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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, NOVEMBER 15, 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/5336fd68-3a45-4e81-a565-3af60d0d4f4e
(employees and/or those viewing from a student email acct. who do not plan to make public comment)

or

https://meet.google.com/swy-oxbb-vus
(participants/board members/those making public comment)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

(US) +1 469-573-4409 PIN: 885 854 277#

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. November Students of the Month

Student	Grade	School
Giana Mount	04	Franklin Elementary School
*Ashley Renner	04	Isham Elementary School
Vivien Adkins	04	Lincoln Elementary School
Fernando Hernandez	04	Overlook Elementary School
Kennedy Duong	04	Valley View Elementary School
Jacob Mount	05	Central Intermediate School
Kaci Davis	07	Wadsworth Middle School
Simeon Schmitt	12	WHS Career-Technical
Abraham (Abe) Watson	12	Wadsworth High School

*Kyle Oplinger, Isham Elementary School's October Student of the Month, will also be recognized.

VI. Administrative Discussion Items, Presentations, and Updates

A. Five-Year Forecast Presentation: Mr. Doug Beeman, Treasurer
B. State Report Card Presentation: Dr. Michele Evans, Director of Instruction and Professional Development
C. State Guidelines for Nutritional Standards Presentation: Mrs. Kelly Gnap, Food Service Supervisor
D. Proposed 2023-2024 and 2024-2025 School Year Calendars Presentation: Mr. Steve Moore, Assistant Superintendent
E. 2020-2021 Quality Profile
F. November 12, 2021 Employee Professional Development Day

VII. Administrative Items

A. Personnel Consent Items

1. Resignations

a) Stephanie Calkins, eff. 11/1/2021
b) Kirk Kresowaty, retirement eff. 6/1/2022
c) Sonia O'Dell (Cafeteria Helper position only), eff. 11/12/2021
d) Brenda Sablotny, eff. 10/26/2021
e) Mark Rittenour, N.F.L. Asst. All-Events Coach (supplemental contract)

2. 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) Kelly Archinal, Non-Teaching Employee, eff. 10/20/2021
b) Steve Bock, Classified Substitute
c) Alesha Cadle, Non-Teaching Employee, eff. 10/21/2021
d) Emilee Dillemuth, Non-Teaching Employee, eff. 10/18/2021
e) Rebeka Duvall, Non-Teaching Employee, eff. 10/26/2021
f) Joanne Gahan, Administrative Substitute, eff. 11/1/2021
g) Amy Miller, Non-Teaching Employee, eff. 10/19/2021
h) John Mumaw, Non-Teaching Employee, eff. 11/1/2021
i) Julia Unaitis, Certified Substitute, eff. 10/18/2021
j) Rachael Wade, Certified Long-Term Substitute, eff. 11/16/2021
k) Cassandra Wyrick, Classified Substitute, eff. 11/1/2021
l) Supplemental contracts, per attached list
m) Volunteers, per attached list

3. Recommendation to amend the unpaid leave under FMLA for Taylor Gardner (Schrock) to reflect a return date of January 3, 2022

4. Recommendation to amend the unpaid leave of Janelle Todd to reflect that leave will extend through the end of the 2021-2022 school year

5. Recommendation to amend the unpaid leave of Shannon Myer to reflect a return date of November 3, 2021

6. Recommendation to grant unpaid leave to Kelsey Thomas, teacher, from October 15, 2021 through the remainder of the 2021-2022 school year

7. Recommendation to grant unpaid leave to Madison Monheim, teacher, on March 10, 11 and 14, 2022

B. Action Consent Items

1. Recommendation to accept the following donations:

    a) $15,000 from the Central Intermediate School PTO
    b) $2,500 from Nathan's Run
    c) $7,105 from Wadsworth Youth Football
    d) $4,680 from Wadsworth All-Sports Boosters
    e) $300 from Nathan's Run
    f) $500 from Automation Tool & Die
    g) $1,200 from the Wadsworth Middle School PTO

2. Recommendation to declare the following students impractical to transport, enabling their parents/guardians to apply for state transportation reimbursement for the 2021-2022 school year:

    a) Titus Gibbs, to Medina Christian Academy (Parent: Narrah Gibbs)
    b) Owen Gibbs, to Medina Christian Academy (Parent: Narrah Gibbs)
    c) Caryn-Ann Kornaker, to Our Lady of the Elms (Parent: Gregory Kornacker)
    d) Elijah Boor, to Medina Christian Academy (Parent: Chelsea Boor)

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 Norton Board of Education

4. 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 Wooster City School District

5. Recommendation to approve the Agreement for Excess Costs 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 Chippewa Local Board of Education

6. Recommendation to approve the Agreement for Excess Costs for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 ORC, and Rule 3301-48-02(F) with the Norton City Schools Board of Education

7. Recommendation to approve the Agreement for Excess Costs for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 330-48-02(F) with the Norwayne Local Board of Education

8. Recommendation to approve the Contract Addendum to the Agreement for Admission of Specific Tuition Student to Evolve Academy of Medina City School District for the 2021-2022 school year

9. Recommendation to approve the Medina County Schools ESC Special Needs Transportation Proposal for the 2021-2022 school year

10. Recommendation to approve the American Benefits Group Administrative Services Agreement, effective January 1, 2022

11. Recommendation to approve the School Digital Library Participation Form between OverDrive Education and the Wadsworth City School District Board of Education for the 2021-2022 school year

12. Recommendation to approve the Learning A-Z License Quote Addendum

13. Recommendation to approve a second reading and adoption 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

14. Recommendation to approve the Agreement between the Galaxy and the Wadsworth City School District Board of Education

15. Recommendation to approve the WeVideo for Schools Price Quote/Proposal for the period of November 9, 2021 through November 8, 2024

16. Recommendation to approve the dYNAMERICAN Proposal/Terms of Work

17. Recommendation to approve the following Service Agreement Amendments 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

    a) Educational Aide
    b) Behavior Technician

18. Recommendation to approve the Addendums to Client Agreement (2) for Funding Year 2021 between ABC E-Rate, LLC and the Wadsworth City School District Board of Education, effective October 11, 2021

19. Recommendation to approve the MindWise Innovations Scope of Work for the period of September 14, 2021 through September 28, 2022

20. Recommendation to approve the Pivot Interactives SBC Terms of Use and Privacy Policy, effective October 5, 2021

21. Recommendation to approve the Provisions of Service Contract between Miller and Company and the Wadsworth City School District Board of Education, effective October 4, 2021

22. Recommendation to approve the RA Solutions Buyback Quote for Wadsworth City Schools, effective November 1, 2021

23. Recommendation to approve the Chipotle Cleveland Team Challenge Contest Winner's Affidavit of Eligibility/Liability Release, effective November 2, 2021

24. Recommendation to approve the Trademark Authorization and Release between CMG Strategy Co., LLC (Chipotle) and the Wadsworth City School District Board of Education, effective November 2, 2021

25. Recommendation to approve the Agreement between Audio Extremes Entertainment and the Wadsworth City School District Board of Education, effective November 2, 2021

26. Recommendation to approve the Educational Service Center of Medina County Election of Disbursement for Fiscal Year 2021

27. Recommendation to approve the following resolution to Expand Employment of Substitute Teachers Pursuant to Ohio Senate Bill 1:

    Pursuant to the authority granted in Section 4 of Senate Bill 1 of the 134th General Assembly, signed by Governor DeWine on or about October 28, 2021 and deemed immediately effective under the General Assembly's emergency powers, the Wadsworth City School District Board of Education authorizes the employment of substitute teachers, as needed, who do not hold a post-secondary degree, as otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3301.071, 3319.226, 3319.30, and 3319.36, Ohio Administrative Code Section 3301-23-44, and/or Board Policy, provided that all other applicable requirements and procedures, including but not limited to successful completion of a criminal background check and

evidence of a non-renewable temporary substitute teaching license issued by the Ohio Department of Education, have been satisfied.

This is a temporary resolution of the Wadsworth City School District Board of Education, and the authority granted by this resolution extends from the effective date through June 30, 2022.

28. Recommendation to set the pay rate for each substitute position listed below as follows, effective November 17, 2021:

Position	Pay Rate
Teacher	$105/day or $110/day if retired WCS teacher
Aide/Attendant	$11.33/hour
Bus Driver	$17.95/hour
Cafeteria Helper	$10.00/hour
Crossing Guard	$10.00/hour
Custodian	$13.00/hour
Maintenance	$15.90/hour
Mechanic	$17.25/hour
RBT Aide	$13.96/hour
Secretary/Clerk	$15.00/hour
Vehicle Driver	$13.63/hour

29. Recommendation to approve the Contract between Student Impact Initiative, DBA Relevant Speakers Network, and the Wadsworth City School District Board of Education

30. Recommendation to approve the Pella Proposal-Detailed

C. Personnel Items

1. Recommendation to approve Linda Kramer as a volunteer OASIS tutor

VIII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to make amendments to the FY-2022 certificate of revenue

2. Recommendation to approve amendments to the FY-2022 appropriations resolution

3. Recommendation to adopt the FY-2022 five-year forecast and assumptions for submission to the Ohio Department of Education

4. Recommendation to approve a resolution accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the county auditor

5. Recommendation to approve a resolution providing for the issuance and sale of bonds in the maximum principal amount of $41,000,000 for the purpose of constructing, furnishing, equipping, adding to, renovating, remodeling, rehabilitating, and otherwise improving school district buildings and facilities, and acquiring, clearing, equipping, and otherwise improving real estate for school district purposes

6. Recommendation to accept the October 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.

XIII. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
November 15, 2021

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

E. 2021-2022 Quality Profile: You can view our 2021-2022 Quality Profile by clicking here. Reviewing our Quality Profile is a great way to see many of the accomplishments of our students and staff.

F. November 12, 2021 Employee Professional Development Day: You can view the November 12, 2021 employee professional development day schedule by clicking here.

