees to the Four Cities Compact

C. Personnel Item

1. Recommendation to approve the following as after-game dance monitors, eff. 9/10/2021:
 - a) Dave Derrig
 - b) Zach Humrichouser

VIII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to approve a resolution providing for the redemption, defeasance and payment in full of the school district's (I) School Improvement Refunding Bonds, Series 2016, in the principal amount of \$2,430,000, (II) School Improvement Refunding Bonds, Series 2017A, in the principal amount of \$224,782, and (III) School Improvement Refunding Bonds, Series 2017B, in the principal amount of \$920,000, and requesting cessation of the collection of taxes related to the bond levy approved by the voters on November 4, 1997
2. Recommendation to accept the September 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. Board Member Items

XI. Floor 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, B and E** as listed above.

XII. Adjournment

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

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
October 11, 2021
Agenda Detail Sheet**

VI. Administrative Discussion Items, Presentations, and Updates

- A. Varsity Boys' Soccer National Academic Award:** Congratulations to our 2020 Varsity boys' soccer team on their recent national academic award from the United Soccer Coaches. The United Soccer Coaches is the national soccer coaches association. The national academic award is based upon a team's academic performance the entire school year (2020-2021). This is our Varsity boys' soccer program's 16th national award and their 10th consecutive.
- B. September 24 Staff Professional Development Day:** You can view the professional development offerings that were available to our employees on September 24 by [clicking here](#).

VII. Administrative Items

B. Action Consent Items

- 4. Reserve School of Applewood Centers, Inc. Agreement:** The Reserve School of Applewood Centers, Inc. Agreement for Educational Services for the 2021-2022 academic year being recommended for approval is necessary to meet the needs of one (1) of our students, per the student's individual education program (IEP).
- 5. Service Agreement Amendment:** The Service Agreement Amendment between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the period of July 1, 2021 through June 30, 2022 being recommended for approval is necessary to provide a behavior technician to support a student, per the student's individual education program (IEP).
- 6. Costume Rental Contract:** The Costume Rental Contract between Akron Design & Costume and the Wadsworth City School District Board of Education being recommended for approval is necessary for our high school drama club's upcoming productions.
- 7. Cummins Inc. Agreement:** The Cummins Inc. Planned Maintenance Agreement Terms and Conditions being recommended for approval is for planned equipment maintenance of the generator at Wadsworth High School.
- 8. Board of Education Policy Revisions:** The revised policies being recommended for a first reading are required due to changes in Ohio Revised Code or best practices, as recommended by our policy provider, NEOLA.

- 10. & 11. Partners for Success and Innovation (PSI) Agreements:** The Agreements between PSI and the Wadsworth City School District Board of Education being recommended for approval are for services that will be provided at Sacred Heart of Jesus School. The Agreements have to be approved by the Wadsworth City School District Board of Education because we are the fiscal agent for the funds Sacred Heart is using to pay for the services.
- 12. Complimentary Pass Resolution:** The complimentary pass resolution being recommended for approval is necessary for audit purposes.
- 13. Ohio High School Athletic Association Agreement:** The Ohio High School Athletic Association (OHSAA) Tournament Site Availability Agreement for the 2021-2022 School Year being recommended for approval is necessary for us to host OHSAA post- season contests for our athletic programs.
- 14. Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) Memorandum of Understanding (MOU):** The Memorandum of Understanding between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education being recommended for approval modifies the posting time period for positions that were open earlier this month.
- 16. Four Cities Compact Advisory Committees:** This recommendation is required annually to allow the volunteers to serve on the Wadsworth High School program committees for the Compact: Automotive Technologies; Carpentry; Engineering, Design & Technology; Programming, Design & Robotics; Family & Consumer Sciences; Job Training; and Media Communications.

EMPLOYMENTS
October 11, 2021

Supplemental Contracts

Lindsay Berger	Girls 7th Grade Basketball Coach
Kim Crookston	Varsity Asst. Softball Coach (50%)
Stacey Hornfeck	Reserve Girls Lacrosse Co-Coach (50%)
Ryun Louie	Pana Percussion
Matt McConnell	Boys 7th Grade Basketball Coach
Pat McNutt	Reserve Girls Lacrosse Co-Coach (50%)
Kathy Ott	Resident Educator Mentor (Year 1)
Greg Pickard	Girls 8th Grade Basketball Coach
Larry Ries	Varsity Asst. Softball Coach
Mark Rittenour	N.F.L. Asst. All-Events Coach
Jeff Shenker	Boys 8th Grade Basketball Coach
Chad Wolf	Boys Basketball Coach (Volunteer)

Volunteers

Janet Bemiller
Sherrill Dragovich
Julia Ramsier
Amber Seibert
Carey Steidl

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: October 4, 2021

The Wadsworth City Board of Education met in Special Session on Monday, October 4, 2021, at **6:00 P.M.** at Charles R. Parsons Administration Building, 524 Broad Street, and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer, McComas, Stevens
Absent	Gordon (arrived at 6:07 p.m.)
Administrators	3
Staff	0
Visitors	8 Virtual
Student Liaison	Absent

21-10-103 APPROVAL OF BOARD MINUTES

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

Regular Meeting September 20, 2021

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

Motion Carried,

ADMINISTRATIVE ITEMS

21-10-104 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Personnel Consent Items from the October 4, 2021, Special Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations

a)	Terry Jones	Non-Teaching Employee	(eff. 09/20/21)
b)	Kip Shipley	WMS Asst. Football Coach	(eff. 09/04/21)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: October 4, 2021

2. Employments

a)	Melissa Brinker	Non-Teaching Employee	(eff. 09/27/21)
b)	Dave Derrig	Athletic Contest Worker	(eff. 10/01/21)
c)	Lisa Gott	Non-Teaching Employee	(eff. 09/28/21)
d)	Ellen Hatfield	Non-Teaching Employee	(eff. 09/23/21)
e)	Janet Taber	Non-Teaching Employee	(eff. 09/27/21)
f)	Jennifer Breyley	Classified Substitute	

g) Volunteers:

Kelly Archinal	Tiffany Klein (eff. 09/29/21)
Jennifer Asente	Katie Lamb
Alexandra Barbosa	Julie Mittleman
Tonya Barger	Carrie Nolin
Bethany Barker	Jen Noll
Roxan Barnes	Crystal Rogers
Jessica Bird	Tiffany Rybak
Kristin Brubaker	Lorie Saiben
Kristina Cargill	Matt Seifert
Angela Clark	Shannon Shaffer
Natalie Clark	Jerri Shultz
Kristin Cole	Jerry Stallard
Amy Dooley	Lindsey Stine
Jessica Evans	Angela Stoner
Amy Fleck	Christi Urbanek
Grace Gasser	Stephanie Warner
Kristen Highland	Jessica Widmer
Catherine Hutzell	Mindy Workman
Elizabeth Jorgensen	
Lauren Klancer	

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

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Review of Board of Education Goals

President McComas reviewed the 2020-21 goals. After reviewing each goal individually, the Board of Education believed each goal was achieved except for Board Professional Development since the OSBA conference was held virtually. It was determined in the review of goals to discontinue the climate culture survey for the 2021-22 school year.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: October 4, 2021

B. 2021-2022 Board of Education Goals:

1. Continue to increase our financial IQ:
 - a) Understand the relationship between our budget and District goals.
 - b) Potential replacement of CIS if bond / operating levy is successful.
 - c) Gain a better understanding of the new State-funding formula.
2. Continue to create a climate of support for our District staff:
 - a) Continue to highlight and celebrate our school buildings throughout the school year:
 - 1) School Spotlight highlights take place as building principal schedules allow and would consist of a 10-20 minute presentation at a Regular monthly Board meeting, highlighting the building activities.
 - 2) Board members may visit the building that month to take part in special programs or to visit a student or teacher in a classroom when/if COVID-19 protocol allows.
 - 3) Board will discuss and implement ways to show appreciation and support to our teachers and staff at each school building throughout the school year.
 - 4) Board members will continue to highlight school-building happenings during Board Member Items.
 - b) Continue to attend teacher and staff functions, virtually or in-person.
3. Board Professional Development:
 - a) Hold work sessions and attend OSBA training sessions.
4. Continue to collaborate and communicate with appropriate officials, staff and the Wadsworth Community to further implement our plan for the future of Central Intermediate School, while taking into consideration the economic environment.
5. Continue to be part of the Mental Health Committee to support, educate, and maintain a strong focus on the overall social emotional and mental health of our District.
6. Work with all District and community stakeholders and continue to be a part of the District-wide Diversity and Inclusion Committee whose purpose is to educate, support, and improve diversity and inclusion within our staff and student body.
7. Continue to work with and advocate for our positions on policies and issues that affect our District with County, State and Federal officials.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: October 4, 2021

ADJOURNMENT

21-10-105 The motion was made by **Gordon**, seconded by **Stevens**, to adjourn at **7:01 p.m.**

VOTE: Yea – McComas, Stevens, Batey, Gordon, Kramer

Nay – None

Motion Carried,

(Signed) _____
Gary McComas, President

(Attested) _____
Douglas D. Beeman, Treasurer

**CONTRACT FOR CHILDREN WITH DISABILITIES
OPEN ENROLLMENT**

**AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES
PURSUANT TO SECTIONS 3313.981 O.R.C., 3323.14 O.R.C., and RULE 3301-48-02(F)**

District of Attendance

The Rittman Exempted Village Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) listed below with the Wadsworth City Schools Board of Education (District of Residence) for educational purposes for the school year of 2021 - 2022.

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay to the Rittman Exempted Village Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Rittman Exempted Village Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student		Address of Student
1.			 Wadsworth, OH 44281
2.			
3.			
District of Attendance Superintendent Signature			9/16/2021 Date
			9/16/2021 Date
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 2021 - 2022

District of Residence Superintendent Signature _____ Date _____

District of Residence Treasurer Signature _____ Date _____

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 Wadsworth City School Board of Education (District of Residence) for educational purposes for the school year of 2021- 2022 .

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.

Effective Start Date: 9/24/2019

District of Attendance Superintendent Signature

Date

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 2021 - 2022.

District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date

	A	B	C	D	E	F	G	H	I	J	K	L	M
124	DOR	Grade	ID #	SSID#	First Name	Last Name	Address	City	Adm From	Dis Cond	EMIS SIT	How Rec'd	Start Date
125									Wadsworth CSD	**	96	C	7/1/2021

**RESERVE SCHOOL OF APPLEWOOD CENTERS, INC.
AGREEMENT FOR EDUCATIONAL SERVICES**

Pursuant to Ohio Revised Code Section 3313.17, the Wadsworth City Schools Board of Education ("Board") hereby enters into a contract for service of the student listed below, a resident of the Board's school district, with the Reserve School of Applewood Centers, Inc. ("Reserve School"), an Ohio nonpublic school, for the 2021-2022 Academic Year.

Name of Student: [REDACTED] Date of Birth: 12/23/2004

Reserve School agrees to admit this student on 8/18/2021 into its school program. For the Reserve School's provision of education services to the student, the Board agrees to pay to Reserve School \$279.04 for each school day during the student's placement in the Bellefaire residential treatment facility. Tuition pays for the education provided to the Student during the regularly scheduled school year as defined in Ohio Revised Code Section 3313.48. Tuition shall be billed monthly for all school days as indicated in the school calendar. Payment is due upon receipt.

BOARD OF EDUCATION

Signature: Superintendent of District of Residence

Date

Signature: President of District of Residence

Date

RESERVE SCHOOL OF APPLEWOOD CENTERS, INC.

[REDACTED]
Signature: President of Applewood Centers, Inc.

7/30/2021
Date

Please return a signed copy of this agreement along with a signed P.O. for the above service to Applewood Centers, Inc., Attn: Elizabeth A. Eisenberg, Paralegal, 22001 Fairmount Boulevard, Shaker Heights, Ohio 44118.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

- ☐ New
☒ Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

The Educational Service Center of Medina County
and
Wadsworth City School District

	<u>Service to be performed</u>	<u>Days</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	Behavior Technician		1350	\$31.50	\$42,525.00

Fiscal/Facility Fee is 3% of total contract.

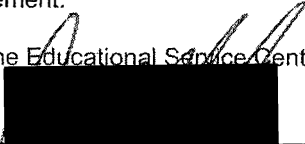
Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Wadsworth City School District will be billed on a monthly basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus fiscal fee for the service specified in this agreement.

For the Educational Service Center of Medina County

For the Wadsworth City School District



Treasurer Date 9/17/21

Treasurer Date



Superintendent Date 9/17/21

Superintendent Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



COSTUME RENTAL CONTRACT

www.akrondesign.com Terms & Conditions

Akron Design & Costume
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

School/Organization _____
Play/Musical/Event _____
Dates of Show Run _____
Date Costumes Needed by _____
Date Costumes Will Be Shipped/Returned _____

Contact Info:

Contact Name: _____
Phone: _____
Mobile: _____
Fax: _____
Email: _____

THIS CONTRACT MUST BE RETURNED TO AKRON DESIGN BEFORE ORDERS WILL BE RELEASED.

1. RENTALS

Costumes rented to Educational Institutions only may be reserved via PURCHASE ORDER or letter of authorization from Principal, Treasurer, etc. We must have a copy of actual purchase order and correct billing address. For all other rentals, 1/3 down & dated series of checks for balance of the rentals plus security deposit is required. All checks will be deposited by the end of the performance or event. **Costumes ordered but not used: There will be a \$10 per costume restocking charge for ALL costumes NOT USED but returned before opening night. Full charges are made for all costumes NOT returned before opening night to Akron Design.**

2. RUSH ORDERS

We highly recommend sending in all your paperwork with a **six-week pull/build time** allotment before the necessary ship date or pickup date. Otherwise, there is a **rush fee of \$250.00** if paperwork is not submitted with a six-week allotment.

3. PICK UP OR ARRIVAL

Costumes will be available for pick-up or will arrive the Monday Before or 3 days prior to Opening Performances. Pre-arrangements for costumes to arrive earlier may be made at an additional charge.

4. SHIPPING OR DELIVERY

Shipping and Delivery will be determined by the options selected on the rental contract. It is the customers responsibility to ensure that the costumes will be picked-up and returned on agreed dates. Shipping terms must be specified on rental contract. The customer is responsible for all shipping and handling charges.

5. RETURNS

Costumes should be returned the same way they were received: **on hangers and with the proper identification tags and NOT SMASHED IN THE BOXES.** If ~~Akron Design has to hunt for pieces of returned costumes throughout all the boxes~~ **additional charges will apply.** Costumes not returned properly will be charged 10% of rental price. Costumes should be packed /shipped and/or returned within 48 hours of the customer's last performance.

6. PROGRAM CREDIT

When Akron Design supplies costumes for the entire production or those for leading roles, credit would be appreciated - "www.akrondesign.com of Akron, OH" Please send a copy of the program with credit for a Ben Nye Makeup Coupon Code.

7. MEASUREMENTS

Please measure accurately. Please follow measurement forms. We go by the exact sizes you order. Customer will be charged for any costumes sent that the **CUSTOMER** measured incorrectly. ~~There will be additional charges for sizes XXL and larger.~~

8. DAMAGES, ADDED ALTERATIONS, LOSSES

A breakdown of costumes supplied by Akron Design & Costume Co will be furnished to the Director or Department Head as the case may be. **DAMAGE and LOSS:** Damages such as but not limited to cigarette burns, stage grease, blood, excessive rips and tears AND **EXCESSIVE MAKE-UP**, that render the costume unusable for future use **WILL BE CHARGED** to the School or Organization, and proper replacement value will be made. PLEASE Powder all make-up before wearing costumes. ~~Excessive make-up will be charged extra for cleaning.~~ **MASKING TAPE** may be used on collars and necklines to prevent make-up stains. Any damages to the costume due to Choreography or movement, such as knee burns, tears, or holes **will result in full purchase of the costume: i.e. knee burns to pants of a suit, requires purchase of entire suit.** Alterations and fixes on costumes are to be made by **HAND- STITCH** or someone capable of machine stitching, and use safety pins as a last resort. By no means is the garment to be cut. Please ask for proper approval before altering.

9. CANCELATIONS

In the event of a cancelation, the customer agrees to forfeit the deposit (at least 25% of the total rental. If a show is canceled four business days or less from the necessary ship date, then the customer will be charged the entire rental for one week.

We/ I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Director/Costume Coordinator: _____ Date _____

Signature X _____



COSTUME RENTAL CONTRACT

www.akrondesign.com

Page 1 of ____

Akron Design & Costume Co.
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

Estimated Subtotal of Rentals \$ _____
Estimate of Shipping \$ _____
Estimate of Grand TOTAL \$ _____
Down Payment (at least 25%) \$ _____

Down Payment: 25% of estimated total, paid by check or credit card. We can provide a performa invoice. Estimated Totals are subject to change depending on rental time, returns, expedited shipping, special orders, damages, etc.

Billing Address:

School/Theatre: _____

Attn: _____

Street/P.O. Box: _____

City, State, Zip: _____

INSURANCE INFORMATION (to cover loss of costumes due to fire or disaster):

Insurance Carrier: _____ Policy No.: _____ Agent Name: _____ Phone No.: _____

CREDIT CARD MANDATORY FOR SECURITY PURPOSES. YOU MAY ALSO PAY RENTAL FEES WITH CC or CHOOSE METHOD BELOW.

() Credit Card: _____ Exp: ____ / ____ / ____ CVV: ____ Name on Credit Card: _____

Credit Card Billing Address: _____ CC Zip Code: _____

OTHER PAYMENT METHOD(S) (CC still required):

() Check(s) - Amount \$: _____ Check #: _____ Date: ____ / ____ / ____ | Amount \$: _____ Check #: _____ Date: ____ / ____ / ____

() ***Purchase Order No.: _____ ATTACH COPY OF P.O.

*** In order to use a P.O. a 25% Minimum Down Payment must be made via Credit Card or Check. The P.O. for the balance must be received before costumes are shipped. **TERMS:** With Purchase Order, Due upon Receipt, 1.5% past 30 days (18% Per Annum)

SHIP or PICK-UP (check one below)

- () Ship costumes via UPS, USPS, or FedEx
() I will pick-up the costumes in person. (pick-up date: ____ - ____ - ____)
() Ship UPS or FedEx with Account #: _____

RETURNING THE COSTUMES (check one below):

- () We will provide Return Shipping Labels with the boxes and I will deliver to UPS / FedEx location.
() I will return the Costumes in Person (return date: ____ - ____ - ____)

Shipping Address:

School/Theatre: _____

Attn: _____

Street/P.O. Box: _____

City, State, Zip: _____

We/I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Today's Date: _____

Director/Costume Coordinator: _____

Signature: _____

Principal/President/Treasurer: _____

Signature: _____

Tax Exempt No.: _____

Measurements will affect the price of our costumes. XXS or XXL will be charged additional. To receive best pricing, measurements should be received 6 weeks prior to ship date. Changes & add-ons may be considered a rush and incur additional charges. These updated prices will replace the pricing from the costume plots.

☒ Proper measurements will be provided in a timely fashion.
Customer will be charged if customer measures incorrectly.

Please contact us if you have any questions regarding this contract before signing.



Sales and Service

CLEVELAND OH BRANCH
7585 NORTHFIELD ROAD
CLEVELAND, OH 44146
Phone: 440-439-6800

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
WADSWORTH CITY SCHOOLS 524 BROAD ST Wadsworth, OH 44281	Contact: Scott Larch Phone: [REDACTED] Fax: 330 334-5242 Cust Id: [REDACTED]	Quote Date: 13-JUL-21 Quote Expires: 31-JAN-22 Quote Num: 140787 Quoted By: Cheryl Chapman Quote Term: 3 Year(s)

Site Information

1	WADSWORTH HIGH SCHOOL	625 BROAD STREET	WADSWORTH	OH	44281
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	HIGH SCHOOL	GENERAC	GEN SET	12870310100	GENERAC 2109967	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	HIGH SCHOOL	FULL SVC W/SAMPLE	3	505.45	1,516.35

Generator Planned Equipment Maintenance Quote

Annual Full Service W/Oil Analysis / November 2021-2023

Payment Info

Please indicate whether you wish to pre-pay annually or pay per event on a billable agreement.

- ☐ Send Pre-Pay Invoice
☐ *Pay as You Go (Billable)

*For billable services, you must establish a line of credit with Cummins Sales and Service. A credit application is available upon request. Credit application is subject to approval by the credit department.

We accept all major credit cards, please call 248-573-1925

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you do not wish to participate in the auto renew option, please check below to opt out. If you do not opt out, this Agreement will automatically renew at the end of the initial term for a period equal to the initial term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 3%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

☒ Opt out of Automatic Renewal

*Auto Renewal Option is only available for prepaid contracts.

To continue your services without interruption, please sign the quote and return via email or mail to:



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
WADSWORTH CITY SCHOOLS 524 BROAD ST Wadsworth, OH 44281	Contact: Scott Larch Phone: [REDACTED] Fax: 330 334-5242 Cust Id: [REDACTED]	Quote Date: 13-JUL-21 Quote Expires: 31-JAN-22 Quote Num: 140787 Quoted By: Cheryl Chapman Quote Term: 3 Year(s)

Cummins Sales and Service
Attn: PEM Administration Group
21810 Clessie Court
New Hudson, MI 48165

Email: pm.service@cummins.com

In our ongoing effort to positively impact the environment, we will no longer be automatically providing countersigned agreements to our customers. We will, however, still countersign agreements when requested.
Thank you for your business!

Standard Agreement Amount	\$1,516.35
Proposal Total	\$1,516.35

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. ~~Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.~~ Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. *9/16/21*

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

~~7. INDEMNITY.~~ Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense. *9/16/21*

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents. *9/16/21*

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement. *9/16/21*

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional - Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

Book	Policy Manual
Section	Vol. 40, No. 1 - August 2021
Title	Vol. 40, No. 1 - August 2021 OVERVIEW
Code	01-OVERVIEW
Status	From Neola

UPDATE**VOLUME 40, NO. 1****August 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 chooses not to adopt a policy or an administrative guideline, the District is still obligated to follow applicable Federal and State laws relating to that section.

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

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

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

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

As the Update "season" gets underway, Neola offers some suggestions for accessing the comprehensive policy services through your Neola Associate. 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 and to schedule an appointment to review this update and ensure you are current on this and previous updates. Please consider the following options:

1. Schedule an appointment date/time to review the update materials during an in-person conference,
2. Schedule/reschedule update or drafting visits for a later time,
3. Schedule an appointment date/time to review the update materials via virtual meeting, such as Google Meeting or other electronic options, or

4. Schedule an appointment date/time to review the update materials in a telephone conference.

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

District-Specific Material

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

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

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

Notice Regarding Legal Accuracy

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

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

Ohio's Operating Standards for the Education of Children with Disabilities – (OAC 3301- 51-01 through 3301-51-10 and OAC 3301-51-20)

At its June 2021 monthly meeting, the State Board of Education passed a resolution to adopt the proposed amendments to Ohio's Operating Standards for the Education of Children with Disabilities – i.e., OAC 3301- 51-01 through 3301-51-10 and OAC 3301-51-20. The amended Operating Standards continue the requirement set forth in OAC 3301-51-02 – Free Appropriate Public Education that mandates that each educational agency must adopt and implement written policies and procedures, approved by the Ohio Department of Education - Office for Exceptional Children (ODE-OEC), ensuring that a free appropriate public education (FAPE) is made available to all children with disabilities between the ages of three and twenty-one, inclusive, including children with disabilities who have been suspended or expelled from school, for whom the school district is the child's school district of residence. It is anticipated that the ODE-OEC will eventually update its Model Policy and Procedures to be consistent with the amended Operating Standards. However, it is presently unknown, when the revised Model Policy and Procedures will be released. (You may recall that ODE-OEC did not update the Model Policy Procedure back in 2014 when the Operating Standards were last reviewed and amended; the current Model Policy and Procedures published on the ODE's website are dated from 2009.) Nevertheless, Neola maintains that there is no need to immediately revise Policy 2460 because it appropriately notes that the Model Policy and Procedures, while comprehensive, do not include every requirement set forth in the IDEA, the regulations implementing the IDEA, the Operating Standards, the Ohio Revised Code, and/or the Ohio Administrative Code. As such, Policy 2460 expressly affirms the Board's obligation to follow all applicable laws and regulations, regardless of whether their provisions are restated in the Model Policy and Procedures; consequently, existing Policy 2460 is sufficient to fulfill the board of education's requirement under OAC 3301-51-02(A) to have a policy adopted. If this changes, Neola will prepare a new Policy 2460.

Notwithstanding the preceding, if the board of education decides to develop its own policy(ies) and procedures concerning the provision of FAPE, after the board secures the ODE-OEC's approval of the policy(ies) and procedures, Neola will process and publish the policy and/or administrative guideline on Board Docs.

Legal Alert

Included with this update are several legal alerts and other resource materials. These include:

- 03 - Legal Alert: Changes Continue to Impact Pupil Services Personnel
- 04 - Legal Alert: Update on Title IX Implementation and Enforcement Under the Biden Administration
- 05 - Legal Alert: A Sweeping Rewrite of Ohio Civil Rights Law
- 06 - Legal Alert: Diversity, Equity, and Inclusion in Public Schools
- 07 - Legal Alert: State Law Adds Wrinkle to COVID-19 Planning
- 08 - Legal Alert: Graduation Pathways for Class of 2022 and Beyond
- 09 - Legal Alert: Ohio Supreme Court Issues Opinion About Qualifications to Carry Guns onto School Property
- 10 - Legal Alert: U.S. Supreme Court Addresses Student Off-Campus Speech
- 11 - Legal Alert: Sixth Circuit Addresses Public Participation at Board Meetings
- 12 - Toolkit for Review and Adoption of Replacement Policy 5722 - School-Sponsored Student Publications and Productions
- 13 - Sample Resolution: Graduation Requirements for the Class of 2022
- 14 - Policy Checklist for Internal Review

BYLAWS AND POLICIES

Bylaw 0169.1 - Public Participation at Board Meetings (Revised)

Revisions to this bylaw are in line with the recent decision of the U.S. District Court for the 6th Circuit. Some of the optional language has been deleted, so as to remove the authority of the presiding officer at board meetings where public participation is permitted to regulate speakers on the basis of comments that are "abusive," "frivolous," and/or "harassing." These measures are intended to prevent districts from engaging in viewpoint discrimination for remarks that are oppositional in nature, perceived as hostile to the direction of the board and/or merely offensive. In addition, options (which were deemed acceptable regulations by the Court) have been added for preregistration, including prohibiting individuals from signing up to speak for others. Finally, there are options for districts who livestream meetings to determine whether or not they will facilitate public participation remotely.

These revisions and options should be considered for adoption.

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

Revisions to this policy reflect the latest version of the OPES model and framework documents regarding preliminary and final evaluations for principals.

In 2018, Ohio adopted changes to the Ohio Teacher Evaluation System ("OTES") laws and the State Board of Education subsequently adopted a revised framework and model, referred to as OTES 2.0. School districts were required to update their OTES policies by September 1, 2020. Additionally, R.C. 3319.02(D) requires school districts to evaluate principals and assistant principals using a system and procedures that are "comparable" to the state's teacher evaluation system but tailored to the duties and responsibilities of principals and assistant principals and the environment in which they work. Subsequently, the Ohio Principal Evaluation System has been updated to align with OTES 2.0.

Most districts will be required to implement the new evaluation systems this school year. Districts should also be aware that under temporary laws adopted in response to the pandemic, school districts are prohibited from using student growth measures and any high quality student data for the 2021-2022 school year in principal, teacher and school counselor evaluations. Instead, boards of education will use the remaining factors and components of each evaluation system. District evaluators may consider as part of the evaluations how an educator collects and uses data to inform and improve their practice.

This revised policy should be adopted to maintain accurate policies.

Policy 1617/3217/4217 - Weapons (New/Revised)

On June 23, 2021 the Ohio Supreme Court issued a decision declaring that two statutes, R.C. 109.78 & R.C. 2923.122, collectively require any school staff designated by a board of education to carry a concealed gun during the workday to complete the 737+ hour peace officer training or alternatively have 20 years of experience as a police officer. The case Gabbard v. Madison Local School District Board of Education was filed by parents from Butler County challenging a board resolution and policy that authorized the superintendent to designate up to 10 staff to carry a gun onto campus. The policy was adopted in 2018 after the school experienced an active shooter incident where four students were injured. Ohio law permits a board of education to designate individuals to carry concealed guns onto campus without violating criminal statutes which prohibit guns in school zones. However, a separate statute declares that any security official employed by a board of education must complete the lengthy peace officer training or have the required years of experience as a peace officer to carry a weapon while on duty. Then Ohio Attorney General Mike DeWine stated in a letter he issued to the chairman of the Buckeye Firearms Association in 2013 that only those employees who were hired as security staff must complete peace officer training or meet the experience requirement. Alternatively, other staff designated by the board to carry guns did not need to meet these requirements. The Supreme Court disagreed, and instead concluded that state law requires all designated employees to meet the rigorous qualifications. In light of this decision, Policy 3217/4217 has been updated to specify the requirements for employees to be eligible to carry weapons onto school property. Policy 1617 (consistent with Policy 3217/4217) has been added to include administrators. The definition of weapons has also been updated to align with current law. It is important to note that the Court's decision acknowledged there could be an easy legislative fix to this requirement, and House Bill 99 was introduced in February of this year to do just that. However, pending legislative action, school district boards of education that have authorized staff to carry concealed guns onto campus should be aware of this decision and should contact legal counsel to discuss immediate next steps to avoid violations of the law.

Revisions to these policies should be adopted to maintain accurate policies.

Policy 2271 - College Credit Plus Program (Revised)

House Bill 110 included a modification to the college credit plus program eligibility. The new law requires the Chancellor of Higher Education, in consultation with the Superintendent of Public Instruction, to establish alternative remediation-free options for students to be eligible to participate in college credit plus. The bill includes language which maintains prior eligibility alternatives for students who participated in CCP before September 30, 2021, the effective date of the bill. Policy 2271 and the accompanying administrative guidelines have been updated to reflect the change.

Revisions to this policy (and AG) should be adopted in order to maintain accurate policies.

Policy 2370.01 - Blended Learning (Revised)

Revisions to this policy reflect the changes included in H.B. 110, modifying the definition of Blended Learning to specify that delivery of instruction "primarily" should be in a supervised physical location away from home, adding the requirement of an annual instructional calendar of at least nine hundred ten (910) hours, and changing the district's notification requirements with ODE.

This revised policy should be adopted if the district intends to offer a Blended Learning program and to maintain accurate policies.

Policy 5111 - Eligibility of Resident/Nonresident Students (Revised)

Policy 5111.02 - Educational Opportunity for Military Children (Revised)

These 2 policies have been updated to include new enrollment and education requirements for children of military families. In 2009, Ohio joined the Interstate Compact on Educational Opportunity for Military Children through passage of House Bill 1. The Compact was created to address educational disruptions and barriers that children of military members face when the families are transferred to new assignments. In support of Ohio's commitment to the Compact, House Bill 244 was passed this summer. The bill requires districts to provide children of active-duty military members with technology-based educational opportunities as they transition from one assignment location to another, whether in-state or out of state, until such time as the students enroll in a new school. The bill also mandates that schools permit students of military families subject to relocation orders to apply for enrollment just like resident students even if they do not yet reside in the district. Districts must provide an electronic enrollment process to assist with this. Parents must provide proof of residency within ten days after moving to the district. HB 244 becomes effective October 13, 2021.

Revisions to these policies should be adopted in order to maintain accurate policies.

Policy 5200 - Attendance (Revised)

This policy has been revised to reflect changes included in H.B. 110 (effective September 30, 2021) that are reflected in R.C. 2151.011. Additionally, temporary language added to guide attendance strategies for remote learning has been modified and retained as an option.

This policy revision should be adopted in order to maintain accurate policies.

Policy 5336 - Care of Students with Diabetes (Reissued from Special Update March 2021)

This policy and AG 5330.04 were issued in a Special Update in March 2021 in response to H.B. 231, which was effective on April 12, 2021. The legislation made specific changes to how school districts manage care of students with diabetes. This new law created detailed requirements for the administration of the diabetes medication, glucagon.

The new state law, R.C. 3313.7115, authorizes a board of education to obtain and maintain a supply of injectable or nasally administered glucagon for use in emergency situations. The drug is approved by the Federal Drug Administration to treat severe hypoglycemia in children and adults with diabetes. A board of education may obtain the drug from a licensed health professional directly or by prescription, or alternatively the superintendent may obtain a prescriber-issued protocol. A board may also accept donations of glucagon from a wholesale distributor/manufacturer of dangerous drugs. A board of education must adopt a policy that includes the location and conditions under which the drug will be stored, who may administer the drug, and the training that must be provided, among other things. Districts which elect to adopt a policy and obtain the drug receive additional civil immunity.

The revision to Policy 5336 and the addition of AG 5330.04 are optional, but if the Board intends to procure and use glucagon in emergency situations, it must adopt the policy revision and the superintendent must adopt/promulgate AG 5330.04.

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

Policy 5350 was updated to incorporate new requirements mandated by the Safety and Violence Education Students Act (SAVE Students Act), which was passed by the general assembly during lame duck and became effective March 24, 21. The act requires school districts to adopt or adapt evidence-based suicide awareness and prevention curriculum for use in staff in-service that has been approved by the Ohio Department of Education.

Beginning in 2023-2024, the Save Students Act also requires school districts to include one hour or the equivalent of one standard class period of health education in each of the following: 1) suicide awareness and prevention; 2) safety training and violence prevention; and 3) social inclusion.

This policy reflects the current law and should be adopted in order to maintain accurate policies.

Policy 5464 - Early High School Graduation (Revised)

This policy has been revised to reflect the changes in testing requirements and their impact on acceleration and graduation.

This revision should be adopted to maintain accurate policies.

Policy 5516 - Student Hazing (Revised)

This policy was revised based on the requirements in S.B. 126, which goes into effect in October 2021. While much of the legislation deals with hazing in a higher education setting, there are implications for K-12 programs, as well, including definitions, coverage, and notification/posting requirements.

This revised policy should be adopted to maintain accurate policies.

Policy 5630.01– Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion (Revised)

This policy has been revised in response to changes in O.A.C. 3301-35-15 and subsequent issuance by the Ohio Department of Education of the Positive Behavioral Interventions and Support (PBIS) and Restraint and Seclusion Model Policy and Procedures in July 2021.

Revisions to this policy should be adopted in order to maintain accurate policies.

Policy 5722 – School-Sponsored Publications and Productions (Replacement)

This replacement policy is proposed because of the wide variety of school-sponsored student media that are present in schools today and due to the many technological advances that have occurred.

The policy, as before, provides several options available to the Board regarding the type of forum that will be provided and what level of review and regulation will occur. The language in the policy has been modified to encompass the newer online electronic forms of school-sponsored student media. The policy provides four options to consider for the classification and regulation of such publications and production.

A toolkit has been provided to assist district staff in their review of the replacement policy and revisions to the administrative guideline.

The recommendations made in this policy should be carefully considered when addressing the evolving student media environment and language should be adopted that best fits the district's needs.

Policy 6114 - Cost Principles - Spending Federal Funds (Revised)

This policy has been revised to provide greater detail in allowability guidance for districts regarding expenditure of federal funds. There has been a significant increase in funding through for school districts through the third pandemic stimulus bill dubbed the American Rescue Plan, providing \$122 billion in Elementary and Secondary School Emergency Relief (or ESSER III) funds. While the policy has accurately referenced definitions and restrictions cited in various sections of 2 C.F.R. 200, greater specificity has been requested by program reviewers and auditors.

Revisions to this policy should be adopted in order to maintain accurate policies.

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

H.B. 110 further modified the definition of Unused School Facilities in relation to the disposition of facilities. The policy has been revised to reflect that change in statute.

This policy revision should be adopted in order to maintain accurate policies.

Policy 7450 - Property Inventory (Revised)

A drafting note has been added to this policy noting the federal threshold of \$5,000 for differentiating between supplies/materials and a capital expenditure for equipment purchase. See the note on Policy 6114 - Cost Principles - Spending Federal Funds.

This policy may need to be revised if the district's current policy uses an equipment/inventory threshold higher than \$5,000.

Policy 8330 - Student Records (Revised)

This policy has been revised to reflect the change in federal rule (2021 Solomon Amendment: Subtitle C—General Service Authorities and Correction of Military Records SEC. 521). If the district issues student email addresses, it must release such email addresses to military recruiters as part of directory information, as requested, unless prohibited by student or parent request in writing.

This revision should be adopted in order to maintain accurate policies.

Policy 8400 - School Safety (Revised)

The revision to this policy is to clarify that districts are now required to create, train, and utilize threat assessment teams. The policy language has been included as an option in Policy 8400 and as a stand alone AG 8400A since 2015.

Addition of the Threat Assessment language is recommended in order to maintain accurate policies.

Policy 8462 - Student Abuse and Neglect (Revised)

This policy was updated to incorporate new requirements mandated by the Safety and Violence Education Students Act (SAVE Students Act), which was passed by the general assembly during lame duck and became effective March 24, 2021. The act requires school districts to adopt or adapt evidence-based suicide awareness and prevention curriculum for use in staff in-service that has been approved by the Ohio Department of Education. As was required under the previous version of the law, the training must be provided every two years to all nurses, teachers, counselors, school psychologists, mental health providers, and administrators who work in the District, as well as any other personnel that the Board determines appropriate. Policy 8462 includes the changes to the training, as well as the requirement from the SAVE Students Act that takes effect this year. Districts must register with the Safer Ohio School Tip Line operated by the Ohio Department of Public Safety, or alternatively enter into an agreement with an anonymous reporting program of the district's choosing. The reporting program must meet specific requirements and any agreements between a district and the selected anonymous reporting program must include a provision that requires the program to submit an annual report to the Ohio Departments of Public Safety and Education specifying the number of reports that were made and the method they were received.

Each district will have reporting requirements as well and must also inform students about the program.

Revisions to this policy reflect the current law and should be adopted to maintain accurate policies.

Policy 8600 - Transportation (Revised)

The budget bill contained several significant changes for school transportation. Policy 8600 and AG 8600 have been updated accordingly. HB 110 changed a number of provisions for community and nonpublic school student transportation. The deadline for an existing community school to unilaterally accept responsibility to provide transportation for its students from January 1st in the year prior to August 1. The bill also mandates that schools must provide transportation to community and non-public students on each day in which the schools are open for instruction even if the public school isn't open. Transportation on Saturdays and Sundays is still not required but may be agreed to in a contract between the public and nonpublic or community school.

School districts are further from using mass transit to transport nonpublic/community school students in grades kindergarten through eight unless there is a contract between the district and the non-public/community school permitting its use. Schools are required to ensure that ninth through twelfth grade students who use mass transit may not have more than one transfer.

Under HB 110, community & non-public schools must declare their official start and end times by April 1 for the upcoming school year. This triggers a district's obligation to develop a transportation plan for eligible students and submit the plan to the community/non-public within 60 days. Special deadlines apply when the community or nonpublic schools provide late notice and when a student enrolls in the school after July 1st. ODE is tasked with monitoring compliance and must deduct transportation funding when it is determined that a district has consistently or for a prolonged period been non-compliant.

Changes to payment-in-lieu of transportation ("PIL") decisions were also adopted through HB 110. School districts must make a determination about PIL no later than 30 days before the start of school, or 14 calendar days if student is enrolled later. Superintendents are now authorized to make PIL decisions after considering the same factors that currently exist, but those decisions must be approved the board of education at the next scheduled meeting. Additionally, districts must now issue a letter to parents, the non-public/community school, and the State Board with a "detailed explanation" of why a PIL determination was made. And, a parent may now authorize a community/non-public school to act on their behalf after submitting a request for transportation, including in mediation proceedings with the public school district. The new law establishes that the minimum amount for PIL is at least 50% of the average cost of pupil transportation from the previous year up to the max of 100% of that average cost.

An additional provision in the budget bill establish that districts, educational service centers and third-party contractors are now required to deliver students no sooner than 30 minutes prior to the start of school and pick them up no later than 30 minutes after school. Transportation schedules must be adjusted accordingly.

Revisions to this policy should be adopted in order to maintain accurate policies.

Policy 8651 - Nonroutine Use of School Buses (Revised)

Ohio's Biennium Budget Bill, HB 110, included a provision that overturns a position the Ohio Department of Education took regarding nonroutine use of school buses when they concluded that any use of a bus for an activity other than transportation of students required a school district to obtain approval of the vehicle and operator as a commercial carrier, subject to Department of Transportation rules and requirements. Last year, this issue was reported. The new statute included in HB 110 now authorizes a board of education to enter into agreements with various private and public government and nonprofit entities to provide transportation using the school district's fleet in order to help them fulfill business-related activities in times of emergency. Policy 8651 and AG 8600 have been updated to recognize this new authority.

This revision should be adopted if the district utilizes school buses in such a nonroutine manner.

Policy 8740 - Bonding (Revised)

This policy has been revised to reflect the insurance option made available through H.B. 291, which authorizes school districts to use an employee dishonesty and faithful performance of duty policy in lieu of surety bonds. This provision was added to Policy 1310 - Employment of the Treasurer/CFO in 2019. The provision of law was further modified by H.B. 444 to allow for the purchase of insurance in lieu of bonds at times other than at the time of initial employment of the Treasurer/CFO and to extend this allowance to all officers, employees, and appointees who are responsible for money and property. Note that the insurance must be in an amount equal to or greater than the amount required by the Board for a surety bond.

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

ADMINISTRATIVE GUIDELINES**AG 1530 - Standards-Based Principal Evaluation System (Revised)**

See note on Policy 1530.

AG 1630.01/3430.01/4430.01 - FMLA Leave (Revised)

These AGs have been revised to include additional language from the federal regulation regarding optional benefit coverages during periods of unpaid leave, costs associated with medical certification, and periodic status reports. While there has been no change in the Family Medical Leave Act (FMLA), the U.S. Department of Labor (DOL) has issued new forms for use in administering the Act. Those forms can be accessed at: [FMLA: Forms | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/fmla/forms).

AG 2271 - College Credit Plus Program (Revised)

See note on Policy 2271.

AG 2370.01 - Blended Learning (Revised)

See note on Policy 2370.01.

AG 5111 - Admission to the District (Revised)**AG 5111.02 - Educational Opportunity for Military Children (Revised)**

See note on Policy 5111/5111.02.

AG 5200 - Attendance (Revised)

See note on Policy 5200.

AG 5330.04 - Procurement, Maintenance, and Use of Injectable and Nasally Administered Glucagon (Reissued from March 2021)

See note on Policy 5336.

AG 5722 – School-Sponsored Publications and Productions (Revised)

See note on Policy 5722.

AG 7450 - Inventory Procedure (Revised)

See note on Policy 7450 and Policy 6114.

AG 8330 - Student Records (Revised)

See note on Policy 8330.

AG 8462 – Student Abuse and Neglect (Revised)

See note on Policy 8462.

AG 8600 – Transportation (Revised)

See note on Policy 8600.