VII. Administrative Items

A. Personnel Consent Items

2. Employments

a) Kelly Archinal: Ms. Archinal is being recommended to fill the Classroom Playground Aide position at Valley View Elementary School that was left open when Ms. Ljiljana Ignjatovic moved to another position within the district.

b) Alesha Cadle: Ms. Cadle is being recommended to fill the Special Education Aide position at Central Intermediate School which was needed due to student movement from a K-4 elementary school to Central Intermediate School.

c) Emilee Dillemuth: Ms. Dillemuth is being recommended to fill the Special Education Aide position at Franklin Elementary School, an additional position required to meet the needs of students.

d) Rebecca Duvall: Ms. Duvall is being recommended to fill the Student Attendant position at Valley View Elementary School, an additional position required to meet the needs of students.

f) Amy Miller: Ms. Miller is being recommended to fill the Cafeteria Helper position at Wadsworth High School that was left open when Ms. Carol Jordan moved to another position within the district.

g) John Mumaw: Mr. Mumaw is being recommended to fill the Custodian III position at Isham Elementary School that was left open when Ms. Sabriena Hall moved to another position within the district.

i) **Rachael Wade:** Ms. Wade is being recommended to fill a long-term certified substitute position to teach elementary art part-time. The position was left open when Ms. Sarah McCafferty resigned.

B. Action Consent Items

8. **Evolve Academy Contract Addendum:** The Contract Addendum to the Agreement for Admission of Specific Tuition Student to Evolve Academy of Medina City School District for the 2021-2022 school year being recommended for approval will allow a student to attend Evolve Academy, per the student's individual education program (IEP).

9. **Medina County Schools ESC Special Needs Transportation Proposal:** The Medina County Schools ESC Special Needs Transportation Proposal for the 2021-2022 school year being recommended for approval is necessary to transport students to the school they are attending, per each student's individual education program (IEP).

10. **American Benefits Group Administrative Services Agreement:** The American Benefits Group Administrative Services Agreement, effective January 1, 2022, being recommended for approval will allow us to move our Flexible Spending Account and Health Reimbursement Account services to the American Benefits Group.

11. **OverDrive Education:** The School Digital Library Participation Form between OverDrive Education and the Wadsworth City School District Board of Education for the 2021-2022 school year being recommended for approval will allow our school district to continue to have access to the school digital library materials provided by OverDrive Education.

12. **Learning A-Z Addendum:** The Learning A-Z License Quote Addendum being recommended for approval will allow our school district to continue to have access to the Learning A-Z reading program which is used by teachers in kindergarten through fourth grade and our tutors.

13. **Revised Wadsworth City School District Board of Education Policies:** The second reading and adoption of the Wadsworth City School District Board of Education revised policies being recommended for approval are required due to changes in Ohio Revised Code or best practices, as recommended by our policy provider, NEOLA.

14. **Galaxy Agreement:** The Agreement between the Galaxy and the Wadsworth City School District Board of Education being recommended for approval is for the Junior Banquet on April 22, 2022.

15. **WeVideo:** The WeVideo for Schools Price Quote/Proposal being recommended for approval will allow our middle school to continue to use WeVideo for daily announcements and classroom lessons for the period of November 9, 2021 through November 8, 2024.

16. **dYNAMERICAN Proposal/Terms of Work:** The dYNAMERICAN Proposal/Terms of Work being recommended for approval will allow for work to be completed at the bus garage.

17. **Educational Service Center of Medina County Service Agreement Amendments:** The Service Agreement Amendments (2) for Educational Aide and for Behavior Technician 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 will allow for services to be provided for students through either the student's individual education program (IEP) or as part of our behavior modification support program.

18. **ABC E-Rate, LLC Client Agreement Addendum:** The Addendums (2) to Client Agreement for Funding Year 2021 between ABC E-Rate, LLC and the Wadsworth City School District Board of Education, October 11, 2021, being recommended for approval will allow ABC E-Rate, LLC to apply on our behalf for the Emergency Connectivity Funds (ECF) Program funds for Fiscal Year 2021 for both the initial funding window and the second funding window.

19. **MindWide Innovations:** The MindWise Innovations Scope of Work for the period of September 14, 2021 through September 28, 2022 being recommended for approval will allow our school counselors to continue to have access to and utilize the Signs of Suicide Program.

20. **Pivot Interactives SBC:** The Pivot Interactives SBC Terms of Use and Privacy Policy, effective October 5, 2021, being recommended for approval will allow our high school science teachers to continue to use the Pivot Interactives program with their students.

21. **Miller and Company:** The Provisions of Service Contract between Miller and Company and the Wadsworth City School District Board of Education, effective October 4, 2021, being recommended for approval will allow for the placement of a portable toilet at the site of the Carpentry Program house build.

22. **RA Solutions:** The RA Solutions Buyback Quote for Wadsworth City Schools, effective November 1, 2021, being recommended for approval details the cost we will receive by selling Chromebooks that are no longer fully functional.

23. & 24. **Chipotle Agreements:** The Chipotle Cleveland Team Challenge Contest Winner's Affidavit of Eligibility/Liability Release, effective November 2, 2021, and the

Trademark Authorization and Release between CMG Strategy Co., LLC (Chipotle) and the Wadsworth City School District Board of Education, effective November 2, 2021, being recommended for approval will allow our cross country team to accept free food from Chipotle as a result of winning Chipotle's video contest. You can view our team's video by clicking here.

25. **Audio Extremes Entertainment Agreement:** The Agreement between Audio Extremes Entertainment and the Wadsworth City School District Board of Education, effective November 2, 2021, being recommended for approval allowed for Audio Extremes Entertainment to provide DJ services at the November 4, 2021 high school Positive Behavioral Interventions and Supports (PBIS) rewards day.

26. **Educational Service Center of Medina County Election of Disbursement Form:** The Educational Service Center of Medina County Election of Disbursement for Fiscal Year 2021 being recommended for approval details the refund we will receive from the Educational Service Center of Medina County and the funds that will remain in our account with them.

27. **Substitute Teacher Flexibility Resolution:** The resolution to provide substitute teacher flexibility through June 30, 2022 being recommended for approval allows us to exercise the option of allowing someone who does not hold a post-secondary degree to be a substitute teacher for us, provided the other requirements in the resolution are met. Our board of education approved this flexibility last school year when a change in law allowed it as well. Finding substitute teachers remains a challenge, for not only our school district, but state and nation-wide as well. Our substitute teacher fill rate averages around seventy percent (70%) each week.

28. **Substitute Pay Rates:** The rationale for the substitute pay rate increases being recommended for approval is as follows:

    We have a significant shortage in substitutes, both in certified and classified positions. Each week, we average around a seventy percent (70%) fill rate in certified positions and less than a fifty percent (50%) fill rate in classified positions. Our substitute pay rates have not been increased since 2016. We have spent some time gathering information on the substitute pay rates in other northeast Ohio school districts and analyzing where we stand. In addition, Dr. Hill has engaged in conversations with other superintendents on this topic. The common theme in the discussions is that no one feels increasing our rates will solve the substitute shortage issue we (and most/all school districts nationally) are experiencing, but it may help a little. The bottom line is there is a shortage of people willing to substitute, along with the shortage of people in many other professions as well.

    Not all positions with substitute pay rates are listed below. The positions not being recommended for an increase in pay have either had adjustments in pay since 2016 (health aide) or had rates established since 2016 (LPN, school psychologist, tutor).

Finally, for the classified positions below, the proposed rate is based upon eighty percent (80%) of Step 0 in the *Collective Bargaining Agreement* for the position, unless eighty percent (80%) kept the rate below ten dollars ($10.00)/hour; then the proposed rate is set at ten dollars ($10.00)/hour.

Position:	Current Substitute Rate:	Proposed New Rate:
Teacher	$95/Day or $100/day if retired WCS teacher	$105/day or $110/day if retired WCS teacher
Aide/Attendant (aide rate was used)	$10.53/hour	$11.33/hour
Bus Driver	$16.69/hour	$17.95/hour
Cafeteria Helper	$8.80/hour	$10.00/hour
Crossing Guard	$8.15/hour	$10.00/hour
Custodian	$12.16/hour	$13.00/hour
Maintenance	$12.95/hour	$15.90/hour
Mechanic	$16.19/hour	$17.25/hour
RBT Aide	$12.34/hour	$13.96/hour
Secretary/Clerk (clerk rate was used)	$13.96/hour	$15.00/hour
Vehicle Driver	$12.67/hour	$13.63/hour

29. Relevant Speakers Network: The Contract between Student Impact Initiative, DBA Relevant Speakers Network, and the Wadsworth City School District Board of Education being recommended for approval will allow for motivational speakers at our middle and high schools on December 1-2, 2021 and January 12-13, 2022. There is no cost to the district for the speakers.

30. Pella Proposal: The Pella Proposal-Detailed being recommended for approval will allow us to purchase window parts to fix areas at Wadsworth Middle School.

VIII. Items of the Treasurer

A. Action Consent Items

1. **FY-2021 Certificate of Revenue Amendments:** With the passage of the November 2 combination bond and operating levy, the certificate of revenue needs to be

adjusted to account for the new revenue source, beginning in January of 2022 (50% collection in FY-2022).

2. **FY-22 Appropriations Resolution Amendments:** Since the Board of Education approved permanent appropriations in September, the district has had a significant number of changes related to additional federal grant funds, allowing us to transition some of our staffing originally planned for the general fund to federal grants as a result of the American Recovery Plan. Therefore, the certificate of revenue and appropriations account must be amended to account for these changes and to balance our appropriations with the five-year forecast.

3. **FY-2022 Five-Year Forecast and Assumptions:** The Board of Education is required to approve the initial five-year forecast by the end of November each year. The updated forecast will reflect changes in state and local revenue as well as our new staffing and any other changes since last May.