COMMENTS**Reviewing Board Minutes**

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



Book: Policies for Ohio Local Update

Section: Vol. 40, No. 1 - August 2021

Title: Vol. 40, No. 1 - August 2021 Changes Continue to Impact Pupil Services Personnel

Number: 03 - Legal Alert

Ennis Britton co, l.p.a.

Attorneys At Law

Legal Alert

To: Neola Clients

From: Ennis Britton

Re: Changes Continue to Impact Pupil Services Personnel

Date: August 2021

Quick Recap On Recent Change to Pupil Services Licenses

House Bill 442 was passed during lame duck session and became effective April 12th, 2021. The law removed the requirement that the following pupil services personnel must obtain a separate pupil services license through the Ohio Department of Education in addition to their respective practice boards:

Speech language pathologists

Audiologists

Registered nurses

Physical therapists

Occupational therapists
Physical therapy assistants
Occupational therapy assistants
Social Workers

License holders must now 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 had previously governed substitute pupil services teaching licenses (R.C. §3319.2210).

New Law Prompts Change to STRS Membership

HB 442 triggered an unexpected change to membership in the state retirement systems, particularly for the State Teachers Retirement System (“STRS”). The definition of “teacher” was modified to include any person who is required to either have a license or be registered with ODE. For most pupil services personnel, membership in STRS will simply continue as it has in the past. This is not the case for some nurses, however. Previously, only nurses who held the ODE school nurse license were members in STRS. Effective April 12, 2021, now any registered nurses who hold a bachelor’s degree in nursing will be considered STRS Ohio members. Practically speaking, this means that nurses will pay higher employee contributions, which will possibly impact employee recruiting and employment benefit costs.

Ohio Takes Steps to Join Multi-state Compacts

Early in the new year, a number of bills were introduced in the senate and house that pave the way for Ohio to join multi-state compacts for health practitioners. All of the bills have since passed and been signed by the governor. Collectively, these bills combined with recent changes to licensure for pupil services personnel may help schools access hard-to-find service providers for students with disabilities.

Senate Bill 2, signed into law on April 27th, enters Ohio into the Psychology Interjurisdictional Compact. The bill regulates the practice of telepsychology and temporary in-person psychology for licensed psychologists across state boundaries from participating states. Twenty-four states including Ohio have either joined or passed

legislation to join the compact, including Kentucky, West Virginia and Pennsylvania. [Click here](#) for a list of member states.

SB 3, signed by the governor on July 1st, adds Ohio to the Nurse Licensure Compact. Registered nurses and licensed practical nurses who are licensed in member states will be eligible for multistate licenses to practice in other member states. [Click here](#) for a list of states which are members, as well as those which have pending legislation to join. A majority of states are members in the compact, including Kentucky, Indiana and West Virginia. Michigan's entrance is pending.

SB 5, signed by the governor on March 31st, adds our state to the Physical Therapy Licensure Compact. The compact permits physical therapists and physical therapy assistants who are licensed in other member states to practice in Ohio, subject to Ohio's laws and regulations. Legislation is pending in Indiana and Michigan. Kentucky and West Virginia are already members. Pennsylvania has recently enacted legislation but is not currently processing licensees. [Click here](#) for a list of active and pending members.

SB 6 allows Ohio to join the Interstate Medical Licensure Compact. The bill was signed by the governor on July 1st. The compact enables physicians who have certain verified qualifications apply for an expedited license to practice in other member states. [Click here](#) for a list of current and pending member states. Kentucky, West Virginia and Michigan are members. Pennsylvania has approved legislation to join but has pressed pause for the time being. Indiana is not a member and is not currently attempting to become one.

SB 7 was signed by the governor on March 31st and permits Ohio to join the Occupational Therapy Licensure Compact. Occupational therapists and occupational therapy assistants licensed in other member states may soon practice in Ohio, subject to our state laws and regulations. Ohio is one of the first states to join the compact. None of the states surrounding Ohio have proposed legislation to join. [Click here](#) for the list of states with pending legislation to join.

Finally, House Bill 252 adds Ohio to the Audiology and Speech-Language Pathology Interstate Compact. The bill was signed by the governor on July 1st, and grants audiologists and speech-language pathologists the privilege to practice in other member states including Ohio, both in person and through telehealth sessions. Practitioners who are licensed in other states must comply with rules of practice while treating Ohio students or patients. Currently, there are 11 state members including Kentucky and West Virginia, as well as 11 other

states including Ohio that have legislation pending or just recently passed. [Click here](#) to review a map of pending and current members.

Disclaimer: This Alert is provided for informational purposes only. It does not constitute legal advice and does not create an attorney-client relationship.

Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title Vol. 40, No. 1 - August 2021 State Law Adds Wrinkle to COVID-19 Planning

Code 07 - Legal Alert

Status From Neola

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

LEGAL ALERT

To: Neola Clients

From: Ennis Britton

Re: State Law Adds Wrinkle to COVID-19 Planning

Date: August 2021

As much as we want this pandemic to be over and done with, the last few months have shown us that the pandemic is not yet a thing of the past. School districts are diligently working to develop operational plans and guidelines for the upcoming school year with a particular focus on safe in-person learning. Yet unlike last year, the state has relinquished much of its control to local health departments and communities, which leads to inconsistencies and makes it more difficult to make concrete plans.

In addition, schools continue to receive inconsistent guidance from state and federal agencies and industry groups such as the Centers for Disease Control ("CDC") and the American Academy of Pediatrics ("AAP"). For instance, in early July, the CDC issued guidance declaring that unvaccinated individuals should be required to wear masks indoors while at school, but vaccinated staff and students could leave their masks at home. Less than two weeks later, the AAP declared that everyone should wear masks while at school to safely mitigate the risk of spreading COVID-19.

Amidst this continuing uncertainty, the governor recently signed a bill into law which places additional limitations on school district plans. HB 244 was signed on July 14th and becomes effective October 13th, 2021. The bill was initially introduced as a measure to help provide educational stability for military families who are often subject to frequent transfers. However, the senate inserted controversial language after the house passed its version of the bill which prohibits school districts and universities from mandating that staff and students be vaccinated, at least until the United States Food and Drug Administration ("FDA") fully approves the vaccine.

Additionally, schools are prohibited from "discriminating" against unvaccinated individuals by treating them differently than those who are vaccinated until such time as the COVID-19 vaccines are fully approved by the FDA. This includes prohibitions against requiring the unvaccinated to take any additional precautions that are different than what vaccinated individuals are required to do or prohibiting them from participating in or attending certain activities that vaccinated individuals are permitted to attend.

As a result, districts are forced to take an "all or nothing" approach to mandating any mitigating measures and rules until the FDA issues full approval for the COVID-19 vaccines. Two U.S. vaccine manufacturers, Pfizer-BioNTech and Moderna, have already applied for full approval of vaccines for individuals 16 years of age and older. The FDA estimates that final approval may take up to ten months, although it might occur as early as this fall. It is important to note that vaccines for younger children are not yet on the table for full approval, and emergency use of the vaccine has not yet been approved for children 11 years and younger. It is therefore likely that the new law will impact decisions at least through most of this next school year.

Districts should also keep in mind that the prohibitions in HB 244 are specific to schools and universities but do not apply to other agencies like state and local health departments. These agencies may still require schools to take different actions with the unvaccinated or follow different rules for things like quarantine after exposure to COVID-19.

The new law is designed to endure beyond the current pandemic and is not limited to COVID-19. This law will apply to future pandemic and outbreaks when they arise, absent adoption of future changes.

Brief Summary of HB 244 Changes for Military Families

In addition to mandating rules for vaccines, HB 244 implemented changes to prevent disruptions for military children whose active-duty military family members relocate. This bill supports Ohio's membership in the Interstate Compact on Educational Opportunity for Military Children, which was established through passage of H.B. 1 back in 2009. The bill requires districts to offer technology-based educational opportunities for students whose family members are subject to a permanent change of station order that requires them to move from one station to another either in state or out of state. For students who are transferred out of state, educational opportunities must be provided until the students enroll in a new school.

The bill also requires districts to accept electronic applications for enrollment and shall permit school-aged children relocating to or within the state who are not yet residents of the district to enroll as if they were residents. Parents/guardians must provide proof of residence within ten days after establishing residence in the district. Valid proof of residence may include one of the following: 1) a temporary on-base billeting facility; 2) a purchased or leased home or apartment; or 3) federal government or public-private venture off-base military housing.

Districts should work to activate online enrollment applications and develop online learning options that are accessible to military students by the bill's effective date.

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Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title Vol. 40, No. 1 - August 2021 Diversity, Equity, and Inclusion in Public Schools

Code 06 - 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: Diversity, Equity, and Inclusion in Public Schools

Date: August 2021

In July 2020, the Ohio Board of Education ("State Board") passed a Resolution to Condemn Racism and to Advance Equity and Opportunity for Black Students, Indigenous Students and Students of Color.¹ The resolution begins, "[a]s our nation grapples with the hard truths of racism and inequality," the Board acknowledges that "Ohio's education system has not been immune to these problems" and "we have a great deal of work left to do" to correct the "profound disparities between Black, Indigenous and People of Color (BIPOC) students and their white peers" that exist in all parts of the Ohio education system. Specifically, the Board points to the "gaps between test performance of [BIPOC] students and their white peers" which have been "observed since Ohio began disaggregating the data," and recognizes that "progress to close these gaps have been uneven and unsatisfactory." The resolution continues, "black male students lag far behind their white counterparts in several measures of educational attainment, including graduation rates, which keeps gainful employment out of reach," and "starting as early as preschool, black male students are affected disproportionately by suspensions, expulsions and zero-tolerance discipline policies in schools." The resolution further states that "systemic inequity in education has relegated millions of children of color to under-resourced, struggling schools" and even in "generously resourced schools" "significant gaps [exist] between the performance of Black students compared to their white peers." To counter these depressing facts, the Board calls out the ability of a culturally responsive curriculum to empower students to value all cultures and "motivate students of color to a higher level of academic achievement and in many cases increase the graduation rates of previously disengaged students."

After enumerating the steps that it intends to take to address racism and advance equity and opportunity for BIPOC students, the State Board concludes by strongly recommending that "all Ohio school districts begin a reflection and internal examination of their own involving all members of their school community to examine all facets of the school's operations; with a special emphasis on curriculum, hiring practices, staff development practices, and student discipline."

Six months later, President Biden echoed the State Board's commitment to advancing racial equity in Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government,² which he signed on his first day in office. In the Order, President Biden states it is the policy of his Administration that the "Federal Government should pursue a comprehensive approach to advancing equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality." The Order continues, "The Federal Government's goal in advancing equity is to provide everyone with the opportunity to reach their full potential."

In early June, 2021, the U.S. Department of Education (USDOE) "announced a series of actions it is taking to advance equity in education and ensure schools across the nation are serving all students."³ Included in the list of actions it is taking are (1) releasing a report highlighting the disparate impacts of COVID-19 on K-12 and postsecondary students in underserved communities,⁴ and (2) holding an Equity Summit Series over the coming months. The USDOE stated its actions aim to "encourage schools more broadly to reimagine their education systems and practices and infuse equity into all of their work, so that every student has access to rigorous, culturally responsive, and fulfilling instruction." U.S. Secretary of Education Miguel Cardona stated, "Our mission at the Department is to...reimagine our schools so that all students have their needs met. We

must take bold action together to ensure our nation's schools are defined not by disparities, but by equity and opportunity for all."⁵

The First Installment of the Equity Summit Series occurred on June 22, 2021, and explored how schools and communities can reimagine school systems so that "every student has a voice in their school and classroom, particularly students from underserved communities, including communities of color, students with disabilities, and multilingual learners. The event [also featured] discussions on how all students can access a high-quality education responsive to their needs, and how schools can create more culturally and linguistically responsive and inclusive learning environments for all students."⁶

With the preceding as backdrop, it is no wonder several Neola clients have inquired whether Neola intends to release a Diversity, Equity, and Inclusion (DEI) Policy. After much deliberation, Neola has decided not to provide a generic or "model" DEI policy to its clients.⁷ This decision is based on the recognition that a meaningful policy needs to be uniquely tailored to each individual school community and a one-size fits all approach is not appropriate in this area.⁸

Likewise, Neola has decided not to draft a sample board resolution that could serve as a district's Statement on Diversity, Equity, and Inclusion. Instead, Neola offers the following overview of the various topics that should be considered when a board of education seeks to address issues involving DEI within its workplace and educational environment. Additionally, below are a number of concrete steps that boards might take to confront any inequity present in their districts.

* * *

From the outset, it is important to recognize and affirm the vital role that boards of education and their members play in setting the appropriate tone and commitment for their respective districts. To begin, boards are primarily responsible for approving policies and setting district priorities; in those capacities, they make decisions that affect how and what students learn and how that learning is measured, the level of professional development that is provided to teachers and other professional staff, and how funds are allocated. Boards also are responsible for hiring employees, including the Superintendent, and holding their employees accountable for achieving the goals the board sets for them. As such, it is absolutely critical that all board members are "on board" and committed to addressing inequity in their district before making a public commitment to actively pursue a diverse, equitable and inclusive school environment.

Based on a review of articles and related documents associated with addressing DEI in school settings, it is clear that many districts have chosen to issue pronouncements concerning their intentions and commitments to confront head-on the difficult challenges presented by the racial inequity and diversity and inclusion issues outlined in the State Board's July 2020 resolution. While districts have been drafting "statements" and passing resolutions to signal their intention to tackle the topic of Diversity, Equity, and Inclusion and to show their "commitments" to creating a diverse, equitable and inclusion school district for nearly a decade, more recently boards are committing financial resources and personnel to develop specific goals and to take concrete actions to achieve those goals, and to hold their administrators and staff accountable for reducing, and ultimately eliminating, the disparities noted by the State Board in respect to the academic outcomes of students of color.

Before a board tackles the difficult task of identifying what needs to be done to address the DEI challenges present in its district, it may be helpful for the board as a body to consider and develop a common understanding of why DEI is important in the first place. As noted by the State Board, race, class, and ethnicity continue to be strong predictors of student achievement, college success, and successful life experiences. For this reason, it is important for board members, administrators, and staff to identify barriers and obstacles to opportunity, interrupt their negative impact, and eliminate persistent disparities in student outcomes.

Given the long-term impact of race and racism on student achievement, including how instruction is delivered, discipline is imposed, and resources allocated – all topics within the purview of boards of education – it is appropriate for boards to verbalize, and then act upon, a commitment to implementing racial equity within their school districts. Since leadership should start at the top, boards of education have a vital role to play in signaling to its employees and stakeholders that students have an entitlement to a barrier-free learning environment aimed at counteracting the historical and contemporary impact of bias, prejudice, and discrimination that for generations has produced a predictability of learning outcomes based on race, ethnicity, class, socioeconomic status, sex (including sexual orientation and gender identity), cognitive/physical ability, English language fluency, and religion.

From their position of leadership and responsibility, board members can shine a light on all forms of inequity in their community. By increasing awareness of systemic barriers that disadvantage students of color, boards can motivate educators to adapt their instructional practices to respond more effectively to the needs and aspirations of all the children they serve. Recognizing the pervasiveness of these issues, boards must galvanize a district-wide commitment and involvement of all stakeholders, including students, parents/guardians, and other community members, to achieve their DEI goals.

In order to prepare for their leadership role, it is incumbent upon board members to educate themselves and encourage administrators and staff to expand their racial consciousness, and to explore the unconscious biases that influence institutional and structural racism and impact student learning in schools. Such exploration can help individuals to become aware of their own individual biases, and to reflect on their personal life experiences to determine how those experiences have shaped their biases and how they have affected their interactions with others. By doing so, they can work to develop the ability to weigh and

consider the perspectives of others, which is a critical first step to beginning to understand the experiences of various racial groups in their community and then identifying actions that can be taken to develop more equitable practices aimed at helping all students to reach their potential.

By participating in ongoing training concerning institutional racism and class bias in public schools, and engaging in courageous conversations about race, board members can deepen their ability to create a more welcoming and culturally conscious school district that has the tools necessary to challenge and change insensitive policies that serve to impede the success of students of color.

As the board collectively educates itself it will inevitably seek out information about the racial demographics of staff and students and begin to demand data be disaggregated by race and other applicable categories. Such an examination of the data may invoke not only a better understanding of the community and relevant demographic data such as historical and current housing patterns (i.e., where persons of color reside in the community) and which schools students of color attend, but also achievement patterns related to which student groups participate in various programs, the racial make-up of classes, who is in special education, who participates in extracurricular activities and clubs, attendance patterns, graduation rates, and which students are disciplined and for which offenses. When analyzing such data, the board should seek to identify district-wide and building-wide trends, including the classes and activities that tend to be comprised of racially homogenous students.

Once the board is sensitized to these issues it can begin to communicate to the superintendent and administrative leadership team the issues it wants addressed. It may also have a better sense of what will be needed to achieve success – e.g., whether the district will be best served by assigning related duties to existing administrators or hiring a new administrator to oversee the district's DEI efforts (e.g., a Chief Diversity Officer, or Executive Director of DEI). Additionally, the board may consider whether it should create a board-level committee or request the superintendent to create an advisory committee/team to oversee district efforts to address DEI. Likewise, the superintendent might establish building-level committees/teams to foster local control and responsibility for achieving DEI results consistent with the board's overarching goals. It is important when selecting members for such committees/teams to appoint not only a meaningful number of persons of color but also to ensure these individuals have prominent leadership roles on the committees/teams. The board and administration may also find it beneficial to have an outside Equity Advisory Board helping to oversee and promote the board of education's overall DEI initiatives; such external oversight should include representatives of all stakeholders, including students, parents/guardians, and community members, in addition to administrators and professional staff.

Once its team is in place, the board needs to charge the team with developing and implementing a plan to embed DEI thinking throughout the district and in all aspects of its operations.

One of the team's first tasks should be to gather baseline data (using equity surveys and climate assessments) to identify the experiences of racial groups in the school community. These assessments should include both workplace and educational cultures. Once the baselines are determined, the DEI committee/team will have its starting place from which it can progress monitor its efforts. The committee/team should be expected to regularly report to the board of education on its successes and continuing obstacles.

Hopefully, the preceding demonstrates that a commitment to DEI involves more than simply adopting a statement or board resolution or drafting a single policy; instead, it involves a review of all policies, procedures, and practices and the unintended consequences and outcomes that result from those policies, procedures, and practices.

The State Board succinctly summarized four areas of district operation that require particular attention: curriculum, hiring, staff development, and student discipline. With respect to curriculum, the administration/DEI committee(s)/team(s) need to conduct a comprehensive review of the district's curriculum with the goal of identifying and removing the barriers that historically have caused under representation of students of color in Honors and A.P. classes and certain co-curricular and extracurricular activities. In particular, the committee/team should: (1) verify curriculum and instructional materials for all grades reflect diversity and include a range of perspectives and experiences, particularly those of historically underrepresented groups; (2) examine all curriculum materials for bias; and (3) design class instructional activities and extracurricular programs to provide opportunities for cross-cultural and cross-racial interactions that foster respect for diversity.

Inclusive teaching involves the use of curriculum and teaching practices that are designed to be effective in reaching every student. Correspondingly, it is critical that there is a district-wide commitment to promoting high academic standards and outcomes for all students while embracing and accommodating, as necessary, the differing characteristics of students.

Once the curriculum has been reviewed and appropriate changes adopted, the board needs to ensure its staff can effectively implement the curriculum. To this end, the board needs to make a long-term commitment to professional development aimed at developing both an awareness of the inequities that need to be overcome and the skills to deliver educational services that aim to overcome them. In particular, instructional staff need to be trained to recognize and understand the range of needs and learning styles among students and to hone their skills in building and sustaining an inclusive classroom. Much of the training discussed above with respect to board members is equally applicable to administrators and professional staff members and should be provided on a recurring (e.g., annual) basis.⁹

The other area of district operation that often requires a significant investment of time and resources in order to move the district along towards addressing its DEI issues is hiring. First, it is important that staff involved in the hiring process are exposed to research-based implicit bias training. Next, the staff need to be explicitly tasked with hiring and retaining a diverse workforce that more accurately reflects the district's student population. A key component to hiring a diverse workforce is ensuring the interview panels are made up of a diverse group of individuals. Additionally, the director of human resources or the human resources department should work to foster relationships with faculty at neighboring HBCUs and colleges/universities in the Midwest region with a higher number of BIPOC students in their educational programs.

Equally important to hiring a diverse workforce is retaining that workforce. Many districts have found success in this area by creating professional mentorship programs for their new BIPOC certified/licensed staff and building administrators.

Another important job of the director of H.R. or the H.R. department is to verify job descriptions use language that is inclusive and free from bias. When reviewing the job descriptions, the director of H.R./department of H.R. should confirm the stated job responsibilities listed include inclusion-related expectations that are appropriately outlined for prospective employees.

It is also important that high quality staff, instructional supports, and facilities (e.g., learning environments and technology) are dispersed by taking into consideration racial equity and the H.R. department is required to regularly report to the Board and the DEI Advisory Committee/Team about the steps it is taking to meet the assigned equity goals.

One obstacle that needs to be addressed in the employment context is the potential tension between DEI initiatives and an employer's obligation to accommodate employees' religious beliefs – i.e., weighing religious freedom versus LGBTQ+ rights. As you may know, the U.S. Supreme Court has issued a few decisions in recent years that recognize Title VII protects both an employee's "sincerely held religious beliefs" and a worker's gender identity/transgender status and sexual orientation. Thus, for LGBTQ+ employees, Title VII (and likely Title IX in the school setting) prohibits discrimination and harassment based on gender identity/transgender status and sexual orientation. On the other hand, employers must reasonably accommodate employees' religious observances, practices, and beliefs unless doing so would be an "undue hardship."¹⁰ Consequently there may be times the district can deny a requested religious accommodation because of the difficulty or expense associated with the proposed accommodation. Nevertheless, to avoid legal liability, it is imperative that the employer consider every accommodation independently, understanding the unique facts of the specific situation and knowing no "one-size-fits-all" response will achieve the balance needed for a harmonious and cohesive workforce. Therefore, when an employee requests a religious accommodation, the employer must consider it, but it may not be required to provide the specific solution requested, or even the employee's ideal accommodation, so long as the accommodation the employer selects is "reasonable."¹¹

The preceding serves as an introduction to and an overview of the myriad topics that fall under the guise of Diversity, Equity, and Inclusion. When a board of education determines it is time to begin to address issues involving DEI in their district, it is important the board is prepared to offer more than mere lip-service to the endeavor; it must be prepared to allocate district's financial, capital and human resources to embrace the diversity within its school community (staff and students) while eliminating policies, structures, and practices that perpetuate inequities and contribute to disparities among students with respect to access and outcomes, so all students are provided what they need to thrive and to have an equal opportunity to succeed.

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

¹See http://education.ohio.gov/getattachment/State-Board/State-Board-Reports-and-Policies/Equity_Resolution.pdf.aspx?lang=en-US. At its meeting on July 13, 2021, the State Board passed a resolution requesting the Ohio Attorney General issue a legal opinion concerning the State Board's legal authority to pass the July 2020 resolution; in particular, concern was raised related to the Resolution's requirement that all state employees and contractors working with the Department of Education participate in training "to identify their own implicit bias so that they can perform their duties to the citizens of Ohio without unconscious racial bias."

²Executive Order 13985. See <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/>

³See <https://www.ed.gov/news/press-releases/department-education-announces-actions-advance-equity-education>]

⁴See <https://www2.ed.gov/about/offices/list/ocr/docs/20210608-impacts-of-covid19.pdf>

⁵See <https://www.ed.gov/news/press-releases/department-education-announces-actions-advance-equity-education>]

⁶See <https://www.ed.gov/news/press-releases/department-education-announces-actions-advance-equity-education>]

⁷As always, Neola will process and publish on Board Docs any policy and/or administrative guideline that a Board sends to it.

⁸While Neola has decided not to issue a template policy specifically addressing DEI, Neola has numerous policies that address the topics of equity, nondiscrimination, and the promotion and fostering of a diverse and inclusive work and learning environment. See "Policy Checklist for Internal Review", included in this update, which identifies Neola policies that have implications for LGBTQ+ students and overall equity in a district's programs.

⁹One time diversity trainings have not been proven effective.

¹⁰An undue hardship in this context means any accommodation that would impose more than a de minimis or trivial cost on the employer's operations. This is a lower standard than is used for disability accommodations, even though similar terms used in the laws.

¹¹Under no circumstances is the employer required to grant an accommodation that would eliminate one of the employee's essential functions.



Book: Policies for Ohio Local Update
Section: Special Release - September 2021
Title: Federal Court Ruling on Title IX Provision
Number: 2 - Legal Alert

Peters Kalail & markakis co., l.p.a.
Attorneys At Law

Legal Alert

To: Neola Clients

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

Re: Federal court vacates Title IX provision that prohibits a decision-maker from relying on statements that are not subject to cross-examination during a hearing

Date: September 2021

On July 28, 2021, a federal district court in Massachusetts issued a decision in *Victim Rights Law Center et al. v. Cardona*, Civil Action No. 20-11104-WGY, 2021 WL 3185743 (D. Mass. July 28, 2021),¹ in which the court upheld most of the provisions of the 2020 amendments but found one part of 34 C.F.R. § 106.45(b)(6)(i) (live hearing requirement for the Title IX grievance process at postsecondary institutions only) to be arbitrary and capricious. As a result, the court vacated that provision² (i.e., prohibited the government from enforcing it) and subsequently ruled that its decision applied nationwide.

Based on the court's action, a decision-maker at a postsecondary institution, or other institution that elected to conduct live hearings, may now consider statements made by parties or witnesses that are otherwise permitted

under the regulations, even if those parties or witnesses do not participate in cross-examination at the live hearing, in reaching a determination regarding responsibility in a Title IX grievance procedure. For example, a decision-maker may now consider statements made by the parties and witnesses during the investigation, emails or text exchanges between the parties leading up to the alleged sexual harassment, and statements about the alleged sexual harassment that satisfy the regulation's relevance rules, regardless of whether the parties or witnesses submit to cross-examination at the live hearing. Additionally, a decision-maker may consider police reports, Sexual Assault Nurse Examiner documents, medical reports, and other documents even if those documents contain statements of a party or witness who is not cross-examined at the live hearing.

On August 24, 2021, the U.S. Department of Education Office for Civil Rights released a letter (<https://www2.ed.gov/about/offices/list/ocr/docs/202108-titleix-VRLC.pdf>) in which it affirmed that the Department will immediately cease enforcement of the vacated part of § 106.45(b)(6)(i) regarding the prohibition against statements not subject to cross-examination.

As noted above, ordinarily the provision at issue only applies to post-secondary institutions and not to elementary or secondary schools because they are not required by the regulations to provide for a live hearing with cross-examination. Neola, however, included language concerning the provision at issue in the Policy 2266 template that it issued last year in case a school district wanted to provide for live hearings before the decision-maker. Thus, if your district selected Option 2 if the template policy, please contact your Neola Associate so a revised document, which deletes the court-vacated language, can be sent to you. Also, Neola clients that educate adult learners in certain vocational programs will need to update their policies to remove the vacated language.

The 8/24/2021 Letter further states that the OCR is in the process of identifying all documents on its website that discuss this vacated provision and will make updates to those documents as appropriate in the coming weeks.³ Consequently, any statements in an OCR document about the vacated part of § 106.45(b)(6)(i) should no longer be relied upon.

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

¹ This case was brought by several organizations and individuals challenging the 2020 amendments to the Title IX regulations.

² The specific provision at issue prohibits a decision-maker from relying on statements that are not subject to cross-examination during the hearing: “If a party or witness does not submit to cross-examination at the live hearing, the decision-maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility....”

³ The list of documents that OCR intends to update includes the question-and-answer resource it released last month concerning how OCR interprets schools’ obligations under the 2020 amendments and a related appendix, which provides examples of Title IX procedures that schools may find helpful in implementing the 2020 amendments.

Book	Policy Manual
Section	Vol. 40, No. 1 - August 2021
Title	Vol. 40, No. 1 - August 2021 Graduation Pathways for Class of 2022 and Beyond
Code	08 - Legal Alert
Status	From Neola

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

LEGAL ALERT

To: Neola Clients

From: Ennis Britton

Re: Graduation Pathways for Class of 2022 and Beyond

Date: August 2021

A few years ago, the Ohio legislature permanently modified graduation requirements for high school students. The changes were gradually phased in by being available as options until the class of 2023, when they will become mandatory. The following alert provides a summary of requirements that apply for this year and beyond, including an update on temporary changes implemented in response to the pandemic as well as recent changes passed in HB 110, the state biennium budget bill.

Initial Requirement for Every Student – Earn at Least 20 Credits

As in previous years, all students in Ohio must earn a total of 20 credits in the following areas to qualify for a diploma:

- Electives (5 credits)
- English language arts (4 credits)
- Mathematics (4 credits)
- Science (3 credits)
- Social studies (3 credits)
- Health (.5 credit)
- Physical education (.5 credit)

Students must also receive instruction in economics and financial literacy, and complete at least two semesters of fine arts. Note that fine arts electives are not required for students enrolled in a career technical program unless mandated locally.

Local districts have the authority to require students to earn additional credits beyond this state minimum, and many typically do, at least during non-pandemic years. However, schools were given broad latitude to modify these requirements during the pandemic to help students become eligible to graduate in 2021. Districts that made changes should revisit board policy for this year and beyond and update any modified requirements as necessary.

Additional Requirements & Options for the Class of 2022

Students who graduate with the class of 2022 will have several options to qualify for a high school diploma, including the option to complete the new requirements that become mandatory starting with the Class of 2023. In addition to earning the minimum credits, students must complete **one** of the following:

- Earn at least 18 points on seven end-of-course exams;

- Earn at least 12 points by receiving State Board of Education-approved, industry-recognized credential(s) in a single career field AND earn the required score on the WorkKeys test;
- Earn remediation-free scores in mathematics and English language arts on either the ACT or SAT; **or**
- Complete the new requirements by demonstrating competency and readiness for a job, college, military, or self-sustaining profession (described below).

Earning a Diploma for the Class of 2023 and Beyond

Students who enter ninth grade for the first time after July 1, 2019 (class of 2023) will be required to earn the minimum credits and meet both of the following to graduate:

- Attain a competency score for the ELA II and Algebra I examinations (students who do not pass the first time must be offered support and must take the tests again **before** three additional options arise as described below).
- Earn **at least two** diploma seals, one of which must be a state-approved seal. Available seals include the following:
 - **Seal of Biliteracy** (State seal)
 - **OhioMeansJobs Readiness Seal** (State seal)
 - **College-Ready Seal** (State seal)
 - **Industry-Recognized Credential Seal** (State seal)¹
 - **Military Enlistment Seal** (State seal)
 - **Citizenship Seal** (State seal)²
 - **Science Seal** (State seal)³
 - **Honors Diploma Seal** (State seal)
 - **Technology Seal** (State seal)⁴
 - **Community Service Seal** (OPTIONAL Local Seal)
 - **Fine/performing Arts Seal** (OPTIONAL Local Seal)
 - **Student Engagement Seal** (OPTIONAL Local Seal)

School districts must develop guidelines for at least one "optional" seal, and also must maintain records that recognize students who meet the requirements of any seal. HB 110 declares that a district must recognize one of the optional local seals earned by a student who transfers into the district even if that district has not adopted guidelines for that particular seal. District guidelines for local seals must also include a method to recognize partial credit for progress a student made toward earning the seal before she/he transferred to the school.

Additional Options that Arise for Students who Fail ELA II/Algebra I Exams

Districts must offer remedial support to students who do not attain a competency score on ELA II or Algebra I exams. These students must retake a failed exam at least once. If they fail to achieve the required score again, they may use an alternative to demonstrate competency for graduation. The alternatives include: 1) complete a college credit plus course in the failed subject area; 2) enlist in the military; 3) be remediation-free⁵ in a failed subject area on the SAT or ACT; or 4) complete two of the following options, one of which must be foundational:

- Foundational options: earning a cumulative score of proficient on WebExams: obtaining a 12 point industry-recognized credential or group of credentials that is at least equal to the total number of points established by the Industry-recognized Credentials and Licenses Committee deemed necessary to satisfy high school graduation requirements⁶; obtaining a vocational license in a vocational field that requires state board or agency examination for issuance of the license; completing a qualifying pre-apprenticeship as defined by law; completing an apprenticeship program in high school that is registered with the apprenticeship council; or providing evidence of acceptance into an apprenticeship program after high school that is restricted to participants who are at least 18 years of age.
- Supporting options: completing 250 hours of work-based learning experience with evidence of positive evaluations; obtaining an OhioMeansJobs Work Readiness Seal; or attaining a certain score on a WorkKeys assessment.

HB 110 included a provision declaring that a high school student who transfers from another state, was previously homeschooled, or was enrolled in a non-chartered/non-tax supported school must pass the ELA II and Algebra II exams or meet one of these alternatives to be eligible for a diploma.⁷ However, students who enroll after the start of their senior year and fail to attain a competency score will not need to retake the tests before satisfying the alternative competency options.

The budget bill also clarifies that special education students with significant cognitive disabilities may earn a diploma without meeting the competency requirements for math or ELA if the student's IEP expressly exempts them and the student either took and failed the

alternative assessments in one or both subjects twice or took and failed the regular assessments twice. The district is required to offer remedial support to the student before administering a test the second time.

It's (Almost) a Wrap - Final Note on the Class of 2021

With passage of House Bill 67, Ohio granted flexibility for this past school year to help students maintain eligibility for graduation during the pandemic. NEOLA issued a legal alert in the spring with additional details about these changes.

Through passage of HB 67, students temporarily became eligible for graduation under two additional pathways. Under one option, students enrolled in twelfth grade during the 2020-21 school year or who were on track to graduate in 2020-21 **and** who had not completed requirements for a diploma were eligible to receive a diploma if their principal in consultation with teachers and counselors, reviewed the student's progress toward meeting graduation requirements and determined that the student successfully completed the curriculum or their individualized education program ("IEP"). Under the second option, students who completed their curriculum requirements or IEP and earned an OhioMeansJobs Readiness Seal were also eligible. The authority to issue a diploma under these pathways will expire soon on September 30, 2021.

The temporary law further declared that if a board of education had adopted a resolution requiring students to complete a more rigorous curriculum that exceeded the state minimum, the district superintendent or chief administrator may have instead elected to require only completion of the state minimum curriculum when evaluating whether a student described above was eligible for a diploma.

HB 67 also granted flexibility to students regarding end-of-course examinations which in some instances will impact students through the class of 2022. Under, Districts were temporarily permitted to substitute an eligible student's final course grade for a corresponding end-of-course test. To be eligible, the student must have been enrolled in eleventh or twelfth grade. The student must also have completed an eligible course in 2020-21, have taken/retaken an exam last school year, or have been unable to take or retake an exam. Because at least some parts of the "new" graduation requirements rely on end-of-course exam scores, including the determination of competency and the issuance of three graduation seals, the temporary rule impacted attainment of these requirements as well. The bill also waived the requirement for schools to issue the U.S. history end-of-course exam during the 2020-21 school year, but not any others. ODE established an equivalent score for grades earned that is available on its website and was also included in the prior legal alert.

Additional information and guidance on the options are available on the Ohio Department of Education's website.

¹HB 110 further specified that students are eligible for this seal under two circumstances. The first is that they earn an industry credential or group of credentials that meets both of the following: 1) is at least equal to the number of points determined necessary to qualify for a high school diploma by the state industry-recognized credentials and licenses committee; and 2) aligns to a job that is determined to be in demand. Alternatively, they may qualify for this seal if they obtain a vocational license issued by a state agency/board that requires an examination for issuance of the license.

²HB 110 expands eligibility for this seal to include students who earn a "B" or higher in both American history and American government courses offered by the student's high school, homeschool program or out-of-state school, as well as students who earn a state-board approved score on the social studies alternate assessment.

³HB 110 extends eligibility for this seal to now include students who earn a "B" or higher in a science course offered by the student's high school, homeschool program or out-of-state school, as well as students who earn a state-board approved score on the science alternate assessment.

⁴HB 110 includes a provision that homeschool students, out-of-state transfer students, and non-chartered private school students may earn the seal after earning a "B" or higher in a technology course deemed equivalent by the district issuing the diploma.

⁵For students who failed the ELA II examination, they must obtain a remediation-free score in both English and reading.

⁶House Bill 110 mandates that the Superintendent of Public Instruction's industry-recognized credentials and licenses committee meet to assign a point value for each credential and establish a total number of points necessary to satisfy certain high school graduation requirements.

⁷Students enrolled in a nonpublic school are not required to pass or even take the ELA II and Algebra I tests if their school offers the ACT or SAT and the students earn a remediation-free score in the areas of English, mathematics and reading.

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Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title Vol. 40, No. 1 - August 2021 H.B. 352 A Sweeping Rewrite of Ohio Civil Rights Law

Code 05 - 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: H.B. 352 – A Sweeping Rewrite of Ohio Civil Rights Law

Date: August 2021

In January, Governor DeWine signed into law House Bill 352 – The Employment Law Uniformity Act. The Law, which went into effect on April 15, 2021, makes a number of changes to the way employment discrimination claims are handled in Ohio.

First, H.B. 352 shortens the statute of limitations for workplace discrimination claims. Specifically, the law reduces the time period in which a plaintiff can file a workplace discrimination claim from six years to two years. Consequently, plaintiffs now have substantially less time to file a workplace discrimination lawsuit before their claims are barred.

H.B. 352 also eliminates any cause of action or claim under Ohio Civil Rights Law (i.e., Revised Code Chapter 4112) based on unlawful discriminatory practices relating to employment against a supervisor, manager, or other employee of the board of education. Previously, the term “employer” included “any person acting directly or indirectly in the interest of an employer.” This change, however, does not apply if the claim involves retaliation for opposing a discriminatory practice, aiding a discriminatory practice, or obstructing a person from complying with the Ohio Civil Rights Law. In these three situations, a supervisor, manager, or other employee could still face a lawsuit and individual liability.

H.B. 352 further simplifies the law with respect to filing an age discrimination lawsuit. Previously, there were two avenues under which a plaintiff could raise an age discrimination claim – one provided for a 180-day statute of limitation while the other allowed a claim to be filed within the standard six-year statute of limitation. Under the new law, age-based discrimination claims fall under the same rules as other workplace discrimination claims and thus are subject to the two-year statute of limitation and the exhaustion of OCRC procedures discussed below.

Next, H.B. 352 imposes a strict requirement on workplace discrimination plaintiffs to exhaust administrative remedies before they may initiate a legal action. Thus, prior to bringing a civil action, plaintiffs must now file a claim with the Ohio Civil Rights Commission (OCRC). Plaintiffs may not initiate a civil action until (1) OCRC has issued a right-to-sue letter, (2) the plaintiff requests the OCRC to issue a notice of right to sue and the OCRC fails to issue a notice of right to sue within 45-days after the date that the OCRC may grant the request, or (3) the OCRC, after a preliminary investigation, informs the person that it is probable that an unlawful discriminatory practice relating to employment has occurred or is occurring and the person elects to file a lawsuit and notifies the OCRC of that fact.¹

The significance of the preceding is that boards of education should expect to receive many more charges filed with the OCRC or EEOC,² since a complaining party is barred from filing a lawsuit without first filing a complaint with the OCRC or EEOC.

Finally, H.B. 352 codifies an affirmative defense to hostile work environment claims for employers. The affirmative defense is available to employers who can demonstrate that they exercised reasonable care to prevent or promptly correct the harassing behavior, and the plaintiff unreasonably failed to avail themselves of any preventative or corrective opportunities provided by the employer to otherwise avoid harm. An employer can raise this affirmative defense when it faces a claim for vicarious liability in which the employee alleges that a supervisor with immediate or successively higher authority over the employee created a hostile work environment through sexually harassing behavior. This affirmative defense is not available if the supervisor’s harassment resulted in a tangible employment action³ against the employee making the allegation.

If you have any questions concerning H.B. 352 or its impact on any claims of unlawful discrimination that are filed against your district, you should consult with local legal counsel.

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

¹A person can file an employment specific lawsuit without requesting a notice of right to sue from the OCRC and without a finding of probable cause by the OCRC, if (1) the person seeks only injunctive relief, or (2) the person timely filed a charge with both the OCRC, and the Equal Employment Opportunity Commission (EEOC), based on the same facts and the person received a notice from the EEOC that states the person may file a lawsuit based on the EEOC charge.

²See Policy 1422/3122/4122 – Non-Discrimination and Equal Employment Opportunity and/or Policy 1662/3362/4362 - Anti-Harassment, which both remind individuals that they may file complaints of unlawful harassment or retaliation with the OCRC or EEOC in lieu of or in addition to filing internal complaints under those policies.

³Tangible employment action is defined as an action that results in significant change in employment status, such as hiring, firing, failing to promote, reassignment with significantly different responsibilities, or a decision causing a significant change in benefits.

Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title Vol. 40, No. 1 - August 2021 Ohio Supreme Court Issues Opinion About Qualifications to Carry Guns onto School Property

Code 09 - Legal Alert

Status From Neola

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

LEGAL ALERT

To: Neola Clients

From: Ennis Britton

Re: Ohio Supreme Court Issues Opinion About Qualifications to Carry Guns onto School Property

Date: August 2021

On June 23, 2021, the Ohio Supreme Court published an opinion declaring that all school employees, including teachers, administrators, and support staff, must complete an approved peace officer training or have 20 years experience as a peace officer to be granted authority by a board of education to carry concealed guns onto campus while on the job.

The case, *Gabbard v. Madison Local Sch. Dist. Bd. of Edn.*¹ was filed by a group of parents against the Madison Local School District Board of Education in Butler County after the board passed a policy authorizing the superintendent to designate up to ten qualified employees to carry concealed weapons during the school day. The board adopted the policy two years after the district experienced an active shooter incident in which four students were injured. The parents sought a declaratory judgement that the board policy violated state law, as well as an injunction that would prevent the district from designating staff who did not meet statutory training or experience requirements to carry guns onto campus.

In reaching its decision, the Court analyzed the interplay between two state laws. The first law, R.C. §109.78, establishes that no school may hire a police officer, security official, or "other position in which such person goes armed while on duty" without that individual having completed the basic peace officer training or having obtained twenty years of active duty as a peace officer. In Ohio, the peace officer training curriculum requires at least 737 hours of instruction. The second law, R.C. §2923.122, declares that it is a criminal offense to carry or possess a deadly weapon or dangerous ordnance in a school safety zone, but also permits a board of education to authorize certain named individuals to carry concealed weapons onto campus without criminal penalty. The question in the case was whether an employee who lacks the formal training of or sufficient experience as a police officer may be authorized to carry a gun while at work.

Ultimately the Court concluded that the two statutes must be read together, and therefore an employee who is designated to be armed while at work must have completed the peace officer training or alternatively have at least 20 years' experience as a police officer. The Court noted that although the Madison Local board policy required the designated employees to possess a concealed handgun license, complete 24 hours of training in active shooter response, complete training on mental preparation to respond to active killers and obtain a handgun-qualification recertification every year, it did not require the employees to complete the peace officer training or have the experience required under R.C. 109.78(D) and therefore did not comply with state law.