4. **Resolution Accepting the Amounts & Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor:** This resolution to the county auditor is a result of the combination bond and operating levy. The resolution verifies our request to the county auditor to levy the voted millage for CY-2021 to be collected in CY-2022.

5. **Bond Issuance:** In anticipation of the combination bond and operating levy passing, we did 90% of the work to prepare our Preliminary Official Statement or offering document. This pre-bond work allows us to fast track the issuance of a portion of the bonds for the new intermediate school in 2021. Our intention is to issue $10M in Bank Qualified bonds in calendar year 2021 to take advantage of current interest rates as well as the bank qualified exemption. We will issue the balance of the bonds in 2022.

EMPLOYMENTS
November 15, 2021

Supplemental Contracts

Jay Edurese	Reserve Boys Lacrosse Coach (50%)
Kevin Evans	Reserve Boys Lacrosse Coach (50%)
Nicholas Hassinger	Boys Lacrosse Asst. Coach (Volunteer)
Bruce Hulme	Volunteer Asst. Wrestling Coach
Tom Jackson	Spring Faculty Manager (50%)
Sarah Mackewicz	Reserve Softball Coach
Michael Polack	Boys Lacrosse Asst. Coach (Volunteer)
Logan Scandlon	Volunteer Asst. Wrestling Coach (WMS)

Volunteers

Tanisha Dietry	
Nicole Donato	
Karen Elvin	OASIS Tutor
Marsh Fernbaugh	OASIS Tutor
Kathi Frantz	OASIS Tutor
Mary Galvin	OASIS Tutor
Laura Gargus	
Grace Gasser	OASIS Tutor
Karla Gipson	
Kristen Gordon	
Linda Kozlowsky	OASIS Tutor
Christopher Lovell	eff. 11/10/2021
Lois Lumsden	OASIS Tutor
Katie Miller	
Tom Parks	OASIS Tutor
Laura Perkins	
Laura Reeves	
Regina Rowell	
Karen Sharkey	OASIS Tutor
Diane Smith	OASIS Tutor

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: October 11, 2021

The Wadsworth City Board of Education met in Regular Session on Monday, October 11, 2021, at **7:00 P.M.** at James R. McIlvaine Performing Arts Center, 625 Broad Street, and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer, McComas, Stevens Gordon (arrived at 7:03 p.m.)
Absent	
Administrators	**13**
Staff	**6**
Visitors	**37 + 20 Virtual**
Student Liaison:	Ella McNutt

21-10-106 APPROVAL OF BOARD MINUTES

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

Special Meeting October 4, 2021

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

STUDENT/STAFF RECOGNITION

A. October Students of the Month:

Student	Grade	School
Brody Yoak	4	Franklin Elementary
Kyle Oplinger	4	Isham Elementary
Madilyn Varga	4	Lincoln Elementary
Cecilia Slabaugh	4	Overlook Elementary
Victoria Sanabria Rangel	4	Valley View Elementary
Ainsley Calkins	6	Central Intermediate
Mila Polczak	8	WMS
Makenna Lucas	12	WHS Career Technical
Rylee Heller	10	WHS

ADMINISTRATION DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Presentation on ESSER Funds: Doug Beeman, Treasurer

B. Varsity Boys' Soccer 2020 National Academic Award: 16th National Award and 10th year in a row receiving this award

C. September 24 Staff Professional Development Day

ADMINISTRATIVE ITEMS

21-10-107 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Kramer**, to adopt the Personnel Consent Items from the October 11, 2021, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the 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:

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

d) Volunteers:

Janet Bemiller
Sherrill Dragovich
Julia Ramsier
Amber Seibert
Carey Steidl

2. Recommendation to approve Kalyn Davis as a Concert Supervision Worker.

3. Recommendation to approve the following as High School formal dance monitors:

Dave Derrig
Danielle Francis
Danielle Gaugler
Mark Schoonover
Zach Humrichouser
Sarah Roe

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

21-10-108 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Action Consent Items from the October 11, 2021, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:

a)	Automation Tool & Die, Inc. (Sept. and Oct.)	$ 1,000
b)	All-Sports Boosters	$ 2,589
c)	Overlook PTO	$ 1,500
d)	Wadsworth Youth Baseball & Softball Assn.	$ 2,000

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. **(ATTACHED)**

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. **(ATTACHED)**

4. Recommendation to approve the Reserve School of Applewood Centers, Inc. Agreement for Educational Services for the 2021-2022 academic year. **(ATTACHED)**

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. **(ATTACHED)**

6. Recommendation to approve the Costume Rental Contract between Akron Design & Costume and the Wadsworth City School District Board of Education. **(ATTACHED)**

7. Recommendation to approve the Cummins Inc. Planned Maintenance Agreement Terms and Conditions. **(ATTACHED)**

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. **(ATTACHED)**

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. **(ATTACHED)**

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. **(ATTACHED)**

12. Recommendation to approve the complimentary pass resolution for the 2021-2022 school year. **(ATTACHED)**

13. Recommendation to approve the Ohio High School Athletic Association (OHSAA) Tournament Site Availability Agreement for the 2021-2022 School Year. **(ATTACHED)**

14. Recommendation to approve the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) Memorandum of Understanding (MOU). **(ATTACHED)**

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. **(ATTACHED)**

17. Recommendation to approve the following Ohio High School Athletic Association Confirmation of Tournament Site Agreements:

    a) Girls' Soccer (October 19, 2021)
    b) Boys' Soccer (October 23, 2021)

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

21-10-109 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Kramer**, to adopt the Personal Item from the October 11, 2021, Regular Meeting, as presented:

C. PERSONNEL ITEM

1. Recommendation to approve the following as after-game dance monitors (eff. 09/10/21):

    a) Dave Derrig
    b) Zach Humrichouser

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

ITEMS OF THE TREASURER

21-10-110 Upon the recommendation of Treasurer Beeman, the motion was made by **Stevens**, seconded by **Kramer**, to adopt the Action Consent Items of the Treasurer from the October 11, 2021, Regular Meeting, as presented:

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. **(ATTACHED)**

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

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

LEGISLATIVE UPDATE

Gordon reported:

SB 1 Passed for kids entering 9th Grade next year. Requires ½ unit for financial literacy.

Bills under consideration:

HB 290 Proposed to increase amount for education savings accounts.

SB 229 Extends the deadline for submitting blended learning models to the State.

SB 33 Expands income tax deduction to 529 savings plans.

BOARD MEMBER ITEMS

Ella McNutt Stated Marching Band performed in two band shows this past month. Also, Show Choir recently hosted their Rising Stars Camp for elementary students. Mentioned the choir concert will be Thursday, October 14. Announced Tri-M Music Honors Society has been created for Juniors and Seniors that are active in the high school choir or band programs and an induction ceremony into the Society is scheduled for October 18.

Stevens Congratulated the students of the month and the Grizzly Football team for the homecoming win over Stow. Thanked the High School Administrators for working together to change the location of the homecoming dance from Art Wright Stadium to the High School due to the weather. Announced the next drama production Anne of Green Gables on October 28-30. Wished good luck to Soccer Team in with their Suburban League Championship Game Tuesday night.

Gordon Shared information about the upcoming levy in response to all the questions she has received the past few weeks and encourages everyone to ask any questions they may have. She issued a statement in regard to the letter NSBA sent on behalf of boards of education and stated that organization does not represent her and does not speak for her. She further stated that we invite all community members to speak and share with the Board. Congratulated Coach Justin Todd and and his wife, Janelle, on the birth of their little Grizzly.

Batey Reiterated Amanda's comments regarding the levy and encouraged anyone that has questions to get answers to their questions. Recognized all of our buildings for all of the exciting things going on in the buildings. Mentioned that she enjoys reading about them in the building newsletters.

Kramer Encouraged people to attend the levy meetings to get answers to questions. Congratulated all our fall athletic teams on their success this year. Happy we are able to have a "regular" season. Recognized all the inductees into the Wadsworth Sports Hall of Fame.

McComas Congratulated the Students of the Month. Congratulations to the soccer team on their academic award as well as their success this year. Best of luck to the fall teams as they wrap up their season. Thanked to the administrative team for everything they are doing this year.

EXECUTIVE SESSION

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

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

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

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

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

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

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

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

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

EXECUTIVE SESSION

21-10-111 The motion was made by **Stevens,** seconded by **Batey**, to enter Executive Session at **8:00 p.m.**

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

Nay – None Motion Carried,

EXECUTIVE SESSION recessed at **9:08 p.m.**

ADJOURNMENT

21-10-112 The motion was made by **McComas**, seconded by **Stevens**, to adjourn at **9:08 p.m.**

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

(Signed)_____
Gary McComas, President

(Attested)_____
Douglas D. Beeman, Treasurer

WADSWORTH CITY SCHOOLS | 2023-2024 CALENDAR

AUGUST 2023

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 No School (Teacher Work Day)

22 No School (Teacher Work Day)

23 No School (Prof. Dev. In-Service)

24 First Student Day (Gr. 1-12)

? First Student Day (Kind. & PS)

T-9 S-6

SEPTEMBER 2023

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4 No School (Labor Day)

22 No School (Prof. Dev. In-service)

27 Pre-K - Gr. 6 Conferences (4:30-8:00 p.m.)

T-20 S-19

OCTOBER 2023

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5 No School (Pre-K - Gr. 6 only) Conferences 11:30 a.m.–7:00 p.m.

13 No School (Teacher Comp Day, NEOEA Day)

*T-22 *S-21*
**Pre-K – Gr. 6 student days - 20*

NOVEMBER 2023

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1 WHS Conference Night

2 No School (Pre-K – Gr. 6 only) Conferences 8:10 a.m.-3:40 p.m.

3 No School (Prof. Dev. In-service)

9 WMS Conference Night

23-27 No School (Thanksgiving Break)

*T-19 *S-18*
**Pre-K – Gr. 6 student days - 17*

DECEMBER 2023

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22-29 No School (Winter Break)

T-15 S-15

JANUARY 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1-3 No School (Winter Break)

12 No School (Prof. Dev. In-service)

15 No School (M. L. King, Jr. Day)

T-19 S-18

1 Pre-K – Gr. 6 Conferences (4:30–8:00 p.m.)

19 No School (President's Day)

T-20 S-20

FEBRUARY 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

29 No School (Good Friday)

Family First Night

ACT Test Day

End-of-Course Exams

T-20 S-20

MARCH 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1-5 No School (Spring Break)

T-17 S-17

APRIL 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

24 Baccalaureate

26 Commencement

27 No School (Memorial Day)

31 Last Student Day

T-22 S-22

MAY 2024

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3 Teacher Work Day

T-1 S-0

JUNE 2024

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Gr. K-4 Trimesters

8/24/23 – 11/22/23 (59 days)
11/28/23 – 3/1/24 (57 days)
3/4/24 - 5/31/24 (58 days)

Total Student Days

PS & Kindergarten: xx days
Gr. 1-6: 174 days
Gr/ 7-12: 176 days

Gr. 5-12 Quarters

8/24/23 - 10//27/23 (Gr. 7-12 44 days; Gr. 5-6 43 days)
10//30/23 – 1/11/24 (Gr. 7-12 41 days; Gr. 5-6 40 days)
1/16/24 - 3/22/24 (48 days)
3/25/24 - 5/31/24 (43 days)

Note: If the district falls below the minimum hours required in a school year due to calamity days, hours will be added at the end of the school year, beginning June 3, 2024.

WADSWORTH CITY SCHOOLS | 2024-2025 CALENDAR

AUGUST 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19 No School (Teacher Work Day)
20 No School (Teacher Work Day)
21 No School (Prof. Dev. In-Service)
22 First Student Day (Gr. 1-12)
? First Student Day (Kind. & PS)

T-10 S-7

SEPTEMBER 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 No School (Labor Day)
20 No School (Prof. Dev. In-service)
25 Pre-K - Gr. 6 Conferences (4:30-8:00 p.m.)

T-20 S-19

OCTOBER 2024

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3 No School (Pre-K - Gr. 6 only) Conferences 11:30 a.m.–7:00 p.m.
11 No School (Teacher Comp Day, NEOEA Day)

*T-23 *S-22*
**Pre-K – Gr. 6 student days - 21*

NOVEMBER 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

6 WHS Conference Night
7 No School (Pre-K – Gr. 6 only) Conferences 8:10 a.m.-3:40 p.m.
8 No School (Prof. Dev. In-service)
14 WMS Conference Night
28-29 No School (Thanksgiving Break)

*T-19 *S-18*
**Pre-K – Gr. 6 student days - 17*

DECEMBER 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23-31 No School (Winter Break)

T-15 S-15

JANUARY 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1-3 No School (Winter Break)
10 No School (Prof. Dev. In-service)
20 No School (M. L. King, Jr. Day)

T-19 S-18

FEBRUARY 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

6 Pre-K – Gr. 6 Conferences (4:30–8:00 p.m.)
17 No School (President's Day)

T-19 S-19

MARCH 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31 No School (Spring Break)
Family First Night
ACT Test Day
End-of-Course Exams

T-20 S-20

APRIL 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1-4 No School (Spring Break)
18 No School (Good Friday)

T-17 S-17

MAY 2025

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

23 Baccalaureate
25 Commencement
26 No School (Memorial Day)
30 Last Student Day

T-21 S-21

JUNE 2025

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Teacher Work Day

T-1 S-0

Gr. K-4 Trimesters

8/22/24 – 11/20/24 (59 days)
11/21/24 – 2/28/25 (57 days)
3/3/25 - 5/30/25 (58 days)

Total Student Days

PS & Kindergarten: xx days
Gr. 1-6: 174 days
Gr/ 7-12: 176 days

Gr. 5-12 Quarters

8/22/24 - 10/25/24 (Gr. 7-12 44 days; Gr. 5-6 (43 days)
10/28/24 – 1/17/25 Gr. 7-12 46 days; Gr. 5-6 (45 days)
1/21/25 – 3/21/25 (43 days)
3/24/25 – 5/30/25 (43 days)

Note: If the district falls below the minimum hours required in a school year due to calamity days, hours will be added at the end of the school year, beginning June 2, 2025.

CONTRACT FOR HANDICAPPED PUPILS
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 NORTON 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 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 NORTON 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 NORTON School District (District of Attendance), and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The NORTON Board of Education (District of Attendance) will include these court placed handicapped 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.

SSID	FIRST	LAST	STATUS	GRADE	ADDRESS	EMIS	DATE	D.C.
[redacted]	[redacted]	[redacted]	C	3	[redacted]	[redacted]	08/01/2021	10

[redacted] 10/15/2021

District of Attendance Superintendent Signature — Date

[redacted] 10/15/21

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 is required for parentally placed students but optional for court-placed students

CONTRACT FOR HANDICAPPED PUPILS
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 Wooster City School District 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 District Board of Education (District of Residence) for educational purposes for the school year of 2021 - 2022.

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

	Name of Student	Address of Student
1.	[redacted]	[redacted]
2.		
3.		

[redacted] 10-21-21

District of Attendance Superintendent Signature — Date

[redacted] 10/18/21

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 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 Chippewa Local 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 Chippewa Local 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 Chippewa Local 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.	[redacted]	[redacted] Wadsworth, Ohio 44281
2.	_____	_____
3.	_____	_____
4.	_____	_____

[redacted]

District of Attendance Superintendent Signature — Date: 10/19/2021

[redacted]

District of Attendance Treasurer Signature — Date: 10/19/2021

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 HANDICAPPED PUPILS
OPEN ENROLLMENT

AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES PURSUANT TO SECTIONS 3313.981 ORC, 3323.14 ORC, AND RULE 3301-48-02 (F)

District of Attendance

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

The Norton Board of Education (District of Residence) hereby agrees to pay to the Wadsworth City Schools 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 Wadsworth City Schools 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 ORC. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils for the resident district's 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. [redacted]	[redacted]
2.	
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

_____
(Signature) Andrew Hill, Superintendent Date

_____
(Signature) Douglas Beeman, Treasurer/CFO 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.

_____
(Signature) Superintendent of District of Residence Date

_____
(Signature) Treasurer of District of Residence Date

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 Norwayne Local 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 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 Norwayne Local 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 Norwayne Local 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.	[redacted]	[redacted]
2.		
3.		

[redacted] 10/12/21
District of Attendance Superintendent Signature Date

[redacted] 10-12-2021
District of Attendance Treasurer Signature Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2021 - 2022.

District of Residence Superintendent Signature Date

District of Residence Treasurer Signature Date

Medina City School District
222 South Broadway Street
Medina, Ohio 44256
P: 330-636-4213 F: 330-636-4215

Additional Student 2021-2022 effective 9-1-2021

CONTRACT ADDENDUM
(Agreement for Admission of Specific Tuition Student to Evolve Academy of Medina City School District)

District of Attendance

The Medina City School District Board of Education (District of Attendance) hereby enters into a contract for admission of the student(s) listed below with the Wadsworth Board of Education (District of Residence) for educational purposes for the 2021/2022 school year.

Wadsworth Board of Education (District of Residence) hereby agrees to pay the Medina City Schools' Board of Education (District of Attendance) an amount equal to $4,100.00 per month per full-time student listed below.

The Medina City Schools' Board of Education (District of Attendance) acknowledges that the student(s) listed below are not to be included in their ADM certification, but will be claimed in the ADM of the District of Residence. The Medina City School District does hereby accept the student(s) listed below into Evolve Academy on the terms and conditions listed in the Evolve Academy Agreement and this Addendum to that agreement.

	Name of Student	Date of Birth
1.	[redacted]	[redacted]
2.		
3.		

DISTRICT OF SERVICE

Medina City Schools Superintendent/Designee Signature Date

Medina City Schools Treasurer/Designee Signature Date

DISTRICT OF RESIDENCE

«School_District» Superintendent/Designee Signature Date

«School_District» Treasurer/Designee Signature Date

Special Needs Transportation Proposal
Medina County Schools ESC

10/12/2021

District	Wadsworth City Schools
Student's Name	[redacted]
Location From	[redacted]
Location To	1 Park Circle, Westfield 222 S. Broadway St., Medina

	Yes	No
A.M.	X	
P.M.	X	
Pick-up	X	
Drop Off	X	
Aide Service		

Driver Fee	$ 16.50	Hour
Aide Fee	$ 16.50	Hour
Mileage Rate	$ 0.65	Mile

Mileage Portion of Route	Time Minutes	Miles
Pre-trip	15	
A	35	14.3
B	15	5.1
C	10	3.0
D	25	11.9
E	25	10.6
F	10	2.2
G	5	0.3
H	10	3.2
Post-trip	15	
Total	2.75 Hours	50.6 Miles

Aide Hours

Cost:	
Driver	$ 90.75
Aide	$ -
Mileage	$ 65.78
Daily Total	**$ 156.53**

2021-2022 School Year

My signature below signifies that I have reviewed this Transportation Proposal and agree to the amount quoted.

Signature _____ Date _____

The Client named herein, hereinafter referred to as the "Company", hereby retains American Benefits Group, 320 Riverside Drive, Northampton, MA 01061-1209, hereinafter referred to as "ABG", to provide third-party administrative services relating to certain compliance requirements of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and/or the ongoing administration of the Company's Section 125 Flexible Benefits Plan, Section 105 Health Reimbursement Arrangement, Section 132 Transportation Benefit Plan(s) and/or Health Savings Accounts (each an "HSA"), as this term is defined in Section 223 of the Internal Revenue Code of 1986, and/or Direct Premium Billing Services for Leave of Absence (LOA), Family Medical Leave Act (FMLA), Retiree Billing or other employer-specific billing needs.