The Court's majority opinion conflicted with a previously-issued letter drafted in 2013 by then-Ohio Attorney General Mike DeWine to the Buckeye Firearms Association. The Attorney General opined at the time that "Ohio law does not prevent a local school board from arming an employee, unless that employee's duties rise to the level that he/she would be considered 'security personnel'." This conclusion appeared to permit any employees who were not specifically hired as security staff to carry concealed guns without any specialized training once a board of education simply authorized them to do so. The trial court that initially heard this case agreed with the Attorney General's position, although the appeals court reversed on the same grounds relied upon by the Ohio Supreme Court majority.

The Court majority concludes its opinion by recognizing that the General Assembly has the clear authority to modify one or both statutes to eliminate training and experience requirements for armed teachers and staff if it so chooses. Interestingly, a bill was introduced this past winter to do just that. HB 99, if passed, would modify state law to exempt individuals who are not employed as special police officers or security guards and who are authorized by a board to carry a gun onto school property from completing the peace officer training, although they would be required to complete any required training to carry a concealed weapon in the state. The bill was introduced February 9, 2021 and currently is before the House Criminal Justice Committee.

Absent a legislative change, school districts should take immediate steps to direct employees who have previously been authorized by the board to carry concealed guns onto campus not to bring the weapons onto school grounds until further notice unless those employees meet the peace officer qualifications summarized above.

¹Gabbard et al. v. Madison Local Sch. Dist. Bd. of Edn., Slip Opinion No. 2021-Ohio-2067 (June 23, 2021).

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Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title Vol. 40, No. 1 - August 2021 Sixth Circuit Addresses Public Participation at Board Meetings

Code 11 - Legal Alert

Status From Neola

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

LEGAL ALERT

To: Neola Clients

From: Ennis Britton

Re: Sixth Circuit Addresses Public Participation at Board Meetings

Date: August 2021

The U.S. Court of Appeals for the Sixth Circuit (Ohio, Michigan, Kentucky and Tennessee) recently confronted an Ohio school board's application of NEOLA policy on public participation at school board meetings. Given the current environment as districts prepare to return this fall facing difficult decisions around mask mandates and vaccinations as Covid lingers, the upheaval concerning "Critical Race Theory," and changing guidance on transgender students, the significance of this pronouncement cannot be understated. Editor's note: Please see revisions in the current update for Volume 40, No. 1.

In *Ison v. Madison Local School District*, the appellate court reviewed the propriety of several aspects of the District's application of an earlier version of NEOLA policy 0169.1 "Public Participation at Board Meetings." At issue were (1) the District's preregistration requirement (here, two business days prior to a meeting); (2) the Board's refusal to allow individuals to sign up speakers other than themselves; and, of greater import (3) the decision of the Board President to essentially "shut down" a speaker for expression of views against the District's gun policy (allowing certain staff members to be armed) which were deemed hostile and offensive.

The Plaintiff was originally precluded from speaking at a March, 2018 Board meeting when he failed to register by filling out a "public participation form" within two business days before that meeting. He ultimately did so and was thereafter recognized to speak at the May, 2018 meeting, where he made strong statements against what he believed to be the District's "pro-gun" agenda and for "threatening" school officials to punish student protesters (there had been a walk out during the school day to protest gun violence). He was interrupted in his remarks on two occasions, first for using the word "threatening" in relation to the Board and then to "stop putting words in [the Board's] mouth." Finally, the Board President asked Plaintiff to stop speaking and warned that if he continued, he would be escorted out by security. The speaker concluded his remarks (which lasted under three minutes) and was, in fact, calmly escorted from the room by security.

Plaintiff returned to speak in January, 2019 and attempted to sign up for himself and several others. At that time, the Board refused to recognize anyone other than the Plaintiff, since the others had failed to fill out their own forms.

In his complaint, Plaintiff argued that the policy – and the Board's discretion in implementing it – was unconstitutionally vague and, more specifically, that the restrictions on "personally directed," "abusive," and "antagonistic" statements by public participants allowed for impermissible content-based constraints on protected viewpoint speech. Editors note: As part of a 2018 review, NEOLA had already removed "personally directed" and "antagonistic" from its template.

While the District Court had granted summary judgment to the school on all claims, upon appeal, the Sixth Circuit took issue only with the Board policy as it was applied to Plaintiff's statements made during the May, 2018 presentation. Recognizing that board meetings with public participation are "limited public forums" for which regulation of speech must be generally unrelated to content and only through "time, place and manner" restrictions, the appellate court ruled that the policy's restrictions on "antagonistic," "abusive," and "personally directed" comments served to prohibit speech simply because it opposes (or "offends") the Board or others in the public in violation of the First Amendment. It is not insignificant that the Court accessed video of the remarks and challenged the Board President's conclusions that the speech was hostile and abusive, noting that Plaintiff had in fact refrained from

personal attacks or vitriol and was focused on his strong opposition to Board's policy on guns and questioning of the Board's motivation.

As such, the Court found not only that the restrictions on abusive, antagonistic and personally directed speech to be facially unconstitutional, but also that their application in this particular instance constituted impermissible viewpoint discrimination.

The Court did let stand the preregistration and "one person, one registration" components of the policy as permissible time, place and manner regulations.

As for Plaintiff's request that the entire policy be struck down as unconstitutionally vague in that the presiding officer's discretion in applying such terms as "reasonable decorum" and the aforementioned terms could "change from day to day," the Court disagreed and limited its decision to the specific invalidation of the terms "abusive," "antagonistic," and "personally directed." In upholding the District Court's grant of summary judgment on this over-arching claim, the Sixth Circuit panel noted that perfect clarity and precise guidance have never been required, even where such regulation restricts expressive activity to some extent.

In no uncertain terms, particularly in light of the current cultural and political divisions within our communities, school boards should be very cautious whenever regulating the content of an individual's speech since such regulation may constitute unlawful censorship or impermissible viewpoint discrimination in violation of the First Amendment. This decision, when seen in the context of the wider societal upheavals, makes it significantly more likely that such regulation will be challenged.

We urge all boards and educational leaders to carefully consider not only NEOLA's current revisions to policy, but also to engage in meaningful discussions as to how to apply policy in your public forum if a board of education decides to permit public participation at all. Minimally, parameters and procedures should be discussed with Board counsel.

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Book	Policy Manual
Section	Vol. 40, No. 1 - August 2021
Title	Vol. 40, No. 1 - August 2021 Changes Continue to Impact Pupil Services Personnel
Code	03 - Legal Alert
Status	From Neola

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

LEGAL ALERT

To: Neola Clients

From: Ennis Britton

Re: Changes Continue to Impact Pupil Services Personnel

Date: August 2021

Quick Recap On Recent Change to Pupil Services Licenses

House Bill 442 was passed during lame duck session and became effective April 12th, 2021. The law removed the requirement that the following pupil services personnel must obtain a separate pupil services license through the Ohio Department of Education in addition to their respective practice boards:

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

License holders must now 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 had previously governed substitute pupil services teaching licenses (R.C. §3319.2210).

New Law Prompts Change to STRS Membership

HB 442 triggered an unexpected change to membership in the state retirement systems, particularly for the State Teachers Retirement System ("STRS"). The definition of "teacher" was modified to include any person who is required to either have a license or be registered with ODE. For most pupil services personnel, membership in STRS will simply continue as it has in the past. This is not the case for some nurses, however. Previously, only nurses who held the ODE school nurse license were members in STRS. Effective April 12, 2021, now any registered nurses who hold a bachelor's degree in nursing will be considered STRS Ohio members. Practically speaking, this means that nurses will pay higher employee contributions, which will possibly impact employee recruiting and employment benefit costs.

Ohio Takes Steps to Join Multi-state Compacts

Early in the new year, a number of bills were introduced in the senate and house that pave the way for Ohio to join multi-state compacts for health practitioners. All of the bills have since passed and been signed by the governor. Collectively, these bills

combined with recent changes to licensure for pupil services personnel may help schools access hard-to-find service providers for students with disabilities.

Senate Bill 2, signed into law on April 27th, enters Ohio into the Psychology Interjurisdictional Compact. The bill regulates the practice of telepsychology and temporary in-person psychology for licensed psychologists across state boundaries from participating states. Twenty-four states including Ohio have either joined or passed legislation to join the compact, including Kentucky, West Virginia and Pennsylvania. [Click here](#) for a list of member states.

SB 3, signed by the governor on July 1st, adds Ohio to the Nurse Licensure Compact. Registered nurses and licensed practical nurses who are licensed in member states will be eligible for multistate licenses to practice in other member states. [Click here](#) for a list of states which are members, as well as those which have pending legislation to join. A majority of states are members in the compact, including Kentucky, Indiana and West Virginia. Michigan's entrance is pending.

SB 5, signed by the governor on March 31st, adds our state to the Physical Therapy Licensure Compact. The compact permits physical therapists and physical therapy assistants who are licensed in other member states to practice in Ohio, subject to Ohio's laws and regulations. Legislation is pending in Indiana and Michigan. Kentucky and West Virginia are already members. Pennsylvania has recently enacted legislation but is not currently processing licensees. [Click here](#) for a list of active and pending members.

SB 6 allows Ohio to join the Interstate Medical Licensure Compact. The bill was signed by the governor on July 1st. The compact enables physicians who have certain verified qualifications apply for an expedited license to practice in other member states. [Click here](#) for a list of current and pending member states. Kentucky, West Virginia and Michigan are members. Pennsylvania has approved legislation to join but has pressed pause for the time being. Indiana is not a member and is not currently attempting to become one.

SB 7 was signed by the governor on March 31st and permits Ohio to join the Occupational Therapy Licensure Compact. Occupational therapists and occupational therapy assistants licensed in other member states may soon practice in Ohio, subject to our state laws and regulations. Ohio is one of the first states to join the compact. None of the states surrounding Ohio have proposed legislation to join. [Click here](#) for the list of states with pending legislation to join.

Finally, House Bill 252 adds Ohio to the Audiology and Speech-Language Pathology Interstate Compact. The bill was signed by the governor on July 1st, and grants audiologists and speech-language pathologists the privilege to practice in other member states including Ohio, both in person and through telehealth sessions. Practitioners who are licensed in other states must comply with rules of practice while treating Ohio students or patients. Currently, there are 11 state members including Kentucky and West Virginia, as well as 11 other states including Ohio that have legislation pending or just recently passed. [Click here](#) to review a map of pending and current members.

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Book	Policy Manual
Section	Vol. 40, No. 1 - August 2021
Title	Vol. 40, No. 1 - August 2021 Update on Title IX Implementation and Enforcement Under the Biden Administration
Code	04 - 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: Update on Title IX Implementation and Enforcement Under the Biden Administration

Date: August 2021

It has been a year since the United States Department of Education Office for Civil Rights (OCR) promulgated its Title IX regulations concerning the definition of sexual harassment and the procedures applicable to investigating and addressing allegations of sexual harassment under Title IX¹. It also has been a year since the United States Supreme Court issued its decision in *Bostock v. Clayton County*, 140 S.Ct. 1731, 590 U.S. ____ (2020), in which the Court held that discrimination based on an individual's gender identity and sexual orientation are prohibited forms of sex-based employment discrimination under Title VII. In the intervening year, school districts have awaited guidance from the U.S. Department of Education (USDOE) concerning whether Title IX's prohibition against discrimination "on the basis of sex" should be interpreted consistent with the Court's pronouncement in *Bostock*.

Initially, in the fall of 2020, the USDOE signaled that it would not apply the reasoning of *Bostock* in the Title IX context to prohibit discrimination based on an individual's gender identity or sexual orientation. In fact, Secretary of Education Betsy DeVos indicated that she interpreted Title IX to support the exclusion of transgender students from school areas (e.g., bathrooms and locker rooms) and involvement in sports that aligned with their gender identities.

Shortly after Secretary DeVos resigned in early January 2021, and in the final days of the Trump Administration, the USDOE's Office of the General Counsel issued a memorandum explicitly stating *Bostock's* reasoning and holding did not apply to Title IX.² As noted in the memorandum, however, this interpretation was contrary to a number of federal circuit court rulings that applied *Bostock's* holding to Title IX cases – see *Adams v. School Bd. of St. Johns County*, 968 F.3d 1286 (11th Cir. 2020); *Grimm v. Gloucester County Sch. Bd.*, 972 F.3d 586 (4th Cir. 2020) (the Fourth Circuit joins a "growing consensus of courts" holding that "Title IX can protect transgender students from school bathroom policies that prohibit them from affirming their gender.").

On January 20, 2021, after being sworn in as the 46th President of the United States, President Joe Biden signed Executive Order on Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation.³ In the Executive Order, President Biden signals his Administration's intent to extend Title IX protections to transgender students. Specifically, the executive action affirms that gender identity and sexual orientation are protected classes under federal sex discrimination laws, including Title IX. The President further directs that within 100 days federal agencies must develop plans to ensure their policies and procedures protect individuals from sexual orientation and gender discrimination. With respect to educational environments, the Executive Order states: "Children should be able to learn without worrying about whether they will be denied access to the restroom, the locker room, or school sports."

President Biden followed the January 20, 2021 general applicability pronouncement with a more specific order applicable to schools on March 8, 2021 – Executive Order on Guaranteeing an Educational Environment Free From Discrimination on the Basis of Sex, Including Sexual Orientation or Gender Identity.⁴ In the Executive Order, the President states that it is his Administration's policy that "all students should be guaranteed an educational environment free from discrimination on the basis

of sex, including discrimination in the form of sexual harassment, which encompasses sexual violence, and including discrimination on the basis of sexual orientation or gender identity.”

To achieve this end, President Biden directs the USDOE, through Secretary of Education Miguel Cardona, in consultation with the Attorney General, to review existing regulations and other guidance that may be inconsistent with the Biden Administration’s stated policy and report those findings to the Director of the Office of Management and Budget. The Executive Order expressly directs that the review encompass the 2020 Title IX regulation – “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance” – 85 Fed. Reg. 30.026 (May 19, 2020) – and directs the Secretary of Education to issue new guidance as needed to implement the Executive Order “as soon as practicable” and suspend, revise, rescind, or publish for notice and comment proposed rules suspending, revising, or rescinding agency actions that are inconsistent with the stated purpose of the Executive Order.

The Executive Order further reiterates that LGBTQ+ individuals are protected under Title IX and acknowledges the disproportionate rates of sexual harassment and violence suffered by the LGBTQ+ community. To address such harassment/violence, the Executive Order requires educational institutions to provide “appropriate support for students who have experienced sex discrimination; and to ensure that their school procedures are fair and equitable for all.”

Finally, the March 8, 2021 Executive Order directs Secretary Cardona to “account for intersecting forms of prohibited discrimination that can affect the availability of resources and support for students who have experienced sex discrimination, including discrimination on the basis of race, disability, and national origin.”

On April 5, 2021, the Civil Rights Division of the U.S. Department of Justice (DOJ) published a three page memorandum (dated 3/26/2021) confirming that Title IX prohibits discrimination on the basis of sexual orientation and gender identity in educational settings, adopting the Supreme Court’s reasoning from *Bostock*. This memorandum is significant because the DOJ is charged with coordination of the implementation and enforcement of Title IX by Executive agencies (including the USDOE). Based on the DOJ’s 3/26/2021 memorandum, Federal agencies that implement and enforce Title IX are obligated to implement and enforce the Law’s prohibition against sex-based discrimination on behalf of LGBTQ+ individuals. The DOJ further notified Federal Agency Civil Rights Directors and General Counsel that anti-LGBTQ+ discrimination falls within the scope of Title IX’s protections, so schools should review and update their anti-discrimination policies and programs accordingly and as appropriate. The DOJ’s conclusion that the *Bostock* holding applies to Title IX is based on the DOJ’s consideration of the Title IX statutory text, Supreme Court case law, and circuit court case law. In particular, the DOJ states that the operative language from Title IX (prohibiting discrimination “on the basis of sex”) is substantially similar to Title VII language prohibiting discrimination “because of sex.” The DOJ expressly recognized that the Supreme Court repeatedly used these phrases interchangeably in *Bostock* and other cases. Thus, the DOJ concluded: “the best reading of Title IX’s prohibitions on discrimination ‘on the basis of sex’ is that it includes discrimination on the basis of gender identity and sexual orientation.” The DOJ also noted that federal courts routinely rely on Title VII interpretations to inform Title IX decisions.

The following day – April 6, 2021 – the Acting Assistant Secretary for Civil Rights at OCR issued a Letter that outlines the steps the USDOE plans to take to implement the 3/8/2021 Executive Order. The Letter begins by recognizing that LGBTQ+ students are subject to sexual harassment, including sexual violence, at significant rates. It then states that the Office for Civil Rights is undertaking a comprehensive review of the Department’s existing regulations, orders, guidance, policies, and any other similar agency actions, including the amendments to the Department’s Title IX regulations that took effect on August 14, 2020 (2020 Amendments) to determine whether any changes or additions to the Title IX regulations are necessary to fulfill the 3/8/2021 Executive Order and the Department’s commitment to ensuring equal and nondiscriminatory access to education for students at all educational levels. The Acting Assistant Secretary states that the review will also focus on ensuring that students who have experienced discrimination based on sexual orientation or gender identity have their legal rights fully met.

While the Letter emphasizes that the Department’s current Title IX regulations, as amended in 2020, remain in effect, it states that OCR plans to issue a question-and-answer document soon to “provide additional clarity about how OCR interprets schools’ existing obligations under the 2020 amendments, including the areas in which schools have discretion in their procedures for responding to reports of sexual harassment”.⁹ The Letter concludes by stating that ultimately OCR intends to publish in the Federal Register a notice of proposed rulemaking to amend the Department’s Title IX regulations. This document is significant because it reintroduces in an USDOE document the reference to sexual violence being a form of sexual harassment;⁶ a term that the prior Administration intentionally avoided using.

In order to facilitate its review of the existing rules and prepare to issue a public notice of rulemaking, the USDOE stated it would conduct public hearings in early June 2021, at which it would solicit the public’s input (through oral or written comments) on issues of sexual harassment in school environments, including discrimination based on sexual orientation and gender identity.⁷

The USDOE followed up on its April 6, 2021 Letter by issuing a Notice of Interpretation on June 16, 2021, concerning The Department’s Enforcement of Title IX of the Education Amendments of 1972 with Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of *Bostock v. Clayton County*. The interpretation seeks to clarify the Department’s enforcement authority over discrimination based on sexual orientation and discrimination based on gender identity under Title IX

in light of the U.S. Supreme Court's Bostock decision. The interpretation is for the purpose of guiding the Department in processing complaints and conducting investigations.

By way of background, the Notice affirms that OCR has "long recognized that Title IX protects all students, including students who are lesbian, gay, bisexual, and transgender, from harassment and other forms of sex discrimination." It continues, "OCR also has long recognized that Title IX prohibits harassment and other forms of discrimination against all students for not conforming to stereotypical notions of masculinity and femininity." The Notice then acknowledges that at times OCR has "stated that Title IX's prohibitions on sex discrimination does not encompass discrimination based on sexual orientation and gender identity." Thus, the purpose of the Notice of Interpretation is to clearly articulate the Department's conclusion that in light of Bostock it will interpret Title IX prohibition on sex discrimination to cover discrimination based on sexual orientation and gender identity.⁸ The explanation and rationale offered in the Letter for reaching this conclusion is consistent with the reasoning set forth in the DOJ's March 26, 2021 memorandum (see above).

The Biden Administration and the USDOE's repeated communications during the first six months of 2021 demonstrate a strong commitment to protecting individuals from sex-based discrimination resulting from the individual's sexual orientation or gender identity. Since the topic is not specifically addressed in the 2020 Amendments, OCR is compelled to follow the DOJ's 3/26/2021 interpretation that the Bostock holding applies to Title IX and not just Title VII. As such, school districts should be prepared to take prompt and appropriate action when confronted by allegations of sex discrimination involving misconduct purportedly based upon a person's sexual orientation or gender identity. Further, it is imperative that boards of education contact local counsel when addressing requests by transgender students to access restroom or locker rooms aligned with their gender identities. Finally, it will be interesting to watch what action the Administration takes if complaints are filed with OCR by transgender student athletes residing in states that have prohibited them from participating on sports teams that align with their gender identities.⁹

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

¹See Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq., and its implementing regulations at 34 C.F.R. Part 106.

²The memorandum goes on to state: (1) Title IX requires a recipient providing separate athletic teams to separate participants solely based on their biological sex, male or female, and not based on transgender status or homosexuality; and (2) Title IX requires a recipient providing "separate toilet, locker room, and shower facilities on the basis of sex" to regulate access based on biological sex.

³Executive Order 13988.

⁴Executive Order 14021.

⁵ The promised Q&A was issued on July 20, 2021. The document – Questions and Answers on the Title IX Regulations on Sexual Harassment (July 2021) – offers 66 questions and answers, covering 17 topics. The Q&A purports to represent "OCR's interpretation of schools' responsibilities under Title IX, and the USDOE's current implementing regulations related to sexual harassment, as enforced by OCR." While affirming the 2020 amendments remain in effect, the document asserts the USDOE is undertaking a comprehensive review of its current Title IX regulations as amended in 2020, in light of President Biden's Executive Order 14021. Many of the Answers cite to and rely upon the extensive preamble to the 2020 amendments (see 85 Fed. Reg. 30,026 – 30,570), despite the preamble not having the force or effect of law. The Q&A concludes with an extensive Appendix that illuminates the type of policy language OCR considers compliant with the 2020 Title IX regulations.

⁶In more than one location in the Letter, the author states "all students should be guaranteed an educational environment free from discrimination on the basis of sex, including in the form of sexual harassment, which encompasses sexual violence, and discrimination based on sexual orientation or gender identity."

⁷The hearing took place on June 7-11, 2021. The USDOE promises to release transcripts of the testimony and feedback it received at the hearing.

⁸The USDOE's Acting Assistant Secretary for Civil Rights reiterated the Department's interpretation in her Letter to Educator that was issued on June 23, 2021 to celebrate the 49th Anniversary of the passage of Title IX of the Education Amendments of 1972. Also on June 23, 2021, the U.S. Department of Justice Civil Rights Division (CRT) and the U.S. Department of Education Office for Civil Rights (OCR) jointly released a resource entitled "Confronting Anti-LGBTQ+ Harassment in Schools," which sets forth examples of the kinds of incidents that CRT and OCR can investigate.

⁹To date, the following states have enacted laws that prohibit transgender student athletes from playing on sports teams that correspond with their gender identities: Alabama, Arkansas, Florida, Idaho, Mississippi, Montana, Tennessee, and West Virginia. Additionally, the Governor of South Dakota issued two executive orders to limit participation in women's and girls' school sports teams to only people assigned female at birth.

Book	Policy Manual
Section	Vol. 40, No. 1 - August 2021
Title	Vol. 40, No. 1 - August 2021 U.S. Supreme Court Addresses Student Off-Campus Speech
Code	10 - Legal Alert
Status	From Neola

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

LEGAL ALERT

To: Neola Clients

From: Ennis Britton

Re: U.S. Supreme Court Addresses Student Off-Campus Speech

Date: August 2021

In a lengthy decision, the Supreme Court of the United States recently found that a Pennsylvania high school overstepped its authority when it suspended a student from the cheerleading squad for using social media (Snapchat) off-campus to criticize her exclusion from a spot on the varsity team and a private softball team. While the Court found the school's actions to be a violation of the student's First Amendment rights, it stopped well short of declaring that all off-campus speech is protected from school-based regulation – which had been the conclusion of the Third Circuit Court of Appeals.

After discovering that she did not make the varsity squad, and while shopping in a convenience store the following weekend, a student ("B.L.") took to social media to express her displeasure with the decision in two brief Snapchat posts – one of which included (now infamous) profanities. The posts were initially shared with her social media friends, who shared the posts with other friends, including the child of the cheerleading squad coach. This allegedly "upset" some team members and became a topic of chatter in a class taught by another coach. In response, B.L. was suspended from the JV squad for the upcoming year. This spurred the student and her parents to file suit in Federal Court.

After first granting a temporary restraining order and a preliminary injunction ordering the student's reinstatement to the squad, the trial court ultimately ruled in B.L.'s favor, determining that there was no substantial disruption at the school. Further finding that the discipline violated B.L.'s First Amendment rights, the court awarded nominal damages, attorneys fees, and ordered the school to expunge the discipline from her record. The decision was upheld on appeal, with the extraordinary pronouncement that schools within the Third Circuit were never free to discipline for off-campus speech, which was partially defined in the opinion as "speech that is outside school-owned, -operated, or -supervised channels." In essence, the Court of Appeals determined that since the speech here occurred off-campus, the standard handed down in the oft-referenced case of *Tinker v. Des Moines Independent Community School District* (speech that materially disrupts classwork or involves substantial disruption or invasion of the rights of others) simply did not apply.

This very narrow reading of *Tinker* is likely what prompted the U.S. Supreme Court to accept review to clarify, among other things, the application of the *Tinker* standard to student speech that occurs off-campus. In its June 23, 2021 opinion delivered by Justice Breyer in *Mahanoy Area School District v. B.L.*, 594 U.S. ____ (2021), the Supreme Court held that school districts may have a special interest in regulating some off-campus student speech. However, that interest primarily exists only when the *Tinker* test is applied and in so applying finds that the student speech materially disrupts classwork or involves substantial disorder or invasion of the rights of others. However, unrestricted regulation of any speech that may relate to the school is unauthorized. In this case, the Court opined that the student's speech was not disruptive to the school environment and therefore was subject to First Amendment protection.

Despite media portrayals of a "victory" for the student, the truth is that this decision has not changed much of anything in student speech jurisprudence, nor did the court significantly advance our understanding of what school districts can and cannot do with respect to student off-campus expression. In reality, the decision is a carefully worded affirmation that, especially in the present

technology age, student expression away from school may have a disruptive impact at school. Tinker still has meaning and the onus remains with the school to show how that disruption is manifested.

For our purposes, it is not insignificant that the Court also affirmed a school's authority to apply discipline to extracurricular activities only. Under Ohio law (3313.664) and NEOLA Policy 5610.05, districts can prohibit students from participation for violations of the student code of conduct and, more likely, violations of any adopted athletic or extracurricular activity code of conduct. As such, we recommend that all districts pay close attention to the language of these documents to assure that expectations for student conduct and the consequences for same are clearly delineated. That process should include careful review of and attention to off-campus speech in addition to the predictable onslaught of political expression fomented by the current culture wars, generally. To be sure, despite the Supreme Court's somewhat innocuous decision in Mahanoy, parents, and students will be more likely than before to challenge discipline for any off-campus expression.

Disclaimer: This Alert is provided for informational purposes only. It does not constitute legal advice and does not create an attorney-client relationship.

Book	Administrative Guideline Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised COLLEGE CREDIT PLUS PROGRAM
Code	ag2271
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2271 - COLLEGE CREDIT PLUS PROGRAM

The following guidelines are established in accordance with Board policy and the rules of the State Department of Education.

Each year, prior to February 1st, the District shall provide information regarding the College Credit Plus Program to the students currently enrolled in grades six (6) through eleven (11) and to their parents (Form 2271 F6). This information should be provided through multiple and easily accessible resources, including, but not limited to, the District's website, student assemblies, written communications to students (either electronically or through hard copy), and joint communication events with institutions of higher education.

The institutions of higher education (IHE) to which the College Credit Plus Program applies are: both public colleges as defined in R.C. 3365.01 and participating private colleges as defined in R.C. 3365.01.

All courses offered under the College Credit Plus Program must be the same courses included in the partnering IHE's course catalogue for college-level, nonremedial courses, and must apply to at least one (1) degree or professional certification at the partnering college or university.

All instructors teaching a course under the College Credit Plus Program must meet the credential requirements set forth in guidelines and procedures established by the chancellor of the Ohio Board of Regents. If the guidelines require high school teachers to take any additional graduate-level coursework in order to meet the credential requirements, that coursework will be applicable to continuing education and professional development requirements for the renewal of the teacher's educator license. For high school teachers that are teaching courses for the college at a secondary school under the College Credit Plus Program, the participating IHE will provide at least one (1) professional development session per school year for such teachers and conduct at least one (1) classroom observation per school year for each course that is authorized by the college and taught by a high school teacher to verify that the course meets the quality of a college-level course.

Eligibility (see Form 2271 F2 and Form 2271 F3)

- A. Students must be bona fide seventh graders, eighth graders, freshmen, sophomores, juniors, or seniors for the year in which participation is sought. In addition, the student must meet the standards for admission, enrollment, and course placement of the IHE and relevant academic programs.
- B. ~~Students must be remediation free in one of the assessments established under R.C. 3345.061(F) (i.e., uniform statewide standards in mathematics, science, reading, and writing established by college presidents). A student who scores within one standard error of measurement below the remediation free threshold for one of those assessments is considered to have met this requirement if the student also either:~~
 1. ~~has a cumulative high school grade point average of at least 3.0;~~
~~If the student is seeking to participate in seventh or eighth grade, the student must have an equivalent cumulative grade point average in the applicable grade levels;~~
 2. ~~receives a recommendation from a school counselor, Principal, or career technical program advisor.~~
- C. Students must satisfy one of the following criteria:

1. be remediation-free in one of the assessments established under R.C. 3345.061(F) (i.e., uniform statewide standards in mathematics, science, reading, and writing established by college presidents); or
2. Meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the superintendent of public instruction.

Students who participated in the College Credit Plus program before September 30, 2021 and who qualified to participate in accordance with prior law by scoring within one standard error of measurement below the remediation-free threshold for one of the required assessments and having a cumulative high school grade point average of at least 3.0 or alternatively receiving a recommendation from a school counselor, principal or career technical program advisor may remain eligible to participate.

- C. (**X**) A student who has been expelled by this Board is ineligible to enroll during the period of expulsion. The Board ~~() shall~~ (**X**) **may** deny high school credit for the College Credit Plus Program any portion of which are taken during the period of a student's expulsion. If the student has elected to receive both high school and college credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

Students participating in the College Credit Plus Program must elect at the time of enrollment in each course whether s/he is enrolling under **OPTION #1** or **OPTION #2** as outlined below:

OPTION #1

The student is responsible for all tuition, textbooks, materials, and fees associated with the course, and must choose whether to receive only college credit, or high school and college credit for the course; or

OPTION #2

The student will have the participating college reimbursed by the Ohio Department of Education for all tuition, textbooks, materials, and fees associated with the course, and the student will receive both college credit and high school credit for the course.

During the time a student attends a course under **OPTION #1**, the student is not considered attending or enrolled in school anywhere. During the time a student attends a course under **OPTION #2**, the student is considered attending or enrolled in the District.

A student may not enroll in courses to receive credit toward high school graduation for more than the equivalent of:

- A. four (4) academic school years, if the student so enrolls for the first time in grade nine (9);
- B. three (3) academic school years, if the student so enrolls for the first time in grade ten (10);
- C. two (2) academic school years, if the student so enrolls for the first time in grade eleven (11);
- D. one (1) academic school year, if the student so enrolls for the first time in grade twelve (12).

Enrollment

- A. By April 1st of each year, a student or his/her parent must complete and submit the Letter of Intent to Participate in College Credit Plus Program Form 2271 F1 to the Principal which signifies the student's intent to participate in the program for the following school year. Prior to completing this form the student and his/her parents must participate in the special counseling sessions described below and confirm receipt of these counseling services by signing the Statement of Responsibility Form 2271 F7.
- B. Failure to meet this deadline shall exclude the student from the program for that school year unless written consent is granted by the Principal and the Principal notifies the department of education of the student's intent to participate within ten (10) days of the date the student seeks consent. If the Principal does not grant consent, the student may appeal the Principal's decision to the Superintendent. The decision of the Superintendent is final. Participation may be withdrawn by the student or parent at any time upon written notification to the high school administration.
- C. Students must identify which credit option, either **OPTION #1** or **OPTION #2** above, they wish to pursue prior to the start of the first class session of the fall quarter or semester at the college. Once the first class session of the fall term has been held, the student may not change the option selected during the period of that school year, regardless of the number of courses taken.

Expulsion Notices to IHE

When a student is expelled, the Superintendent will send a written notice to any IHE in which the expelled student is enrolled under a College Credit Plus Program at the time the expulsion is imposed. This notice must indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for college courses taken during an expulsion. If the expulsion is later extended, the Superintendent again must notify the IHE.

Annual Information Session

The District will schedule at least one (1) informational session per school year to allow each partnering IHE that is located within thirty (30) miles of the school to meet with interested students and parents. The session will include the benefits and consequences of participation, as well as information concerning eligible courses, and will outline any changes or additions to the requirements of the program. The session will also include information concerning the probation, dismissal, and appeal procedures for underperforming and ineligible students as set forth in Board policy. If there are no partnering IHEs located within thirty (30) miles of the school, the District will coordinate with the closest partnering college to offer an informational session. Multiple high schools within a district and multiple districts may participate together in a combined event, as long as in each instance parents and students have an opportunity to interact with a representative of and receive information from each participating College Credit Plus Program institution and their secondary school, so they will understand their College Credit Plus Program opportunities.

Program Requirements

Students can choose to enroll in (1) courses taught at the college or university, (2) online courses, if available, or (3) College Credit Plus Program courses taught within the District, if available, or in a combination of the three (3). All students who have enrolled in the IHE under the College Credit Plus Program must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.

For College Credit Plus Program classes taught within the District, such classrooms will consist of students who all follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes, and are assessed using the same methods as the college course delivered on the college campus. A District student who is not enrolled in the IHE, but who is in the College Credit Plus Program classroom must, along with the student's parents, be provided written notice (Form 2271 F5) stating the student is not earning college credit and would likely be required to retake the course upon enrollment at an institution of higher education if college credit is desired.

The District will verify that none of its students participating in the College Credit Plus Program is taking more than thirty (30) college credit hours during an academic year and not more than the equivalent of four (4) academic years or 120 college credit hours total through the College Credit Plus Program.

The District will determine the number of college credits a student earned through the College Credit Plus Program by using the following calculation:

- A. Take the number of high school units scheduled by the District for which the student receives only high school credit, then multiply that number by three (3) and then subtract the result from thirty (30). The resulting number shall be the total number of college credits a student participant may earn under the College Credit Plus Program in an academic year.

OR

- B. Under the College Credit Plus Program, postsecondary quarter hours are equal to .67 semester hours rounded to the nearest whole number.

The District will determine the amount of high school credit earned through participation in the College Credit Plus Program by using the following calculation:

- A. A College Credit Plus Program course transcribing three (3) or more semester credit hours shall count as one (1) full high school unit.

OR

- B. A College Credit Plus Program course transcribing less than three (3) semester hours shall count as the proportional fraction of a high school unit.

The District will ensure that enrollment in a College Credit Plus Program course for which an end-of-course examination is required under Section 3301.0712 of the Ohio Revised Code does not circumvent the participating student's obligation to take the required end-of-course examination.

Course Eligibility

A student participating in the College Credit Plus Program shall complete fifteen (15) semester credit hours of Level I courses that may be applied toward a certificate or degree prior to taking a Level II course, except as follows:

- A. A student may take a Level II course in the same subject prior to completing the required fifteen (15) semester credit hours upon successful completion of a Level I course.
- B. A student may take a Level II course that has a Level I course as a prerequisite if the student, in accordance with the course placement guidelines of the IHE in which the student enrolls, has demonstrated by an assessment or other means that the student is academically prepared for the course.
- C. A student may count an advanced placement course or international baccalaureate diploma course completed in the District toward the fifteen (15) semester credit hours of courses with evidence that the student attained the required score on an examination covering the coursework. In the case of an advanced placement course, the required score shall be the passing score set forth in the standards adopted under R.C. 3333.163. In the case of an international baccalaureate diploma course, the required score shall be the passing score specified by the IHE in which the student enrolls that the IHE considers sufficient to award college credit for the course.

After successfully completing fifteen (15) semester credit hours as set forth above, the student may enroll in a Level II course that may be applied toward a certificate or degree.

Non-Allowable Courses

- A. an applied course that involves one-on-one private instruction such as instruction in instrumental music, voice, or art;
- B. a course for which the fees (as defined in the rules and R.C. 3345.49) exceed an amount established by the chancellor of the Ohio Board of Regents;
- C. a study abroad course or similar course;
- D. a physical education course;
- E. a course that is graded on a pass/fail or satisfactory/unsatisfactory basis rather than using letter grades, with the exception of an internship course;

This section does not apply to a transferable course that is graded on a pass/fail basis for all students not participating in the College Credit Plus Program.

- F. a remedial or non-college-level course as prohibited by R.C. 3365.02;
- G. a sectarian course as prohibited by R.C. 3365.02.

If a non-allowable course as set forth above is a part of a predetermined pathway or required sequence of courses leading to a certificate or degree, an IHE, on behalf of one or more students who are enrolled in the IHE through the College Credit Plus Program and have shown progress on that pathway or sequence of courses through their previous coursework, may request the chancellor of the Ohio Board of Regents to allow payment for the course under R.C. 3365.07.

Notifications

Upon receipt of a student's pre-term notice of admission, the District shall verify that the student is enrolled in an appropriate level of course as defined in the course eligibility rules adopted by the Department of Education. If the student is not enrolled in an appropriate level of course, the District shall notify the student and the student's parents that the student must either withdraw from the course prior to the IHE's prescribed no-fault waiver date or pay all tuition, fees, and textbook costs for the course.

The District will work with each IHE in which the District's students are enrolled under the College Credit Plus Program to verify that the required notifications concerning course eligibility are provided to students.

Home-Schooled Students

Any home-schooled student participating in the College Credit Plus Program shall be required to comply with the course eligibility rules adopted by the Department of Education. The student's parents, however, shall be responsible for verifying that the student is enrolled in an appropriate level of course as defined in the course eligibility rules adopted by the Department of Education and that the student is not enrolled in a non-allowable course.

Development of Model Course Pathways

The District will develop, in consultation with at least one (1) public partnering college or university, two (2) model pathways for courses offered under the College Credit Plus Program. The model pathways will serve as samples of the courses that a student can take toward a specified degree or certificate. One (1) of the model pathways will be a fifteen (15) credit hour pathway and one (1) will be a thirty (30) credit hour pathway. Each pathway shall include courses which, once completed, all apply to at least one (1) degree or professional certification offered at the IHE. The pathways may be organized by desired major or career path or may include various core courses required for a degree or professional certification by the IHE. The Board will publish the pathways among the school's official list of course offerings.

Counseling Services (see Form 2271 F4)

The student and parents must participate in the following counseling services provided by the District. The counseling session may be incorporated into the annual information session provided the District makes alternative dates available for those unable to attend the annual information session. If the counseling session is held separately from the informational session, it will include information concerning the probation, dismissal, and appeal procedures for underperforming and ineligible students as set forth in Board policy, as well as information concerning eligible courses. At the session, students will receive a copy of a permission slip regarding the potential for exposure to mature subject matters/materials in a college credit plus course, which must be completed with the student's application.

Program Eligibility and Credit Options

Potential Risks and Consequences

Among the potential risks of participation the student must be willing to accept are:

- A. increased student responsibility for learning because of less instructional guidance;
- B. reduced opportunities to participate in high school co-curricular and extra-curricular activities;
- C. increased financial obligations for tuition, books, materials, and fees, if college credit only is sought;
- D. potential loss of after-school employment opportunities;
- E. possible effect on grade point average and class standing;
- F. possible delay of graduation;
- G. increased time for travel, study, etc.
- H. exposure to mature subject matter and materials, including those of a graphic, explicit, violent, or sexual nature that will not be modified because of the student's participation.

Potential benefits are:

- A. expanded curriculum offerings;
- B. opportunities to study in more depth those areas of special interest or need;
- C. opportunities to earn college credits while still in high school;
- D. opportunities for financial support for taking college courses while still in high school;
- E. opportunities to experience college-level work and life prior to making final decisions about whether and/or where to attend college.

College Acceptance and Scheduling

Participation is contingent upon admission to the IHE. The District will assist the student in gaining admission by providing transcripts and other related documents but will accept no responsibility if the student is not accepted by the IHE. Students who are awaiting acceptance should register for District classes as if they were not participating in the program. Schedule changes will then be made prior to the start of each semester for those students who receive notice of admission which must be provided by the IHE, in writing, to the student, the District, and the Department of Education within ten (10) days of acceptance.

Participating Institutions of Higher Education

The District will maintain a list of all IHEs that currently participate in the program.

- A. In the event that the student withdraws from the college class for high school credit within the first two (2) weeks of the college course, the student will be re-enrolled in the high school class(es) that were previously dropped.
- B. Reasonable efforts will be made in scheduling to accommodate the needs of students who will be leaving the school campus in order to participate in this program. However, scheduling conflicts are not the responsibility of the District. Revising the master schedule and/or unduly overloading classes are not required in order to accommodate schedule requests.

Financial Arrangements

Students who elect to take the college course for college credit only will have the financial responsibility for tuition, textbooks, materials, and fees. The Board accepts no financial responsibility for those students who will be paying for their own tuition, fees, or textbooks. Those arrangements are between the college and the student and/or his/her parents.

Students assume no financial obligations if they elect to take the college course for college and high school credit. Tuition, textbooks, materials, and fees are assumed by the Board. Should students fail to complete a course taken for credit (whether through a formal class drop process or through nonattendance reasons other than those normally accepted by the school administration) any and all financial obligations assumed by the Board will default to the students and their parents.

Unless the student was expelled by the school, the Superintendent or chief administrator will not seek reimbursement from a participant or a participant's parent if the participant is identified as economically disadvantaged according to rules adopted by the Department of Education and these guidelines.

Process for Granting Academic Credits

When students elect to receive high school credit for college courses, credit will be awarded for successful completion of courses in accordance with the following guidelines:

- A. (X) The Principal shall require the student to submit a course syllabus or detailed description of each college course taken so that a comparison can be made with existing high school courses.
- B. (X) If the Principal determines that the college course is comparable to one (1) offered by the high school, the equivalent high school credit shall be granted.
- C. (X) If the Principal determines that the college course is not comparable to one (1) offered by the high school, credit shall be granted in a subject area similar to that taken by the student at the college.
- D. (X) In the event that the student or parents contest the credit, the Superintendent shall determine the appropriate credit. The Superintendent's decision may be appealed to the Ohio Department of Education, whose decision in the matter shall be final and binding.
- E. (X) Students who enroll in a college course for both high school and college credit will receive on their high school transcript the grade issued by the college. While the course will be clearly designated on transcripts as a college course taken for high school credit, the grade will be computed in the grade point average as if issued by the high school faculty.
- F. (X) If a student is expelled from the District's schools, the Principal ~~(X) shall~~ (X) may deny high school credit for any College Credit Plus Program courses taken during the expulsion.
- G. (X) If a college withdraws its acceptance of an expelled student who elected to take courses for high school credit only, the District shall not award high school credit for the college courses in which the student was enrolled at the time the college

withdrew its acceptance.

- H. (**X**) The policy for awarding grades and the calculation of class standing for College Credit Plus Program courses shall not disadvantage students who choose to participate in the College Credit Plus Program rather than in other advanced standing programs. All courses within the same academic subject area will provide the same value for all advanced standing courses, including College Credit Plus Program, advanced placement, international baccalaureate, and honor courses.