Some or all of the benefit Plans established and maintained by the Company are "welfare benefit plans" within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA") and some or all must comply with the Internal Revenue Code of 1986 (the "Code"). ABG shall only provide notifications and services as expressly set forth in this Agreement. Any responsibility with respect to establishment, maintenance, and administration of any welfare benefit Plan sponsored by the Company not specifically delegated to ABG herein shall remain the responsibility of the Company.

A. COBRA Administration:

1. COBRA Administration Responsibilities of ABG:

a. Provide Initial Notification by First Class Mail to employees and dependents who first become eligible under Covered Benefit Plans after the effective date of this agreement. American Benefits Group shall take all reasonable actions to mail said notices within ten (10) business days of receiving proper defined notification from the Company. Notices shall only be sent to those Covered Employees and Qualified Beneficiaries as the Company requests in writing, via electronic file transfer or via input through ABG's online COBRA System. ABG shall be entitled to rely upon all information provided by the Company or its authorized representative(s).

b. Provide Qualifying Event Notification by First Class Mail to Qualified Beneficiaries for Qualifying Events occurring after the effective date of this agreement. American Benefits Group shall take all reasonable actions to mail said notices within ten (10) business days of receiving proper defined notification from the Company. Notices shall only be sent to those Covered Employees and Qualified Beneficiaries as the Company requests in writing, via electronic file transfer or via input through ABG's online COBRA System. ABG shall be entitled to rely upon all information provided by the Company or its authorized representative(s).

c. Process all COBRA Elections received. Postmark date will be used to determine timeliness of COBRA Elections. ABG shall notify any person whose claim for Continuation Coverage is denied, of the reasons for the denial and of the person's rights, if any, to have the denial reviewed.

d. Provide update notifications by First Class Mail to Covered Employees, COBRA Participants, and/or Qualified Beneficiaries as may be required by amendments to any relevant regulations, or changes to covered benefit plans.

e. Provide Termination Notification upon non-payment of premium, end of COBRA term or voluntary termination by COBRA Participant or Covered Dependent.

f. Provide Billing, premium collection, and monthly remittance services to the Company. ABG will collect premiums (including the 2% COBRA administrative service fee) from COBRA Participants and forward collected payments less the 2% COBRA administrative service fee to the Company. COBRA premiums are due on the first day of each month. There is a 30 day Grace Period. ABG considers COBRA premiums timely paid if said premiums are delivered to ABG by hand, delivery service or postmarked by the U.S. Postal Service no later than the last business day of the month in which payment is due. Should the Company choose to subsidize a Participant's COBRA premiums, the Company shall be liable for and will be invoiced for all monthly 2% COBRA administrative service fees.

g. With exception of the initial amount due, amounts less than the entire cost of Continuation Coverage shall be accepted as payment in full if (i) timely paid, and (ii) within ten percent (10%) of the actual amount due, and (iii) the shortfall is promptly corrected upon notification from ABG. The initial amount due must be paid in full.

h. Provide Conversion Option Notice to COBRA Participants if a health insurance policy conversion right is available under the Plan(s) when COBRA coverage ends. Such notice shall be provided within 180 days of the end of the maximum COBRA coverage period.

i. Maintain a database of Covered Employees, Qualifying Beneficiaries and COBRA Participants to whom any notifications have been sent. Data will include all pertinent information provided by the Company.

j. Maintain computer and/or physical records of all notices.

k. Provide the Company with online access to status reports detailing all beneficiary activity.

l. Notify the Company of any discrepancies or conditions it discovers during the course of its operations that may require action by the Company, as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.

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m. Notify the Company of known changes or updates relating to compliance with any pertinent regulations.

2. COBRA Administration Responsibilities of The Company:

a. At least thirty (30) days prior to commencement of services under this Agreement, the Company shall submit electronically to ABG the following information:

   i. A completed COBRA Plan Data Gathering Form provided by ABG, listing all available Health Plans (including FSA, HRA and EAP Plans), rates and benefit information.

   ii. A completed Employee Data Gathering Form or Electronic Data File provided by ABG which includes a listing with complete demographics of each of the following: Active Benefit Eligible Employees, COBRA Participants and Qualifying Beneficiaries who have been notified and are in the Election Period. Qualifying Beneficiaries who have not been notified will be entered by Company after setup is completed.

b. Following commencement of services under this agreement, the Company will notify ABG in writing, via electronic file feed or through the online COBRA system within ten (10) working days of the date it has knowledge of the following:

   i. Employees who have become eligible for and elected a covered benefit.

   ii. Qualifying Events: death of a Covered Employee; termination of employment (other than for gross misconduct); reduction of work hours which result in a loss of coverage; divorce or legal separation of a Covered Employee; a Covered Employee's entitlement to benefits under title XVIII of the Social Security Act (Medicare), or; a Dependent of a Covered Employee ceasing to be a Dependent.

   iii. Any other Qualifying Event presently defined by law or so defined by any future amendment to the Acts.

c. All notifications of Qualifying Events provided by the Company shall include the names of all Qualified Beneficiaries, date and nature of Qualifying Event, employee census information including the coverage the employee had at the time of the Qualifying Event, dependent information for all dependents covered under the Company's plan(s) at the time of the Qualifying Event and the last known mailing address for each Qualified Beneficiary and each eligible dependent. The Company shall be solely responsible for determining when an Employee or Dependent has experienced a Qualifying Event, including without limitation, when an Employee's employment is terminated due to gross misconduct.

d. The Company shall notify ABG, in writing, as soon as possible, but no later than ten (10) business days, after learning that any Qualifying Beneficiary has been found disabled per the Social Security Administration at the time of the Qualifying Event, has become disabled within sixty (60) days of a Qualifying Event or, who having been disabled, is no longer disabled.

e. The Company shall notify ABG in writing as soon as possible of an addition, termination or modification of any health plan (including insurer change, rate change or benefit change) within ten (10) business days of the date it has knowledge of said change, termination or modification of such Plan.

f. Late Notification. ABG's responsibilities under this Agreement are triggered upon notification by the Company as described above. If such notification is not timely made, ABG shall use its best efforts to quickly perform its responsibilities. However, ultimate responsibility for any consequences, damages, etc., attributable in whole or in part to the late notification to ABG remain with the Company. For purposes of this provision, "timely" refers to a period of time reasonably sufficient for ABG to perform its responsibilities within the time period required under COBRA and/or applicable state continuation law.

g. Cost of Continuation Coverage. The Company shall provide ABG with applicable premium calculations for Continuation Coverage under the Plan. ABG shall be entitled to rely on such information. Unless Company provides written direction otherwise, ABG shall charge Participants the maximum premiums allowed (including the 2% administrative fee) under COBRA or applicable state continuation law.

h. The Company is responsible for the final decision upon review of disputed eligibility, cost and/or coverage issues, including determinations with respect to Continuation Coverage. Upon receipt of applicable information and documentation from ABG, Company shall notify ABG in writing of its final decision upon review of disputed eligibility and coverage issues.

i. The Company is solely responsible for: (i) determining whether IRS Form 8928 must be filed for the purpose of reporting a violation of COBRA, (ii) preparing and filing Form 8928 (if necessary), and (iii) paying any excise tax imposed by Section 4980B of the Code. Notwithstanding the foregoing, upon request, ABG may assist the Company with its responsibilities under this paragraph.

j. The Company shall examine online reports made available by ABG in a timely manner (at least monthly) and advise ABG of any discrepancies between such reports and the Company's own records as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.

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k. If the Carrier Notification Option has been selected, the Company shall audit all insurance carrier invoices on a monthly basis and notify ABG immediately of any discrepancies in the eligibility listing. The Company shall be responsible for all damages that result from or which could have been avoided had the Company timely reviewed its reports and advised American Benefits Group of any eligibility or coverage discrepancies.

B. FSA, HRA, and/or Transportation Benefit Administration (as applicable):

1. FSA, HRA, and/or Transportation Benefit Administration Responsibilities of ABG:

a. Provide model Benefits Plan Documents to include Dependent Care Assistance Plan, Medical Expense Reimbursement Plan, and/or Health Reimbursement Arrangement sections, with Summary Plan Descriptions and Plan Adoption Agreement(s) as required.

b. Provide Company with a Client Information Setup Form, Reimbursement Accounts Funding Agreement and Participant Profile spreadsheet (or EDI File Specifications), to be completed and returned to ABG.

c. Provide Company with open enrollment communications to be used during the enrollment process and make available an electronic Participant enrollment and ordering system and/or election forms to be used during the enrollment process.

d. Set up the administrative function, process elections, and provide enrollment reports to be used by Company to set up payroll deductions.

e. Provide Debit Reimbursement Card to each participant who is authorized to use this method of reimbursement for accounts they have enrolled in.

f. Provide Confirmation email with detailed instructions for web portal login, claims filing and debit card utilization to each Reimbursement Account participant.

g. ABG shall process, adjust, and settle claims of Participants received by ABG for benefits under the Plan(s) in accordance with the terms and conditions of the Plan(s). Where the terms and conditions of the Plan(s) are not clear, ABG reserves the right to request direction from Plan Administrator. Generally, unless paid through use of a debit card, online ordering system or agreed to otherwise, ABG shall pay reimbursements via check or direct deposit from a Company account.

h. Provide online Administrator access to Enrollee Account Balance, Payment History and Bank Settlement reports for all elections, contributions withheld and all claims processed, approved and paid.

i. Provide general support services to assist Participants with general information about the Plans and answer routine questions from persons concerning coverage status, claims status, complaint administration, and other inquiries related to the Plans. ABG shall provide each Participant with appropriate forms and instructions related to ABG's services hereunder, including on-line reimbursement claim functionality, applicable forms and worksheets, and instructions for filing claims and accessing accounts electronically including mobile apps for iPhone and Android devices. ABG shall provide a toll-free number for ongoing employee education, questions and/or administrative functions to be handled by a U.S. based, trained, and dedicated customer service staff member at 800-499-3539. ABG shall provide twenty-four (24) hour online access to certain employee account information.

j. Provide EDI File Specifications for Company to communicate any participant eligibility changes and/or changes to participant payroll deduction amounts redirected to the Plan(s) and accept specifically formatted data files from Company.

k. Process all communicated changes in enrollment, elections and contributions in a timely manner upon receipt.

l. Maintain current accounting of benefits accrued, paid and/or due to employees for each participant as well as Company totals for each benefit and Plan.

m. Provide participants with web portal access for online enrollment, claims filing, claim status, account balance, claims and payment history and all necessary forms along with access to Frequently Asked Questions, and the Summary Plan Description.

n. Provide smart phone applications to allow mobile participant account access for claims filing, claim status, account balance, and payment history details.

o. Provide online open enrollment communications prior to each plan year anniversary date to be used in the re-enrollment process for the new plan year.

p. Conduct nondiscrimination testing, upon request, utilizing data supplied by the Company in a format specified by ABG. ABG is entitled to rely upon the information provided by the Company and is under no obligation to

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independently verify such information. ABG shall report the results of such tests to Company, however, ABG cannot provide legal advice regarding nondiscrimination compliance, the design of any Plan(s) or any corrective action(s) that may be necessary.