Criteria for Transportation Aid

All students participating in the College Credit Plus Program will be responsible for their transportation to and from their homes and the college or to and from the district school and the college.

If the District provides transportation to its students in grades eleven and twelve, the parent of a student participating in College Credit Plus may apply to the Board for full or partial reimbursement for the necessary costs of transporting the student between the secondary school the student attends and the IHE in which the student is enrolled.

Available Student Services

Students enrolled in the College Credit Plus Program will be entitled to all student services provided to any other of the District's school students (counseling, health, etc.). However, these services will be provided only while the students are on the school campus and only upon request. It is also the students' responsibility to keep themselves informed of academic and other requirements for all students who attend the school.

Consequences of Failing or Not Completing a Course

- A. If students withdraw from the college course(s) within the first two (2) weeks of the course, they will be rescheduled for the appropriate District course(s), and no record of the college course will appear on the transcript. However, if students withdraw from the college course(s) after two (2) weeks of the classes, the course will appear on the transcript and will carry a grade of Withdrawn/Failing, which will be computed in the same manner as a failing grade on the high school transcript.
- B. Any course taken for high school credit at an IHE and completed (or recorded as Withdrawn/Failing) will be clearly identified on the transcript along with the name of the IHE where the work was undertaken.

Effect on Completion of Graduation Requirements

Students may use college courses for credit toward high school graduation. However, it is the responsibility of participating students and parents to be sure that the courses undertaken will meet the graduation requirements for the students. Upon acceptance by the IHE, students should schedule an appointment with a high school counselor to develop a written schedule showing courses to be taken at the high school and at the IHE as well as all graduation requirements remaining to be met. No high school graduation requirements shall be waived for any student as a result of participation in this program.

Academic and Social Responsibilities of Students and Parents

- A. When attending either regular classes or co-curricular/extra-curricular activities at the high school, students participating in this program will be expected to abide by all Board policies and the Student Code of Conduct. Students and their parents assume all responsibility and liability related to attendance at an IHE and must agree to hold harmless the Board of Education, the administration, and the staff for any incidents arising out of participation in this program.
- B. Students must meet all requirements and standards established by the college and assume responsibility for attendance and behavior.

Information and Encouragement to Use College Counseling Services

The school counselors, during the individual counseling sessions, shall make available any information provided by the IHE concerning its counseling services. In addition, counselors should encourage students and their parents to utilize counseling services available at the college to better ensure successful completion of the college courses.

Grade Point Computation and Reporting of Grades

- A. For those college courses taken for high school credit, the grade for that course will be computed at the end of the next regular grading period at the high school following the receipt of an official transcript from the IHE. All grades to be entered

on the high school transcript must be taken from an official transcript from the IHE. Should there be an urgent need for a letter grade, notification on official letterhead from the college instructor advising of the grade will be accepted to verify the grade.

- B. Eligibility for co-curricular and extra-curricular activities in accordance with Board Policy 2430, and Policy 2431 will be affected if courses are taken for high school credit. ~~Students will be provided Form 2271-F2 and asked to have their instructor fill it out. This form should be submitted () weekly () bi-weekly prior to the close of high school classes each _____.~~ Eligibility will be checked at the end of each college quarter or semester. A failing grade will result in an ineligibility for the next full school semester.
- C. The student and parents must receive the standard packet of information for the College Credit Plus Program developed by the chancellor of the Ohio Board of Regents pursuant to R.C. 3365.15.

Economically Disadvantaged Students

No student considered to be economically disadvantaged shall be charged for anything related to College Credit Plus Program participation.

A student will be considered economically disadvantaged for the purpose of the College Credit Plus Program participation if the student is either a member of a household that meets the income eligibility guidelines for free or reduced-price meals, less than or equal to 185% of Federal poverty guidelines under the provisions of the National School Lunch Act, 42 U.S.C. 1758 **or** a member of a household that participates in at least one (1) of the following programs:

- A. Medicaid;
- B. food stamps;
- C. supplementary security income (SSI);
- D. Federal public housing assistance or Section 8 (a federal housing assistance program administered by the department of housing and urban development);
- E. low income home energy assistance program.

Once the District determines that a student is economically disadvantaged, any of the student's siblings who attend school within the District will automatically be considered economically disadvantaged by the District without the District collecting its own data on that family.

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Legal R.C. 3313.613, 3365.01 through 3365.09
A.C. 3333.1-65.13

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Title	Vol. 40, No. 1 - August 2021 Revised EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN
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5111.02 - **EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN**

In accordance with the Interstate Compact on Educational Opportunities for Military Children (Compact) the following procedures will be followed when such children are students within the District.

APPLICABILITY

These guidelines apply to the children of:

- A. active duty members of the uniformed services as defined in the Compact, including members of the National Guard and Reserve on active duty orders;
- B. members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and
- C. members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

These guidelines do not apply to the children of:

- A. inactive members of the National Guard and military reserves;
- B. members of the uniformed services now retired, except as provided above;
- C. veterans of the uniformed services, except as provided above; or
- D. other United States Department of Defense personnel and other Federal agency civilian and contract employees not defined as active duty member of the uniformed services.

EDUCATIONAL RECORDS AND ENROLLMENT

- A. **Unofficial or Hand-Carried Education Records** - In the event that official education records cannot be released to the parents for the purpose of transfer, the building administrator shall prepare and furnish to the parent of an eligible student a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission.

Upon receipt of the unofficial education records for an eligible student, the District shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.

- B. **Official Education Records/Transcripts** - Simultaneously with the enrollment and conditional placement of the student, the District shall request the student's official education record from the sending school. Upon receipt of such a request from a receiving school, the District will process and furnish the official education records to the school within ten (10) days or within such time as is established by the Interstate Commission.
- C. **Immunizations** - Eligible students have thirty (30) days from the date of enrollment or within such time as promulgated by the Interstate Commission, to obtain or provide proof of State required immunization(s). For a series of immunizations, initial

vaccinations must be obtained within thirty (30) days or within such time promulgated by the Interstate Commission.

- D. **Grade Level Placement** - Eligible students shall be enrolled at the grade level in the District commensurate with their grade level (including Kindergarten) from the school in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in their prior school shall be eligible for enrollment in the next highest grade level in the District, regardless of age. A student transferring after the start of the school year shall enter the school in the receiving state on the grade level validated by an accredited school in the sending state.
- E. **Enrollment Applications** - Children of active-duty uniformed services members parents/guardians who are subject to a transfer or relocation order and will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as resident students. Enrollment applications shall be accepted by electronic means, including those for specific schools or programs within the District. Parents/guardians must provide proof of residence within ten (10) days after establishing residence in the District. A temporary on-base billeting facility, a purchased or leased home or apartment, or a Federal government or public-private venture off-base military housing are all acceptable forms of residency.

PLACEMENT AND ATTENDANCE

- A. **Course Placement** - When an eligible student transfers before or during the school year, the receiving district will initially honor placement of the student in educational courses based on the student's enrollment in the sending state school and/or educational assessments conducted at the sending school if the courses are offered. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, Vocational, Technical and Career Pathways courses. Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. The District may perform subsequent evaluations to verify appropriate placement and continued enrollment of the student in the course(s).
- B. **Educational Program Placement** - The District will initially honor placement of the student in educational programs based on current educational assessments conducted at the sending school or the student's participation/placement in like programs at the sending school. Such programs include, but are not limited to: 1) gifted and talented programs; and 2) English as a second language (ESL). The District may perform subsequent evaluations to verify appropriate placement of the student.
- C. **Special Education Services** - In compliance with the Federal requirements of the Individuals with Disabilities Education Improvement Act (IDEIA), 20 U.S.C. Section 1400 et seq., the District will initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP).

In compliance with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. Section 794 (as amended) and with Title II of the Americans with Disabilities Act, 42 U.S.C. Sections 12131-12165 (as amended), the District will make reasonable accommodations and modifications to address the needs of incoming students with disabilities subject to an existing 504 or Title II Plan, to provide the student with equal access to education. The District may perform subsequent evaluations to verify appropriate placement of the student.

- D. **Technology-Based Educational Opportunities** - The children of military families shall be permitted to participate in technology-based educational opportunities to minimize disruptions when those students' families transition from one military installation to another. The District shall make necessary provisions to enable students to participate in technology-based opportunities when those students' families receive permanent change of station orders out of the state until the students are enrolled in the schools of a new local education agency.
- E. **Placement Flexibility** - The District may, when determined appropriate, waive course/program prerequisites, or other preconditions for placement in courses/programs offered by the District to allow eligible students to participate.
- F. **Absence Related to Deployment Activities** - A student whose parent or legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the Superintendent to visit with his/her parent or legal guardian relative to such leave or deployment of the parent or guardian.

ELIGIBILITY

A. Eligibility for Enrollment

1. Special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

2. The District will not charge tuition to a transitioning military child placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a district or jurisdiction other than that of the custodial parent.
3. A transitioning military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a district or jurisdiction other than that of the custodial parent, may continue to attend the school in which s/he was enrolled while residing with the custodial parent.
4. Children of active-duty uniformed services members parents/guardians who are subject to a transfer or relocation order and will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as District resident students. Parents/guardians must provide proof of residence within ten (10) days after establishing residence in the District. A temporary on-base billeting facility, a purchased or leased home or apartment, or a Federal government or public-private venture off-base military housing are all acceptable forms of residency.

B. Eligibility for Extra-Curricular Participation - The District will facilitate the opportunity for transitioning military children's inclusion in extra-curricular activities, regardless of application deadlines, to the extent they are otherwise qualified.

GRADUATION

To facilitate the on-time graduation of children of military families the District will adhere to the following procedures:

- A. Waiver Requirements** - The District will waive specific courses required for graduation if similar course work has been satisfactorily completed in another district or provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from his/her sending school, the District will provide an alternative means of acquiring required coursework so that graduation may occur on time.
- B. Exit Exams** - The District will accept: 1) exit or end-of-course exams required for graduation from the sending state; or 2) national norm-referenced achievement tests; or 3) alternative testing, in lieu of testing requirements for graduation in Ohio. In the event the above alternatives cannot be accommodated by Ohio for a student transferring in his/her Senior year, then the provisions of Section C below shall apply.
- C. Transfers During Senior Year** - Should a military student transferring at the beginning or during his/her Senior year be ineligible to graduate from the District after all alternatives have been considered, the District and the sending district shall ensure the receipt of a diploma from the sending district if the student meets the graduation requirements of the sending district. In the event that the sending district is in a state that is not a member of the Compact, the District will use its best efforts to facilitate the on-time graduation of the student in accordance with A and B above in this Section.

DEFINITIONS

As used in this guideline the following definition will apply, unless the context clearly requires a different construction:

- A. Active Duty** means full-time status in the active uniformed service of the United States, including members of the National Guard and Reserves on active duty orders.
- B. Children of Military Families** means a school-aged child(ren), enrolled in Kindergarten through Twelfth grade, in the household of an active duty member.
- C. Deployment** means the period one (1) month prior to the service members' departure from their home station on military orders through six (6) months after return to their home station.
- D. Education(al) Records** means those official records, files, and data directly related to a student and maintained by the school or District, including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.
- E. Extra-Curricular Activities** means a voluntary activity sponsored by the school or local education agency or an organization sanctioned by the District. Extra-Curricular activities include, but are not limited to, preparation for and involvement in public performances, contests, athletic competitions, demonstrations, displays, and club activities.
- F. Interstate Commission** means the commission that is created under Article IX of the Compact.

- G. Local Education Agency means a public authority legally constituted by the State as an administrative agency to provide control of and direction for kindergarten through twelfth-grade public educational institutions.
- H. Member State means a state that has enacted the Compact.
- I. Military installation means a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense, including any leased facility, which is located within any of the several states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands, and any other United States territory. Such term does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.
- J. Receiving State means the state to which a military family is sent, brought, or caused to be sent or brought.
- K. Rule means: a written statement by the Interstate Commission promulgated pursuant to Article XII of the Compact that is of general applicability, implements, interprets or prescribes a policy or provision of the Compact, or an organizational, procedural, or practice requirement of the Interstate Commission, and has the force and effect of statutory law in a member state, and includes the amendment, repeal, or suspension of an existing rule.
- L. Sending State means: the state from which a child of a military family is sent, brought, or caused to be sent or brought.
- M. State means: a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. Territory.
- N. Student means: the child of a military family for whom the school receives public funding and who is formally enrolled in Kindergarten through Twelfth grade.
- O. Transition means: 1) formal and physical process of transferring from school to school or 2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.
- P. Uniformed Service(s) means: the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services.
- Q. Veteran means: a person who served in the uniformed services and who was discharged or released therefrom under conditions other than dishonorable.

To the extent there is any inconsistency between this guideline and the current Rules implementing this Compact, the current Rules will prevail.

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Legal

R.C. 3301.60

Interstate Compact on Educational Opportunity for Military Children

Book	Administrative Guideline Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised ADMISSION TO THE DISTRICT
Code	ag5111
Status	
Adopted	November 19, 2007
Last Revised	September 9, 2019

5111 - ADMISSION TO THE DISTRICT

Qualifying for Admission

Students who qualify for admission to District schools, in accordance with Board of Education Policy 5111, shall be accepted when the following documents have been submitted:

A. a birth certificate or other appropriate documentary evidence

Acceptable forms of documentation include: foreign birth certificate; religious, hospital, or physician's certificate showing date of birth; entry in a family bible; baptismal record; adoption record; affidavit from a parent; previously verified school records; or other documents permitted by law.

B. court orders allocating parental rights and responsibilities or other documents allocating custody or guardianship, if applicable

C. proof of residency consisting of a deed, building permit, rental agreement, tax statement, voter registration card, or completion of Form 5111 F2a or Form 5111 F2b

Acceptable forms of documentation include: telephone bills, utility bills, mortgage or lease agreements, parent affidavits, rent payment receipts, a copy of a money order made for payment of rent, or letter from a parent's employer that is written on company letterhead to establish residency.

Children of active-duty uniformed services members who are subject to a transfer or relocation order and will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as resident students. Parents/guardians must provide proof of residence within ten (10) days after establishing residence in the District. A temporary on-base billeting facility, a purchased or leased home or apartment, or Federal government or public-private venture off-base military housing are all acceptable forms of residency.

D. proof of immunization and/or statutory exception

E. a power of attorney designating the student's grandparent(s) as attorney-in-fact (Form 5111 F7) or a caretaker authorization affidavit (Form 511 F8) executed by the student's grandparent(s) that provides the grandparent(s) with whom a student resides, authority over the care, physical custody, and control of the child, including the ability to enroll the child in school, consent in all school-related matters, and discuss with the District the student's educational progress (also see Form 5111 F9)

Except in the case of a homeless child (see Policy 5111.01), ~~or~~ a child residing in a domestic violence shelter, or a child of an active-duty uniformed services member subject to a transfer or relocation order who plans to reside in the District, no child shall be admitted to school in the District until proof of residency has been provided and proof of immunization is addressed in accordance with Policy 5320 and AG 5320. If a birth certificate is not available, the parent is to complete Form 5111 F3 and submit the documentary evidence called for therein. If the principal does not receive the child's birth certificate or one (1) of the acceptable alternatives to a birth certificate within fourteen (14) calendar days of the date of the child's enrollment, or the document appears of be inaccurate or suspicious, the principal shall notify the law enforcement agency where the student resided and the Wadsworth Police Department ~~[local law enforcement agency]~~ that the child may be a missing child. If there is a court order or decree allocating parental rights and responsibilities and designating who will be the resident parent and legal custodian, such order or decree must be submitted within fourteen (14) days of admission. If there is a court order or decree for custody or guardianship

to other than a parent, a copy of the order or decree must be submitted within fourteen (14) days of admission. If all of these required documents are not received within that time, the student should be presumed to be a missing child (See AG 5215).

Students presented for enrollment without a birth certificate or appropriate substitute, court orders allocating parental rights and responsibilities, or a grandparent power of attorney or caretaker authorization (**X**) will ~~() may~~ be admitted under temporary enrollment for a period of fourteen (14) days, unless extended by the principal. Parents are to be so informed at the time of admission. (See Policy 5111.03 and AG 5111.03 - Children and Youth in Foster Care)

A child who is placed in a foster home or residential facility (i.e., a group home for children, children's crisis care facility, children's residential center, residential parenting facility that provides twenty-four (24) hour child care, county children's home, or district children's home) will not be denied admission solely because the child does not present a birth certificate, comparable certification, or other comparable document upon registration. Such protected child will be admitted under temporary enrollment for a period of up to ninety (90) days to present the required documentation. The protected child and/or the child's parent, guardian, or custodian will be so informed at the time of the child's initial admission.

The sending school shall be contacted within twenty-four (24) hours of the student's entry into the school and requested to send all appropriate records.

If the sending school indicates no record of the student's attendance, or the records are not received within fourteen (14) calendar days of the date of request, or if the student does not present a certification of birth or other documentary evidence, the principal shall immediately notify the law enforcement agency where the student resided and the Wadsworth Police Department ~~{local law enforcement agency}~~ that s/he may be a missing child.

A student who is living in the District under the care of a shelter for victims of domestic violence will not be denied admission because of delay in the forwarding of school records.

Immunization requirements are to be in accordance with AG 5320.

A student who has recently been either discharged or released from the custody of the Department of Youth Services (DYS) and is seeking admittance or re-admittance into the District, will not be admitted until the following records required to be released by DYS have been received by the Superintendent:

- A. an updated copy of the student's school transcript;
- B. a report of the student's behavior while in DYS custody;
- C. the student's current Individualized Education Program (IEP), if an IEP has been developed for the child; and
- D. a summary of the institutional record of the child's behavior.

The Superintendent shall keep such records confidential and may release them only as provided in State law regarding the privacy of a student's records and the Family Educational Rights and Privacy Act (FERPA) since the records are not considered public records for the purposes of required disclosure under Ohio public records law. The Superintendent will consider the records in determining the appropriate educational assignment of the student, including, but not limited to whether the student will be assigned to an alternative school in the District.

Children of Military Families

School-aged children of active-duty uniformed services members who will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as resident students. The District shall make necessary provisions to enable students to participate in technology-based opportunities when those students' families receive permanent change of station orders to another military base either in or out of the state until the students are enrolled in the schools of a new local education agency.

Enrollment applications shall be accepted by electronic means, including those for specific schools or programs within the District. These students' parents/guardians must provide proof of residence within ten (10) days after establishing residence in the school district in accordance with this policy.

Homeless Students

Homeless students shall have equal access to the same free and appropriate education provided to all other students of the School District and will be enrolled in accordance with the requirements of Federal law. Students meeting the Federal definition of homeless will be immediately enrolled in the School District and assigned to a school building in accordance with the procedure set forth below,

even if the homeless student cannot produce all of the documentation otherwise required for enrollment (including proof of residency and/or immunization, a birth certificate, and copies of previous school records). Parent(s) or guardian(s) of homeless students must provide contact information in case of an emergency. (See Policy 5111.01 and AG 5111.01 - Homeless Students)

Transferring Grades/Credit

Students in grades K-8 transferring from another district must submit an official transcript in order for the grades earned by the student to be recorded on the student's official transcript in this District. High school students transferring from another school district must submit an official transcript from the sending school in order for the student to receive credit for course work and to have the grades earned for completed coursework recorded on the student's official transcript in this District. Report cards will not be considered sufficient evidence for granting credit toward graduation.

Verifying Medical Conditions Qualifying a Student for Tuition-Free Admission in the District

Prior to admission and annually thereafter, parent(s) seeking admission for a school-aged child under R.C. 3313.64(F)(3) because of a medical condition that may require emergency medical treatment shall:

- A. submit Form 5111 F5 as Verification of regular employment at a location within the District during school hours;
- B. submit Form 5111 F6, or a written statement on the physician's letterhead, describing the child's medical condition and certifying that the condition is such that there is a substantial likelihood that it may require emergency medical attention;
- C. submit Form 5341 F1 Emergency Medical Authorization;
- D. submit a current copy of the child's I.E.P. or 504 Accommodation Plan, if applicable.

If the student is admitted under this section, then the normal admission procedures shall apply.

Admission to the District Pursuant to a Power of Attorney or Caretaker Authorization Affidavit

If an individual indicates that s/he is attempting to enroll the child pursuant to a power of attorney or caretaker authorization affidavit, the School District official should:

- A. verify that the individual attempting to enroll the child is the grandparent of the child;
- B. verify that the child currently resides with the individual;
- C. request that a copy of the power of attorney or caretaker authorization be produced.

This document should be provided in addition to those documents that are required to be produced by any and all other individuals who are seeking to enroll a child in the School District.¹

- D. review the power of attorney to verify that the document:

- 1. is identical in form and content to the form set forth in R.C. 3109.53 (see sample Power of Attorney Form 5111 F7).
- 2. is properly completed and executed by the child's:

- a. parent(s), guardian, or custodian granting the power of attorney (i.e., both parents or the parent who is the residential parent and legal custodian of the child) and
- b. grandparent who is designated as attorney in fact.

- 3. is duly notarized by an Ohio Notary Public.

- 4. has been filed with the juvenile court of the county in which the grandparent resides and/or any other court having jurisdiction over the child.

- a. if possible, have the individual provide a time-stamped copy of the power of attorney in order to demonstrate that it has been duly filed within five (5) days of the creation of the document.

- b. in addition, have the individual produce a copy of the receipt showing that notice of the creation of the document has been sent to the parent of the child who is not the residential parent and legal custodian. This receipt should be produced unless the power of attorney was created by both parents, or the non-residential parent's parental rights have been terminated, s/he cannot be located by reasonable efforts, or s/he is prohibited from receiving a notice of relocation.

E. review the caretaker authorization affidavit to verify that the document:

1. is identical in form and content to the form set forth in R.C. 3109.66 (see sample Caretaker Authorization Form 5111 F8).
2. is properly completed and executed by the child's grandparent.
3. is duly notarized by an Ohio Notary Public.
4. has been filed with the juvenile court for the county in which the grandparent resides and/or any other court having jurisdiction over the child.

If possible, have the individual provide a time-stamped copy of the caretaker authorization affidavit in order to demonstrate that it has been duly filed within five (5) days of the creation of the document.

5. request that the individual provide additional proof of residency in the School District, if necessary.

F. verify whether the child is currently serving a suspension or expulsion from a previous school district.²

G. verify that the power of attorney or caretaker authorization affidavit was not executed for the purpose of enrolling the child in the School District so that the child may participate in the academic programs or interscholastic athletic programs of the School District (language should be included in document).

Safe at Home/Address Confidentiality

If a parent (or adult student), presents information to the District certifying that the parent (or adult student), his/her child, or a member of the parent's household is a participant in the Safe at Home/Address Confidentiality Program administered by the Secretary of State, the District shall use the address designated by the Secretary of State to serve as the student's address for enrollment purposes. The District shall place a copy of any certification provided by the parent in the enrollment files.

Provision of District and Building Report Card

The school official responsible for admitting students shall give the Parent of each student who qualifies for admission to school in the District, or to the student if the student is at least eighteen (18) years old, a copy of the District's most recent report card showing the performance rating of the District and the building the student will attend, or alternatively, provide a link to the report card. ~~grade of the District and the grade of the building the student will attend.~~

Parent means either of the biological or adoptive parents of the student, except:

- A. Parent means the residential parent as designated by a court when the parents are divorced, their marriage has been dissolved or annulled, or the parents are living separate and apart pursuant to a legal separation, except that:

When the parents are no longer married and have a shared parenting plan, Parent still means either parent.

- B. When a court has granted legal custody of the student to an individual other than the biological or adoptive parent, or to an agency, Parent means the individual or agency with legal custody.

- C. When a court has appointed a guardian for the student, Parent means the court-appointed guardian. A guardian ad litem, however, is not the Parent.

- D. Parent means the student's grandparent when the District enrolls the student pursuant to a grandparent power of attorney or a grandparent caretaker authorization affidavit.

If the District is unable to identify the parent of a homeless student at the time of admission, or the parent does not accompany the student, the District shall provide a copy of the report card to the student and to the person who accompanies the student.

¹Request that the individual provide additional proof of residency in the School District, if necessary. This additional proof of residency may consist of reasonable evidence such as a deed, building permit, rental agreement, tax statement, voter registration card, etc.

²Similar to other children seeking enrollment in the School District, the School District, after offering an opportunity for hearing, may temporarily deny admittance to a child if s/he has been suspended or expelled under Ohio law and the period of suspension or expulsion has not expired.

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Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised EVALUATION OF PRINCIPALS AND OTHER ADMINISTRATORS
Code	po1530
Status	
Adopted	November 19, 2007
Last Revised	September 14, 2020

1530 - EVALUATION OF PRINCIPALS AND OTHER ADMINISTRATORS

Application

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

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

Procedures

General Requirements

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

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

Specific Requirements for Building Principals and Assistant Principals - Ohio Principal Evaluation System (OPES)

In addition to the above, procedures for the evaluation of District building principals and assistant principals will be based upon comparable standards as set forth in the policy adopted by the Board for the evaluation of teachers pursuant to R.C. 3319.111, but tailored to address the duties and responsibilities of building principals and assistant principals and the environment in which they work. ~~The Superintendent is authorized to develop administrative guidelines for the procedural and substantive evaluation of building principals and assistant principals consistent with this policy and State law.~~

~~(-) and is further authorized to access the Ohio Principal Evaluation System (OPES) model as a resource in the development and maintenance of an evaluation process.~~

Evaluation Instruments

The Superintendent may utilize model evaluation forms developed by the Ohio Department of Education for administrators evaluated under OPES. The Superintendent may, ~~in his/her discretion,~~ utilize a single evaluation instrument for all administrative positions not subject to evaluation under OPES, instruments particularized for each position, or a combination of both types of instruments.

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

Basis for Evaluation

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

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

Observations and Conferences

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

Formal observations may be made of the administrator, either announced or unannounced, ~~but shall not be a required element of the evaluation process except for principals and assistant principals who are subject to OPES. Whether formal observations are deemed appropriate to other administrative positions shall be determined by the evaluator on a case-by-case basis.~~ Administrators evaluated under OPES will receive at least two (2) formal observations of at least thirty (30) minutes in length. Formal observations for administrators who are not evaluated under OPES are optional as determined appropriate by the evaluator on a case-by-case basis.

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

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

Number and Timing of Evaluations

A. Administrator Not in Final Year of Contract

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

B. Administrator in Final Year of Contract

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

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

Meeting with Board

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

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

Written Rebuttal

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

Legal Effect

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

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

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Legal

R.C. 3319.02, 3319.111, 3319.112, 4117.01

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised COLLEGE CREDIT PLUS PROGRAM
Code	po2271
Status	
Adopted	November 19, 2007
Last Revised	June 11, 2018

2271 - COLLEGE CREDIT PLUS PROGRAM

The Board of Education recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities in Ohio.

The Board will approve participation by students who apply to the participating college or university (institute of higher education or IHE) and meet the IHE's and relevant academic program's established standards for admission, enrollment, and course placement. Participating students will be eligible to receive secondary credit for completing any of these programs. To be eligible, students must be in seventh, eighth, ninth, tenth, eleventh, or twelfth grade and must either be remediation-free in one of the assessments established under R.C. 3345.061(F), or meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the superintendent of public instruction. Students who participated in the College Credit Plus program before September 30, 2021 and who qualified to participate in accordance with prior law by scoring within one standard error of measurement below the remediation-free threshold for one of the required assessments and having a cumulative high school grade point average of at least 3.0 or alternatively receiving a recommendation from a school counselor, principal or career technical program advisor may remain eligible to participate. ~~achieve remediation-free status on an assessment established under R.C. 3345.061(F) or meet alternative criteria under the law.~~

Underperforming and Ineligible Students

If a student participating in the College Credit Plus Program under the option set forth in R.C. 3365.06 (B) either: A) fails to maintain a grade point average of 2.0 or higher in the college courses taken through the College Credit Plus Program; or B) withdraws from, or receives no credit for two or more courses in the same term, the student will be considered an underperforming student. If a student maintains underperforming student status for two (2) consecutive terms of enrollment, the student will be deemed "ineligible."

Probation

Immediately after determining a student has obtained underperforming student status, the Superintendent shall place the student on probation within the College Credit Plus Program, and notify the underperforming student, his/her parents, and each IHE in which the student is enrolled of his/her status. The underperforming student and his/her parents shall also be notified of the following requirements for continued participation in the Program while on probation:

- A. The student shall only enroll in one (1) college course during any term.
- B. The student shall refrain from enrolling in a college course in the same subject as a college course in which the student earned a grade of "D" or "F" or for which the student received no credit.
- C. If the student had registered for more than one (1) college course for the next term prior to being placed on probation, the student shall request each IHE in which s/he is enrolled to dis-enroll the student from those courses that conflict with the terms of his/her probationary status.
 1. If a student elects to remain enrolled in one (1) course for the next term, s/he shall inform the IHE of the course in which the student would like to remain enrolled.
 2. If the student fails to dis-enroll from any courses that conflict with his/her probationary status, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all

tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the student shall be deemed an ineligible student and dismissed from the program for the next term in accordance with the dismissal procedures set forth below.

- D. If a student takes a course after being placed on probation and such course raises the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be removed from probation. The student may participate in the Program without restrictions unless s/he is declared to be an underperforming student again.
- E. If a student takes a course after being placed on probation and such course does not raise the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be dismissed from the Program in accordance with the dismissal procedures set forth below.

Dismissal

If a student is deemed ineligible to participate in the College Credit Plus Program, s/he will be dismissed from the Program. The Superintendent shall notify the ineligible student, his/her parents, and each IHE in which the student is enrolled of his/her dismissal. The ineligible student and his/her parents shall also be notified that the student shall not take any college courses through the Program following his/her dismissal.

If the student had registered for more than one (1) college course for the next term prior to being dismissed from the Program, the student shall request each IHE in which s/he is enrolled to dis-enroll the student from the Program.

If the student fails to dis-enroll following his/her dismissal from the Program, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the Superintendent shall extend/continue the student's dismissal from the Program for an additional term.

Reinstatement

Following one (1) term of dismissal, a student may submit a request to the Superintendent to be reinstated to the College Credit Plus Program. Summer shall only be counted as a term if the student is enrolled in one (1) or more high school courses during the summer. Upon receipt of the reinstatement request, the student's full high school and college academic record will be reviewed to determine whether the student has achieved academic progress and whether s/he will be reinstated on probation or without restriction.

~~Reinstatement on Probation: In order to be reinstated to the College Credit Plus Program on probation, the student must meet the following academic progress criteria:~~

- A. ~~()~~ _____
- B. ~~()~~ _____
- C. ~~()~~ _____

~~Reinstatement without Restriction: In order to be reinstated without any restrictions, the student must meet the following academic progress criteria:~~

- A. ~~()~~ _____
- B. ~~()~~ _____
- C. ~~()~~ _____

If the student fails to demonstrate academic progress as defined above, the Superintendent shall extend/continue the student's dismissal for an additional term(s). During the dismissal period, the student shall remain ineligible to participate in the College Credit Plus Program until academic progress is achieved.

Appeals

Any student who is dismissed from the College Credit Plus Program or prohibited from taking a course in which the student earned a grade of "D" or "F" or for which the student received no credit, may appeal the decision to the Superintendent. The appeal must be filed within five (5) business days after the student is notified of the dismissal or prohibition against taking a course. Upon receiving

the appeal, the Superintendent must immediately notify each IHE in which the student is enrolled that the student has filed an appeal.

When reviewing a student's appeal, the Superintendent shall consider any extenuating circumstances separate from the student's academic performance that may have affected or otherwise impacted the student's status in the College Credit Plus Program. After considering such information, the Superintendent may:

- A. allow the student to participate in the Program without restrictions;
- B. allow the student to take a course in which the student earned a grade of "D" or "F" or for which the student received no credit;
- C. allow the student to participate in the Program on probation; or
- D. maintain the student's dismissal from the Program.

The Superintendent shall issue a decision on the student's appeal within ten (10) business days after the date the appeal is filed. The Superintendent's decision shall be final, and s/he shall immediately provide notification of the decision to each IHE in which the student is enrolled.

- A. If the Superintendent decides to continue the student's dismissal from the College Credit Plus Program, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. The Board shall not be required to pay for such courses.
- B. If the Superintendent fails to issue a timely decision after the date the appeal is made, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. If the decision is issued after the IHE's no-fault withdrawal date, the Board shall be required to pay for such courses.

Home-Schooled Students

If a home-schooled student participating in the College Credit Plus Program is placed on probation or dismissed from the Program, the parent of the student shall be responsible for notifying each IHE in which the student is enrolled of such probation or dismissal.

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus Program on its website, including the details of the Board's current agreements with partnering IHEs.

All students must meet the requirements for participating in the College Credit Plus Program outlined in AG 2271.

The Board ~~() shall~~ **(X)** may deny high school credit for the College Credit Plus Program courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive credit for course(s) toward fulfilling graduation requirements as well as the College Credit Plus Program credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

When a student is expelled, the Board directs the Superintendent to send written notice of the expulsion to any college in which the expelled student is enrolled under R.C. 3365.03 (College Credit Plus Program) at the time the expulsion is imposed. This notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for College Credit Plus Program courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

The Board will collect, report, and track program data annually in accordance with data reporting guidelines adopted by the chancellor and the Superintendent of Public Instruction pursuant to R.C. 3365.15.

The Superintendent shall establish the necessary administrative guidelines to comply with State law which will thereafter be properly communicated to both students and their parents. The Superintendent shall also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of his/her participation in a College Credit Plus Program.

Legal

R.C. 3313.613, 3365.01 through 3365.09

A.C. 3333-1-65.13

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised BLENDED LEARNING
Code	po2370.01
Status	
Adopted	November 19, 2018

2370.01 - **BLENDED LEARNING**

The Board of Education authorizes the operation of a blended learning environment as an educational opportunity for students. Blended learning is defined as delivery of instruction in a combination of time primarily in a supervised physical location away from home and online delivery where the student has some element of control over time, place, path, or pace of learning. Students participating in blended learning shall have the ability to advance from grade to grade and earn credits by demonstrating proficiency of knowledge or skills through competency-based learning models rather than a minimum number of days or hours in a classroom or on a digital learning device. Blended learning programs must have an annual instructional calendar of not less than 910 hours.

~~Students participating in blended learning shall have the ability to earn credits by demonstrating proficiency of knowledge or skills through competency-based learning models rather than a minimum number of days or hours in a classroom or on a digital learning device. Students may advance from grade to grade based upon credits earned.~~

~~If the school alters the hours that it is open for instruction in order to adapt blended learning opportunities that apply to all students, the school shall be released from school year hourly requirements in R.C. 3313.48(A).~~

The Superintendent is authorized to develop program guidelines and specific procedures to address the following requirements:

- A. The means of personalization of student-centered learning models to meet the needs of each student.
- B. The evaluation and review of the quality of on-line curriculum delivered to students.
- C. The assessment of each participating student's progress through the curriculum. Students will ~~shall be permitted to~~ advance through each level of the curriculum based on demonstrated competency/mastery of the material.
- D. The assignment of a sufficient number of teachers to ensure a student has an appropriate level of interaction to meet the student's personal learning goals. Each participating student shall be assigned to at least one (1) teacher of record. **[NOTE: A school or classroom that implements blended learning cannot be required to have more than one (1) teacher for every 125 students.]**
- E. The method by which each participating student will have access to the digital learning tools necessary to access the on-line or digital content.
- F. The means by which each school shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to or made available to students for instructional use. The school shall provide such device or software at no cost to any student who uses a device obtained from a source other than the school.
- G. The means by which the school will ensure that teachers have appropriate training in the pedagogy of the effective delivery of on-line or digital instruction.

The Superintendent will collect, report, and track program data annually in accordance with data reporting guidelines and provide regular reports to the Board.

The Superintendent shall establish the necessary administrative guidelines and procedures to comply with State law which will thereafter be properly communicated to both students and their parents.

[R.C. 3302.41](#)

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A.C. 3301-35-03

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R.C. 3302.41

A.C. 3301-35-03

Book	Policy Manual
Section	Vol. 40, No. 1 - August 2021
Title	Vol. 40, No. 1 - August 2021 Revised EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN
Code	po5111.02
Status	From Neola
Adopted	December 13, 2010

5111.02 - **EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN**

Children of an active duty member of the United States armed services shall be entitled to all of the rights and protections afforded under the Interstate Compact on Educational Opportunity for Military Children (Compact).

The intent of this policy is to minimize the potential challenges to educational success for children of military families because of frequent moves and deployment of their parents by:

- A. facilitating the timely enrollment and placement of children of military families in educational and other school programs and activities;
- B. facilitating the on-time graduation of children of military families; and
- C. providing for the uniform collection and sharing of information between and among schools and military families.

Children of active-duty uniformed services members parents/guardians who are subject to a transfer or relocation order and will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as resident students.

Enrollment applications shall be accepted by electronic means, including those for specific schools or programs within the District.

Parents/guardians must provide proof of residence within ten (10) days after establishing residence in the District. A temporary on-base billeting facility, a purchased or leased home or apartment, or a Federal government or public-private venture off-base military housing are all acceptable forms of residency.

The children of military families shall be permitted to participate in technology-based educational opportunities to minimize disruptions when those students' families transition from one military installation to another. The District shall make necessary provisions to enable students to participate in technology-based opportunities when those students' families receive permanent change of station orders out of the state until the students are enrolled in the schools of a new local education agency.

The Superintendent shall maintain guidelines for implementation of this policy which are consistent with the Compact and State law.

The guidelines shall apply to children of military families within the state as well as between member states.

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Legal	R.C. 3301.60
	Interstate Compact on Educational Opportunity for Military Children

Book	Policy Manual
Section	Ready for Production November 2021
Title	Copy of ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS
Code	po5111
Status	
Adopted	November 19, 2007
Last Revised	April 9, 2018

5111 - **ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS**

The Board of Education establishes the following residency policy for determining eligibility to attend the schools of this District.

The Board shall provide tuition-free education for the benefit of children at least five (5) but under twenty-two (22) years of age whose parents reside in the District and such others as may be eligible pursuant to Federal and/or State law and the policies of the Board, including disabled preschool children who are at least three (3) years of age but not of compulsory school age and who are not currently enrolled in kindergarten, regardless of their citizenship or immigration status. The Board shall meaningfully communicate material information about enrollment requirements and procedures with parents, including parents who have limited proficiency in English. Access to information regarding enrollment requirements and procedures shall be available on the District's web site.

In addition, the Board shall provide tuition-free education for the benefit of a child whose grandparent(s) resides in the District and who is the subject of a:

- A. power of attorney designating the grandparent as the attorney-in-fact; or
- B. caretaker authorization affidavit executed by the grandparent that provides the grandparent with authority over the care, physical custody, and control of the child, including the ability to enroll the child in school, consent in all school related matters, and discuss with the District the child's educational progress.

In accordance with State law, the grandparent shall be considered the "parent" of the child who is the subject of the power of attorney (Form 5111 F7) or caretaker authorization affidavit (Form 5111 F8). The child may attend the schools of this District (Form 5111 F9) unless the power of attorney or caretaker authorization form was created for the sole purpose of enrolling the child in the District so that the child may participate in the academic or interscholastic programs of this District or another reason exists to exclude the child under State law. Additionally, the child may attend the schools of the District until the power of attorney or caretaker authorization affidavit terminates upon the occurrence of one (1) of the following events:

- A. the child ceases to reside with the grandparent(s);
- B. the document is terminated by court order; or
- C. either the child who is the subject of the document or the grandparent dies.

Additionally, the power of attorney terminates if it is revoked in writing by the person who created it and that person gives written notice of the revocation to the grandparent and the juvenile court with which the power of attorney was filed. Further, the caretaker authorization affidavit terminates if the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove of an action or decision of the grandparent(s) who signed the affidavit with respect to the child, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian or custodian or fails to file a complaint to seek custody within fourteen (14) days after delivery of the written notice of negation, revocation or other disapproval. It is the responsibility of the grandparent(s) to notify the District within one (1) week of the termination of the power of attorney or caretaker authorization affidavit.

The Board reserves the right to verify each student's residency and other conditions of eligibility for tuition-free education as well as the validity of the claim of any student to an education in the District. In addition, if a student has recently been discharged or released from the custody of the Department of Youth Services (DYS) and is seeking admittance or re-admittance into the District, such students will not be admitted until the records required to be released by DYS to the Superintendent have been received (see AG 5111 for listing of required records). Within twenty-four (24) hours of admission into the District, the Superintendent shall request a copy of the student's school records from the school the student most recently attended.

Nonresident Eligibility for Tuition-Free Education

A student shall be entitled to attend school in this District free of any tuition obligation under the following circumstances:

- A. A child whose parent has signed a contract to buy or build a house in this District and provides proper sworn statements shall be enrolled without payment of tuition for a period not to exceed ninety (90) days. The Superintendent is authorized to determine the number of days. The parent shall provide:
1. a sworn statement explaining the situation, the location of the house being purchased or built, and stating the parent's intention to reside there upon its completion; and
 2. a statement from the builder that the house is being built for the parent and its location or a statement from a real estate broker or bank officer confirming that the parent has a contract to purchase, that the parent is waiting upon a closing date, and that the house is at the location identified in the parent's sworn statement.

Such child shall also be eligible to participate in interscholastic athletics, if released by formal action of the district of current residency and the OHSAA.

- B. Children under a shared-parenting plan establishing both parents as "residential parents" when the child is residing with the parent, if one (1) parent resides in the District. If a student resides in another school district but attends school in this District (where one (1) parent resides), it is the obligation of the parents to provide transportation for that student from the home of the nonresident parent. Where a court has vested legal custody with only one (1) parent, the child is entitled to attend school tuition-free only in the district in which the custodial parent resides.
- C. Children of active-duty uniformed services members who are subject to a transfer or relocation order and will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as resident students in accordance with the provisions of the Interstate Compact on Educational Opportunity for Military Children (see Policy 5111.02).
- D. A child under the age of eighteen (18) years of age who is married and resides in the District.
- E. Students between the ages of eighteen (18) and twenty-two (22) who support themselves by their own labor, live apart from their parents, reside in the District, and have not successfully completed the District's high school program or their I.E.P.
- F. Students who are considered by Federal law to be illegal aliens, children or youth in foster care, and/or homeless students who are required to be admitted by Federal law and in accordance with State guidelines.
- G. A child with a medical condition that may require emergency medical attention providing a parent is employed in the District and submits the proper certification required by the Board, including a medical statement from the child's physician.
- H. A child, living with a resident other than a parent and whose parent is in the armed services outside the State of Ohio, providing the child's parent submits the appropriate affidavit stating that the parent is in the armed forces outside the State of Ohio, intends to reside in the District upon return to the State, and provides the name and address of the person with whom the child will reside. The child may attend school in the District tuition-free for a period not to exceed twelve (12) months. If the parent does not intend to reside in the District, the child may attend school as a tuition student only.
- I. A student who is living with a parent under the care of a shelter program for victims of domestic violence located in the District.
- J. A nonresident child who has been or is currently being placed for adoption with a resident of this District, unless the adoption has been terminated or another district is required to educate the child.
- K. Any student who enrolls in the District under the District's open enrollment policy.

Students Suspended or Expelled from Other District

After offering an opportunity for a hearing, the Superintendent, at his/her discretion, may deny admission to a student who has been suspended or expelled from another public school within or outside the State, for the period of unexpired time of the suspension or expulsion. If the expulsion is from an out-of-state public school, the lesser of the period of such expulsion or the period of expulsion which would have been applied had the student committed the offense in this District will be imposed. When the suspension or expulsion from the other district has expired, the student is to be admitted providing all other eligibility requirements have been met. This provision also applies to a student who is the subject of power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent.

Safe at Home/Address Confidentiality

If a parent (or adult student), presents information to the District certifying that the parent (or adult student), his/her child, or a member of the parent's household is a participant in the Safe at Home/Address Confidentiality Program administered by the Secretary of State, the Board shall use the address designated by the Secretary of State to serve as the student's address for enrollment purposes. The District shall place a copy of any certification provided by the parent in the enrollment files.

Revised 5/11/09

Revised 10/14/13

Revised 4/10/17

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Legal

R.C. 111.41, 111.42, 111.43, 111.46, 111.47, 111.99

R.C. 3313.48, 3313.64, 3313.645, 3313.649, 3313.65, 3313.66, 3313.90, 3313.97

R.C. 3313.98, 3317.08, 3317.081, 3321.01(B), 3321.03, 3323.141

R.C. 3327.04, 3327.05, 3327.06, 2152.18, 5139.05, 3313.672, 3313.533

A.C. 3301-42-01

42 U.S.C. 11431 et seq.

Book	Policy Manual
Section	Ready for Production November 2021
Title	Copy of ATTENDANCE
Code	po5200
Status	
Adopted	November 19, 2007
Last Revised	December 14, 2020

5200 - **ATTENDANCE**

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session or during the attendance sessions to which s/he has been assigned.

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

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

In accordance with [Ohio Administrative Code 3301-69-02](#), the Board considers the following factors to be reasonable excuses for time missed at school:

- 1. Illness of the child. The approving authority may require the written statement of a physician/mental health professional if it is deemed appropriate;**
- 2. Illness in the family necessitating the presence of the child. The approving authority may require the written statement of a physician and an explanation as to why the child's absence was necessary, if it is deemed appropriate;**
- 3. Quarantine of the home. The absence of a child from school under this condition is limited to the length of quarantine as determined by the proper health officials;**
- 4. Death of a relative. The absence arising from this condition is limited to a period of eighteen school hours unless a reasonable cause may be shown by the applicant child for a longer absence;**
- 5. Medical or dental appointment. The approving authority may require the written statement of a physician or dentist if it's deemed appropriate;**
- 6. Observance of religious holidays. Any child shall be excused if his/her absence was for the purpose of observing a religious holiday consistent with his/her truly held religious beliefs;**
- 7. College visitation. The approving authority may require verification of the date and time of the visitation by the college, university, or technical college;**
- 8. Absences due to a student's placement in foster care or change in foster care placement or any court proceedings related to their foster care status;**
- 9. Absences due to a student being homeless; or**
- 10. Emergency or other set of circumstances in which the judgment of the superintendent of schools constitutes a good and sufficient cause for absence from school.**

~~personal illness (a written physician's statement verifying the illness may be required)~~

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

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

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

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

Medical excused absences are those listed in reasons 1, 2, 3 and 5 above.

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

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

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

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

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

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

~~Attendance During Remote Learning~~

~~Per Ohio Revised Code, for the 2020-2021 school year only, a school district that implements a remote learning plan shall be considered to have complied with the minimum number of hours required under section 3313.48 of the Revised Code. The Wadsworth City School District will follow the guidance provided by the Ohio Department of Education as it relates to attendance during remote learning.~~

Attendance for a Student in Quarantine or Isolation

Per the guidance provided by the Ohio Department of Education, a student who is placed into quarantine or isolation as a result of COVID-19 will have his/her attendance marked as one (1) of the following:

- A. Excused under reason A: personal illness (a written physician's statement verifying the illness may be required); or

- B. Excused under reason C: quarantine of the home, ~~or~~
- C. ~~Present under remote learning if the student completed his/her coursework and/or was present for his/her virtual classes. This decision will be made by the principal after reviewing what the student did with coursework and/or classes during the quarantine or isolation period.~~

Contacting the Parent/Guardian of an Absent Student

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

Excessive Absences

When a student of compulsory school age is absent from school with combined nonmedical excused absences and unexcused absences in excess of thirty-eight (38) or more hours in one (1) school month, or sixty-five (65) or more hours in a school year, that student is considered "excessively absent" from school. The District or school shall notify the child's parent or guardian of the child's absences, in writing, within seven (7) school days after the date of the absence that triggered the notice requirement. At the same time written notice is given, any appropriate intervention action listed herein may be taken.

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

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

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

Absence Intervention Team

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

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

Each absence intervention team may vary based on the needs of each individual student but shall include a representative from the child's building, another representative from the child's building who knows the child, and the child's parent or parent's designee, or the child's guardian, custodian, guardian ad litem, or temporary custodian. The team also may include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

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

intervention plan for the child notwithstanding the absence of the child's parent/guardian/custodian, guardian ad litem, or temporary custodian.

Intervention Strategies

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

- A. provide counseling to the student
- B. request or require the student's parent to attend a parental involvement program
- C. request or require a parent to attend a truancy prevention mediation program
- D. notify the Registrar of Motor Vehicles of the student's absences
- E. take appropriate legal action

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

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

Reporting Requirements

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

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

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

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

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

Whenever any student of compulsory school age has sixty (60) consecutive hours in a single month or a total of ninety (90) hours of unexcused absence from school during the school year, s/he will be considered habitually absent under R.C. 3321.13(b)(2). The Board authorizes the Superintendent to inform the student and his/her parents, guardian, or custodian of the record of absences without a legitimate excuse as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's unexcused absences and habitually absent status.

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

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

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

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

Tracking Remote Attendance for the 2020-2021 School Year

Consistent with the District's remote learning plan (e.g., Blended Learning, On-Line Learning, etc.) Remote Learning Plan submitted to the Ohio Department of Education, the District will provide a variety of instruction models, including both teacher-led remote learning and self-directed remote learning.

Student attendance in teacher-led remote learning (synchronous web-based instruction) shall be tracked in the same manner as hourly, in-person instruction. Teachers shall determine hourly attendance by evidence of student login and logoff data.

Attendance in self-directed remote learning (asynchronous) shall be tracked by evidence of participation, which may include, but is not limited to:

1. daily logins to learning management systems;
2. daily interactions with the teacher to acknowledge attendance, which may include, but are not limited to, messages, emails, telephone calls, video chats or other formats that enable teachers to engage with students; and
3. assignment completion.

The teacher will determine the number of hours a typical student would take to complete an assignment and report those hours of attendance when the assignment is completed. A teacher (X) may adjust (the number of hours of attendance based on the length of time the student actually spent on the assignment, as reported by the student, parent, or other person with knowledge. [DRAFTING NOTE: If a teacher knows that a regular education student or special education student took "significantly" longer (i.e., more than a de minimis additional amount of time) than the "typical" amount of time to complete an assignment, the student should be given additional attendance "credit." The administration will need to determine how it intends to verify the amount of time the student or parent reports it took the child to complete the assignment from the time a "typical" student would be expected to take to complete the assignment.]

R.C. 2151.011, 3313.6643313.668, 3317.034, 3321.01 et seq., 3321.13(B)(2), 3321.19, 3321.191
R.C. 3321.22, 3321.38, 3323.041, 3331.05
A.C. 3301-35-03(G), 3301-47-01, 3301-69-02

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

R.C. 3321.22, 3321.38, 3323.041, 3331.05

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

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised STUDENT MENTAL HEALTH AND SUICIDE PREVENTION
Code	po5350
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2019

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

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

In accordance with law, the Board will provide appropriate instruction on personal safety and assault prevention to all students in grades K-6. Additionally, beginning in the 2023-2024 school year, the District will include in health education at least one (1) hour (or a standard class period) of evidence-based instruction for students in grades 6-12 in each of the following topics:

- A. suicide awareness and prevention;
- B. safety training and violence prevention; and
- C. social inclusion.

The Board shall use a training program that is approved by the Ohio Department of Education (ODE). Instruction may be provided during student assemblies, digital learning, and homework to satisfy the instruction requirement. Upon request of a parent/guardian, a student will be excused from instruction in these areas.

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

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

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

The Board shall adopt or adapt an evidence-based awareness and prevention curriculum approved by the Ohio Department of Education (ODE), or alternatively will utilize a suicide awareness and prevention curriculum that has been developed in consultation with public or private agencies/persons involved in youth suicide awareness and prevention and that has been approved by the ODE.

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

- Step 1 - Stabilization
- Step 2 - Assessment of the Risk
- Step 3 - Use of Appropriate Risk Procedure
- Step 4 - Communication with Appropriate Parties

Step 5 - Follow-up

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

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R.C. 3319.073

767 F2d 651 (1985)

Book	Policy Manual
Section	Ready for Production November 2021
Title	Copy of ACADEMIC ACCELERATION, EARLY ENTRANCE TO KINDERGARTEN, AND EARLY HIGH SCHOOL GRADUATION
Code	po5408
Status	
Adopted	November 19, 2007

5408 - **ACADEMIC ACCELERATION, EARLY ENTRANCE TO KINDERGARTEN, AND EARLY HIGH SCHOOL GRADUATION**

In accordance with the belief that all children are entitled to an education commensurate with their particular needs, students who can exceed the grade-level indicators and benchmarks set forth in the standards must be afforded the opportunity and be encouraged to do so.

The Board of Education believes that such students often require access to advanced curriculum in order to realize their potential contribution to themselves and society.

All children learn and experience success given time and opportunity, but the degree to which academic content standards are met and the time it takes to reach the standards will vary from student to student. The Board believes that all students, including advanced learners, should be challenged and supported to reach their full potential. For many advanced learners, this can best be achieved by affording them access to curriculum, learning environments, and instructional interventions more commonly provided to older peers.

This policy describes the process that shall be used for evaluating students for possible accelerated placement and identifying students who should be granted early admission to kindergarten, accelerated in one or more individual subject areas, promoted to a higher grade level than their same-age peers, and granted early graduation from high school.

Referrals and Evaluation

- A. Any student residing in the District may be referred by a teacher, administrator, gifted education specialists, guidance counselor, school psychologists, or a parent or legal guardian of the student to the principal of his/her school for evaluation for possible accelerated placement. A student may refer himself/herself or a peer through a staff member who has knowledge of the referred child's abilities.
- B. Copies of this policy and referral forms for evaluation for possible early entrance, whole-grade acceleration, individual subject acceleration, and early high school graduation shall be made available to staff and parents at each school building. The principal of each school building (or his/her designee) shall solicit referrals of students for evaluation for possible accelerated placement annually, and ensure that all staff s/he supervises are aware of procedures for referring students for evaluation for possible accelerated placement.
- C. The principal (or his/her designee) of the referred students' school shall obtain written permission from the student's parent(s) or legal guardian(s) to evaluate the student for possible accelerated placement. The District shall evaluate all students who are referred for evaluation and whose parent(s) or legal guardian(s) have granted permission to evaluate the student for possible accelerated placement.
- D. Children who are referred for evaluation for possible accelerated placement sixty (60) or more days prior to the start of the school year shall be evaluated in advance of the start of the school year so that the child may be placed in the accelerated placement on the first day of school. Children who are referred for possible accelerated placement sixty (60) or more days prior to the start of the second semester shall be evaluated for possible accelerated placement at the start of the second semester. In all other cases, evaluations of a referred child shall be scheduled at the student's principal's discretion and placed in the accelerated setting(s) at the time recommended by the acceleration evaluation committee – if the committee determines the child should be accelerated. Pursuant to Ohio revised code 3321.01, all children who will be the proper age for entrance to kindergarten or first grade by the first day of January of the school year for which admission is requested shall be evaluated upon the request of the child's parent or legal guardian. Children who will not yet be the proper age for entrance to kindergarten or first grade by the first day of January of the school year for which admission is requested shall also be evaluated for possible early admittance if referred by an educator within the District, a pre-school educator who knows the

child, or pediatrician or psychologist who knows the child. Children who will not yet be the proper age for entrance to kindergarten or first grade by the first day of January of the school year for which admission is requested may also be evaluated for possible early admittance at the discretion of the principal of the school to which the student may be admitted.

- E. A parent or legal guardian of the evaluated student shall be notified in writing of the outcome of the evaluation process within forty-five (45) days of the submission of the referral to the referred student's principal. This notification shall include instructions for appealing the outcome of the evaluation process.
- F. A parent or legal guardian of the referred student may appeal in writing the decision of the evaluation committee to the Superintendent within thirty (30) days of being notified of the committee's decision. The Superintendent shall review the appeal and notify the parent or legal guardian who filed the appeal of his/her final decision within thirty (30) days of receiving the appeal. The Superintendent's decision shall be final. However, the student may be referred and evaluated again at the next available opportunity, if s/he is again referred for evaluation by an individual eligible to make referrals as described in this policy.

Acceleration Evaluation Committee

Composition

- A. The referred student's principal (or his/her designee) shall convene an evaluation committee to determine the most appropriate available learning environment for the referred student. This committee shall be comprised of the following:

1. a principal or assistant principal from the child's current school
2. a current teacher of the referred student (with the exception of students referred for possible early admission to kindergarten)
3. a teacher at the grade level to which the student may be accelerated (with the exception of students referred for possible early graduation from high school)
4. a parent or legal guardian of the referred student or a representative designated by a parent or legal guardian of the referred student
5. a gifted education coordinator or gifted intervention specialist

If a gifted coordinator or gifted intervention specialist is not available in the District, a school psychologist or guidance counselor with expertise in the appropriate use of academic acceleration may be substituted.

- B. The acceleration evaluation committee shall be charged with the following responsibilities:

1. The acceleration evaluation committee shall conduct a fair and thorough evaluation of the student.
 - a. Students considered for whole-grade acceleration and early entrance to kindergarten shall be evaluated using an acceleration assessment process approved by the Ohio Department of Education. The committee shall consider the student's own thoughts on possible accelerated placement in its deliberations.
 - b. Students considered for individual subject acceleration shall be evaluated using a variety of data sources, including measures of achievement based on State academic content standards (in subjects for which the State had approved content standards) and consideration of the student's maturity and desire for accelerated placement. The committee shall consider the student's own thoughts on possible accelerated placement in its deliberations.
 - c. Students referred for possible early high school graduation shall be evaluated based on past academic performance, measures of achievement based on State academic content standards, and successful completion of State mandated graduation requirements. The committee shall consider the student's own thoughts on possible accelerated placement in its deliberations.
2. The acceleration evaluation committee shall issue a written decision to the principal and the student's parent or legal guardian based on the outcome of the evaluation process. If a consensus recommendation cannot be reached by the committee, a decision regarding whether or not to accelerate the student will be determined by a majority vote of the committee membership.

3. The acceleration evaluation committee shall develop a written acceleration plan for students who will be admitted early to kindergarten, whole-grade accelerated, or accelerated in one or more individual subject areas. The parent(s) or legal guardian(s) of the student shall be provided with a copy of the written acceleration plan. The written acceleration plan shall specify:
 - a. placement of the student in an accelerated setting;
 - b. strategies to support a successful transition to the accelerated setting;
 - c. requirements and procedures for earning high school credit prior to entering high school (if applicable); and,
 - d. an appropriate transition period for accelerated placement for early entrants to kindergarten, grade-level accelerated students, and students accelerated in individual content areas.
4. For students the acceleration evaluation committee recommends for early high school graduation, the committee shall develop a written acceleration plan designed to allow the student to complete graduation requirements on an accelerated basis. This may include the provision of educational options in accordance with Ohio Administrative Code 3301-35-06(G), waiving District prerequisite requirements for enrolling in advance courses, waiving District graduation requirements that exceed those required by the State, and a higher grade level to allow the student to take end-of-course examinations or other required State tests. ~~and early promotion to sophomore (or higher) status to allow the student to take the Ohio Graduation Test.~~
5. The acceleration evaluation committee shall designate a school staff member to ensure successful implementation of the written acceleration plan and to monitor the adjustment of the student to the accelerated setting.

Accelerated Placement

- A. The acceleration evaluation committee shall specify an appropriate transition period for accelerated placement for early entrants to kindergarten, grade-level accelerated students, and students accelerated in individual subject areas.
 1. At any time during the transition period, a parent or legal guardian of the student may request in writing that the student be withdrawn from accelerated placement. In such cases, the principal shall remove the student without repercussion from the accelerated placement.
 2. At any time during the transition period, a parent or legal guardian of the student may request in writing an alternative accelerated placement. In such cases, the principal shall direct the acceleration committee to consider other accelerative options and issue a decision within thirty (30) days of receiving the request from the parent or legal guardian. If the student will be placed in an accelerated setting different from that initially recommended by the acceleration evaluation committee, the student's written acceleration plan shall be revised accordingly, and a new transition period shall be specified.
- B. At the end of the transition period, the accelerated placement shall become permanent. The student's records shall be modified accordingly, and the acceleration implementation plan shall become part of the student's permanent record to facilitate continuous progress through the curriculum.

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised STUDENT HAZING
Code	po5516
Status	
Adopted	November 19, 2007

5516 - STUDENT HAZING

Hazing activities of any type are inconsistent with and disruptive to the educational process, and prohibited at any time in school facilities, on school property, and/or off school property if the misconduct is connected to or associated with Board-sponsored activities (e.g., extracurricular teams, clubs, or groups) or incidents that have occurred on school property. No administrator, employee, faculty member, teacher, consultant, alumnus, or volunteer of the District shall encourage, permit, authorize, condone, or tolerate any hazing activities. The preceding prohibition includes recklessly permitting the hazing of any person associated with the District. Additionally, no student shall plan, encourage, or engage in any hazing.

Hazing is defined as doing any act or coercing another, including the victim, to do any act of initiation into any class, team, or organization or any act to continue or reinstate membership in or affiliation with any class, team, or organization that causes or creates a substantial risk of causing mental or physical harm to any person, including coercing another to consume alcohol or a drug of abuse. No person shall recklessly participate in the hazing of another. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

Administrators, employees, faculty members, teachers, and other people contracted directly or indirectly (through a third-party provider) with the board of education consultants, () alumni, or (X) volunteers of the District shall be alerted to possible situations, circumstances, or events that might include hazing. If hazing or planned hazing is discovered, the students involved shall be informed by the discoverer of the prohibitions contained in this policy and shall be ordered to end all hazing activities or planned activities immediately. All hazing incidents shall be reported immediately to the Superintendent. Additionally, no administrator, employee, faculty member, teacher, consultant, alumnus, or volunteer of the District who is acting in an official and professional capacity shall recklessly fail to immediately report the knowledge of hazing to a law enforcement agency in the county in which the victim of hazing resides or in which the hazing is occurring or has occurred. Students, administrators, employees, faculty members, and teachers who fail to abide by this policy may be subject to disciplinary action and may be held personally liable for civil and criminal penalties in accordance with law. (X) Likewise, other people contracted directly or indirectly (through a third-party provider) with the board of education consultants, () alumni, and (X) volunteers associated with the District who fail to abide by this policy may be prohibited from continuing their involvement and/or participation in activities associated with the District and may be held personally liable for civil and criminal penalties in accordance with law. ✕✕

The Superintendent shall distribute this policy to all students, Board employees, consultants, and volunteers, and shall incorporate it into building, staff, and student handbooks. It shall also be posted on the District's website. This policy shall be the subject of discussion at employee staff meetings or in-service programs.

Board employees, other people contracted directly or indirectly (through a third-party provider) with the board of education consultants, and volunteers shall not intentionally remain ignorant of hazing or potential hazing activities. ✕

~~Hazing activities of any type are inconsistent with and disruptive to the educational process, and prohibited at any time in school facilities, on school property, and/or off school property if the misconduct is connected to activities or incidents that have occurred on school property. No administrator, faculty member, or other Board of Education employee shall encourage, permit, authorize, condone, or tolerate any hazing activities. No student shall plan, encourage, or engage in any hazing.~~

~~Hazing is defined as performing any act or coercing another, including the victim, to perform any act of initiation into any class, team, or organization that causes or creates a substantial risk of causing mental or physical harm. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.~~

~~Administrators, faculty members, and other employees of the Board shall be alerted to possible situations, circumstances, or events that might include hazing. If hazing or planned hazing is discovered, the students involved shall be informed by the discoverer of the prohibitions contained in this policy and shall be ordered to end all hazing activities or planned activities immediately. All hazing incidents shall be reported immediately to the Superintendent. Students, administrators, faculty members, and other employees who~~

~~fail to abide by this policy may be subject to disciplinary action and may be held personally liable for civil and criminal penalties in accordance with law.~~

~~The Superintendent shall distribute this policy to all students and Board employees, and shall incorporate it into building, staff, and student handbooks. It shall also be the subject of discussion at employee staff meetings or in-service programs.~~

~~Administrators, staff members and volunteers shall not intentionally remain ignorant of hazing or potential hazing activities.~~

R.C. 2307.44, 2903.31, 2903.311, 3313.661_

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R.C. 2307.44, 2903.31, 2903.311, 3313.661

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - Revised POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS AND LIMITED USE OF RESTRAINT AND SECLUSION
Code	po5630.01
Status	
Adopted	September 30, 2013
Last Revised	April 10, 2017

5630.01 - **POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS AND LIMITED USE OF RESTRAINT AND SECLUSION**

The Board of Education is committed to implementation of Positive Behavior Intervention and Supports (PBIS) framework on a District-wide basis and the establishment of a school environment focused on the care, safety, and welfare of all students and staff members. Staff are directed to work to prevent the use of physical restraint and/or seclusion. The PBIS framework shall serve as the foundation for the creation of a learning environment that promotes the use of evidence-based academic and behavioral practices aimed at enhancing academic, social and behavioral outcomes for all students. An emphasis shall be placed on promoting positive interventions and solutions to potential crises. If a student's behavior, however, presents a threat of immediate physical harm to the student or others, staff may, as a last resort (i.e., there is no other safe and effective intervention available) and in accordance with the terms of this policy, use approved physical restraint or seclusion to maintain a safe environment.

~~The Board is committed to the District wide use of Positive Behavior Intervention and Supports (PBIS) with students and the establishment of a school environment focused on the care, safety, and welfare of all students and staff members. Student Personnel shall work to prevent the need for the use of restraint and/or seclusion. PBIS shall serve as the foundation for the creation of a learning environment that promotes the use of evidence based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students. An emphasis shall be placed on promoting positive interventions and solutions to potential conflicts. PBIS emphasizes prevention of student behavior problems through the use of non-aversive techniques, which should greatly reduce, if not eliminate, the need to use restraint and/or seclusion.~~

~~Professional staff members and support staff determined appropriate by the Superintendent are permitted to physically restrain and/or seclude a student, but only when there is immediate risk of physical harm to the student and/or others, there is no other safe and effective intervention possible, and the physical restraint or seclusion is used in a manner that is age and developmentally appropriate~~

~~(-) and protects the safety of all children and adults at school.~~

All physical restraint and seclusion shall only be done in accordance with this policy, which is based on the standards adopted by the State Board of Education regarding the use of student restraint and seclusion.

Training in methods of PBIS and the use of physical restraint and seclusion will be provided to all professional staff and support staff determined appropriate by the Superintendent. Training will be in accordance with the State's Standards. ~~⊖~~Absent an emergency, only school staff who are trained in permissible seclusion and physical restraint measures shall use such techniques.

Every use of restraint and seclusion shall be documented and reported in accordance with this policy.

The Board shall annually notify parents of this policy, which will be published~~and publish it~~ on the District's website.

DEFINITIONS

Aversive behavioral interventions means interventions that are~~an intervention that is~~ intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including such interventions as application of noxious, painful, and/or intrusive stimuli, including any form of noxious, painful, or intrusive spray, inhalant, or taste, or other sensory stimuli such as climate control, lighting, and sound.

Behavioral Intervention Plan ("BIP") means a comprehensive plan for managing problem behavior by changing or removing contextual factors that trigger or maintain it, by strengthening replacement skills, teaching new skills and by providing positive

behavior intervention and supports and services to address behavior.

Chemical restraint means a drug or medication used to control a student's behavior or restrict freedom of movement that is not:

- A. Prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under Ohio law, for the standard treatment of a student's medical or psychiatric condition; and
- B. Administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under Ohio law.

De-escalation techniques are interventions that are used to prevent violent and aggressive behaviors and reduce the intensity of threatening, violent and disruptive incidents. ~~strategically employed verbal or non-verbal interventions used to reduce the intensity of threatening behavior before a crisis situation occurs.~~

Functional behavior assessment (FBA) is a school-based process for students with disabilities and students without disabilities that includes the student's parent and, as appropriate, the child, to determine why a child engages in challenging behaviors and how the behavior relates to the child's environment. Consent from the parent and, as appropriate, the child (eighteen (18) years of age or older), must be obtained at the initial Functional Behavior Assessment. ~~collaborative problem-solving process that is used to describe the function or purpose that is served by a student's behavior. Understanding the function that an impeding behavior serves for the student assists directly in designing educational programs and developing behavior plans with a high likelihood of success.~~

Mechanical restraint means any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body, by using an appliance or device manufactured for this purpose. Mechanical restraint does not mean a device ~~devices~~ used by trained Student Personnel ~~school personnel~~, or used by a student, for the specific and approved therapeutic or safety purposes for which the ~~such~~ devices was ~~were~~ designed and, if applicable, prescribed, including:

- A. restraints for medical immobilization;
- B. adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or
- C. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Parent means:

- A. a biological or adoptive parent;
- B. a guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the State if the child is a ward of the State);
- C. an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare;
- D. a surrogate parent who has been appointed in accordance with Ohio Administrative Code 3301-51-05(E); or
- E. any person identified in a judicial decree or order as the parent of a child or the person with authority to make educational decisions on behalf of the child.

Physical escort means the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.

Physical restraint means the use of physical contact that immobilizes or reduces the ability of a student to move the student's ~~his/her~~ arms, legs, body, or head freely. Physical restraint does not include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does not include brief physical contact for the following or similar purposes to:

- A. break up a fight;
- B. knock a weapon away from a student's possession;

- C. calm or comfort;
- D. assist a student in completing a task/response if the student does not resist the contact; or
- E. prevent imminent risk of injury to the student or others~~an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).~~

Positive Behavior Intervention and Supports (PBIS) means a ~~school-wide, behavioral framework developed and implemented for the purpose of improving systematic approach to embed evidence-based practice and data-driven decision-making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students. multi-tiered, school-wide, behavioral framework developed and implemented for the purpose of improving academic and social outcomes, and increasing learning for all students.~~ PBIS includes a decision-making framework that guides selection, integration, and implementation of evidence-based academic and behavior practices for improving academic and behavior outcomes for all students. PBIS encompasses a range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behaviors to students.

PBIS Leadership Team means the assigned team at the District and building level that plans, coaches and monitors PBIS implementation in the District and buildings. The PBIS Leadership Teams may include, but is not limited to, school administrators, teacher representatives across grade level and programs, staff able to provide behavioral expertise, and other representatives identified by the District or school such as bus drivers, food service staff, custodial staff, and paraprofessionals.

~~**Positive Behavior Support Plan** means the design, implementation, and evaluation of individual or group instructional and environmental modifications, including programs of behavioral instruction, to produce significant improvements in behavior through skill acquisition and the reduction of problematic behavior.~~

Prone restraint means physical or mechanical restraint while the student is in the face-down position, ~~for an extended period of time.~~

Seclusion means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier. It does not include a timeout.

Student means an individual~~a child or adult aged three (3) to twenty-one (21)~~ enrolled in the District.

Student Personnel means teachers, principals, counselors, social workers, school resource officers, teachers' aides, psychologists, bus drivers, related service providers, nursing staff, or other District staff who interact directly with students.

Timeout means a behavioral intervention in which the student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS FRAMEWORK

The District will implement PBIS on a system-wide basis in accordance with R.C. 3319.46 and A.C. 3301-35-15. The District's PBIS framework involves comprehensive, school-wide data systems that enable monitoring of academic progress, behavioral incidents, attendance, and other critical indicators across classrooms. The administration is encouraged to use data-based decision making to select, monitor, and evaluate outcomes, practices, and systems. The PBIS framework further involves a school-wide investment in evidence-based curricula and effective instructional strategies, matched to students' needs, and data to support teachers' academic instruction. Evidence-based practices along a multi-tiered continuum of supports will be used. The District's PBIS framework will further focus on improving staff climate and culture regarding the role of discipline in the classroom, by using positive and proactive communication and staff recognition. Finally, classroom practices shall be linked to and aligned with the school-wide system so progress monitoring can occur with fidelity and target outcomes. The PBIS framework will strive to enable accurate and sustainable implementation of practices.

As part of its implementation of the PBIS framework, the District will provide Student Personnel with appropriate professional development, engage in explicit instruction of school-wide behavior expectation, employ consistent systems of acknowledging and correcting behavior, create teaching environments designed to eliminate behavior triggers, and promote family and community involvement.

~~Positive Behavior Intervention and Supports (PBIS) creates structure in the environment using a non-aversive effective behavioral system to improve academic and behavior outcomes for all students.~~

The PBIS framework~~prevention-oriented framework or approach~~ shall apply to all students and staff, and in all settings. It shall include:

~~PBIS shall include:~~

- A. school staff trained to identify conditions such as where, under what circumstances, with whom, and why specific behaviors ~~inappropriate behavior may~~ occur;
- B. ~~preventative~~ functional behavior assessments that include:
 - 1. review of existing data;
 - 2. interviews with parents, family members, and students; and
 - 3. examination of previous and existing behavior ~~at~~ intervention plans.
- C. development and implementation of positive behavior interventions and supports ~~preventative behavioral interventions~~, and the teaching of appropriate behavior, including:
 - 1. modification of environmental factors that escalate inappropriate behavior;
 - 2. supporting the attainment of appropriate behavior; and
 - 3. use of ~~verbal~~ de-escalation techniques to defuse potentially violent dangerous behavior.

PROFESSIONAL DEVELOPMENT FOR IMPLEMENTATION OF PBIS

In order to successfully implement the PBIS framework on a District-wide basis, the Board shall provide or Student Personnel shall receive professional development as follows:

- A. the professional development will occur at least every three (3) years;
- B. the professional development must be provided by a building or District PBIS Leadership Team or an appropriate State, regional, or national source in collaboration with the building or District PBIS Leadership Team;
- C. the trained PBIS Leadership team will provide the professional development in accordance with the District-developed PBIS training plan, which the Superintendent will develop;
- D. the Superintendent shall retain records of completion of the professional development; and
- E. the professional development will include the following topics:
 - 1. an overview of PBIS;
 - 2. the process for teaching behavioral expectations;
 - 3. data collection;
 - 4. implementation of PBIS with fidelity;
 - 5. consistent systems of feedback to students for acknowledgment of appropriate behavior and corrections for behavior errors; and
 - 6. consistency in discipline and discipline referrals.
- F. the training will be appropriately modified for the intended audience.

The Superintendent is charged with arranging for continuous training structures to be in place to provide ongoing coaching and implementation with fidelity.

SECLUSION

Seclusion may be used only when a student's behavior poses an immediate risk of physical harm to the student or others and no other safe ~~or~~ and effective intervention is ~~available~~ possible. Seclusion may be used only as a last resort ~~to provide safety intervention that provides~~ the student with an opportunity to regain control of ~~the student's his/her~~ actions. Seclusion must be used in a manner that is age and developmentally appropriate, for the minimum amount of time necessary for the purpose of protecting the student and/or others from physical harm, and otherwise in compliance with this policy and the Ohio Department of Education's (ODE) ~~model~~ corresponding policy.

Seclusion shall be implemented only by Student Personnel who are trained ~~have been trained in accordance with this Policy~~ to protect the care, welfare, dignity, and safety of the student, including trained to detect indications of physical or mental distress that require removal and/or immediate medical assistance. Student Personnel must document their observations of the student during the seclusion.

Additional requirements for the use of seclusion:

If Student Personnel use seclusion, they must:

- A. continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- B. use communication ~~verbal~~ strategies and research-based de-escalation techniques in an effort to help the student regain control (X) as quickly as possible;
- C. remove the student from seclusion when the immediate risk of physical harm to the student and/or others has dissipated;
- D. assess the student for injury or psychological distress after the use of seclusion, and monitor the student as needed following the incident;
- E. conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- F. complete all required reports and document their observations of the student ~~;~~;
- G. ~~ensure safety of other students and protect the dignity and respect of the student involved;~~);
- H. ~~(-) combine the use of seclusion with other non-physical interventions (which are always preferred) that will diminish the need for seclusion in the future;~~
- I. ~~(-) if at any point the staff assess that the intervention is insufficient to maintain safety of all involved, contact emergency personnel;~~
- J. ~~(-) use seclusion for the least amount of time necessary.~~

Requirements for a room or area used for seclusion:

A room or area used for seclusion must provide for adequate space, lighting, ventilation, and clear visibility in order to allow Student Personnel to observe the student. ~~clear visibility, and the safety of the student.~~

A room or area used for seclusion must not be locked or otherwise prevent the student from exiting the area should staff become incapacitated or leave the area.

Additional prohibited seclusion practices:

~~Seclusion shall never be used as a punishment or to force compliance.~~

Seclusion shall not be used:

- A. for the convenience of staff;
- B. as a substitute for an educational program;
- C. as a form of discipline or punishment;

- D. as a substitute for other less restrictive means of assisting a student in regaining control~~less restrictive alternatives~~;
- E. as a substitute for inadequate staffing;
- F. as a substitute for staff training in positive behavior intervention and supports framework and crisis management~~supports framework and crisis management prevention and intervention~~; or
- G. as a means to coerce, retaliate, or in a manner that endangers a student~~;~~ or
- H. ~~if it deprives the student of basic needs.~~

Seclusion of preschool-age children is prohibited, except that a preschool-age child may be separated from~~secluded from his or her~~ classmates, either in the classroom or in a safe, lighted, and well-ventilated space, for an amount of time that is brief in duration and appropriate to the child's age and development, if the child is always within sight and hearing of a preschool staff member.

PHYSICAL RESTRAINT

Prone restraint, including any physical restraint that obstructs the airway of the student, or any physical restraint that impacts a student's primary mode of communication, is prohibited. Student Personnel may use physical restraint only as a last resort and in accordance with this policy and the requirements of A.C. 3301-35-15.~~There are different types of restraint, as defined above, including physical restraint, prone restraint, mechanical restraint, and chemical restraint. The use of restraint other than physical restraint is prohibited.~~

Physical restraint may be used only when the student's behavior poses an immediate risk of physical harm to the student and/or others and no other safe ~~and/or~~ effective intervention is available~~possible~~. The physical restraint must be implemented in a manner that is age and developmentally appropriate, does not obstruct the student's ability to breathe, does not interfere with the student's ability to communicate in the student's his/her primary language or mode of communication, and otherwise in compliance with this policy and the ODE's corresponding model policy.

Only Student Personnel trained in safe restraint techniques may implement p~~Physical restraint, shall be implemented only by Student Personnel who have been trained in accordance with this Policy to protect the care, welfare, dignity and safety of the student,~~ except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available. Student Personnel must be trained to protect the care, welfare, dignity, and safety of the student.

Additional requirements for the use of physical restraint:

If Student Personnel use physical restraint, they must:

- A. continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- B. use communication~~verbal~~ strategies and research-based de-escalation techniques in an effort to help the student regain control **(X)** as quickly as possible;
- C. remove the student from physical restraint immediately when the immediate risk of physical harm to the student and/or others has dissipated;
- D. assess the student for injury or psychological distress after the use of physical restraint, and monitor the student as needed following the incident;
- E. conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- F. complete all required reports and document their observations of the student~~;~~;
- G. ~~(-) implement in a manner that accommodates age and body size diversity;~~
- H. ~~(-) ensure safety of other students and protect the dignity and safety of the student involved;~~
- I. ~~(-) combine with other non-physical interventions (which are always preferred) that will diminish the need for physical intervention in the future;~~

- J. ~~(-) use the least amount of force necessary for the least amount of time necessary;~~
- K. ~~(-) if at any point the staff assesses that the intervention is insufficient to maintain safety for all involved, contact emergency personnel;~~

Physical restraint shall not be used for punishment or discipline, or as a substitute for other less restrictive means of assisting a student in regaining control.

Prohibited ~~Restraint~~ Practices

The following ~~restraint~~ practices are prohibited under all circumstances, including emergency safety situations:

- A. prone restraint; ~~as defined in Executive Order 2009-13 (which defines prone restraint to mean all items or measures used to limit or control the movement or normal functioning of any portion, or all, of an individual's body while the individual is in a face-down position for an extended period of time);~~
- B. any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that:
 - 1. involves the use of pinning down a student by placing knees to the torso, head, or neck of the student;
 - 2. uses pressure point, pain compliance, or joint manipulation techniques;
 - 3. otherwise involves techniques that are used to unnecessarily cause pain;
 - 4. ~~causes loss of consciousness or harm to the neck or restricting respiration in any way)(-;~~
 - 5. ~~involves dragging or lifting of the student by the hair or ear or any type of mechanical restraint;)(-~~
 - 6. ~~(-) uses other students or untrained staff to assist with the hold or restraint;~~
 - 7. ~~(-) involves securing a student to another student or fixed object;~~
- C. corporal punishment as defined in R.C. 3319.41;
- D. child endangerment as defined in R.C. 2919.22;
- E. deprivation of basic needs;
- F. ~~physical restraint that restricts the airway of a student or obstructs the student's ability to breathe;~~
- G. ~~physical restraint that impacts the student's primary mode of communication;~~
- H. seclusion or restraint of preschool-age students in violation of A.C. 3301-37-10(D) and A.C. 3301-35-15; ~~except for holding a child for a short period of time, such as in a protective hug, so that the child may regain control;~~
- I. ~~restraint that deprives the student of basic needs;~~
- J. ~~restraint that unduly risks serious harm or needless pain to the student, including physical restraint that involves the intentional, knowing, or reckless use of any of the following techniques:~~
 - 1. ~~using any method that is capable of causing loss of consciousness or harm to the neck or restricting/obstructing respiration in any way;~~
 - 2. ~~pinning down the student by placing knees to the torso, head and/or neck of the student;~~
 - 3. ~~using pressure points, pain compliance, or joint manipulation;~~
 - 4. ~~dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;~~
 - 5. ~~using other students or untrained staff to assist with the hold or restraint; or~~

6. ~~securing the student to another student or to a fixed object;~~K. mechanical restraint; ~~-(that does not include devices used by trained Student Personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed); or~~L. chemical restraint; ~~-(which does not include medication administered as prescribed by a licensed physician);~~M. aversive behavioral interventions; andN. seclusion in a locked room or area.**~~ADDITIONAL PROHIBITED PRACTICES~~**~~The following practices are prohibited under all circumstances, including emergency safety situations:~~A. ~~corporal punishment;~~B. ~~child endangerment as defined in Ohio Revised Code 2919.22; and~~C. ~~aversive behavioral interventions.~~**CONTACT LAW ENFORCEMENT AND/OR EMERGENCY RESPONSE PERSONNEL**

In accordance with the Board's Emergency Management Plan (see Policy 8400), District personnel shall contact law enforcement and/or appropriate emergency response personnel if at any point they determine that an intervention (either a physical restraint or seclusion) is insufficient to maintain the safety of all involved.

MULTIPLE INCIDENTS OF RESTRAINT AND/OR SECLUSION – CONDUCTING A FUNCTIONAL BEHAVIORAL ASSESSMENT AND DEVELOPING A BEHAVIOR INTERVENTION PLAN**~~FUNCTIONAL BEHAVIORAL ASSESSMENT AND BEHAVIOR INTERVENTION PLAN~~**

After a student's third incident of physical restraint or seclusion in a school year, a meeting must occur within ten (10) school days of the third incident as follows:

- A. For a student who has been found eligible for special education services or has a 504 plan, the student's individualized education program or 504 team must meet to consider the need to conduct or develop a FBA or BIP, or amend an existing FBA or BIP.
- B. For all other students (i.e., students not described in the preceding paragraph), a team, consisting of the student's parent, an administrator or designee, a teacher of the student, a staff member involved in the incident (if not the teacher or administrator already invited), and other appropriate staff members must meet to discuss the need to conduct or review a FBA and/or develop a BIP.
- C. Nothing in this section is meant to prevent the completion of a FBA or BIP for any student who might benefit from these measures, but has fewer than three (3) incidents of restraint or seclusion.
- D. Nothing in this section is meant to prevent the District from conducting any evaluations or other obligations the staff feel are appropriate under the Individuals with Disabilities Education Improvement Act.

~~If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, District personnel shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, District personnel shall also develop a behavior intervention plan that incorporates positive behavioral interventions.~~

TRAINING AND PROFESSIONAL DEVELOPMENT FOR USE OF CRISIS MANAGEMENT AND DE-ESCALATION TECHNIQUES

The District shall provide training and professional development for the use of crisis management and de-escalation techniques that includes the use of restraint and seclusion. Specifically, the District shall annually train an appropriate number of personnel in each building in evidence-based crisis management and de-escalation techniques, as well as the safe use of physical restraint and seclusion. At a minimum, the training will cover the following topics: as follows:

- A. proactive measures to prevent the use of seclusion or restraint;
- B. crisis management;
- C. documentation and communication about the restraint or seclusion with appropriate parties;
- D. the safe use of restraint and seclusion;
- E. instruction and accommodation for age and body size diversity;
- F. directions for monitoring signs of distress during and following physical control; and
- G. debriefing practices and procedures.

The training will occur face-to-face and allow for a simulated experience of administering and receiving physical restraint so that participants can demonstrate proficiency in the topics identified above.

The Superintendent is charged with maintaining written or electronic documentation concerning the training provided that includes the following:

- A. the name, position, and building assignment of each person who has completed training;
- B. the name, position, and credentials of each person who has provided the training;
- C. when the training was completed; and
- D. what protocols, techniques, and materials were included in training.

As part of the required training, Student Personnel shall be trained to perform the following functions:

- A. identify conditions such as: where, under what conditions, with whom and why specific inappropriate behavior may occur; and
- B. use preventative assessments that include at least the following:
 - 1. a review of existing data;
 - 2. input from parents, family members, and students; and
 - 3. examination of previous and existing behavior intervention plans.

~~All Student Personnel, as defined in this Policy, shall be trained annually on the requirements of the Ohio Department of Education's Policy on Positive Behavior Intervention and Supports, and Restraint and Seclusion, Ohio Administrative Code 3301-35-15; and this Policy.~~

- ~~A. The Superintendent, in consultation with each school building's principal~~

~~(-) and/or assistant principal~~

~~, shall identify which District employees should receive additional training so that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques, including the use of restraint and seclusion. District employees who receive such additional training must keep their training current in accordance with the requirements of the provider of the training.~~

- ~~B. The Superintendent shall develop a plan to provide training to school personnel, as defined in this Policy, so that Positive Behavior Intervention and Supports are implemented on a District wide basis.~~

~~[] Implementation of PBIS throughout the District may be a multi-year process, with training taking place over several years.~~

~~The District shall maintain written or electronic documentation on training provided and lists of participants in each training.~~

Only individuals trained in accordance with this policy in the appropriate use of restraint and seclusion may use those techniques.