2. FSA, HRA, and/or Transportation Benefit Administration Responsibilities of The Company:

a. At least twenty (20) days prior to commencement of services under this Agreement, submit to ABG the following:

   i. A completed Client Information Form and Reimbursement Account Funding Agreement.

   ii. An Employee Profile Spreadsheet in the format specified by ABG.

b. Make determinations regarding an employee's eligibility to participate in the Plans (including the eligibility of any owners of the Company), provide eligible employees with necessary enrollment materials and information regarding the Plans, enroll eligible employees into the Plans (using ABG's on-line enrollment system if applicable), and respond to all inquiries from employees regarding eligibility for, enrollment in, and the terms and conditions of the Plans. Any paper enrollments must be compiled into and submitted to ABG in a specified spreadsheet format.

c. Report participant terminations and changes of family status to ABG no later than ten (10) working days following the effective date of such changes. Company understands that (i) new Participants may not begin participation until such time as such information has been received and processed by ABG, and (ii) delays in receipt of deletion/termination information may increase the risk to the Plan(s) of overpayments. ABG shall rely on the most current information in its possession regarding the participation and election of a Participant in paying claims and providing other services under this Agreement.

d. Reconcile payroll amounts redirected to the Benefits Plan(s) against Enrollee Account Balance Reports available through the administrator web portal. Company shall notify ABG immediately of any discrepancies in employee contribution balances found in this reconciliation process.

e. Provide ABG with access to funds to pay card transactions and/or reimbursements by check or direct deposit to employee bank accounts. Company shall establish an account from which all benefit payments (including debit card payments, if applicable) under the Plan(s) are made. All funds provided for the purpose of paying benefits shall be made available by Company through such account. ABG shall be authorized to issue checks and/or initiate ACH transfers (as applicable) from the account. Company shall make funds available through the account at a sufficient level to permit payment of benefits due Participants. Company shall be responsible for all bank charges, reconciliation and escheatment (if any) of any funding account made available to or used by ABG to reimburse Participants under the Plan(s). Funds made available to ABG shall not include salary reduction contributions or Plan assets. Rather, the Company shall make available the Company's own funds to ABG and reimburse itself from salary reduction contributions as claims are paid. Company is responsible for the handling of and accounting of salary reduction contributions to ensure no salary reduction contributions are made available to ABG. Company acknowledges that ABG has no obligation to advance its own funds if there are not sufficient funds provided by Company for such payments.

f. Maintain the enrollment process for all employees who become eligible to participate after the initial enrollment period.

g. Initiate any action required in the event Plan(s) become discriminatory.

h. Determine whether to secure, and if so to secure, review of all Plan Documents, the Summary Plan Description, and the Adoption Agreement by appropriate professionals, including but not limited to Company's legal counsel. The Company shall approve all such materials within thirty (30) days following delivery by ABG, unless such deadline is extended by mutual agreement of all parties. Company's failure to object within such time period (including any agreed upon extension period) shall constitute approval. The Company shall have ultimate responsibility for all aspects of the Plan documentation, including, but not limited to, written plan documents, SPDs, and amendments thereto.

   i. Unless Company and ABG mutually agree otherwise in writing, the Company shall deliver to all Covered Individuals all appropriate and necessary documents and materials, including, but not limited to, the Plan documents, Plan amendments, SPDs, enrollment forms, application forms, and notices, as may be necessary for the operation of the Plan(s) or to satisfy the requirements of state or federal laws and regulations. Company shall execute and retain all Plan Documents and Adoption Agreement(s).

   ii. The Plans may be amended or terminated in accordance with the Plan provisions. If the Company amends a Plan, the Company agrees to notify ABG (i) before the later of the effective date of the amendment or the date of adoption of the amendment, or (ii) as soon as administratively feasible. ABG is responsible for providing services related to the amendment only upon its consent. Amended services shall be provided by ABG from the date of consent forward.

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iii. File annual IRS form 5500 if required.

C. Direct Premium Billing Services (if applicable):

1. Direct Premium Billing Responsibilities of ABG:

a. Provide Billing, premium collection, and monthly remittance services to the Company. ABG will collect premiums from Billing Service Participants, referred to herein as Special Plan Members or SPMs, and forward all collected payments to the Company. SPM premiums are due on the first day of each month. There is a 30 day Grace Period. ABG considers SPM premiums timely paid if said premiums are delivered to ABG by hand, delivery service or postmarked by the U.S. Postal Service no later than the last business day of the month in which payment is due.

b. With exception of the initial amount due, which must be paid in full, amounts less than the entire premium payment shall be accepted as payment in full if (i) timely paid, and (ii) within ten percent (10%) of the actual amount due, and (iii) the shortfall is promptly corrected upon notification from ABG.

c. Maintain a database of Special Plan Members to whom any notifications have been sent. Data will include all pertinent information provided by the Company.

d. Maintain computer and/or physical records of all notices.

e. Provide the Company with online access to status reports detailing all Special Plan Member activity.

f. Notify the Company of any discrepancies or conditions it discovers during the course of its operations that may require action by the Company, as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.

2. Direct Premium Billing Responsibilities of The Company:

a. At least thirty (30) days prior to commencement of billing services under this Agreement, the Company shall submit electronically to ABG the following information:

i. A completed SPM Plan Data Gathering Form provided by ABG listing all applicable benefit premiums to be invoiced.

ii. A completed Employee Data Gathering Form or Electronic Data File provided by ABG to include a listing with complete demographics of each participating SPM.

b. Following commencement of services under this agreement, the Company will enter, through the ABG online COBRA system, all pertinent demographic and benefit data relating to any Employees who have become eligible for billing services.

c. The Company will notify ABG in writing, within ten (10) working days of the date an SPM is no longer a billing services participant.

d. All enrollment data provided by the Company shall include the names of all Special Plan Members, date of commencement of services, employee census information including the coverage the employee will be billed for, and the last known mailing address for each SPM. The Company shall be solely responsible for determining and communicating when an Employee becomes a participating SPM or ceases to be a participating SPM.

e. The Company shall notify ABG in writing as soon as possible of an addition, termination or modification of any SPM benefit (including insurer change, rate change or benefit change) within ten (10) business days of the date it has knowledge of said change, termination or modification of such carrier, rate or benefit.

f. Late Notification. ABG's responsibilities under this Agreement are triggered upon notification by the Company as described above. If such notification is not timely made, ABG shall use its best efforts to quickly perform its responsibilities. However, ultimate responsibility for any consequences, damages, etc., attributable in whole or in part to the late notification to ABG remain with the Company. For purposes of this provision, "timely" refers to a period of time reasonably sufficient for ABG to perform its responsibilities.

g. Cost of SPM Coverage. The Company shall provide ABG with applicable premium calculations for SPM Coverage. ABG shall be entitled to rely on such information.

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h. The Company is responsible for the final decision upon review of disputed eligibility and/or coverage issues, including determinations with respect to SPM cost or coverage. Upon receipt of applicable information and documentation from ABG, Company shall notify ABG in writing of its final decision upon review of disputed eligibility and coverage issues.

i. The Company shall examine online reports made available by ABG in a timely manner (at least monthly) and advise ABG of any discrepancies between such reports and the Company's own records as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies. The Company shall be responsible for all damages that result from or which could have been avoided had the Company timely reviewed its reports and advised American Benefits Group of any eligibility or coverage discrepancies.