MONITORING AND COMPLAINT PROCEDURES

The Superintendent shall monitor the implementation of ~~A.C. 3301-35-15 and this policy~~ A.C. 3301-35-15 and this policy, and annually conduct a review of A.C. 3301-35-15 and this policy related to the use of PBIS, physical restraint, and seclusion. Additionally, the administration will annually notify parents of the District's policy and procedures related to the requirements of PBIS, physical restraint, and seclusion, including the following complaint process.

Any parent of a child enrolled in school in the District may submit a written complaint to the Superintendent regarding an incident of restraint or seclusion. The Superintendent shall investigate each written complaint and respond in writing to the parent's complaint within thirty (30) days of receipt of the complaint. The Superintendent will make reasonable efforts to have an in-person follow-up meeting with the parent.

~~[] If the parent is not satisfied with the response provided, the parent may request to meet with the Board in executive session to address the situation.~~

A parent may also file a complaint with local law enforcement, the county department of job and family services, or the office of integrated student supports within the Ohio Department of Education. The procedures and timeline for filing a complaint with the Ohio Department of Education are outlined in A.C. 3301-35-15(L).

[X] A parent of a child with a disability (as defined by R.C. 3323.01) may file a complaint with the Ohio Department of Education, Office of Exceptional Children, in accordance with the complaint procedures available under A.C. 3301-51-05(K)(4)-(6).

REQUIREMENTS FOLLOWING AN INCIDENT OF SECLUSION OR PHYSICAL RESTRAINT

~~REQUIRED DATA AND REPORTING~~

Each use of physical restraint or seclusion shall be:

- A. ~~documented in writing;~~
- B. reported to the building administration immediately;
- C. reported to the parent immediately; and
- D. documented in a written report (see Ohio Department of Education's Model Restraint and Seclusion Debriefing Form).

A copy of the written report shall be issued ~~made available~~ to the student's parent or guardian within twenty-four (24) hours of the use of restraint or seclusion. The District shall maintain the written report, including placing a copy of the written report in the student's file. ~~A copy of the written report shall also be main the student's file.~~

All written documentation of the use of restraint or seclusion are educational records pursuant to the Family Educational Right to Privacy Act (FERPA), and ~~e~~District personnel are prohibited from releasing any personally identifiable information to anyone other than the parent, in accordance with FERPA's requirements.

The Superintendent shall develop a process for the collection of data regarding the use of physical restraint and seclusion.

The administration shall develop a support plan for substitute teachers if they need assistance with PBIS or crisis management and de-escalation (including restraint and seclusion).

The Superintendent shall report information regarding the District's ~~concerning the~~ use of restraint and seclusion annually to the Ohio Department of Education in the form and manner prescribed by the Department as requested by that agency, and ~~shall~~ make the District's records concerning PBIS, restraint and seclusion available to the staff of the Ohio Department of Education upon request.

* Adapted from the Ohio Department of Education's ~~Policy on~~ Positive Behavior Intervention and Supports and Restraint and Seclusion Model Policy and Procedures, issued July 2021, ~~adopted January 15, 2013.~~

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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 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 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 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.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.

- E. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

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.). Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.

- 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).

Equipment and other capital expenditures are unallowable as indirect costs.

Timely Obligation of Funds

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following list 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 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 (1) 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, 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, unless an agreement exists with the awarding agency or the pass-through entity (e.g., ODE) 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-.407, 200.413(a)-(c), 200.430(a), 200.439(b)(2), 200.431(a)

34 C.F.R. 76.707-.708(a), 75.703

2 C.F.R. 200.458

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2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.439(b)(2), 200.431(a)

34 C.F.R. 76.707-.708(a), 75.703

2 C.F.R. 200.458

Book	Policy Manual
Section	Ready for Production November 2021
Title	Copy of STUDENT RECORDS
Code	po8330
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8330 - **STUDENT RECORDS**

In order to provide appropriate educational services and programming, the Board of Education must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard students' privacy and restrict access to students' personally identifiable information.

Student "personally identifiable information" ("PII") includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

The Board is responsible for the records of all students who attend or have attended schools in this District. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School District or specifically permitted by this Board will be compiled by Board employees.

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

Student records shall be available only to students and their parents, eligible students, designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law.

The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" refers to a student who is eighteen (18) years of age or older, or a student of any age who is enrolled in a postsecondary institution.

Both parents shall have equal access to student records unless stipulated otherwise by court order or law. In the case of eligible students, parents may be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as "school officials" for the purpose of FERPA:

- A. persons or companies with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant), and
- B. contractors, consultants, volunteers, or other parties to whom the Board has outsourced a service or function otherwise performed by the Board employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers)

The above-identified outside parties must (a) perform institutional services or functions for which the Board would otherwise use its employees, (b) be under the direct control of the Board with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

Finally, a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks (including volunteers) is also considered a "school official" for purposes of FERPA provided s/he meets the above-referenced criteria applicable to other outside parties.

"Legitimate educational interest" is defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District" or if the record is necessary in order for the school official to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have legitimate educational interest.

The Board authorizes the administration to:

- A. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a private or public school or school district in which a student of this District is enrolled, seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis, upon condition that:
 1. a reasonable attempt is made to notify the student's parent or eligible student of the transfer (unless the disclosure is initiated by the parent or eligible student; or the Board's annual notification - Form 8330 F9 - includes a notice that the Board will forward education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer);
 2. the parent or eligible student, upon request, receives a copy of the record; and
 3. the parent or eligible student, upon request, has an opportunity for a hearing to challenge the content of the record;
- B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a juvenile detention facility in which the student has been placed, or a juvenile court that has taken jurisdiction of the student;
- C. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a public school or school district in which a student in foster care is enrolled. Such records shall be transferred within one (1) school day of the enrolling school's request;
- D. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;
- E. report a crime committed by a child to appropriate authorities, and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education and disciplinary records to the authorities for their consideration;
- F. release de-identified records and information in accordance with Federal regulations;
- G. disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the District for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. (See Form 8330 F14.) Further, the following personally identifiable information will not be disclosed to any entity: a student or his/her family member's social security number(s); religion; political party affiliation; voting history; or biometric information.

While the disclosure of personally identifiable information (other than social security numbers, religion, political party affiliation, voting record, or biometric information) is allowed under this exception, it is recommended that de-identified information be used whenever possible. This reduces the risk of unauthorized disclosure.

- H. disclose personally identifiable information from education records without consent, to authorized representatives of the Comptroller General, the Attorney General, and the Secretary of Education, as well as State and local educational authorities;

The disclosed records must be used to audit or evaluate a Federal or State-supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. (See Form 8330 F16)

The District will verify that the authorized representative complies with FERPA regulations.

Under the audit exception, the District will use "reasonable methods" to verify that the authorized representative complies with FERPA regulations. Specifically, the District will verify, to the greatest extent practical, that the personally identifiable information is used only for the audit, evaluation or enforcement of a government-supported educational program. The District will also ascertain the legitimacy of the audit or evaluation and will only disclose the specific records that the authorized representative needs. Further, the District will require the authorized representative to use the records only for the specified purpose and not to disclose the information any further, such as for another audit or evaluation. Finally, the District will verify that the information is destroyed when no longer needed for the audit, evaluation or compliance activity.

- I. request each person or party requesting access to a student's record to abide by Federal regulations and State laws concerning the disclosure of information.

The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, or otherwise restricted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of each request for access and each disclosure of personally identifiable information. Such disclosure records will indicate the student, person viewing the record, their legitimate interest in the information, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent, or, if the student is an eligible student, without the written consent of the student, except to those persons or parties stipulated by the Board's policy and/or those specified in the law.

DIRECTORY INFORMATION

Each year the Superintendent shall provide public notice to students and their parents of the District's intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information": a student's name.

Directory information shall not be provided to any organization for profit-making purposes.

Parents and eligible students may refuse to allow the Board to disclose any or all of such "directory information" upon written notification to the Board within fourteen (14) days after receipt of the Superintendent's annual public notice.

In accordance with Federal and State law, the Board shall release the names, addresses, [District-assigned email addresses \(if available\)](#) and telephone listings of secondary students to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. A secondary school student or parent of the student may request in writing that the student's name, address, [District-assigned email address \(if available\)](#), and telephone listing not be released without prior consent of the parent(s)/eligible student. The recruiting officer is to sign a form indicating that "any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces." The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's health or education records or for the release of "directory information," either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose "directory information," on former students without student or parental consent, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not permit the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).

INSPECTION OF INFORMATION COLLECTION INSTRUMENT

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible student must submit a written request to the building principal at least forty-five (45) business days before the scheduled date of the activity. The instrument will be provided to the parent or eligible student within forty-five (45) business days of the principal receiving the request.

The Superintendent shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following:

- A. college or other postsecondary education recruitment, or military recruitment
- B. book clubs, magazine, and programs providing access to low-cost literary products
- C. curriculum and instructional materials used by elementary and secondary schools
- D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments
- E. the sale by students of products or services to raise funds for school-related or education-related activities
- F. student recognition programs

Each year, students and parents are required to be informed about their right to:

- A. inspect and review the student's education records;
- B. request amendments if the parent believes the record is inaccurate, misleading, or violates the student's privacy rights;
- C. consent to disclosures of personally-identifiable information contained in the student's education records, except to those disclosures allowed by the law;
- D. challenge Board noncompliance with a parent's request to amend the records through a hearing;
- E. file a complaint with the United States Department of Education;
- F. obtain a copy of the Board's policy on student records.

The Superintendent shall also be responsible for establishing a process for :

- A. the proper storage and retention of records including a list of the type and location of records;
- B. informing Board employees of the Federal and State laws concerning student records.

The Board authorizes the use of the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this Board as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board of Education delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a

sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board of Education. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

SAFE AT HOME/ADDRESS CONFIDENTIALITY PROGRAM

If a parent (or adult student), presents information to the District certifying that the parent (or adult student), his/her child, or a member of the parent's household is a participant in the Safe at Home/Address Confidentiality Program administered by the Secretary of State, the Board shall refrain from including the student's actual/confidential residential address in any student records or files (including electronic records and files) or disclosing the student's actual/confidential residential address when releasing student records. Since student records are available to non-custodial parents, designated school officials who have a legitimate educational interest in the information, and other individuals or organizations as permitted by law (including the public in some situations), the Board shall only list the address designated by the Secretary of State to serve as the student's address in any student records or files, including electronic records and files. Further, the Board shall use the student's designated address for any and all communications and correspondence between the Board and the parent(s) of the student (or adult student). The student's actual/confidential residential address shall be maintained in a separate confidential file that is not accessible to the public or any employees without a legitimate purpose.

Although the student's actual/confidential address will not be available for release as directory information, the parent (or adult student) may also request that the student's name and telephone number be withheld from any release of directory information. Additionally, if applicable, the student's parent's school, institution of higher education, business, or place of employment (as specified on an application to be a program participant or on a notice of change of name or address) shall be maintained in a confidential manner.

If a non-custodial parent presents a subpoena or court order stating that s/he should be provided with copies or access to a student's records, the District will redact the student's confidential address and telephone number from the student's records before complying with the order or subpoena. The District will also notify the custodial/residential parent of the release of student records in accordance with the order or subpoena.

The intentional disclosure of student's actual/confidential residential address is prohibited. Any violations could result in disciplinary action or criminal prosecution.

2021 Solomon Amendment: Subtitle C- General Service Authorities and Correction of Military Records SEC. 521.

Revised 7/14/09

Revised 1/14/13

Revised 10/14/13

Revised 11/17/14

Revised 12/12/16

Revised 4/10/17

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Legal

R.C. 9.01, 111.41, 111.42, 111.43, 111.46, 111.47, 111.99

R.C. 149.11, 149.43, 1347 et seq., 3313.33, 3319.321

34 C.F.R. Part 99

20 U.S.C., Section 1232f through 1232i (FERPA)

26 U.S.C. 152

20 U.S.C. 1400 et seq., Individuals with Disabilities Education Improvement Act

20 U.S.C. 7165(b)

20 U.S.C. 7908

Legal

R.C. 9.01, 111.41, 111.42, 111.43, 111.46, 111.47, 111.99

R.C. 149.41, 149.43, 1347 et seq., 3113.33, 3319.321

34 C.F.R. Part 99

20 U.S.C., Section 1232f through 1232i (FERPA)

26 U.S.C. 152

20 U.S.C. 1400 et seq., Individuals with Disabilities Education Improvement Act

20 U.S.C. 7165(b)

20 U.S.C. 7908

Book	Policy Manual
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8400 - **SCHOOL SAFETY**

The Board of Education is committed to maintaining a safe and drug-free environment in all of the District's schools. The Board believes that school crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of School District personnel, law enforcement agencies, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school. The Board also believes that the first step in addressing school crime and violence is to assess the extent and nature of the problem(s) or threat, and then plan and implement strategies that promote school safety and minimize the likelihood of school crime and violence.

Emergency Management Plan (EMP)

To that end, the Superintendent shall develop and adopt a comprehensive Emergency Management Plan ("EMP") for each building under his/her control. In developing the EMP for each building, the Superintendent shall involve community law enforcement and safety officials (including, but not limited to, law enforcement, fire, emergency medical personnel, and any local divisions having county-wide emergency management), parents of students who are assigned to the building, and teachers and nonteaching employees assigned to the building. Each EMP shall contain the name, title (if applicable), contact information, and signature of each person involved in development of the EMP.

In developing the EMP, the Superintendent shall examine the environmental conditions and operations of each building to determine potential hazards to student and staff safety. The Superintendent shall further propose operating changes to promote the prevention of potentially dangerous problems and circumstances. The Superintendent shall incorporate remediation strategies into the EMP for any building where documented safety problems have occurred.

Each EMP will consist of four (4) parts:

- A. A single document to address all hazards that may negatively impact the school; including but not limited to active shooter, hostage, bomb threat, act of terrorism, bullying, and any other natural or manmade events that the Superintendent knew or should have reasonably known about that compromise the health or safety of students, employees, administrators, or property. The document will include:

1. a hazard identification and risk analysis (i.e., a process to identify hazards and assess the vulnerability associated with each);
2. an all-hazards emergency operations plan organized around five (5) mission areas: prevention, protection, mitigation, response, and recovery;

The plan shall be compliant with the National Incident Management System (NIMS).

3. the access and functional needs of the students, teachers, and staff;
4. education for students, staff, and administrators to avoid, deter, or stop an imminent crime or safety issue, threatened or actual;
5. procedures for notifying law enforcement, fire, EMS, emergency management, mental health, and other outside experts who could assist in responding to and recovering from an emergency;

The plan shall be updated and revised at least every three (3) years from the previous date of compliance to reflect lessons learned and best practices to continually improve the plan. The emergency management test and actual emergencies at the school buildings will be a source for lessons learned.

6. ☒ the use of temporary door locking devices as permitted by law.

B. A floor plan unique to each floor of the building.

C. A site plan that includes all building property and surrounding property.

D. An emergency contact information sheet.

The Superintendent shall submit an electronic copy of each EMP s/he developed and adopted to the Ohio Department of Education ("ODE") not less than once every three (3) years, whenever a major modification to the building requires changes to the procedures outlined in the EMP, and whenever the information on the emergency contact information sheet changes. No later than the date prescribed by ODE, the Superintendent shall also file a copy of the current, updated EMP with the following:

A. each law enforcement agency that has jurisdiction over the school building; and

B. upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the building is located.

The Superintendent will also file copies of updated EMPs with ODE and the above agencies within ten (10) days after s/he adopts the revised EMPs.

The EMP is not a public record.

The Superintendent shall prepare and conduct at least one (1) annual emergency management test, in accordance with rules adopted by the Ohio Department of Education (ODE). By July 1st of every year, the Superintendent shall review the EMPs s/he previously developed and adopted, and certify in writing to the ODE that the EMPs are current and accurate.

The emergency management test must be a scheduled event; an actual emergency will not satisfy this requirement, even if an after-action report is produced. The emergency management test must be a tabletop, functional, or full-scale as defined in A.C. 3301-5-01, and each type shall be used once every three (3) years. It must include at least one (1) hazard from the hazard analysis in the EMP and at least one (1) functional content area. At least one (1) representative from law enforcement, fire, EMA, EMS, and/or behavioral health should be included.

~~[SELECT OPTION #1 OR OPTION #2]~~

~~[] [OPTION #1]~~

~~Students will not participate in the emergency management test.~~

☒ [OPTION #2]

Students may participate in the emergency management test at the discretion of the Principal. In deciding whether, and to what extent, to involve students in an emergency management test, the Principal should consider what benefit student inclusion in the emergency management test may have on the student population's preparation for an emergency and to enhance the safety of students in the building. The Principal shall also consider age-appropriate participation, guidance, and training in preparation for students' participation in the test.

[END OF OPTIONS]

~~[DRAFTING NOTE: If OPTION #2 is selected, it is strongly advised that the District select the following optional language, which is only listed as an option because A.C. 3301-5-01 does not make it mandatory—however, it does state schools should obtain parental consent if students are going to participate in the emergency management test.]~~

~~[] Parental consent is required prior to student participation in the emergency management test.~~

The Superintendent shall submit an after-action report to the ODE no later than thirty (30) days after the emergency management test documenting the following: 1) date/time/weather/length of exercise; 2) the type of discussion/operations based exercise; 3) the scenario utilized; 4) the hazard(s) utilized (including safety data sheets, as appropriate); 5) the functional content area(s) utilized; and 6) the identification of at least three (3) strengths and at least three (3) improvement areas of the EMP discovered as a result of the emergency management test.

The Superintendent shall grant access to each school building under his/her control to law enforcement personnel and any local fire department, emergency medical service organization, and/or county emergency management agency that has requested a copy of the EMP, to enable such personnel and entities to conduct training sessions for responding to threats and emergency events affecting the school building. Such access shall be provided outside of student instructional hours and the Superintendent or designee shall be present in the building during the training sessions.

Prior to the opening day of each school year, the Superintendent shall inform each enrolled student and the student's parent/legal guardian of the procedures to be used to notify parents in the event of an emergency or a serious threat to safety. Any student enrolled in the school after the annual notification and their parent/legal guardian shall be notified upon enrollment. Also, see Policy 8420 - Emergency Situations at School.

~~{OPTION}~~

~~{+}~~ Threat Assessment

The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The following threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication, Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each Team shall be headed by the Principal and may include a school counselor, school psychologist, instructional personnel, and/or the School Resource Officer, where appropriate. At the discretion of the Superintendent, a threat assessment team may serve more than one (1) school when logistics and staff assignments make it feasible.

The Team will meet when the Principal learns a student has made a threat of violence or engages in concerning communications or behaviors that suggest the likelihood of a threatening situation.

The Team is empowered to gather information, evaluate facts, and make a determination as to whether a given student poses a threat of violence to a target. If an inquiry indicates that there is a risk of violence in a specific situation, the Team may collaborate with others to develop and implement a written plan to manage or reduce the threat posed by the student in that situation.

The Board authorizes the Superintendent to create guidelines for the purpose of:

- A. identifying team participants by position and role;
- B. requiring team participants to undergo appropriate training;
- C. defining the nature and extent of behavior or communication that would trigger a threat assessment and/or action pursuant to a threat assessment;
- D. defining the types of information that may be gathered during the assessment;
- E. stating when and how parents/guardians of the student making the threat shall be notified and involved;
- F. designating the individuals (by position) who are responsible for gathering and investigating information;
- G. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

Board employees, volunteers, and other school community members, including students and parents, shall immediately report to the Superintendent or Principal any expression of intent to harm another person or other statements or behaviors that suggest a student may intend to commit an act of violence.

Nothing in this policy overrides or replaces an individual's responsibility to contact 911 in an emergency.

Regardless of threat assessment activities or protocols, disciplinary action and referral to law enforcement shall occur as required by State law and Board policy.

Threat assessment team members shall maintain student confidentiality at all times as required by Board Policy 8330 - Student Records, and State and Federal law.

~~{END-OF-OPTION}~~

Safe and Drug-Free Schools

As a part of the EMP, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing Safe and Drug-Free Schools):

- A. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;
- B. security procedures at school and while students are on the way to and from school;
- C. prevention activities that are designed to maintain safe, disciplined and drug-free environments;
- D. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
 - 1. allows a teacher to communicate effectively to all students in the class;
 - 2. allows all students in the class the opportunity to learn;
 - 3. has consequences that are fair, and developmentally appropriate;
 - 4. considers the student and the circumstances of the situation; and
 - 5. is enforced accordingly.

Persistently Dangerous Schools

The Board recognizes that State and Federal law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered persistently dangerous as defined by State policy.

Pursuant to the Board's stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall

~~() discuss this at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.~~

(X) convene a meeting of the building administrator, representative(s) of the local law enforcement (X) agency ~~()~~ agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 and AG 5113.02.

In addition, the Superintendent shall

() discuss the school's designation as a persistently dangerous school at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these

incidents in the subsequent year.

(X) convene a meeting of the building administrator, representative(s) of the local law enforcement (X) agency ↔ agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

~~[] If a school in a neighboring district is identified as persistently dangerous and there is not another school in that district, the District will admit students from that school in accordance with Board Policy 5113.02.~~

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law the parents of the eligible student shall have the choice options provided by Policy 5113.02 and AG 5113.02.

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Legal R.C. 3313.536
A.C. 3301-5-01
Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended
20 U.S.C. 6301 et seq.
Public Law 107-110

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised STUDENT ABUSE AND NEGLECT
Code	po8462
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2019

8462 - STUDENT ABUSE AND NEGLECT

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

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

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

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

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

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

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

In addition, the Superintendent shall provide a program of in-service education for all nurses, teachers, counselors, school psychologists, mental health providers, and administrators who work in the District's elementary, middle, and high schools and any other personnel that the Board determines appropriate. The inservice education program will include school safety, violence prevention including human trafficking content, youth suicide awareness and prevention, prevention of child abuse, substance abuse, promotion of positive youth development, and a review of Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior.

The Board shall adopt or adapt an evidence-based awareness and prevention curriculum approved by the Ohio Department of Education (ODE), or alternatively will utilize a suicide awareness and prevention curriculum that has been developed in consultation with public or private agencies/persons involved in youth suicide awareness and prevention and that has been approved by the ODE.

~~[SELECT OPTION 1 OR OPTION 2]~~

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

~~OR~~

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

~~[END OF OPTIONS]~~

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

All newly-employed mental health providers, nurses, teachers, counselors, school psychologists, and administrators who work in the District's elementary, middle and high schools shall complete at least four (4) hours of in-service training within two (2) years of the date of employment.

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

The District shall be registered with the SaferOH tip line operated by the Department of Public Safety, or shall enter into an agreement with an anonymous reporting program selected by the Board that meets the requirements set forth in law (R.C. 3313.6610).

The District shall submit data to the Ohio Department of Education (ODE), in a manner prescribed by the Department, and to the Department of Public Safety at the end of the first full school year of the District's participation in the anonymous reporting program, and at the end of each school year thereafter, disaggregated by the school.

The data shall be considered records and are not public records under R.C. 149.433.

The Superintendent will promote and inform students about the selected program and its reporting methods.

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

R.C. 1149.433, 3319.321, 3313.6610

R.C. 2151.421, 3313.60, 3319.073

20 U.S.C. 1232g

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Legal

R.C. 1149.433, 3319.321, 3313.6610

R.C. 2151.421, 3313.60, 3319.073

20 U.S.C. 1232g

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised TRANSPORTATION
Code	po8600
Status	
Adopted	November 19, 2007
Last Revised	September 9, 2019

8600 - **TRANSPORTATION**

It is the policy of the Board of Education to provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law. Such laws and rules shall govern any question not covered by this policy.

School buses shall be purchased, housed, and maintained by the Board for the transportation of resident students who meet at least one (1) of the following criteria:

1. The student lives one (1) mile or more from his/her assigned school within the district or to his/her nonpublic or community school;
2. The student's daycare provider he/she is transported to/from is located one (1) mile or more from his/her assigned school within the district or to his/her nonpublic or community school; and/or,
3. The student attends the Wadsworth City School District Bear Cub Academy.

A student who lives less than one (1) mile or whose daycare provider lives less than one (1) mile from the student's assigned school within the district or to the student's nonpublic or community school is within allotted walking limits and will not be transported unless the parent/guardian of the student has requested transportation and there is available room on an existing bus route from an existing bus stop. Determination of "available space" is made by the Transportation Supervisor, in accordance with transportation laws and guidelines on capacity. If it is determined that space is available and the student can be transported, this decision can change throughout the school year based upon the continued availability of space, with students who live one (1) mile or more (as described above), receiving priority for transportation over those who live less than one (1) mile (as described above). The Superintendent may substitute smaller buses for reasons of economy or efficiency of operation.

~~School buses shall be purchased, housed, and maintained by the Board for the transportation of resident students between their home areas and the schools of the District to which they are assigned or to their nonpublic or community schools. The Superintendent may substitute smaller buses for reasons of economy or efficiency of operation. Children living beyond the following walking limits shall be entitled to bus transportation:~~

- ~~Kindergarten at Noon _____ mile-~~
- ~~Kindergarten in Morning, or afternoon _____ mile-~~
- ~~Grades 1 through 6 _____ mile-~~
- ~~Grades 7 through 12 _____ mile~~

Exceptions to the foregoing limits may be made in the case of a temporarily or permanently-disabled child who has been so certified by a physician and in the case of adverse safety conditions.

Transportation of eligible vocational or special education children between their home areas and schools outside the District shall be arranged through the use of Board-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. The governing authority of a community school shall provide or arrange for transportation free of charge for any eligible special education student enrolled in the community school for whom the student's individualized education program specifies transportation.

Transportation to and from school shall be provided for each student residing in the District and attending a State-chartered nonpublic school that is located within the thirty (30) minute travel limitation established by State law on the same basis as established for resident students as set forth above. Transportation shall be provided each day in which the nonpublic school is open with students in attendance (excluding Saturdays and Sundays except by agreement between the entities). Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned.

Furthermore, transportation to and from school shall be provided for each native student (i.e., student entitled to attend school in the District under R.C. 3313.64 or R.C. 3313.65) attending an approved community school for each day in which the school is open and students are in attendance (excluding Saturdays and Sundays except by agreement between the entities). However, if that community school is located outside the District, transportation will only be provided consistent with the thirty (30) minute travel limitation established by State law. Native students attending an approved community school located within the District will be provided transportation on the same basis as established for resident students set forth above. Students transported to an approved community school may be assigned to ride on buses upon which resident students are also assigned.

Transportation of eligible nonpublic or community school children between their home areas and schools shall be arranged through the use of District-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. ~~However, if the Board determines that said transportation is impracticable, then the parent(s) shall be provided payment in lieu of transportation at the amount established by State law, unless otherwise directed by action of the State Board of Education.~~ The Board will not provide or arrange for transportation of students enrolled in kindergarten through eighth grade using mass transit system vehicles unless the Board and the community/nonpublic school have entered into an agreement authorizing this mode of transportation which is approved by both entities in advance. Students enrolled in ninth grade or above may be transported on vehicles operated by a mass transit system provided that the route does not require more than one transfer.

Upon receipt from the community/nonpublic school of the official start and end times of school for the upcoming year, the District will develop and provide a transportation plan which includes transportation routes and schedules for eligible students. The plan will be provided within sixty (60) days after receiving the start and end time, or when possible by the first day of August in the event the Board is not notified of start and end times by the deadline of April 1st. For eligible students who enroll after July 1st but before the start of the school year, a transportation plan will be developed within fourteen (14) business days after receiving a request for transportation.

The Superintendent may determine that it is impracticable to transport a student to a community or nonpublic school after considering the factors enumerated under State law. The determination for payment-in-lieu will be made at least thirty (30) calendar days prior to the District's first day of student instruction, or no later than fourteen (14) calendar days if a student is enrolled less than thirty (30) days prior to the first day of instruction or after the start of the school year, and must be formalized through a resolution passed by the Board at its next scheduled meeting. If transportation is determined to be impracticable, the Board will issue a letter to the student's parent/guardian, the community or nonpublic school, and the State Board of Education detailing the reason(s) why the determination was made. Parent(s)/guardians shall be provided payment-in-lieu of transportation at the amount established by State law, unless otherwise directed by action of the State Board of Education. Parents/guardians may authorize the community or nonpublic school where their student is enrolled to act on their behalf at any time after requesting transportation.

The Board will not be required to provide transportation for any native student enrolled in a community school if the Board has entered into an agreement with the governing authority of the community school that designates the community school as responsible for providing or arranging the transportation of the District's native students to and from the community school and is certified by the State Board of Education as having met certain requirements established by State law. The governing authority of a community school must provide or arrange for transportation in a manner that is comparable to the transportation that the District provides or arranges for its native students of the same grade level and distance from school who are enrolled in the District. Also, the governing authority must provide or arrange for the transportation under such agreement free of charge for each of its enrolled students who are eligible to be transported in accordance with R.C. 3327.01 or who would otherwise be transported by the District under the District's transportation policy. If the Board enters into an agreement with the governing authority regarding the transportation of the District's native students, the State Board of Education shall make payments to the community school in accordance with the terms of the agreement for each student actually transported.

Likewise, the Board will not be responsible for providing transportation for any native student enrolled in an approved community school if the governing authority of the community school submits a written notification to the Board, by a date prescribed by the State Board of Education, stating that the governing authority will accept responsibility for providing or arranging for the transportation of the District's native students to and from the community school. The governing authority's unilateral acceptance of the responsibility to provide transportation must cover the entire school year, and shall remain in effect for subsequent school years unless the governing authority submits written notification to the Board relinquishing the transportation responsibility. However, the

governing authority cannot relinquish the transportation responsibility before the end of the school year, and shall submit such notice by a date prescribed by the State Board of Education in order to allow the District a reasonable period of time to prepare for the transportation of its native students enrolled in the community school. If the governing authority unilaterally accepts the transportation responsibility, the State Board of Education shall make payments to the community school for each student actually transported calculated in accordance with existing State law governing the calculation of transportation payments to the District from the State and any rules implemented by the State Board of Education and that otherwise would be paid to the District.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every transported resident student. The Board shall approve the bus routes annually. The Superintendent is authorized to make any necessary changes in the approved route and shall inform the Board at the next regular meeting. Students receiving transportation will be delivered to school no sooner than thirty minutes before the start of school and will be picked up no later than thirty (30) minutes after dismissal.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well-being of the students while on a bus.

Students meeting the Federal definition of homeless will be transported from their temporary place of residence to their school of assignment, at the request of the parent, guardian or unaccompanied minor, to the same extent as all other students of the District and consistent with this Policy. If the homeless student's temporary residence is located outside the boundaries of the District, the Liaison for Homeless Children will coordinate with the Director of Transportation to contact the district in which the student temporarily resides to arrange for joint transportation of the student and to seek inter-district agreement on a method for apportioning the cost of such joint transportation. In no event will a homeless student be denied enrollment based on issues related to student transportation.

~~The Superintendent shall be responsible for developing and implementing appropriate administrative guidelines for this policy.~~

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Legal R.C. 3313.66, 3314.09, 3314. 091, 3319.41, 3327.01 et seq., 4511.01 (F)
 R.C. 4511.75 et seq.
 A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-08
 42 U.S.C. 11431 et seq.

Book	Policy Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised NONROUTINE USE OF SCHOOL BUSES
Code	po8651
Status	
Adopted	November 19, 2007
Last Revised	September 9, 2019

8651 - **NONROUTINE USE OF SCHOOL BUSES**

The Board of Education will permit the school buses owned or leased by this District to be used for purposes other than regularly-scheduled routes to and from school in accordance with law and rules of the State, provided such trips do not interfere with routine school transportation services.

~~The costs of nonroutine transportation shall be reimbursed to the District in accordance with administrative guidelines.~~

~~Buses must be operated on nonroutine trips by the holder of a valid Ohio school bus driver's license who has been approved by the Board. Drivers shall be selected for nonroutine trips by the _____ on the basis of their knowledge, skill, and experience in operating a bus in the area to be traveled as well as their familiarity with the vehicle selected for use.~~

~~The Superintendent shall develop administrative guidelines which should include provision for insurance coverage and the requirement that chaperones accompany each school bus trip involving school-age passengers whose responsibility it will be to assist the staff member(s) in maintaining passenger control and in enforcing procedures for the safety of all passengers.~~

The nonroutine use of buses shall be defined for purposes of this policy as those uses which are specified in R.C. 3327.018 and A.C. 3301-83-16.

A. **Use of Buses for School Activities**

Buses operated on nonroutine trips involving school activities will be operated by the holder of a valid Ohio school bus driver's license who has been approved by the Board. Drivers shall be selected for nonroutine trips by the _____ on the basis of their knowledge, skill, and experience in operating a bus in the area to be traveled as well as their familiarity with the vehicle selected for use. The Superintendent shall require that nonroutine use of school buses shall include provision for insurance coverage and the requirement that chaperones accompany each school bus trip involving school-age passengers whose responsibility it will be to assist the staff member(s) in maintaining passenger control and in enforcing procedures for the safety of all passengers.

B. **Use of Buses by Authorized Entities During Emergencies**

The Board may enter into a written agreement with a local, State or Federal government entity or agency, or a public or private nonprofit entity to operate its buses for the purpose of assisting the entity in fulfillment of legitimate activities during times of emergency. The agreement shall not be considered commerce as defined under State and Federal law. All State Board of Education regulations governing the operation of school buses when transporting students shall apply during such use, including the requirement that drivers hold proper certification to drive a bus. The Board will procure liability and property damage insurance to cover all vehicles used and passengers transported under these agreements. The Board may seek reimbursement for the costs of nonroutine transportation, which will not exceed the cost of operation and insurance coverage.

R.C. 3327.018

A.C. 3301-83-16

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R.C. 3327.018

A.C. 3301-83-16

Book Policy Manual

Section Ready for Production November 2021

Title Vol. 40, No. 1 - August 2021 Revised BONDING

Code po8740

Status

Adopted November 19, 2007

8740 - **BONDING**

The Board of Education recognizes that prudent trusteeship of the resources of this District dictate that employees responsible for the safekeeping of District monies

(**X**) and property

be bonded or alternatively be covered by an insurance policy issued by a Board-approved and accredited insurance carrier or joint self-insurance pool.

An insurance policy must cover the Board from losses caused by the fraudulent or dishonest actions of and the failure to perform a duty prescribed by law of the employee. Coverage must be equal to or greater than the amount required by the Board for a surety bond.

The District shall be indemnified against loss of money

(**X**) and property

by bonding of employees holding the positions and in the amounts determined by the Board ~~or by providing adequate coverage through issuance of an insurance policy.~~

[**X**] All other employees handling money shall be covered under a blanket bond or insurance policy to an amount determined by the Board.

The Board shall bear the cost of insuring or bonding each employee required to be ~~covered~~ **bonded** by this policy.

R.C. 3.061

R.C. 3313.25, 3313.83, 5705.412

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Legal R.C. 3.061

R.C. 3313.25, 3313.83, 5705.412

CONTRACT FOR NON-HANDICAPPED OPEN ENROLLMENT PUPILS

Agreement for Admission of ~~OPEN ENROLLMENT NON-HANDICAPPED PUPILS~~

Pursuant to Section 3301.48, 3313.97 and 3313.98 O.R.C.

The Barberton City Board of Education (District of Attendance) hereby enters into a contract for admission of the student(s) listed below with the Wadsworth City School Board of Education (district of Residence) for educational purposes for the school year of 2021/2022.

The Barberton City Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, as open enrolled from Wadsworth City Schools to Barberton City Schools.

Wadsworth City Schools Board of Education (District of Residence) hereby acknowledges that they have received the open enrollment forms and necessary paperwork to include the pupils(s) in their ADM certification. The pupil (s) listed below will be billed on the SF-OE form for tuition costs.

Name of the Student (s)

Address of Student (s)

1. See Attachment (on back)
2. _____
3. _____


District of Attendance Superintendent Signature

9/27/2021
Date


District of Attendance Treasurer Signature

9/24/21
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 2021/2022.

District of Attendance Superintendent Signature

Date

District of Attendance Treasurer Signature

Date

Wadsworth residents Attending Barberton City via Open Enrollment for school year 2021/2022

Status	Grade	SSID	LastName	FirstName	MiddleName	Address	CITY	DOR	Start Date	EMIS	How Rcv'd	Disability
N							Wadsworth		7/1/2021	100	9	**
N							Wadsworth		7/1/2021	100	9	**
N							Wadsworth		7/1/2021	100	9	**
N							Wadsworth		7/1/2021	100	9	**
N							Wadsworth		7/1/2021	100	9	**
N							Wadsworth		7/1/2021	100	9	**
N							Wadsworth		8/27/2021	100	9	**
N							Wadsworth		7/1/2021	100	9	**
N							Wadsworth		7/1/2021	100	9	**



SERVICE AGREEMENT

By and Between

WADSWORTH CITY SCHOOLS and psi AFFILIATES, INC./psi ASSOCIATES, INC.

THIS AGREEMENT for services is entered into this 17th day of August, 2021 by and between the Wadsworth City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi," to perform services as specified to schools located within the Wadsworth City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

I. Services

psi agrees to provide the following Services, ("Services") in accordance with requirements of Client in such numbers and subject to such rules and regulations of the specific school of the client ("The School") as are applicable to the satisfactory performance of this Agreement to the benefit of The School for the stated school years, or part thereof.

- | | |
|--|--|
| ☐ Clinic Services Program | ☐ Gifted/Talented Teacher Services |
| ☐ Registered Nurse Services | ☐ Remedial/Title 1 Teacher Services |
| ☐ Licensed Practical Nurse Services | ☐ Foreign Language Teacher Services |
| ☐ School Health Assistant Services | ☐ TESOL Teacher Services |
| ☐ Special Needs Nursing Program | ☐ School Psychology/ Psychology Services |
| ☐ Registered Nurse Services | ☐ Counselor/Social Worker Services |
| ☐ Licensed Practical Nurse Services | ☐ Special Education Coordinator/Compliance Services |
| ☐ Health Screenings Program | ☐ OT/COTA Services |
| ☒ Speech/Language Pathologist Services | ☐ PT/PTA Services |
| ☐ Intervention Specialist Services | ☒ Tutor |
| ☐ Educational Aide Services | |

A description of Services to be performed by psi to Client is attached hereto as Attachment B. The parties agree that Services may vary depending upon the Client and the Client's needs and priorities. Client and psi agree that the parties will regularly communicate with each other to determine Services to be provided pursuant to this Agreement. Client agrees to inform psi on a timely basis if Services performed are deemed not be satisfactory by Client and/or if Services so provided by psi need to be revised. psi will provide to Client a cost and service proposal for any revisions to Services requested by Client and any additional Services needed by Client that are not currently provided or contracted for as set forth in this Agreement.

II. Initial Term. In accordance with this contract, psi will provide Services to Client for a one (1) year term starting in the 2021-2022 school year, continuing through the conclusion of the 2021-2022 school year.

III. Compensation:

In consideration of the Services and/or provisions as set forth and as incorporated into this Agreement, Client shall cause to be paid to psi no more than the following Yearly Fees, except as may be provided for pursuant to the terms of this Agreement. The schedule of all fees are specifically described in Attachment A which has been incorporated herein. Any additional fees as provided for in this Agreement will be assessed for additional Services or changes for Services as set forth in this Agreement.

YEAR ONE \$54,775.08

IV. Payments for Services Rendered. Client hereby agrees to pay to psi within thirty (30) days of receipt of psi's monthly invoices the specified value of actual Services rendered in the monthly billing cycle, with the total payment not to exceed the amount contracted for herein, except as agreed upon by Client and psi to pursuant to the terms of this Agreement.

V. Changes and Additional Services. psi shall provide the Additional Services and Additional Optional Services as noted in the Exhibits attached hereto and at the rates noted therein upon written request signed by Client. Client

also agrees to pay psi, in addition to the above-stipulated charges, the hourly rates indicated in Attachment A, for those additional and supplemental Services requested by Client and provided by psi. Also, any changes to the Agreement that are required or requested by Client to psi, shall be provided in writing and include the stipulated charges and/or hourly rates. Any Additional Services, Additional Optional Services and changes shall be included in the appropriate monthly invoice and subject to payment as set forth above.

VI. Reporting. psi agrees to provide Client with reports and/or documentation as needed and determined by Client to be necessary to complete local, state, and/or federal reports.

VII. Compliance with Law. psi further agrees to employ personnel to service designated schools under the terms of this Agreement and agrees to fully abide by all Federal and State laws applicable to employment and/or assignment of such personnel including taking any appropriate action to insure that personnel so employed by psi fully comply with the provisions of the Affordable Health Care Act. Non-licensed personnel will be appropriately supervised. Only persons with satisfactory criminal background checks will be employed. psi further abides by all federal and state laws pertaining to employment obligations such as participation in Worker's Compensation, Unemployment Insurance and other appropriate entitlements.

VIII. Coverage Schedule. psi shall establish a schedule satisfactory to Client setting forth, among other things, the dates, times and locations that personnel will be assigned to perform the Services. psi shall provide to Client, upon request, a copy of the schedule and any updates to the schedule, and psi shall make such changes to the schedule as reasonably requested by Client.

IX. Dismissal of Employees. psi shall dismiss from performing Services to Client any person employed by psi who Client reasonably determines to be incompetent, guilty of misconduct, dangerous to the safety of the students of Client, or detrimental to the operations of Client. Client shall provide written notice to psi of all facts and issues pertaining to said request for dismissals and shall cooperate fully with psi in regard to any investigation relating to said dismissal request.

X. Office Space and Supplies. Client shall provide suitable, appropriate office space that is quiet and private for use of the psi staff assigned to the school/s. This also includes storage space for supplies and equipment. Client will also provide appropriate supplies and equipment that are customary and standard for the Services provided, where so agreed. Examples of these include, but are not limited to: office supplies and equipment, medical supplies and equipment (if health services are provided), and required testing materials for use by psi and to enable psi to provide the Services that they are contracted to perform. Client will be billed for all supplies and equipment, purchased at Client request, to include but not be limited to test equipment, protocols, health supplies, clinic equipment, etc. The testing protocols will be billed as replenishing is needed. Client agrees to provide adequate security at the school office site and to include any personnel provided by psi to Client through this Agreement in any security training that personnel of Client are required to take. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

XI. Student Records. All student records shall be the sole and exclusive property of Client, subject to any access and copying rights as permitted by law. psi will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as necessary to perform the Services and for other lawful purposes. Client will retain all records and other materials for the time periods required by applicable law and generally accepted practices. Client and psi shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

XII. Cooperation. In the event that either party becomes aware of any alleged incident which may include injury resulting from the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other party written notice of the incident in a timely manner of the known circumstances surrounding the incident including the name, school, and circumstances of the alleged incident and the contact information of any available witnesses. Each party further agrees to fully cooperate with the other party in regard to any investigations and follow through in regard to said incident.