D. The Company hereby agrees to the following Representations, Warranties, and Understandings:

i. The Company warrants and represents that it is the legal Administrator and sole fiduciary of the plans and/or benefits covered by this Agreement, and that it shall not require any bond or security of ABG in the performance of its duties under this Agreement. As the Plan Administrator and Plan Fiduciary, the Company shall maintain sole responsibility for enforcing all plan provisions and procedures, and reserves all rights and duties which arise therefrom. The Company shall be responsible for compliance with applicable laws and regulations pertaining to the Plans and any and all governmental or regulatory charges and taxes resulting from Company's establishment and operation of the Plans.

ii. The Company reserves full authority to make all decisions relating to the administration of its COBRA, FSA, HRA, Commuter and/or HSA benefits, including those duties and responsibilities delegated to ABG by this Agreement. In fulfilling its duties and obligations under, and accordance with this Agreement, ABG will serve as a third-party plan service provider under the direction of the Company and shall be considered to be a "named fiduciary", "plan sponsor", or "Plan Administrator" (as such terms are defined under ERISA, other applicable law, or the Plans) only if and to the extent required by applicable law, and ABG shall not assume any of the administrative duties, responsibilities or liabilities commensurate with such designations. Company shall not hold out ABG to third parties (including Plan Participants) that ABG serves in any of the foregoing capacities. ABG shall not be required to participate in or act in a manner that aids or assists a breach of a Fiduciary's duty (as defined under ERISA).

iii. The Company shall have the sole responsibility and duty, as Plan Administrator, to ensure compliance with applicable law, perform required non-discrimination testing, file any required tax or governmental reports or returns (including Form 5500 returns) relating to the Plan(s), determine if and when a valid election change has occurred, handle participant claim appeals, execute and retain required Plan documentation and take all other steps necessary to maintain and operate the Plan(s) in compliance with applicable provisions of the Plan(s), ERISA, HIPAA, COBRA, the Code or any other applicable federal and state laws.

iv. Unless applicable law imposes such responsibility solely on ABG, ABG shall not have any responsibility related to: (i) determining what reporting and notification requirements apply to the Plan(s); (i) preparing and filing any tax return, report or other document required to be provided to any local, State or Federal government or agency thereof with respect to the Plan(s) (e.g., Form 5500, various reports required under PPACA, etc.); or (iii) preparing and distributing any notification required to be provided to any participant of the Plan(s) under applicable law (e.g., SPD, Summary Annual Report, various notifications required by PPACA, etc.).

v. The Company shall be solely responsible for complying with (i) the portability requirements of HIPAA and (ii) the group health plan requirements of PPACA, including, but not limited to, the external review requirements, with respect to the Plan(s). Responsibility for preparing, filing, and/or distributing all tax returns, reports, notifications, or other documents shall be that of the Company. Notwithstanding the foregoing, ABG will use its best efforts to assist the Company with its reporting and notification obligations.

vi. The Company shall be responsible for ensuring compliance with all nondiscrimination requirements applicable to the Plan(s). Upon request, ABG shall provide nondiscrimination testing services utilizing data supplied by the Company in a format specified by ABG. If nondiscrimination testing data is not provided to ABG by the Company or is not in the format specified by ABG, ABG will be under no obligation to perform any required nondiscrimination tests and shall bear no responsibility regarding the compliance of the Plan(s).

vii. The Company shall make determinations regarding FMLA including, but not limited to, whether FMLA and/or similar state laws apply. ABG shall not make determinations regarding FMLA, or comparable state laws as they relate to services provided under this Agreement.

viii. Unless ABG has been retained to provide COBRA Services under this Agreement, the Company shall be solely responsible for compliance with the applicable provisions of COBRA and state continuation laws, including, but not limited to, providing (i) Covered Individuals with initial COBRA notices, and (ii) qualified beneficiaries with notices upon a qualifying event, notices of unavailability, termination notices, and other information concerning continuation coverage.

ix. The Company shall be responsible for all aspects of compliance with Section 609(a) of ERISA regarding qualified medical child support orders ("QMCSO"), including, but not limited to, establishing QMCSO procedures and determining whether a medical child support order is "qualified." The Company shall provide notice to ABG of any Covered Individuals covered

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under the Plan by virtue of a QMCSO and of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of a QMCSO.

x. In performing services under the Agreement, ABG is not engaged by Company to render legal or accounting services or advice. The Company agrees that no opinion of any kind, expressed or implied, is rendered by ABG as to the legal sufficiency or tax qualification of a Plan or any Plan documentation. The Company shall be responsible for determining whether to obtain, and if so for obtaining legal and accounting advice with respect to the Plan(s) from their own legal or accounting counsel.

xi. If a Plan existed prior to ABG being retained by Company to provide services, ABG shall have no responsibility to audit or review the prior administration for compliance with the Plan or applicable law. If, in the course of providing services, ABG discovers an error that occurred prior to ABG being retained by Company, ABG will promptly notify Company of such error. Company shall be solely responsible for determining whether, and in what manner, such error shall be addressed. Notwithstanding anything herein to the contrary, ABG shall have no liability for the failure to discover errors in administration of the Plan occurring prior to ABG being retained by the Company.

xii. The Company shall take any and all necessary action and execute all documents necessary to authorize ABG to perform its functions and duties pursuant to this Agreement. Company shall comply with all requests for information made by ABG reasonably necessary for ABG to fulfill its duties under this Agreement. ABG shall be entitled to rely upon the information provided by the Company and ABG shall have no responsibility to independently verify the accuracy or completeness of such information. Any documentation received by Company (including a designee) that should have been provided to ABG shall be promptly forwarded to ABG.

xiii. The Company shall verify that all information it provides to ABG, either by electronic file, mail, email, facsimile or otherwise, is complete and accurate. The Company shall be solely responsible for any consequences that may arise if any data it provides to ABG is in any way incomplete or inaccurate.

xiv. The Company shall regularly review the information made available by ABG and reconcile such information with its own records. The Company shall notify ABG of any discrepancy within thirty (30) business days of the information being made available by ABG

xv. Information Security, Data Protection, Privacy and Business Associate Relationship. Whereas the Plan(s) sponsored by the Company may be Covered Entities as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Company has engaged ABG as a Business Associate to perform services on its behalf, the Parties agree to abide by all of the terms and conditions of the Business Associate Addendum attached to and made part of this Agreement.

xvi. ABG has developed and implemented comprehensive information security and data protection programs, and has in place reasonable safeguards to protect its client's proprietary information against anticipated threats and unauthorized access and/or hazards. Said information security and data protection programs contain all elements required under Massachusetts regulation 201 CMR 17.00, as well as current generally accepted industry standards, to safeguard the personal information of residents of the Commonwealth of Massachusetts as provided for in Massachusetts regulation 201 CMR 17.00.

E. Indemnification and Limitation of Liability

i. ABG shall indemnify, hold harmless, and defend the Company and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Company may incur or be asked to pay), which arise, directly or indirectly, from ABG's act or omission to act in its capacity as a plan service provider, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Company may incur or be asked to pay) arising under any law.

ii. Claim Processing Errors. ABG shall be liable for the recovery of claim processing errors arising from ABG's performance pursuant to the terms of this Agreement. ABG shall use diligent efforts toward the recovery of such losses.

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iii. No Guarantee of Benefits. ABG does not assume any responsibility, risk, liability or obligation for the general policy direction of the Plan, the adequacy of funding thereof, or any act or omission or breach of duty by parties other than ABG. ABG is not and shall not be deemed a guarantor with respect to any benefits payable under the Plan(s).

iv. Design/Interpretation. ABG is not engaged in the practice of law. The resolution of any legal issues concerning the Plan is the responsibility of the Company and its legal counsel.

v. Limitation of Liability. ABG shall exercise, in the performance of its duties, reasonable care and shall be liable for loss only when caused by ABG's (or ABG's subcontractors') negligence, gross negligence, fraud, willful misconduct, criminal conduct or a material breach of this Agreement. ABG shall be responsible for direct damages caused by its failure to satisfy its duties hereunder; provided, however, that ABG shall not be liable for any incidental or consequential damages caused by its failure to satisfy its duties hereunder. ABG shall not be liable for processing that is delayed due to circumstances beyond its reasonable control, including, but not limited to, national, state, or city disaster, acts of God, severe weather, or any other circumstances that would affect ABG or its software, Internet systems, employees and/or facilities.

vi. Reliance on Data & Direction. Notwithstanding any provision of this Agreement to the contrary, ABG is not responsible or liable for any acts or omissions made pursuant to any direction, consent or other request reasonably believed by ABG to be genuine and from an authorized representative of the Company. In matters related to insurance policies, rates, and coverages under the Plans, the agent or Broker of Record or consultant shall be deemed an authorized representative of the Company unless Company specifically informs ABG otherwise in writing. ABG is not responsible or liable for acts or omissions made in reliance on erroneous data provided by Company or the agent or Broker of Record or consultant to the extent ABG's acts or omissions are attributable to the erroneous data, or for the failure of the Company to perform its obligations under this Agreement.

F. Term and Termination

i. Term. This Agreement is effective as of the Effective Date and shall continue for an initial term of one (1) year, unless earlier terminated pursuant to this Agreement.

ii. Termination. This Agreement may be terminated by either party at any time upon ninety (90) days' written notice of the intention to terminate given to the other party. In the event the Company terminates this Agreement, for reasons other than termination for cause as described in this Agreement below, without providing proper notice as detailed above, the Company shall pay any applicable fees due ABG during such thirty (30) day or ninety (90) day period, as the case may be, from the date the notice is given. Such fees shall be paid prior to the transfer of records described in this Agreement.

iii. Automatic Termination. The Agreement shall automatically terminate upon:

  i. The material breach of the terms of this Agreement by any party (including failure on the part of the Company to provide adequate funds to pay claims or to remit service fees due ABG) if such material breach is not corrected within ten (10) days of receipt of written notice specifying the nature of the breach to the satisfaction of the non-breaching party;

  ii. The bankruptcy or insolvency of the Company, or ABG; or

  iii. The enactment of any law, promulgation of any regulation or action of any State or Federal agency or authority which makes or declares illegal the continuance of this Agreement or the performance of any of the services of ABG hereunder.

iv. Post-Termination Obligations. Upon termination of this Agreement, ABG shall cease to act on behalf of the Company. The Company shall be solely responsible for the administration of the plans and shall be liable for the processing and payment of all eligible benefit claims on or after the date on which this Agreement terminates. ABG reserves the right to notify Covered Individuals that ABG no longer acts on behalf of the Company following termination of the Agreement. Notwithstanding the foregoing, ABG may, as mutually agreed upon by Company and ABG, provide certain ongoing third party administrative services by extending this Agreement for a specific period of time. If ABG agrees to provide such ongoing services, all of the terms of this Agreement and any fees provided herein shall continue to apply during the extent of such period of time.

v. Transfer of Records. Upon termination of this Agreement, at the request of the Company, ABG shall transfer to the Company, and/or any successor administrator, those records that are reasonably necessary to effectuate a smooth transition of the operation of the Plan(s). ABG intends that this transfer of records will satisfy its obligation to maintain such records as may be required. All costs associated with such transfer shall be paid by the Company. ABG will allow the Company, or Company's designee, to continue to access applicable online administration systems for a period of ninety (90) business days from the date of termination for the purpose of obtaining the account information of Plan Participants and Covered Individuals.