XIII. Agreement not to Hire. Client further agrees not to hire any psi employee nor any contractors, or subcontractors providing Services under this Agreement, without the express written permission of the President of psi. This provision shall apply to any employee, independent contractor, any independent contractor or employee who is involved with an agency providing Services under this Agreement or is a related entity or is involved in any type of agreement to provide Services to the Client as an employee or subcontractor of psi.

XIV. Insurance. Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion, similar casualties, or other cause including personal injury normally covered in standard broad form property insurance policies. Provider will maintain adequate security for damages within the self insured retention selected as determined by a reputable actuary.

XV. Termination. psi shall have the right at its own discretion, to terminate this Agreement in the event that Client fails to make any payment when due under this Agreement and said payment remains unpaid for a period of five (5) days after written notice to Client from psi. Furthermore, psi shall have the right to terminate this Agreement in the event Client is determined by psi to have engaged in any illegal, unethical or unprofessional behavior or actions that psi deems to be detrimental to its continued performance of Services under this Agreement. psi also reserves the right to terminate this Agreement in the event that Client materially breaches the terms of this Agreement and said breach is not cured within thirty (30) days of notice from psi. Furthermore, psi reserves the right to terminate this Agreement in the event of any filings pertaining to the insolvency of Client including bankruptcy, receivership, or State take-over.

XV(a). In the event that Client seeks to terminate this Agreement based upon an allegation of material breach of this Agreement by psi, Client shall be obligated to do the following:

1. Client shall provide written notice to psi specifically setting forth the facts and reasons utilized by Client to claim a material breach by psi.
2. psi shall have thirty (30) days after receipt of notice from Client to work with Client to improve the situation to a reasonably satisfactory level that addresses the areas of concern set forth in the written notice provided by Client to psi.
3. If psi cannot improve the matters cited in the written notice to a reasonably satisfactory level as agreed upon by the parties within said thirty (30) day period, Client shall have the right to terminate the contract.

XVI. Confidentiality. By virtue of this Agreement, Client shall have access to information that is Confidential and Proprietary to psi, including (without limitation) business and financial records, billing information, contracts, vendor/supplier information, customer lists and demographic information, policies, and procedures. Confidential, Proprietary Information includes manuals, and strategic planning information which may be in various forms and media, and which may be or may come into existence at any time this Agreement is in effect. Such Confidential, Proprietary Information belongs solely to psi and Client shall have no ownership in, or control over it. Client shall maintain the confidentiality of all Confidential and Proprietary Information, and shall not disclose it to third parties unless required to do so by law. Nor shall Client use any Confidential and Proprietary Information for its own benefit to the competitive detriment or embarrassment of psi. This requirement is perpetual and survives the termination of this Agreement.

XVII. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to psi as follows:

psi
Steven L. Rosenberg, Ph.D.
President
2112 Case Parkway South #10
Twinsburg, Ohio 44087-0468

XVIII. Assignment. The Agreement may not be assigned by either party without the written consent of the other.

XIX. Waiver. A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure.

XX. Severability. If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid

and enforceable to the fullest extent permitted by law.

XXI. Amendments to Agreement. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

XXII. Findings for Recovery. psi warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Provider has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

XXIV. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

XXV. Entire Agreement. This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

XXVI. Purchase Order. Receipt of Purchase Order from Client constitutes agreement with the terms and conditions of this Agreement, herein.

XXVII. Governing Law. This Agreement will be interpreted, construed, and governed according to the laws of the State of Ohio.

Wadsworth City Schools
Designee

psi Designee

Steven L. Rosenberg, President

Print Name and Title

Print Name and Title

Witness

Date

Date

8-17-2021

ATTACHMENT A

The schools and services to be served by psi for the 2021-2022 school year are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

<u>School</u>	<u>Position</u>	<u>Hours per Wk</u>	<u>Days per Wk</u>	<u>Wks per Yr</u>	<u>Total Hours</u>	<u>Total Days</u>	<u>Annual Cost</u>
Sacred Heart	Tutor	21		36	756		\$23,466.24
Sacred Heart	Tutor	17		36	612		\$18,353.88
Sacred Heart	Tutor	10		36	360		\$10,753.20
Sacred Heart	Speech/Language Pathologist	1		36	36		\$2,201.76
Total							\$54,775.08

Additional Services to be billed at hourly charge, approved by a District or School Designee.



PSI Affiliates, Inc./PSI Associates, Inc.

Attachment B

AUXILIARY STAFF RESPONSIBILITIES

The goal of PSI's Educational Services Program is to provide educational instruction via direct services to school-age children. Specific duties may vary depending upon the building to which PSI staff is assigned. Among the responsibilities of an auxiliary staff are the following:

1. Establish a productive, educational connection with our students and a professional relationship with school officials. Establish and maintain a professional relationship with students' parents/guardians.
2. Identify individual goals and objectives for each student served. Follow lessons plans that relate to the student's goals/objectives and curriculum; are appropriate for the student's age, grade level, and ability; and are of a motivating, innovative nature.
3. Collaborate and consult with teachers, principal and other staff members regarding appropriate educational practices to enhance achievement and promote healthy adjustment.
4. Provide administrators, teachers and parents with periodic progress reports for students served. This may be in the form of a verbal and/or written communication.
5. Complete and return by the due date all forms/paperwork required by PSI.



PSI Affiliates, Inc./PSI Associates, Inc.

Attachment B

Speech/Language Position

The goal of the Speech/Language Pathology Program is to provide educational instruction via direct services (in-person and/or virtual) to school-age children by certified, professional clinicians. Specific duties may vary depending upon the assigned school and are identified in consultation with school personnel. Among the responsibilities of a Speech/Language Pathologist include the following:

- 1) Ensure that all procedures are in compliance with state, federal, and local requirements regarding the evaluation, placement, and education of students with speech/language needs.
- 2) Establish a productive, educational connection with students, and a professional relationship with school officials and designated school facilitator/e-Helper (if instructing via virtual model). Establish and maintain a professional relationship with students' parents/guardians.
- 3) Conduct appropriate individual evaluations of the communicative status of students referred for suspected speech/language disabilities. Contribute appropriate paperwork for the Evaluation Team Report.
- 4) Conduct screening activities for students according to timetables established by school and/or PSI policy.
- 5) Develop and implement Individual Education Plans, Service Plans and/or Intervention Programs for students.
- 6) Cooperatively schedule students identified for speech/language services according to minutes indicated on the students' IEPs, ISPs, and/or Intervention Plans. If providing services through the virtual model, the SLP will work cooperatively with the designated school facilitator/e-Helper to establish a speech/language schedule that accommodates student and school routines.
- 7) Conduct individual and/or small group therapeutic activities for students identified as needing Speech/Language services.
- 8) Maintain an appropriate workload/caseload ratio for quality service delivery.
- 9) Consult and collaborate with building principal, teachers, and school staff members regarding appropriate educational practices for students.
- 10) Identify individual goals and objectives for each student served. Develop curriculum-based lesson plans that are age, grade and skill appropriate.
- 11) Maintain accurate, complete, and up-to-date files for each student served. Such files should contain student therapy logs, evaluation reports, IEPs/ISPs/Intervention Plans (if applicable), progress reports, and records of correspondence regarding the student.
- 12) Participate as a member of the multidisciplinary team in evaluation and decision-making activities for any student referred for a suspected disability, where assessment of communicative status is required.
- 13) Make referrals to and communicate with qualified school professionals as appropriate.
- 14) Provide school administrators, teachers and parents with periodic progress reports and documentation for students served when needed.
- 15) Provide administrators with periodic reports of activities and caseload status through verbal and written communication, as appropriate.
- 16) Develop and provide home assignments for remedial/enrichment activities for homework practice and/or during vacation breaks, as needed.
- 17) Ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI and the Ohio Board of Speech Language Pathology & Audiology.
- 18) Adhere to federal, state and local law and regulations related to the delivery of speech/language services.
- 19) Adhere to confidentiality standards in the provision of speech/language services for all students.

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

This Agreement is made by the Wadsworth City Board of Education ("Board") and Partners for Success and Innovation ("Contractor") (collectively "Parties").

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

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

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

1. ENGAGEMENT AND DUTIES

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

To provide school health services for students and teachers in the Sacred Heart School which shall include Registered Nurse Services, Educational Aide and Health Aide Services as described in Attachment B.

2. TERM

This Agreement shall begin on August 18, 2021 and end July 31, 2022. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee's rate of pay for services rendered to the Board pursuant to this Agreement, as well as the required SERS contributions. Details of all fees are listed in Attachment A.

YEAR ONE: \$22,781 (Attachment A)

4. SERS

- a. The Contractor expressly acknowledges and agrees that the compensation received from the Board pursuant to Paragraph 3 of this Agreement is the only compensation that it will receive from the Board related to the Contractor's provision of services to the Board as outlined in Paragraph 1(c) of this Agreement.
- b. The Contractor expressly acknowledges and agrees that it is solely responsible for any liabilities the Board may incur as a result of the provision of services by the Contractor's employees to the Board under his Agreement, including, but not limited to, any present or future obligations to make contributions to School Employees Retirement System of Ohio ("SERS"), or any successor retirement system(s) to SERS.
- c. The Contractor expressly acknowledges and agrees that it shall be solely responsible for any payments, penalties, or interest the Board may owe, both now and in the future, to SERS (or any successor retirement system(s) to SERS), or any of Contractor's employees for failure to make required contributions to SERS related to any services provided to the Board by Contractor's employees pursuant to this Agreement.
- d. The Contractor expressly agrees that it shall provide the Board with sufficient information regarding its compensation to each of the Contractor's employees providing services to the Board under this Agreement so as to enable the Board to comply with its obligations to SERS. This information shall include, but is not limited to, a written report detailing each employee's rate of pay for services rendered to the Board pursuant to this agreement. The Contractor expressly agrees that it shall comply with any request from the Board for employee compensation information reasonably related to the Board's payments to SERS on behalf of such employee. In addition, the Contractor shall be responsible for forwarding payment to SERS equal to 24% (14% employer share and 10% employee share) within two business days of the Contractors payroll date. If the Contractor is delinquent in forwarding the payment and payroll information to SERS and the Board incurs a penalty from SERS, the Contractor will be liable for said penalty. In addition, the contractor will be responsible for forwarding confirmation from SERS to the Board that said payment was made by the contractor.
- e. The Contractor expressly agrees to indemnify and hold the Board harmless from any and all SERS (or any successor retirement system(s) to SERS) related claims

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP

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

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

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

7. LICENSURE/CERTIFICATION

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

8. CRIMINAL RECORDS CHECKS ON EMPLOYEES

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

9. DUTY TO REPORT CHILD ABUSE

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

10. NONDISCRIMINATION

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

11. INDEMNIFICATION

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

12. LIABILITY INSURANCE

At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at its sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If coverage changes, the Contractor must forward evidence of new coverage within ten (10) days of the change. The Board shall be named as Additional Insured for all policies except workers' compensation. The insurances shall be carried by insurance companies authorized and licensed to transact business in Ohio, as selected by the Contractor.

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

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

13. CONFIDENTIALITY/EDUCATIONAL AND STUDENT RECORDS

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

14. NOTICES

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

Such notices shall be provided to:

If to the Contractor:

Attention: Nancy Musci
Director of Administration
2112 Case Parkway South #10
Twinsburg, OH 44087-0468

If to the Board:

Andrew Hill
524 Broad St.
Wadsworth, OH 44281

15. TERMINATION

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

16. GOVERNING LAW

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

17. ENTIRE AGREEMENT

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

18. BENEFIT AND ASSIGNMENT

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

19. AMENDMENT

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

20. WAIVER OF BREACH

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

21. SURVIVAL

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

22. COUNTERPARTS

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

23. SUNSHINE LAW COMPLIANCE

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

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

[Redacted Signature]

Contractor*

8-16-2021

Date

[Redacted Signature]

Contractor*

8-16-2021

Date

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

WADSWORTH CITY
BOARD OF EDUCATION

By _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

Attachments: Board Resolution No. _____

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

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

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

ATTACHMENT A

The schools and services to be served by psi for the 2021-2022 school year are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

<u>School</u>	<u>Position</u>	<u>Hours per Wk</u>	<u>Days per Wk</u>	<u>Wks per Yr</u>	<u>Total Hours</u>	<u>Total Days</u>	<u>Annual Cost</u>
Sacred Heart	SHA Aide	22		38	836		\$20,047.28
Sacred Heart	RN	3		38	114		\$2,733.72

Total	\$22,781.00
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Additional Services to be billed at hourly charge, approved by a District or School Designee.

RESOLUTION # COMPLIMENTARY PASSES

WHEREAS, in accordance with state law, the Board of Education offers certain benefits to our employees; and

WHEREAS, the Board of Education offers certain benefits to community residents and other individuals; and

WHEREAS, the District and community benefit through the presence of District faculty, staff, and others identified in this resolution at school sponsored athletic and cultural events;

NOW, THEREFORE, BE IT RESOLVED by the Wadsworth City School District Board of Education as follows:

The Board of Education provides complimentary passes and waives payment of any entry fee to the events listed below for all employees, senior citizens and former board of education members for the 2021-2022 school year.

Complimentary passes/payment waiver applies to all District home events.

IT IS FOUND AND DETERMINED that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

_____ moved and _____ seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas: _____ Nays: _____

ADOPTED this 11th day of October, 2021.

Treasurer

OHSAA TOURNAMENT SITE AVAILABILITY AGREEMENT

{Page 1}

PLEASE COMPLETE, SIGN AND RETURN PAGE 1 TO LARRY ACKER BY SEPTEMBER 15, 2021.
Districts with multiple high schools may have a district level administrator sign one agreement to cover the entire district.

"OHSAA"	"Venue"
OHIO HIGH SCHOOL ATHLETIC ASSOCIATION an unincorporated association 4080 Roselea Place Columbus, Ohio 43214	Enter PUBLIC/NON-PUBLIC SCHOOL DISTRICT NAME AND ADDRESS Wadsworth City Schools 524 Broad St. Wadsworth, OH 44281

This Tournament Site Availability Agreement is effective as of August 1, 2021 and shall remain in effect for all tournament contests for The 2021-22 School Year.

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

FALL SPORTS

☐ Cross Country

☒ Boys Soccer

☒ Girls Soccer

☒ Volleyball

WINTER SPORTS

☒ Boys Basketball

☒ Girls Basketball

☐ Gymnastics

☐ Swimming & Diving

☒ Wrestling

SPRING SPORTS

☒ Baseball

☒ Softball

☐ Boys Tennis

☐ Track & Field

For those tournament events that are set up by the OHSAA/DAB for the "better seeded team" to host the tournament contest, Venue agrees to not charge the OHSAA/DAB any fee for the use of VENUE's premises and facilities; Venue further agrees to staff the tournament contests within the staffing fees defined by the OHSAA/DAB for the specific sport/contest.

Prior to any tournament contest commencing at Venue's premises and facilities, Venue will have the premises inspected by an OHSAA Certified Safety Professional for any latent or patent defects who will provide a report to OHSAA/DAB. VENUE warrants that the premises are safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

The parties hereto incorporate herein the OHSAA Tournament Site Agreement General Terms and Conditions 2021-2022 as if fully rewritten herein. The parties warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to Venue, these General Terms and Conditions are published on the OHSAA website at www.OHSAA.org.

SCHOOL VENUE: Wadsworth High School

By: Brad Musgrave

(Signature)

Its: Athletic Director

DATE 9-15-21

Email & Phone _____

OHSAA/Northeast District Athletic Board:

By: LARRY ACKER-{lacker@ohsaa.org}

4823-8637-7973, v. 1

RA
→ who
cost?

(Signature)

Its: SECRETARY DATE



OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

TOURNAMENT SITE AGREEMENT

GENERAL TERMS AND CONDITIONS

PREMISES

- a. Venue grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.
- b. Venue shall make available to the OHSAA the aforementioned facilities for as many days as there are contests, as well as the day before the first contest for event preparations. The OHSAA, via its employees and representatives may enter Venue's facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for their intended use.

CONSIDERATION

- a. OHSAA agrees to pay Venue in accordance with the FLAT FEE set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the Venue's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, site manager, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.

OPERATIONS

- a. Venue shall designate a "site manager" who shall be the Venue's liaison between Venue and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required to operate the tournament at Venue's site in accordance with the standards established by the OHSAA.
- b. The Venue's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at VENUE'S site. Furthermore, Venue shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this Agreement.
- c. Venue shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Executive Director or Executive Director's designee.

TICKETS

- a. **Electronic Ticketing:** The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at all of its tournament events. The OHSAA intends to offer the sale of electronic tickets to customers as a paperless, touchless process by which fans can gain entrance to OHSAA tournament events (note that a printing option of the electronic ticket is also available). HomeTown ticketing and/or the OHSAA shall provide adequate training of Venue personnel assigned to ticket gates and points of entrance to the facilities described herein.
- b. **Reports:** The Venue shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due to/from the OHSAA will be paid by check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

INSURANCE

Venue agrees to maintain insurance for the event with minimum limits for bodily/personal injury and property damage of \$1,000,000 per occurrence and \$5,000,000 aggregate. Venue shall list the OHSAA as an additional insured under such policy and provide proof of such insurance to the OHSAA at least 30 days prior to the first tournament contest.

FOOD, BEVERAGES, AND NOVELTIES

- a. **Concessions:** The rights to all concessions are reserved by Venue, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by Venue.
- b. **Alcoholic Beverages:** Venue agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.
- c. **Tobacco Products:** Venue agrees not to sell, permit the use of, or dispense any tobacco products on the premises during the event.
- d. **Signage:** Venue agrees to cover any alcohol or tobacco-related advertising during the aforementioned tournament. Venue agrees to cover or temporarily remove any signs that conflict with OHSAA sponsorships.
- e. **Merchandise / Novelties:** Venue agrees to allow OHSAA to sell merchandise/novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of Venue. ~~Venue waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). Venue agrees to pay any such fees not waived.~~ 9/16/20 31
MM

SPONSORSHIP, ADVERTISING AND PROMOTION

- a. Venue acknowledges the OHSAA sometimes partners with sponsors. Included in these sponsorship packages are the rights to advertise and market sponsors in and about the event facilities. The OHSAA shall be permitted to display its sponsors' banners and other forms of advertising/marketing in and about Venue's facilities.
- b. OHSAA acknowledges that during the term of this Agreement, Venue may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of Venue's rights, nothing about this acknowledgment or Agreement shall

confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Senior Director of Corporate Development relative to any such activities.

- c. Venue licenses its logos, name, image, and likeness to the OHSAA for purposes of promoting the tournament contests.

SUITABILITY

Venue certifies that its facilities are in good working condition and provide a safe environment for the OHSAA participants, staff and fans. At least 30 days prior to any tournament contests, Venue will have the premises inspected by an OHSAA Certified Safety Professional for any latent or patent defects who will provide a report to OHSAA/DAB. Venue warrants that the premises are safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

EST
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LICENSE, PERMITS

Venue warrants that it has obtained all necessary permits, licenses, and rights from all copyright holders and/or their agents for any and all music or works Venue may play over Venue's audio and visual systems before, during and after the subject contests and which music or works are protected by statutory or common-law copyrights or other proprietary law.

EMERGENCY ACTION PLAN

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

MEDIA

- a. Venue waives any television, radio, video, film, photography, and internet rights and/or access fees normally charged for events held at Venue's facilities and grants free and full access to OHSAA media rights holders as needed. ~~Venue will pay any such fees not waived.~~ M 9/14/2011
- b. Venue will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting, or parking facilities. ~~Venue will pay any such fees not waived.~~ M 9/14/2011
- c. Notwithstanding the foregoing provisions, Venue shall not be responsible to facilities or access that do/does not already exist at Venue's facility.

CANCELLATION

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

STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT

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

9/16/2020
MP

PARKING

- a. Venue shall provide parking for the event at no cost to fans in lots designated for such purpose by Venue. Such parking will be made available in lots on the premises. However, if Venue has charged a parking fee during Venue's regular season contest, Venue may continue to charge the parking fee charged during the regular season not to exceed \$5.00 per vehicle. If parking is charged by the Venue, the Venue may retain the revenues received from that parking fee. Venue will be responsible for all liabilities and expenses related to parking.
- b. Venue shall provide free parking accommodations for OHSAA personnel and guests.

~~INDEMNITY~~

~~Venue shall indemnify and hold the OHSAA, its officers, directors, employees, volunteers and agents, harmless from and against any and all liability and expense arising out of or imposed by law from claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, resulting from bodily injury or property damage, including loss of use thereof, to the extent caused by the negligence of Venue, its officers, directors, employees, volunteers, and agents, arising out of the subject matter of this agreement and the OHSAA's use of the premises.~~

9/16/2020
MP

FORCE MAJEURE

This agreement and performance thereof by the parties is in all respects be subject to delay or inability to perform all or any portion thereof by reasons of strikes, lockouts, market shortages of labor or materials, acts of God, war, public health crises, terrorism, accidents arising out of circumstances and conditions not directly due to negligence of the parties, or which may affect the parties' suppliers, or subcontractors; and without limitation by reason of any of the foregoing, by reason of any cause, condition or circumstances beyond the control of the parties, including but not limited to the intervention of any rules, law or regulation of any government, or any bureau or department, or any sovereign act, and the term of this agreement or any obligation of the parties hereunder will be extended by the period of such delay or terminated with a full refund of all fees paid.

NO WAIVER

No waiver, modification, or cancellation of any term or condition of this Agreement will be effective unless signed in writing by the party charged therewith.

GOVERNING LAW

This agreement shall be governed in accordance with Ohio law. Each party consents to the exclusive jurisdiction and venue of the courts located in Franklin County, Ohio, in connection with any dispute arising hereunder, and further submits to the personal jurisdiction of those courts.

NOTICES

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

OHSAA/ Northeast District Athletic Board
Attention: Larry Acker, Secretary
2480 Michael Way
Wooster, Ohio 44691

With copy to:

OHSAA
4080 Roselea Place
Columbus, OH 43214
Attention: Assistant Director of Operations

[Insert mailing address for Venue] _____

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

This Memorandum of Understanding is entered into this 7th day of October 2021, pursuant to Article X, Assignment & Changes of Assignment of Personnel of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

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

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

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

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

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

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

1. In an effort to hire the positions below as soon as possible, the posting period identified in 10.02 B will be modified for the bids below, as follows:

Initial Posting Date:

Closing Date for Posting:

Tuesday, October 5, 2021

Thursday, October 7, 2021 at 9:00 a.m.

Vacancies:

Job Application #:

Position:

1640

Bus Driver

1641

Vehicle Driver

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 Educational Support
Personnel Association OEA/NEA**

JoNell Fox, President

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

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

2021-2022 Wadsworth Advisory Committee Roster

Program	Committee Member	Company
Automotive Technologies	Adam Etling	Land Rover Solon
Automotive Technologies	Clark Wilson	Premier GMC
Automotive Technologies	Collin Miller	Murphy Tractor
Automotive Technologies	Frank Dennemiller	Mobile Service & Repair
Automotive Technologies	Jeff Mazzei	Fisher Federated Auto Parts
Automotive Technologies	Johnmark Ocheltree	Shearer Equipment
Automotive Technologies	Sam Adair	Stark State College
Carpentry	Jesse Smith	Former Carpentry Teacher
Carpentry	Joshua Kallai	Clean by Kallai Window Cleaning
Carpentry	Ryan McNeil	REM Construction
Carpentry	Chris Kallai Jr	CNK Construction
Carpentry	Kip Shipley	Wadsworth City School
Carpentry	Bill Simmons	Simmons Bros. Construction
Carpentry	Mark Thompson	Thompson Excavating
Carpentry	Bill Smith	Stiner Lumber
Carpentry	Austin Reddish	Senior Student
Carpentry	Zak Ryan	Davis Door
Carpentry	Brad Brman	Electrician
Carpentry	Jim Hankinson	Kimmel Heating & Air Conditioning
Engineering Design & Tech; Programming Design & Robotics	Jackie Schulte	SFS Intec
Engineering Design & Tech; Programming Design & Robotics	Ron Scozzari	SME Prime
Engineering Design & Tech; Programming Design & Robotics	Jennifer Sperbeck	SME Prime
Engineering Design & Tech; Programming Design & Robotics	Brian Steiner	PRC-Salttillo
Engineering Design & Tech; Programming Design & Robotics	Dan Chase	Parker Hannifin
Engineering Design & Tech; Programming Design & Robotics	Keri Neff,	ARCONIC
Engineering Design & Tech; Programming Design & Robotics	Chris Kallai	Kallai Construction
Engineering Design & Tech; Programming Design & Robotics	Pete Alexander	Wadsworth High School
Engineering Design & Tech; Programming Design & Robotics	Dan Kandray	University of Akron
Engineering Design & Tech; Programming Design & Robotics	Ben Weber	Clampco
Engineering Design & Tech; Programming Design & Robotics	Jeff Schaffer	Parker Hannifin
Engineering Design & Tech; Programming Design & Robotics	Wesley Carpentry	University of Akron

Program	Committee Member	Company
Engineering Design & Tech; Programming Design & Robotics	Lauren Thompson	Clampco
Engineering Design & Tech; Programming Design & Robotics	Scott Dilling	University of Akron
Engineering Design & Tech; Programming Design & Robotics	Robert McClenaghan	ContiTech USA Inc.
Engineering Design & Tech; Programming Design & Robotics	Derek Dunn	University of Akron
Engineering Design & Tech; Programming Design & Robotics	Josh Cramer	America Makes Education & Workforce
Family & Consumer Sciences	Carrie Knapp	Highland Local Schools
Family & Consumer Sciences	Trish Swanson	Wadsworth City Schools
Family & Consumer Sciences	Chrystan Richardson	City of Cuyahoga Falls
Family & Consumer Sciences	Dennis Ott	Ott Brothers Building & Design
Family & Consumer Sciences	Kathy Ott	Ott Brothers Building & Design
Family & Consumer Sciences	Jackie Hamilton	University of Akron
Family & Consumer Sciences	Shelly Rohrer	Wadsworth High School
Family & Consumer Sciences	Ben Cook	Marcum LLP
Job Training	Angela Rea	Barberton High School
Job Training	Al Daviso	The University of Akron
Job Training	Karen Kriss	Opportunities for Ohioans with Disabilities
Job Training	Dianna Rutherford	
Job Training	Shyanna Ritchey	
Job Training	Jonathon Martin	Galaxy Restaurant
Job Training	Erin Maruer	Windfall Industries
Job Training	Darla Ruff	Norton City Schools
Media Communications	Pam Csaky	Wadsworth City Schools
Media Communications	Justin Stine	Mosher Media
Media Communications	Juan Contreras Barberena	ZTV/University of Akron
Media Communications	Kristen Stipkovich	Venture Products, Inc
Media Communications	Jess Byard	Red Point Digital
Media Communications	Scott Hallgren	Kent State University
Media Communications	Kevin Denee	Eyedeal Graphics
Media Communications	David Jones	David L Jones

The Board of Education of Wadsworth City School District, County of Medina, Ohio, met in regular session on October 11, 2021, commencing at 7:00 p.m., at Wadsworth High School, Wadsworth, Ohio, with the following members present:

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE REDEMPTION, DEFEASANCE AND PAYMENT IN FULL OF THE SCHOOL DISTRICT’S (I) SCHOOL IMPROVEMENT REFUNDING BONDS, SERIES 2016 IN THE PRINCIPAL AMOUNT OF \$2,430,000, (II) SCHOOL IMPROVEMENT REFUNDING BONDS, SERIES 2017A IN THE PRINCIPAL AMOUNT OF \$224,782, AND (III) SCHOOL IMPROVEMENT REFUNDING BONDS, SERIES 2017B IN THE PRINCIPAL AMOUNT OF \$920,000 AND REQUESTING CESSATION OF THE COLLECTION OF TAXES RELATED TO THE BOND LEVY APPROVED BY THE VOTERS ON NOVEMBER 4, 1997.

WHEREAS, at an election held on November 4, 1997, on the question of issuing bonds (the “1997 Bond Levy”) of the Wadsworth City School District, Ohio (the “School District”) in the principal amount of \$30,000,000 for the purpose of paying the costs of constructing two new elementary school buildings and a new junior high school building; renovating Central Middle School; constructing additions to the High School; and renovating, remodeling, equipping, furnishing and otherwise improving school facilities and acquiring, clearing and improving their sites, and levying property taxes outside the ten-mill limitation to pay the annual debt charges on those bonds, the requisite majority of those voting on the question voted in favor of it; and

WHEREAS, pursuant to the 1997 Bond Levy and a resolution of this Board adopted on April 13, 1998 (No. 98-04-63) (the “1998 Original Bond Legislation”), the School District issued its School Improvement Bonds, Series 1998, dated as of April 1, 1998 with respect to the Current

Interest Bonds and May 7, 1998 with respect to the Capital Appreciation Bonds, for the aforementioned purpose (the “Series 1998 Bonds”); and

WHEREAS, pursuant to the 1997 Bond Levy and a resolution of this Board adopted on April 12, 1999 (No. 99-04-70) (the “1999 Original Bond Legislation”), the School District issued its School Improvement Bonds, Series 1999, dated as of April 15, 1999 with respect to the Current Interest Bonds and May 12, 1999 with respect to the Capital Appreciation Bonds, for the aforementioned purpose (the “Series 1999 Bonds”); and

WHEREAS, pursuant to the 1997 Bond Levy and a resolution of this Board adopted on March 13, 2000 (No. 00-03-49) (the “2000 Original Bond Legislation”), the School District issued its School Improvement Bonds, Series 2000, dated as of April 1, 2000 with respect to the Current Interest Bonds and April 27, 2000 with respect to the Capital Appreciation Bonds, for the aforementioned purpose (the “Series 2000 Bonds”); and

WHEREAS, pursuant to two resolutions adopted of this Board each adopted on January 1, 2006 (Nos. 06-1-19 and 06-1-20) (the “2006A Original Bond Legislation”) the School District issued its School Improvement Refunding Bonds, Series 2006, dated June 6, 2006 for the purpose of refunding a portion of the Series 1999 Bonds and Series 2000 Bonds (the “Series 2006 Bonds”); and

WHEREAS, pursuant to a resolution adopted of this Board adopted on December 11, 2006 (No. 06-12-200) (the “2006B Original Bond Legislation”) the School District issued its School Improvement Refunding Bonds, Series 2007, dated February 20, 2007 for the purpose of refunding a portion of the Series 1998 Bonds (the “Series 2007 Bonds”); and

WHEREAS, pursuant to a resolution adopted of this Board on February 8, 2016 (No. 16-02-17) (the “2016 Original Bond Legislation”) the School District issued its School Improvement Refunding Bonds, Series 2016, dated April 12, 2016 for the purpose of refunding a portion of the Series 2006 Bonds (the “Series 2016 Bonds”), which are currently outstanding in the aggregate principal amount of \$2,430,000 with maturity dates of December 1, 2021 and December 1, 2022 (the “Outstanding 2016 Bonds”); and

WHEREAS, pursuant to two resolutions adopted of this Board on April 10, 2017 and July 10, 2017 (Nos. 17-04-42 and 17-07-77) (the “2017A Original Bond Legislation”) the School District issued its School Improvement Refunding Bonds, Series 2017A, dated September 5, 2017 for the purpose of, among other things, refunding a portion of the Series 2007 Bonds (the “Series 2017A Bonds”), which such Series 2017A Bonds related to the refunding of the Series 2007 Bonds are currently outstanding in the aggregate principal amount of \$224,782 with a maturity date of December 1, 2021 (the “Outstanding 2017A Bonds”); and

WHEREAS, pursuant to a resolution adopted of this Board on April 10, 2017 (No. 17-04-42) (the “2017B Original Bond Legislation”) the School District issued its School Improvement Refunding Bonds, Series 2017B, dated September 5, 2017 for the purpose of refunding a portion of the Series 2007 Bonds, are currently outstanding in the aggregate principal amount of \$920,000 with a maturity date of December 1, 2021 (the “Outstanding 2017B Bonds” and,

together with the Outstanding 2016 Bonds and the Outstanding 2017A Bonds, the “Outstanding Bonds”); and

WHEREAS, the December 1, 2022 maturity of the Outstanding 2016 Bonds, (the “Redeemable Outstanding Bonds”) are subject to optional redemption prior to maturity by and at the sole option of the School District, either in whole or in part on any date, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the redemption date on or after December 1, 2021; and

WHEREAS, as of the date of this Resolution, the School District has enough funds to redeem (as to Redeemable Outstanding Bonds), defease and pay in full the Outstanding Bonds; and

WHEREAS, upon the defeasance of the Outstanding Bonds, it will no longer be necessary to collect the 1997 Bond Levy; and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the School District to (i) redeem (as to Redeemable Outstanding Bonds), defease and pay in full the Outstanding Bonds, and (ii) request that the Medina County Auditor cease collecting the 1997 Bond Levy as of tax collection year 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Wadsworth City School District, County of Medina, Ohio, that:

Section 1. Payment in Full of Outstanding Bonds. This Board determines that it is necessary and in the best interest of the School District to redeem (as to Redeemable Outstanding Bonds), defease and pay in full the Outstanding Bonds. The Treasurer is authorized and directed to give to The Huntington National Bank, as the authenticating agent, bond registrar, transfer agent and paying agent for the Outstanding Bonds (the “2016 Bond Registrar”), promptly after the date of this Resolution, written notice of the call for redemption of the Redeemable Outstanding Bonds on December 1, 2021. This Board directs the Treasurer to provide moneys of the School District designated for payment of debt service on the Outstanding Bonds to provide for the timely payment, in accordance with this Resolution, of all principal of and interest that will be due and payable on the Outstanding Bonds through and including December 1, 2021. Furthermore, the Treasurer is specifically authorized to file a notice with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access electronic repository of the adoption of this Resolution and include therein any other information and statements deemed relevant to such notice in the judgment of the Treasurer.

Section 2. Escrow Fund. There is hereby created in the School District’s Bond Retirement Fund a subfund designated the “Wadsworth City School District (County of Medina) Series 2016 Bonds/Series 2017A Bonds/Series 2017B Bonds Escrow Fund” which shall be held and maintained for the benefit of the registered owners of the Outstanding Bonds and is pledged for the payment of principal of and interest on the Outstanding Bonds. The Treasurer is hereby authorized and directed to deposit in the Escrow Fund any funds on deposit in the Bond Retirement Fund for the payment of debt charges on the Outstanding Bonds. Those funds are

appropriated and shall be applied to pay principal of and interest on the Outstanding Bonds on December 1, 2021, as provided for in this Resolution.

Section 3. Cessation of the Collection of the 1997 Bond Levy. Upon the deposit of the funds pursuant to Section 2 hereof, and the execution and transmittal of the required notice to the 2016 Bond Registrar pursuant to Section 1 hereof, the Treasurer is authorized to notify the Medina County Auditor to cease the collection of the 1997 Bond Levy as of tax collection year 2022.

Section 4. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken in open meetings of this Board or of its committees, and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

_____ seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TREASURER'S CERTIFICATION

The above is a true and correct excerpt from the minutes of the regular meeting of the Board of Education of Wadsworth City School District, County of Medina, Ohio, held on October 11, 2021, commencing at 7:00 p.m., at Wadsworth High School, Wadsworth, Ohio, showing the adoption of the Resolution set forth above.

Dated: October 11, 2021

Treasurer, Board of Education
Wadsworth City School District, Ohio

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	001									
	001-0000	GENERAL FUND:	\$ 17,435,284.40	\$ 1,973,024.23	\$ 21,249,047.18	\$ 4,489,322.74	\$ 12,444,272.53	\$ 26,240,059.05	\$ 5,865,425.54	\$ 20,374,633.51
	001-9000	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	001-9001	GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT	56,325.09	5,353.29	8,353.29	5,583.62	5,583.62	59,094.76	1,800.00	57,294.76
	001-9002	GENERAL FUND: FOOD SERV. DONATIONS	893.86	63.53	190.16	0.00	0.00	1,084.02	13.10	1,070.92
	001-9094	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	001-920R	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 1,978,441.05	\$ 4,494,906.36	\$ 5,867,238.64	\$ 20,432,999.19				
Fund:	002									
	002-0000	BOND RETIREMENT SERIES 98,99,00 ISSUES	3,076,751.62	32,802.49	1,131,372.49	16,349.48	16,349.48	4,191,774.63	0.00	4,191,774.63
	002-9000	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	002-9100	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	002-9200	BOND RETIREMENT - ENERGY CONSERVATION 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	002-9300	BOND RETIRE LIBRARY 2001	478,152.13	5,133.11	176,773.11	2,554.64	2,554.64	652,370.60	0.00	652,370.60
	002-9400	BOND RETIRE: 2008 BONDS (\$65,650,000)	4,649,005.42	60,476.62	2,085,956.62	30,144.42	30,144.42	6,704,817.62	0.00	6,704,817.62
	002-9500	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 8,203,909.17	\$ 98,412.22	\$ 3,394,102.22	\$ 49,048.54	\$ 49,048.54	\$ 11,548,962.85	\$ 0.00	\$ 11,548,962.85
Fund:	003									
	003-0000	PERMANENT IMPROVEMENT LEVY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	003-900C	COMMUNITY CENTER ENTERPRISE FUND	185,836.68	0.00	0.00	0.00	311.25	185,525.43	3,381.85	182,143.58
	003-900S	SUMMA HOSPITAL ENTERPRISE FUND	54,839.82	0.00	0.00	0.00	6,054.04	48,785.78	695.00	48,090.78
			\$ 240,676.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,365.29	\$ 234,311.21	\$ 4,076.85	\$ 230,234.36
Fund:	004									
	004-0000	CONSTRUCTION FUND: OFCC - LFI	(2,102,556.73)	0.00	0.00	0.00	0.00	(2,102,556.73)	0.00	(2,102,556.73)
	004-900C	CONSTRUCTION FUND: CITY OF WADS. COMM. CENTER	2,109,938.61	0.00	0.00	0.00	3,807,027.53	(1,697,088.92)	7,381.88	(1,704,470.80)
	004-900H	BUILDING FUND: WRH SUMMA MED. OFFICE BLDG.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 7,381.88	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,807,027.53	\$ (3,799,645.65)	\$ 7,381.88	\$ (3,807,027.53)
Fund:	006									
	006-0000	FOOD SERVICES	518,555.15	17,831.55	29,301.83	76,276.67	162,298.62	385,558.36	932,460.49	(546,902.13)
	006-9001	FOOD SERVICE FEDERAL AWARD:	595,735.96	92,061.31	166,879.37	42,645.93	98,982.34	663,632.99	0.00	663,632.99
			\$ 1,114,291.11	\$ 109,892.86	\$ 196,181.20	\$ 118,922.60	\$ 261,280.96	\$ 1,049,191.35	\$ 932,460.49	\$ 116,730.86

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:		007								
	007-0000	SPECIAL TRUST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	007-900S	SAFETY TOWN FUND	2,348.43	0.00	5,260.00	128.44	1,311.74	6,296.69	615.17	5,681.52
	007-9091	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	007-9092	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	007-955C	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 2,348.43	\$ 0.00	\$ 5,260.00	\$ 128.44	\$ 1,311.74	\$ 6,296.69	\$ 615.17	\$ 5,681.52
Fund:		009								
	009-0000	UNIFORM SCHOOL SUPPLIES FUND	32,227.89	3,191.00	7,684.00	683.04	1,360.89	38,551.00	33,964.41	4,586.59
			\$ 32,227.89	\$ 3,191.00	\$ 7,684.00	\$ 683.04	\$ 1,360.89	\$ 38,551.00	\$ 33,964.41	\$ 4,586.59
Fund:		010								
	010-0000	CLASSROOM FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	010-900L	OSFC LOCAL SHARE	6,224,811.13	0.00	0.00	0.00	0.00	6,224,811.13	0.00	6,224,811.13
	010-900Q	OSFC: QSCB BONDS (ISHAM / VALLEY VIEW)	(543,055.88)	0.00	0.00	0.00	0.00	(543,055.88)	0.00	(543,055.88)
	010-900S	OSFC STATE SHARE	(321,876.76)	0.00	0.00	0.00	0.00	(321,876.76)	13,906.79	(335,783.55)
			\$ 5,359,878.49	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,359,878.49	\$ 13,906.79	\$ 5,345,971.70
Fund:		011								
	011-0000	C.T. CUSTOMER SERVICE FUND	30,712.76	0.00	199,829.08	33,592.37	101,193.34	129,348.50	106,127.72	23,220.78
	011-9001	C.T. CUSTOMER SERV AUTOMOTIVES	576.72	232.18	256.31	330.61	330.61	502.42	20,419.29	(19,916.87)
	011-9002	C.T. CUSTOMER SERV JR CARPENTRY	(6,398.39)	0.00	4,500.00	1,939.65	1,981.07	(3,879.46)	49,383.52	(53,262.98)
			\$ 24,891.09	\$ 232.18	\$ 204,585.39	\$ 35,862.63	\$ 103,505.02	\$ 125,971.46	\$ 175,930.53	\$ (49,959.07)
Fund:		012								
	012-0000	ADULT/COMMUNITY EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		013								
	013-900C	COMMUNITY CENTER/WHs OPERATING FUND	30,897.36	0.00	0.00	842.54	5,799.62	25,097.74	16,987.46	8,110.28
			\$ 30,897.36	\$ 0.00	\$ 0.00	\$ 842.54	\$ 5,799.62	\$ 25,097.74	\$ 16,987.46	\$ 8,110.28
Fund:		014								
	014-0000	FOUR CITIES CAREER TECH COMPACT FUND	106,194.87	0.00	0.00	23,581.40	106,596.45	(401.58)	61,764.75	(62,166.33)
	014-9001	FOUR CITIES: FIRST PROGRAM (NORTON)	(0.02)	0.00	0.00	0.00	0.00	(0.02)	0.00	(0.02)
	014-9089	ROTARY-INTERNAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 106,194.85	\$ 0.00	\$ 0.00	\$ 23,581.40	\$ 106,596.45	\$ (401.60)	\$ 61,764.75	\$ (62,166.35)
Fund:		017								
	017-0000	LIBRARY CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:		018								
	018-0000	PUBLIC SCHOOL SUPPORT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	018-973C	FOUR CITY CTA COMPACT DIRECTORS FUND	2.31	0.00	0.00	0.00	0.00	2.31	3,996.00	(3,993.69)
	018-974A	CENTRAL OFFICE ADMINISTRATORS FUND	8,375.24	0.00	0.00	601.22	672.30	7,702.94	1,749.31	5,953.63
	018-974B	DISTRICT SPIRIT COMMITTEE FUND	6,098.50	0.00	0.00	0.00	0.00	6,098.50	0.00	6,098.50
	018-974C	CENTRAL INTERMEDIATE PRINCIPAL FUND	17,190.89	0.00	0.00	967.87	4,813.88	12,377.01	6,721.35	5,655.66
	018-974K	HURRICANE KATRINA RELIEF FUND (2005)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	018-974T	TRANSPORTATION 018 ACCOUNT	1,905.13	0.00	205.62	0.00	53.85	2,056.90	646.15	1,410.75
	018-975F	FRANKLIN SCHOOL PRINCIPAL'S FUND	6,300.56	0.00	50.00	1,917.20	2,987.84	3,362.72	7,567.72	(4,205.00)
	018-976I	ISHAM SCHOOL PRINCIPAL'S FUND	3,154.55	400.00	400.00	1,568.58	2,100.28	1,454.27	5,934.69	(4,480.42)
	018-977L	LINCOLN SCHOOL PRINCIPAL'S FUND	6,181.76	0.00	0.00	285.69	1,179.91	5,001.85	4,136.56	865.29
	018-978D	OVERLOOK: SUNSHINE FUND	261.45	0.00	0.00	0.00	0.00	261.45	0.00	261.45
	018-978O	OVERLOOK SCHOOL PRINCIPAL'S FUND	3,067.87	882.47	1,031.47	273.55	1,303.24	2,796.10	3,708.65	(912.55)
	018-979L	PUBLIC SCHOOL SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	018-979V	VALLEY VIEW PRINCIPAL'S FUND	6,226.59	755.96	755.96	206.96	738.66	6,243.89	3,083.00	3,160.89
	018-980D	WMS: DOLLARS FOR DENIM PAY IT FORWARD	1,073.24	320.00	920.00	0.00	0.00	1,993.24	0.00	1,993.24
	018-980M	WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND	7,492.49	25.50	48.50	299.28	781.94	6,759.05	8,639.49	(1,880.44)
	018-981D	WHS: DOLLARS FOR DENIM PAY IT FORWARD	1,213.01	1,235.00	2,347.00	0.00	0.00	3,560.01	0.00	3,560.01
	018-981H	HIGH SCHOOL PRINCIPAL'S FUND	2,620.18	940.00	9,326.00	940.30	2,485.65	9,460.53	20,952.79	(11,492.26)
			\$ 71,163.77	\$ 4,558.93	\$ 15,084.55	\$ 7,060.65	\$ 17,117.55	\$ 69,130.77	\$ 67,135.71	\$ 1,995.06
Fund:		019								
	019-0000	MHJ GRANT: S KURT MATH WHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9006	MEDINA CTY SHARE CLUSTER (M. NEUMANN)	7,743.18	50.00	50.00	0.00	0.00	7,793.18	4,750.00	3,043.18
	019-9007	MED CTY CRISES RESPONSE TEAM (B.BEAL)	12,117.54	0.00	0.00	0.00	0.00	12,117.54	4,400.00	7,717.54
	019-9008	ADAM H BOARD: PREVENTION GRANT	19,115.40	0.00	0.00	0.00	7,210.95	11,904.45	10,360.00	1,544.45
	019-9010	MCDAC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9012	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9016	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	019-9017	TECH PREP: NURSING - EQUIPMENT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	019-9018	TECH PREP: FIRE/EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9019	TECH PREP: NURSING PICNIC / OTHER PICNIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-901G	WGCF: MINDFUL MUSIC CLOONON 2019	850.00	0.00	0.00	0.00	0.00	850.00	850.00	0.00
	019-9020	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9024	TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-902G	WGCF: WORKBENCH/TOOLKIT CROOKES 2019	4.66	0.00	0.00	0.00	0.00	4.66	4.66	0.00
	019-903G	WGCF: GRAPH CALC WHS MATH 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-904G	WGCF: SUMMER READING SCHMELTZER 2019	386.85	0.00	0.00	0.00	0.00	386.85	386.85	0.00
	019-905G	WGCF: FLEX SEATNG LINN 2019	63.66	0.00	0.00	0.00	0.00	63.66	59.88	3.78
	019-906G	WGCF: 3M GRANT STEM CLUB FRANKLIN	6,500.00	0.00	0.00	0.00	0.00	6,500.00	0.00	6,500.00
	019-907G	WGCF: WELL BEING STUDIO GUNN ISHAM 2020	503.87	0.00	0.00	0.00	0.00	503.87	0.00	503.87
	019-908G	WGCF: SENSORY ROOM WILSON 2020	31.00	0.00	0.00	0.00	0.00	31.00	0.00	31.00
	019-9090	DOLLAR GENERAL SUMMER READING GRANT 2019	9.35	0.00	0.00	0.00	0.00	9.35	0.00	9.35
	019-9091	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9092	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9093	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9094	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9097	MCDAC GRANT FY 97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9098	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-909G	WGCF: STEAM VV LIBRARY OWENS VV 2020	134.57	0.00	0.00	0.00	0.00	134.57	134.33	0.24
	019-9101	MHJ GRANT: C JOHNSON READING STRATEGIES THAT	349.22	0.00	0.00	0.00	0.00	349.22	0.00	349.22
	019-9102	MHJ GRANT: TITUS READING GRANT FY15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9103	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9104	GPD STEM GRANT: JESSICA CHADA FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9105	MHJ GRANT: 7 MINDSETS PD 5-8 GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9106	LUKE ENG GRANT: MAKERS SPACE V.V.	3,304.15	0.00	1,000.00	734.37	734.37	3,569.78	719.99	2,849.79
	019-9107	MHJ GRANT: STEM CAMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9108	STEM CAMP LOCAL GRANTS /	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
		DONATIONS								
019-9109		STEM CLB GRATN ALCOLA FY2017	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
019-910G		WGCF: ROBOTICS CAMP SHALALA 2020	2,250.00	0.00	0.00	0.00	0.00	2,250.00	0.00	2,250.00
019-9110		PIZZA HUT BOOK IT GRANT: E PETIT (2017)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9111		FOOD SERVICE: AMERICAN DAIRY ASSOC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9114		BELIEVE IN OHIO GRANT WHS (FY2016)	225.84	0.00	400.00	0.00	0.00	625.84	0.00	625.84
019-911G		WGCF: LIBRARY CLAYPOOL LINCOLN 2020	27.80	0.00	0.00	0.00	0.00	27.80	0.00	27.80
019-912G		WGCF: ELA BOOKS L.SMITH WHS 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9131		DEPARTMENT OF NATURAL RESOURCE - GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-913G		WGCF: WMS COURTYARD P JURY WMS 2020	1,000.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00
019-914G		WGCF: GRIZZLY GRP MENTORING GOOD WHS 2020	15.18	0.00	0.00	0.00	0.00	15.18	0.00	15.18
019-915G		WGCF: CIS MUSIC A MUHL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-916G		WGCF: V.V. SENSORY ROOM H DUERR	2,798.92	0.00	0.00	149.99	149.99	2,648.93	156.98	2,491.95
019-917G		WGCF: OVERLOOK READING A ZWISLER	1,633.97	0.00	0.00	0.00	0.00	1,633.97	0.00	1,633.97
019-918G		WGCF: CIS P.E. M MINICK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-918M		MCDAC GRANT FY 18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9191		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9192		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9198		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9199		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-919G		WGCF: V.V. STEAM J MARINI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-919M		MCDAC GRANT FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9201		TECH PREP: MARKETING BARBERTON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9202		SPECIAL ED WORKFORCE: SCHROCK FY 2012	608.75	0.00	0.00	0.00	0.00	608.75	0.00	608.75
019-9203		MHJ GRANT: 6+1 TRAITS BENNETT/JOHNSON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9204		MHJ GRANT: POWER READING CROOKES -FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9225		WMS CLINICAL RM ECOSYSTEM GRANT P. JUREY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9226		GPD GRANT: V.V SENSORY ROOM - HASSINGER 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9299		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9301		OTHER GRANT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
019-9302		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9303		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9304		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9305		TECH PREP: MARKETING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9306		GENE HAAS: FOUNDATION CAREER TECH SCHOLARSHIP	5,600.00	0.00	0.00	0.00	0.00	5,600.00	0.00	5,600.00
019-9307		HAAS FOUNDATION PD GRANT (FY20)	9,748.82	0.00	0.00	0.00	0.00	9,748.82	0.00	9,748.82
019-9308		ISHAM WEATHER CLINICAL RESEARCH GRANT	0.29	0.00	0.00	0.00	0.00	0.29	0.00	0.29
019-9401		MHJ GRANT: SCHMELTZER LITERATURE FY 14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9402		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9403		SME PRIME: SCHOOL GRANT	16,546.54	0.00	10,000.00	0.00	0.00	26,546.54	235.72	26,310.82
019-9404		TECH PREP: NETWORKING TECHNOLOGY	34.36	0.00	0.00	0.00	0.00	34.36	34.36	0.00
019-9405		TECH PREP: BUSINESS TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9406		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9407		TECH PREP: ATHLETIC, HEALTH CARE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9408		TECH PREP: ADVANCEMENT TO NURSING GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9501		WMS PRINCIPALS GROUP: JACKSON	2,304.00	450.00	450.00	0.00	0.00	2,754.00	2,562.19	191.81
019-9502		SAFE ROUTE TO SCHOOLS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9503		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9504		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9505		WADSWORTH SCHOOLS: 135TH FY 2006 (1870)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9506		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9507		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9508		TECH PREP: FIRE/EMT-CRIM. JUSTICE (BARB.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9509		HEALTH EDUC. MINI GRANT (C.COLLINS) WELLNESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9601		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9602		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9603		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9604		TECH PREP: FY06 AUTOMOTIVE TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9605		TECH PREP: FY06 WEB PROGRAMING TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9606		OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9607		CAMP CAN DO: S SCHROCK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
		SUMMER 2007								
	019-9701	OTHER GRANT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	019-9702	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9703	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-976I	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-977L	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-978O	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9801	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9802	TECH PREP: MARKETING ALL SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9803	TECH PREP: MARKETING - BARBERTON	270.34	0.00	0.00	0.00	0.00	270.34	270.34	0.00
	019-9804	WMS: CARE TEAM AFTER SCHOOL PROGRAM	(231.63)	0.00	7,900.00	0.00	0.00	7,668.37	10,909.49	(3,241.12)
	019-9805	ODNR FISHING CLUB GRANT (SHIARLA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9806	TECH PREP: FY08 MARKETING WADSWORTH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9807	TECH PREP: FY08 MARKETING COPLEY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9808	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9809	TECH PREP: FY08 TEACHER AID PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9810	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9811	TECH PREP: IT CISCO GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9812	TECH PREP: MARKETING (WADS / NORT / COP)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9813	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-981H	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9901	TECH PREP: FY09 J VANKIRK COMPUTER TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9902	TECH PREP: COMPASS TESTING - TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9903	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9904	OHIO DEVELOPMENT DISABILITIES COUNCIL-SAYRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9905	LOWES GRANT--VALLEY VIEW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9906	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 93,946.63	\$ 500.00	\$ 19,800.00	\$ 884.36	\$ 8,095.31	\$ 105,651.32	\$ 36,834.79	\$ 68,816.53
Fund:	020									
	020-0000	BEAR CUB ACADEMY	4,786.01	20,963.36	30,319.36	21,650.61	49,641.25	(14,535.88)	33,376.64	(47,912.52)
			\$ 4,786.01	\$ 20,963.36	\$ 30,319.36	\$ 21,650.61	\$ 49,641.25	\$ (14,535.88)	\$ 33,376.64	\$ (47,912.52)
Fund:	022									
	022-0000	C.I./A.I.M.S PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	022-901H	JOHN AUL MEMORIAL	61.99	0.00	0.00	0.00	0.00	61.99	0.00	61.99

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	022-9090	L & J FUND ORIGINAL CONTRIBUTIONS	\$ 20,706.46	\$ 0.00	\$ 0.00	\$ 450.00	\$ 450.00	\$ 20,256.46	\$ 1,965.00	\$ 18,291.46
	022-9091	L & J FUND: FIELD TRIP FUND	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00
	022-9511	DISTRICT AGENCY	0.32	0.00	0.00	0.00	0.00	0.32	0.00	0.32
	022-9512	OHSAA TOURNAMENT: BOYS BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	022-9513	OHSAA TOURNAMENT: BOYS SOCCER	35.47	0.00	0.00	0.00	0.00	35.47	0.00	35.47
	022-9516	OHSAA TOURNAMENT: FOOTBALL	155.07	0.00	0.00	0.00	0.00	155.07	0.00	155.07
	022-9517	OHSAA TOURNAMENT: BOYS LACROSSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	022-9528	OHSAA TOURNAMENT: WRESTLING	160.52	0.00	0.00	0.00	0.00	160.52	0.00	160.52
	022-9532	OHSAA TOURNAMENT: GIRLS BASKETBALL	27.43	0.00	0.00	0.00	0.00	27.43	0.00	27.43
	022-9533	OHSAA TOURNAMENT: GIRLS SOCCER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	022-9534	OHSAA TOURNAMENT: SOFTBALL	0.48	0.00	0.00	0.00	0.00	0.48	0.00	0.48
	022-9536	OHSAA TOURNAMENT: GIRLS LACROSSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	022-974C	L&J FUND CIS FIELDTRIPS	10,828.43	0.00	0.00	0.00	0.00	10,828.43	0.00	10,828.43
	022-975F	L&J FUND FRANKLIN FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	022-976I	L&J FUND ISHAM FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	022-977L	L&J FUND LINCOLN FIELDTRIPS	3,045.24	0.00	0.00	0.00	0.00	3,045.24	1,600.00	1,445.24
	022-978O	L&J FUND OVERLOOK FIELDTRIPS	673.79	0.00	0.00	0.00	0.00	673.79	450.00	223.79
	022-979V	L&J FUND VALLEY VIEW FIELDTRIPS	1,700.08	0.00	0.00	0.00	0.00	1,700.08	193.60	1,506.48
			\$ 47,395.28	\$ 0.00	\$ 0.00	\$ 450.00	\$ 450.00	\$ 46,945.28	\$ 4,208.60	\$ 42,736.68
Fund:	024									
	024-0000	WCSD EMPLOYEE BENEFITS INSURANCE FUND	58,548.79	22,167.54	64,221.13	23,955.94	73,143.78	49,626.14	271,078.18	(221,452.04)
			\$ 58,548.79	\$ 22,167.54	\$ 64,221.13	\$ 23,955.94	\$ 73,143.78	\$ 49,626.14	\$ 271,078.18	\$ (221,452.04)
Fund:	025									
	025-9096	COMPUTER NETWORK CLASS 'A'SIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	029									
	029-0000	FRANK H. CLOSE SCHOLARSHIP FUND	192.49	0.00	0.00	0.00	0.00	192.49	0.00	192.49
	029-9001	BERNADINE H. KOVALCHIN SCHOLARSHIP FUND	28,450.68	0.00	0.00	0.00	0.00	28,450.68	3,000.00	25,450.68
	029-9002	MARK SCHERBA MEMORIAL	1.66	0.00	0.00	0.00	0.00	1.66	0.00	1.66

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	029-9003	SCHOLARSHIP EDUCATION FOUNDATION FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	029-9004	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	029-9005	KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP	10,690.12	0.00	0.00	0.00	0.00	10,690.12	1,132.00	9,558.12
	029-9006	MACKEY SCHOLARSHIP	19,426.88	0.00	0.00	0.00	0.00	19,426.88	0.00	19,426.88
	029-9007	DANIEL VAN AUKEN SCHOLARSHIP FUND	19,109.39	0.00	0.00	2,037.12	2,676.92	16,432.47	3,605.07	12,827.40
	029-9008	DAVID SLADKY SCHOLARSHIP FUND	3,408.90	0.00	0.00	0.00	0.00	3,408.90	0.00	3,408.90
	029-9009	GEORGE ZITO SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	029-9010	SHAWN RILEY VAN DYKE SCHOLARSHIP FUND	11,058.27	0.00	0.00	0.00	0.00	11,058.27	0.00	11,058.27
	029-9011	MARK D LANGE SCHOLARSHIP FUND	6,971.55	0.00	300.00	0.00	0.00	7,271.55	0.00	7,271.55
	029-917H	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 99,309.94	\$ 0.00	\$ 300.00	\$ 2,037.12	\$ 2,676.92	\$ 96,933.02	\$ 7,737.07	\$ 89,195.95
Fund:	034									
	034-0000	CLASSROOM FACILITIES MAINTENANCE FUND	2,507,843.40	0.00	0.00	45,848.00	87,494.40	2,420,349.00	135,565.39	2,284,783.61
			\$ 2,507,843.40	\$ 0.00	\$ 0.00	\$ 45,848.00	\$ 87,494.40	\$ 2,420,349.00	\$ 135,565.39	\$ 2,284,783.61
Fund:	071									
	071-0000	SALES TAX: PERM. IMPROVEMENTS FUND	2,354,782.49	0.00	637,952.70	34,613.45	108,493.26	2,884,241.93	196,863.29	2,687,378.64
			\$ 2,354,782.49	\$ 0.00	\$ 637,952.70	\$ 34,613.45	\$ 108,493.26	\$ 2,884,241.93	\$ 196,863.29	\$ 2,687,378.64
Fund:	200									
	200-900W	CLASS OF 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-901W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-902H	GRIZZLY RPG CLUB (ROLL PLAYING GAME)	43.58	0.00	0.00	0.00	0.00	43.58	159.50	(115.92)
	200-902W	CLASS OF 2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-903H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-903W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-904H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-904W	CLASS OF 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-905W	CLASS OF 2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-906H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-906W	CLASS OF 2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-907H	WEB PROGRAMMING AND DESIGN	249.86	0.00	0.00	0.00	0.00	249.86	0.00	249.86
	200-907W	CLASS OF 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	200-908H	ROTARY INTER-ACT: YOUTH	70.99	0.00	0.00	0.00	0.00	70.99	65.00	5.99

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
		ROTARY CLUB								
200-908W		CLASS OF 2008	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
200-909H		CADD STUDENT ACTIVITY ACCOUNT	(325.84)	0.00	0.00	0.00	0.00	(325.84)	0.00	(325.84)
200-909W		CLASS OF 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910W		CLASS OF 2010	215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44
200-911H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-911W		CLASS OF 2011	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-912H		FRENCH CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-912W		CLASS OF 2012	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-913A		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913B		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913C		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913D		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913W		CLASS OF 2013	156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48
200-914C		ROOTS AND SHOOTS CENTRAL INTERMEDIATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-914H		S.A.D.D. WADSWORTH HIGH SCHOOL	(192.38)	0.00	0.00	0.00	0.00	(192.38)	0.00	(192.38)
200-914M		TAGG - WADSWORTH MIDDLE SCHOOL	763.93	0.00	0.00	0.00	0.00	763.93	0.00	763.93
200-914W		CLASS OF 2014:	122.04	0.00	0.00	0.00	0.00	122.04	0.00	122.04
200-915H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-915W		CLASS OF 2015	198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07
200-916H		LATIN CLUB	2.60	0.00	0.00	0.00	0.00	2.60	0.00	2.60
200-916W		CLASS OF 2016	(1,368.72)	0.00	0.00	0.00	0.00	(1,368.72)	0.00	(1,368.72)
200-917H		H.S. SCIENCE CLUB	(49.98)	0.00	0.00	0.00	0.00	(49.98)	0.00	(49.98)
200-917W		CLASS OF 2017	1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44
200-918H		ACADEMIC CHALLENGE	1,682.83	2,520.00	2,520.00	0.00	0.00	4,202.83	0.00	4,202.83
200-918W		CLASS OF 2018	1,669.08	0.00	0.00	0.00	0.00	1,669.08	0.00	1,669.08
200-919H		SPEECH AND DEBATE TEAM	2,878.96	0.00	0.00	0.00	973.30	1,905.66	12,978.33	(11,072.67)
200-919W		CLASS OF 2019	3,195.57	0.00	0.00	0.00	0.00	3,195.57	28.00	3,167.57
200-920H		N. H. S.	795.71	0.00	0.00	0.00	385.00	410.71	70.00	340.71
200-920W		CLASS OF 2020	(1,860.98)	0.00	0.00	0.00	0.00	(1,860.98)	0.00	(1,860.98)
200-921H		F.C.C.L.A.	1,010.21	0.00	0.00	0.00	0.00	1,010.21	0.00	1,010.21
200-921W		CLASS OF 2021	4,756.27	0.00	50.00	0.00	0.00	4,806.27	4,086.96	719.31
200-922H		PEP CLUB	272.63	0.00	0.00	0.00	0.00	272.63	0.00	272.63
200-922W		CLASS OF 2022	1,970.87	1,650.00	3,400.00	0.00	0.00	5,370.87	13,500.00	(8,129.13)
200-923H		INTERNATIONAL CLUB (FOREIGN LANGUAGES)	4,384.34	0.00	0.00	0.00	0.00	4,384.34	500.00	3,884.34
200-923W		CLASS OF 2023	829.42	0.00	0.00	0.00	0.00	829.42	0.00	829.42
200-924C		CENTRAL INTERMEDIATE	640.44	0.00	0.00	0.00	0.00	640.44	0.00	640.44

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
		STUDENT COUNCIL								
200-924H		STUDENT COUNCIL	\$ 10,619.51	\$ 10,719.99	\$ 10,719.99	\$ 2,604.00	\$ 2,604.00	\$ 18,735.50	\$ 6,856.00	\$ 11,879.50
200-924I		ISHAM STUDENT COUNCIL	219.79	0.00	0.00	0.00	0.00	219.79	0.00	219.79
200-924M		WADSWORTH MIDDLE STUDENT COUNCIL	279.65	0.00	0.00	0.00	0.00	279.65	0.00	279.65
200-924W		CLASS OF 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-925H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-925W		CLASS OF 2025	124.00	0.00	0.00	0.00	0.00	124.00	0.00	124.00
200-926H		D. E. C. A.	8,029.09	0.00	0.00	0.00	0.00	8,029.09	1,004.72	7,024.37
200-926W		CLASS OF 2026	124.00	0.00	0.00	0.00	0.00	124.00	0.00	124.00
200-927H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-928H		C.B.I.P.	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82
200-929H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-930H		GRIZZLY GRIND COFFEE CLUB	842.88	0.00	114.40	0.00	0.00	957.28	0.00	957.28
200-931H		MEDIA COMMUNICATIONS WHS	566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76
200-932H		WHS SPECRUM CLUB	40.00	0.00	0.00	0.00	0.00	40.00	0.00	40.00
200-932S		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-933H		TEACHER AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-934H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-935H		GRIZZLY LEADER ACADEMY (WHS)	1,518.50	520.00	520.00	0.00	0.00	2,038.50	680.00	1,358.50
200-936H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-941H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-945H		AUTOMOTIVES	2,175.21	0.00	0.00	0.00	0.00	2,175.21	0.00	2,175.21
200-946H		CARPENTRY	2,156.52	0.00	0.00	0.00	0.00	2,156.52	0.00	2,156.52
200-947H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-948H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-9512		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-951C		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-952C		MIDDLE SCHOOL DRAMA/ MUSICAL CLUB	4,716.44	0.00	0.00	0.00	2,010.00	2,706.44	2,950.00	(243.56)
200-953C		MIDDLE SCHOOL USERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-988H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-993H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-994H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-995H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-996H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-997H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-998H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-999H		STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 55,678.03	\$ 15,409.99	\$ 17,324.39	\$ 2,604.00	\$ 5,972.30	\$ 67,030.12	\$ 42,878.51	\$ 24,151.61

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	300									
	300-0000	WHS ATHLETICS	\$ 11,785.89	\$ 26,577.00	\$ 77,618.24	\$ 41,339.12	\$ 77,204.37	\$ 12,199.76	\$ 88,193.60	\$ (75,993.84)
	300-900A	WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE	1,113.20	0.00	0.00	0.00	0.00	1,113.20	0.00	1,113.20
	300-900C	WMS ATHLETICS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	300-900H	WHS BAND UNIFORM REPLACEMENT	21,584.00	0.00	0.00	0.00	0.00	21,584.00	0.00	21,584.00
	300-900R	WHS ATHLETICS-ROTARY	(2,123.49)	0.00	0.00	(472.50)	(472.50)	(1,650.99)	10,973.14	(12,624.13)
	300-901H	WHS CHOIR ROBE REPLACEMENT	(731.84)	0.00	0.00	0.00	0.00	(731.84)	200.00	(931.84)
	300-902H	WHS JOURNALISM / BRUIN FUND	11,659.49	2,385.00	2,385.00	0.00	0.00	14,044.49	13,000.00	1,044.49
	300-910H	WHS DRAMA FUND	18,016.80	0.00	550.00	6,904.91	8,882.80	9,684.00	16,545.00	(6,861.00)
	300-911M	WMS FISHING CLUB	95.42	0.00	0.00	0.00	0.00	95.42	0.00	95.42
	300-917H	WHS MUSIC-INSTRUMENTAL	877.97	500.00	500.00	0.00	0.00	1,377.97	0.00	1,377.97
	300-918H	WHS MUSIC-VOCAL GENERAL CHOIR	6,139.61	5,168.00	8,203.00	3,287.19	6,042.96	8,299.65	19,912.31	(11,612.66)
	300-918M	WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	3,616.17	2,047.00	6,415.00	973.94	4,630.26	5,400.91	4,716.29	684.62
	300-918S	WHS SHOW CHOIR	11,045.40	985.00	985.00	0.00	0.00	12,030.40	11,143.20	887.20
	300-947M	WMS INSTRUMENTAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	300-948C	WMS VOCAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	300-950M	ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS	310.63	0.00	0.00	0.00	0.00	310.63	0.00	310.63
	300-9511	ATHLETIC CAMPS: BASEBALL	3,283.30	0.00	0.00	0.00	519.31	2,763.99	0.00	2,763.99
	300-9512	ATHLETIC CAMPS: BOYS BASKETBALL	19,555.42	0.00	0.00	472.50	3,423.30	16,132.12	6,347.84	9,784.28
	300-9513	ATHLETIC CAMPS: B SOCCER	312.00	0.00	0.00	0.00	0.00	312.00	0.00	312.00
	300-9516	ATHLETIC CAMPS: FOOTBALL	13,236.40	30.00	1,820.00	2,004.73	12,194.57	2,861.83	3,491.88	(630.05)
	300-9517	ATHLETIC CAMPS: BOYS LAX	555.74	0.00	2,000.00	0.00	0.00	2,555.74	0.00	2,555.74
	300-9523	ATHLETIC CAMPS: CROSS COUNTRY	682.59	0.00	0.00	0.00	0.00	682.59	0.00	682.59
	300-9528	ATHLETIC CAMPS: WRESTLING	(3,284.43)	0.00	545.00	0.00	0.00	(2,739.43)	0.00	(2,739.43)
	300-9532	ATHLETIC CAMPS: GIRLS BASKETBALL	17,843.28	0.00	0.00	0.00	2,602.45	15,240.83	2,300.00	12,940.83
	300-9534	ATHLETIC CAMPS: SOFTBALL CAMP	78.28	0.00	0.00	0.00	0.00	78.28	0.00	78.28
	300-9535	ATHLETIC CAMPS: VOLLEYBALL	5,816.47	0.00	411.00	0.00	2,368.45	3,859.02	0.00	3,859.02
	300-9544	ATHLETIC CAMPS: GIRLS GOLF FUND	977.28	0.00	90.00	0.00	0.00	1,067.28	0.00	1,067.28
	300-9546	ATHLETIC CAMPS: GIRLS TENNIS	2,565.30	0.00	0.00	188.31	188.31	2,376.99	0.00	2,376.99
	300-9552	ATHLETIC CAMPS: BOWLING	1,035.00	0.00	0.00	0.00	0.00	1,035.00	0.00	1,035.00
	300-9553	ATHLETIC CAMPS: CHERLEADING	8,681.00	0.00	6,595.40	1,824.76	7,605.04	7,671.36	0.00	7,671.36

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	300-9555	ATHLETIC CAMPS: WMS CHEER	\$ 4,249.73	\$ 0.00	\$ 1,004.00	\$ 0.00	\$ 3,024.20	\$ 2,229.53	\$ 0.00	\$ 2,229.53
	300-988H	WHS YEARBOOK/WHISPERER FUND	18,159.62	345.00	345.00	0.00	800.00	17,704.62	19,532.22	(1,827.60)
			\$ 177,136.23	\$ 38,037.00	\$ 109,466.64	\$ 56,522.96	\$ 129,013.52	\$ 157,589.35	\$ 196,355.48	\$ (38,766.13)
Fund:		401								
	401-9000	AUXILIARY SERVICES (SACRED HEART)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9001	AUXILARY SERVICES (SACRED HEART)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9004	AUXILIARY SERVICES - SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9005	AUX SERVICE: SACRED HEART FY05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9006	AUXILIARY SERV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9009	AUX SERV SAC HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9019	AUX SERVICES FY19: SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9020	AUX SERVICES FY 2020 SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9021	AUX SERVICES FY 2021: SACRED HEART	34,643.20	0.00	0.00	11,898.32	23,957.39	10,685.81	10,794.22	(108.41)
	401-9022	AUX SERVICES FY 2022: SACRED HEART	0.00	0.00	56,545.60	22,893.52	22,900.94	33,644.66	122,238.17	(88,593.51)
	401-9107	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9108	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	401-9109	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 34,643.20	\$ 0.00	\$ 56,545.60	\$ 34,791.84	\$ 46,858.33	\$ 44,330.47	\$ 133,032.39	\$ (88,701.92)
Fund:		402								
	402-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	402-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	402-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	402-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	402-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	402-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	402-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		409								
	409-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	409-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		412								
	412-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	412-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	416		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	416-9089	TEACHER DEVELOPMENT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	416-9090	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	416-9091	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	416-9096	PROFESSIONAL DEVELOPMENT BLOCK GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 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
	420-0000		\$ 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
	422-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	422-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	422-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	422-9189		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	422-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	422-9285		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	422-9488		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 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
	425-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	425-9099		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	432		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	432-9090	EMIS SUBSIDY OHIO DEPT OF EDUCATION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	440		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	440-0000	ENTRY YEAR PROGRAMS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	447		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	447-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	447-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	447-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 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
	450-9000	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9001	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9003	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	450-9005	SCHOOLNET EQUIP/INFRASTRUCTURE	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	450-9098	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9101	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	451									
	451-0000	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9002	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9003	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9004	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9006	ONE NET K-12 NETWORK SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9007	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9008	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9009	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9010	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9019	ONENET: FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9020	ONE NET FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9021	ONE NET FY 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	451-9022	ONE NET FY 2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	452									
	452-0000	SCHOOLNET PROFESSIONAL DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	452-9002	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	452-9004	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	452-9005	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	452-9006	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	452-9007	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	455									
	455-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	455-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	455-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	459									
	459-9004	OHIOREADS VOL COORDINATOR GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	459-9005	OHIOREADS VOL COORDINATOR GRANT FY 05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	459-9006	OHIOREADS VOL COORDINATOR GRANT OV,IS,LN,VV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9007	OHIOREADS VOL COOR GRANT: FY 07 OV,LN,FR,VVIS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9105	OHIOREADS GRANT: FY 05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9750	OHIOREADS VOLUNTEER - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9752	OHIOREADS CLASSROOM FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9755	OHIOREADS GRANT FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-975F	OHIOREADS - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9760	OHIOREADS VOLUNTEER - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9762	OHIOREADS - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9765	OHIOREADS GRANT ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-976I	OHIOREADS GRANT ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-976O	OHIO READS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-977L	OHIO READS LINCOLN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9782	OHIOREADS OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9785	OHIO READS GRANT OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-978O	OHIO READS OVERLOOK VOLUNTEER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	460									
	460-9001	SUMMER INTERVENTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	460-9004	STUDENT INTERVENTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	460-9005	STUDENT INTERVENTION GRANT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	461									
	461-9000	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	461-9004	CAREER DEVELOPMENT (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	461-9005	CAREER DEVELOPMENT (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	461-9105	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	461-9106	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	461-9107	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	461-9108	VOCATIONAL EDUC. ENHANCEMENTS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		467								
	467-9020	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	0.00	0.00	0.00	0.00	4,914.29	(4,914.29)	0.00	(4,914.29)
	467-9021	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	129,715.61	0.00	0.00	0.00	27,974.35	101,741.26	0.00	101,741.26
	467-9022	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	0.00	0.00	0.00	9,434.54	9,434.54	(9,434.54)	0.00	(9,434.54)
			\$ 129,715.61	\$ 0.00	\$ 0.00	\$ 9,434.54	\$ 42,323.18	\$ 87,392.43	\$ 0.00	\$ 87,392.43
Fund:		499								
	499-9000	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9003	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9007	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9016	OHIO CAREER COUNSELING GRANT (COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9017	OHIO CAREER COUNSELING GRANT: FY2017	23,600.22	0.00	0.00	0.00	2,699.00	20,901.22	0.00	20,901.22
	499-9018	SECONDARY TRANSITION STUDENT W/ DISABILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9099	LEAD SCHOOL GRANT - VOCATIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9116	SCHOOL PSYCH INTERN GRANT FY 16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-919C	OH SCHOOL SAFETY GRANT: 4 CITIES FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-919W	OH SCHOOL SAFETY GRANT: WADSWORTH CSD FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9200	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-920W	OHIO SCHOOL SAFETY GRANT: WADSWORTH CSD FY20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-921B	OHIO SCHOOL BUS PURCHASE PROGRAM FY21	(23,600.22)	0.00	0.00	0.00	17,719.52	(41,319.74)	0.00	(41,319.74)
	499-921W	OHIO SCHOOL SAFETY TRAINNING GRANT: WADSWORTH CSD FY21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9300	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9303	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20,418.52	\$ (20,418.52)	\$ 0.00	\$ (20,418.52)
Fund:		504								
	504-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	504-9012	EDUCATION JOBS BILL GRANT FY 2012	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		506								
	506-0000	RACE TO THE TOP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	506-9000	RttT: OILA GRANT OVERLOOK FY 2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	506-9013	RACE TO THE TOP:RESIDENT EDUCATOR REIMB.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	506-9014	RACE TO THE TOP: RESIDENT EDUC. FUNDS FY14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		507								
	507-9020	ESSER (CARES ACT) GRANT FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	507-9021	ESSER (CARES ACT) GRANT FY 2021	509,459.67	0.00	0.00	2,939.31	576,306.20	(66,846.53)	0.00	(66,846.53)
	507-9022	ESSER II GRANT END 9/30/23	(474,265.52)	0.00	0.00	35,997.81	69,339.86	(543,605.38)	259,716.50	(803,321.88)
	507-9023	ESSER III (ARP) GRANT END 9/30/24	(1,484.95)	0.00	0.00	0.00	38,575.02	(40,059.97)	0.00	(40,059.97)
			\$ 33,709.20	\$ 0.00	\$ 0.00	\$ 38,937.12	\$ 684,221.08	\$ (650,511.88)	\$ 259,716.50	\$ (910,228.38)
Fund:		510								
	510-9021	CORONAVIRUS RELIEF FUND (CRF)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	510-921B	CRF: OHIO BROADBAND GRANT 12/30/20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	510-921C	MEDINA COUNTY CRF-SUBGRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	510-921W	WADSWORTH TOWNSHIP CRF	0.00	0.00	0.00	(695.00)	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ (695.00)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		514								
	514-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9002		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	514-9198		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		516								

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	516-0000	IDEA-B FED GRANT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	516-9002	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9005	ACCESS GRANT @ CIS/WMS: FED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9006	ACCESS GRANT @ CIS/WMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9010	IDEA-B FED GRANT (NON STIMULUS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9019	IDEA-B FED GRANT FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9020	IDEA-B FED GRANT FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9021	IDEA-B FED GRANT FY 2021	8,347.75	0.00	0.00	(11,717.83)	135,841.61	(127,493.86)	0.00	(127,493.86)
	516-9022	IDEA-B FED GRANT FY 2022	0.00	0.00	0.00	90,570.15	103,199.20	(103,199.20)	0.00	(103,199.20)
	516-9088	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9089	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9090	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9091	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9093	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9098	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-919R	IDEA-B RESTORATION GRANT FY2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-920R	IDEA-B RESTORATION GRANT FY2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-932N	STIMULUS IDEA-B: FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-932O	STIMULUS IDEA-B: FY 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 8,347.75	\$ 0.00	\$ 0.00	\$ 78,852.32	\$ 239,040.81	\$ (230,693.06)	\$ 0.00	\$ (230,693.06)
Fund:	524									
	524-0000	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9008	CARL PERKINS (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9019	CARL PERKINS: FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9020	CARL PERKINS FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9021	CARL PERKINS FY 2021	6,224.91	0.00	0.00	(3,475.00)	19,612.94	(13,388.03)	0.00	(13,388.03)
	524-9022	CARL PERKINS FY 2022	0.00	0.00	0.00	15,094.42	19,341.61	(19,341.61)	0.00	(19,341.61)
	524-9089	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9090	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9091	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9092	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9093	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9094	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	524-9097	VOC ED: CARL D. PERKINS - 1984	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	524-9098	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9106	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9190	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9191	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9195	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9196	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9288	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9291	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9292	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	524-9388	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 6,224.91	\$ 0.00	\$ 0.00	\$ 11,619.42	\$ 38,954.55	\$ (32,729.64)	\$ 0.00	\$ (32,729.64)
Fund:	532									
	532-932N	STATE FISCAL STABILIZATION FUND (FOUNDATION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	532-932O	STATE FISCAL STABILIZATION: FY 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	533									
	533-9010	TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	533-9011	II-D TECHNOLOGY GRANT (CCIP) FY 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	533-9013	TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	572									
	572-0000	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9019	TITLE ONE FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9020	TITLE I: FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9021	TITLE I: FY 2021	0.00	0.00	0.00	0.00	57,386.32	(57,386.32)	0.00	(57,386.32)
	572-9022	TITLE I: FY 2022	0.00	0.00	0.00	25,562.07	25,562.07	(25,562.07)	0.00	(25,562.07)
	572-9089	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9090	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9091	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	572-9092	TITLE I DISADVANTAGED CHILDREN	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	572-9093	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9098	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9197	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-9199	CHAPTER 1 CARRYOVER 95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-932N	TITLE I STIMULUS ALLOCATION FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	572-932O	TITLE I STIMULUS FY11: DISADV. YOUTH SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,562.07	\$ 82,948.39	\$ (82,948.39)	\$ 0.00	\$ (82,948.39)
Fund:	573									
	573-0000	TITLE V INNOV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9001	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9002	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9010	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9089	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9090	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9091	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9092	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9093	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9094	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9098	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-9199	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	573-932O	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	584									
	584-0000	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9002	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9010	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9022	TITLE IV-A STUDENT SUPPORT GRANT FY22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9089	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9090	DRUG FREE SCHOOL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
		FUND								
	584-9091	DRUG FREE SCHOOL GRANT FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	584-9092	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9093	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9094	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	584-9098	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		585								
	585-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		587								
	587-0000	EARLY CHILDHOOD SPEC ED, IDEA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-9000	IDEA PRESCHOOL-HANDICAPPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-9013	PRESCHOOL GRANT FY 2013 ((HANDICAPPED))	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-9019	EARLY CHILDHOD PRESCHOOL IDEA FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-9020	EARLY CHILDHOOD SPEC ED IDEA FY 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-9021	EARLY CHILDHOOD SPEC ED IDEA FY 21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-9022	EARLY CHILDHOOD SPEC ED IDEA FY 22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-9098	EHA PRESCHOOL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-919R	IDEA- PRESCHOOL RECOVERY GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-920R	IDEA- PRESCHOOL RECOVERY GRANT FY 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-921R	IDEA- PRESCHOOL RECOVERY GRANT FY 21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-932N	STIMULUS PRESCHOOL: FY10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	587-932O	STIMULUS EARLY CHLD: FY 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		588								
	588-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		589								
	589-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

	Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:		590								
	590-0000	IMPROVING TEACHER QUALITY TITLE II-A	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	590-9002	CLASS REDUCTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	590-9013	IMPROVING TEACH QUALITY FY13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	590-9014	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	590-9019	TITLE II-A SUPP EFF INST FY 19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	590-9020	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	590-9021	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2021	2,779.00	0.00	0.00	(12,476.54)	2,939.46	(160.46)	0.00	(160.46)
	590-9022	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2022	0.00	0.00	0.00	7,746.92	7,746.92	(7,746.92)	732.88	(8,479.80)
			\$ 2,779.00	\$ 0.00	\$ 0.00	\$ (4,729.62)	\$ 10,686.38	\$ (7,907.38)	\$ 732.88	\$ (8,640.26)
Fund:		599								
	599-9015	HEALTHY CUISINE FOR KIDS FOOD SERV. GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9016	FOOD SERVICE: TEAM UP FOR SUCCESS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9019	IV-A STUDENT SUPPORT GRANT FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9020	IV-A STUDENT SUPPORT GRANT FY20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9021	IV-A STUDENT SUPPORT GRANT FY21	2,519.38	0.00	0.00	0.00	4,038.56	(1,519.18)	0.00	(1,519.18)
	599-9099	SCHOOL TO WORK/CONTINUOUS IMPORVEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9102	OHIO LPDC ACTION RESEARCH PRJCT PHASE III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9122	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9123	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9200	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 2,519.38	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,038.56	\$ (1,519.18)	\$ 0.00	\$ (1,519.18)
Grand Total			38,303,729.74	\$ \$ 2,291,806.13	\$ \$ 5,113,375.33	\$	18,443,740.28	\$ \$ 8,499,842.40	45,876,407.27	\$ 37,376,564.87



WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
SEPTEMBER 2021



General Fund
Budget to Actual Report

	FY 2022	FY 2022			
	Budget	Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	\$ 17,492,503	\$ 17,492,503			
Total Revenue	\$ 53,810,985	\$ 21,257,591	\$ (32,553,394)	39.5%	25.0%
Expenditures:					
Salaries and Wages	\$ 32,039,497	\$ 7,054,422	\$ (24,985,075)	22.0%	23.08%
Employee Fringe Benefits	\$ 10,280,292	\$ 3,030,439	\$ (7,249,853)	29.5%	25.0%
Purchased Services	\$ 6,788,189	\$ 1,512,066	\$ (5,276,122)	22.3%	25.0%
Supplies and Materials	\$ 1,309,270	\$ 358,353	\$ (950,917)	27.4%	25.0%
Capital Outlay	\$ 511,852	\$ 283,005	\$ (228,847)	55.3%	25.0%
HB 264 Payments	\$ -	\$ -	\$ -		
Other	\$ 527,827	\$ 211,570	\$ (316,257)	40.1%	25.0%
Transfers/ Advances out	\$ 120,000	\$ -	\$ (120,000)	0.0%	25.0%
Total Expenditures	\$ 51,576,928	\$ 12,449,856	\$ (39,127,072)	24.1%	25.0%
Revenue over (under) Expenditures	\$ 2,234,057	\$ 8,807,734			
Ending Cash Balance	\$ 19,726,561	\$ 26,300,238			
Encumbrances		\$ 5,867,239			35.51%
Available Unencumbered Balance		\$ 20,432,999			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	\$ 2,291,806.13
Total Expenditures Current Month All Funds	\$ 5,113,375.33
Total Month End Cash Balance	\$ 45,876,407.27

Appropriation Summary:

Total Appropriations Current Year All Funds	\$ 76,171,038.27
Prior Fiscal Year Carryover Encumbrances	\$ 2,234,298.81
Total Available All Funds	\$ 78,405,337.08
Fiscal Year To Date Expenses All Funds	\$ 18,443,740.28
Fiscal Year To Date % expended All Funds	23.5%