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G. Miscellaneous

i. By signing this Agreement the Company hereby warrants and represents that the signatory is duly authorized by the Company to execute this Agreement on behalf of the Company, and that he/she has read and fully understood the Agreement in its entirety.

ii. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as may be necessary or required by law. This Agreement shall not be amended or modified except by written agreement between the parties.

iii. Notices. All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth herein or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

iv. Survival. This Agreement and each party's obligations hereunder shall be binding upon the parties hereto and will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party.

v. Independent Contractor. ABG shall be construed to be acting as an independent contractor and not as an employee of the Company or Plan Administrator. Neither ABG nor the Company shall have the power or authority to act for or on behalf of, or to bind the other party, except as set forth in this Agreement.

vi. Subcontractors. ABG may hire subcontractors to perform any of the services required of it under this Agreement and to act as its designee for purposes of this Agreement.

vii. Audit Rights. The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted following receipt of reasonable prior written notice and using procedures mutually agreed upon by the parties.

viii. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company, ABG and their respective successors or assigns, any rights, remedies or obligations whatsoever.

ix. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of law or other tribunal, the invalidity of any provision will not affect any other provision of this Agreement.

x. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

xi. No Waiver of Rights. Nothing in this Agreement shall be deemed to limit or abrogate any right or remedy available under law. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.

xii. Non-Assumption of Liabilities. Unless specifically provided in this Agreement, the parties do not assume the existing or future obligations, liabilities or debts of the other party.

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xiii. Maintenance of Records. ABG and the Company shall maintain adequate records relating to the terms and operation of the Plans as may be required. Each party shall have access to the records relating to the Plans maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws and regulations.

xiv. Governing Law. The Agreement shall be governed by and interpreted in accordance with applicable federal law, including, but not limited to, ERISA. To the extent the federal law does not govern, this Agreement shall be governed by the laws of the State of Ohio.

xv. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.

xvi. Entire Agreement. This Agreement and the Business Associate Addendum attached hereto embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to said subject matter. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement or said Business Associate Addendum will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

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BUSINESS ASSOCIATE ADDENDUM

A. Purpose

1. American Benefits Group (hereinafter "Business Associate") is a "business associate" as that term is defined and regulated under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Business Associate provides services to the client named herein on behalf of one or more of its sponsored Plans ("Covered Entities") as that term is defined and regulated under HIPAA.

2. This Agreement is intended to constitute a "business associate" agreement between each Plan, as a Covered Entity, and the Business Associate, as required under the privacy and security provisions of HIPAA, as amended. Portions of HIPAA apply directly to Business Associate as provided in the Heath Information Technology for Economic and Clinical Health Act ("HITECH"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"). Business Associate's obligations under this Agreement may be the same as, or in some cases in addition to, Business Associate's own obligations under HIPAA as provided in HITECH.

B. Special Definitions

The following definitions are used by this Agreement:

1. **Agreement** - means this American Benefits Group Business Associate Agreement.

2. **ARRA** – means the American Recovery and Reinvestment Act of 2009.

3. **Breach** – means the unauthorized acquisition, access, use, or disclosure of Protected Health Information regarding a Covered Individual that compromises the security or privacy of the Protected Health Information as determined in accordance with 45 C.F.R. Section 164.402. Notwithstanding the foregoing, a Breach does not include: (1) any good faith, unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or Business Associate, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (2) any inadvertent disclosure by an individual who is authorized to access Protected Health Information at Covered Entity's or Business Associate's facility to another similarly situated individual at the same facility, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; and (3) a disclosure of Protected Health Information in a situation in which Business Associate has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

4. **Business Associate** – means a person described in 45 C.F.R. Section 160.103 who performs certain functions on behalf of a Covered Entity.

5. **Business Associate Agreement** - means the agreement required under 45 C.F.R. Section 164.314(a)(2) between a Business Associate and a Covered Entity.

6. **Covered Electronic Transactions** – shall have the meaning given to the term "transaction" in 45 C.F.R. Section 160.103.

7. **Covered Entity** – means the Plan, an entity described in 45 C.F.R. Section 160.103.

8. **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.

9. **Data Aggregation** – means, with respect to Protected Health Information created or received by Business Associate in its capacity as a business associate (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.

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10. **Designated Record Set** – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.
11. **Effective Date** – means the date written above, unless specifically noted otherwise herein.
12. **Electronic Health Record** – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.
13. **Electronic Protected Health Information** – shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. 160.103, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity.
14. **HITECH** – means Heath Information Technology for Economic and Clinical Health Act.
15. **HHS** – means the United States Department of Health and Human Services.
16. **Including** – means "including but not limited to."
17. **Individual** – shall have the same meaning as the term "individual" in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
18. **Limited Data Set** – shall have the same meaning as the term "limited data set" in 45 C.F.R. Section 164.514(e)(2).
19. **Plan** – means an "organized health care arrangement", as that term is defined in 45 C.F.R. Section 160.103.
20. **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.
21. **Protected Health Information** – shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity. Protected Health Information specifically includes Electronic Protected Health Information.
22. **Provider** – means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals.
23. **Required By Law** – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.
24. **Secretary** – means the Secretary of the Department of Health and Human Services or his/her designee.
25. **Security Incident** – shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304, unless defined differently in Covered Entity's policies and procedures for compliance with the Security Rule, which shall be provided to the Business Associate.
26. **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.
27. **Standards for Electronic Transactions Rule** - means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.
28. **Subcontractor** – means an individual described in 45 C.F.R. Section 165.103.
29. **Unsecured Protected Health Information** – means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or

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methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary's guidance, of the media on which the Protected Health Information was stored or recorded.

C. Privacy Provisions

1. **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The "business associate" provisions of the Privacy Rule govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) Business Associate can fulfill its contractual obligations under this Agreement. In addition, Business Associate specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

2. **Permitted Uses and Disclosures by Business Associate.**

   a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the Business Associate, (ii) as permitted or required by this Agreement, and/or (iii) or as Required by Law. Business Associate may disclose Protected Health Information to other business associates of Covered Entity, or to business associates of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law.

   b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of its business or to carry out its legal responsibilities.

   c. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of its business, if:

      i) the disclosures are Required by Law, or

      ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.

   d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B). Any aggregated data will be de-identified in compliance with 45 C.F.R. Section 164.502(d) before it is disclosed. Business Associate represents and warrants that it will not disclose any re-identification key or other mechanism to re-identify the data.

   e. Except as otherwise limited in the Business Associate Agreement, Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.502(j)(1).

   f. Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (1) to the Limited Data Set or (ii) if needed by Business Associate, to the minimum necessary (as determined by Business Associate) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health

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Information is allowed by the Privacy Rule. Business Associate's ability to satisfy the requirement of this Section C.2.f. by use of the Limited Data Set shall be available through the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time Business Associate will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

g. Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Section C.2.g. shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

h. Except as otherwise allowed by the Privacy Rule, Business Associate may not use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless Covered Entity receives no direct or indirect payment in exchange for making such communication and the communication is made to the Covered Individual: (i) to describe a health-related product or service (or payment for such product or service) that is provided by, or included in, the Plan, including communications about the entities participating in a health care provider network or health plan network, replacement of, or enhancements to, the Plan, and health-related products or services available only to Covered Individuals that add value to, but are not part of, the Plan; (ii) for treatment of the Covered Individual; or (iii) for case management or care coordination for the Covered Individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the Covered Individual. Notwithstanding the foregoing, Business Associate may use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service if the communication relates to a prescription drug that is currently being prescribed for a Covered Individual and any financial remuneration received by Covered Entity in exchange for making the communication is reasonably related to Covered Entity's cost of making the communication. This Section C.2.h. shall apply to disclosures of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

3. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement (Including any restrictions described in this Agreement.) or as Required by Law.

4. **Additional Obligations of Business Associate.** Except as otherwise specified in the Business Associate Agreement, the provisions of this Section IV.D. apply only to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

a. **Safeguards.** Business Associate will use appropriate safeguards to prevent the improper use of, disclosure of, and tampering with Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information.

b. **Reporting and Mitigation.** Business Associate will report to Covered Entity any acquisition, access, use or disclosure of Protected Health Information of which Business Associate becomes aware, or that is reported to Business Associate by an agent or subcontractor, that is in violation of this Agreement. Such report shall be made within ten (10) business days of its discovery (as that term is defined in 45 C.F.R.

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Section 164.410(a)(2)) by Business Associate. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an acquisition, access, use or disclosure of Unsecured Protected Health Information. The determination of whether a Breach has occurred, and of the resultant action, shall be the responsibility of Covered Entity.

c. **Agents and Subcontractors.** Business Associate will enter into a written contract with any agent or Subcontractor who creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply by and through this Agreement to Business Associate with respect to such information.

d. **Access to Protected Health Information.** Within fifteen (15) days of a request by Covered Entity for access to Protected Health Information about a Covered Individual, Business Associate shall make available to Covered Entity or, as directed by Covered Entity, a Covered Individual such Protected Health Information contained in a Designated Record Set. If the Protected Health Information requested by Covered Entity is maintained in a Designated Record Set electronically, Business Associate shall make available, within the time period specified above, a copy of such information in the electronic form and format specified by Covered Entity, provided such information is readily producible in such form and format. If the information is not readily producible in such form and format, Business Associate shall make the information available in a readable electronic form and format as agreed to by the parties. In the event any Covered Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing access to the requested Protected Health Information or making the determination to deny access to requested Protected Health Information.

e. **Amendment of Protected Health Information.** Within fifteen (15) days of receipt of a request from Covered Entity or a Covered Individual for the amendment of Protected Health Information or a record regarding a Covered Individual contained in a Designated Record Set, Business Associate shall (i) provide such information to Covered Entity for amendment, and (ii) incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. Section 164.526. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an amendment. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for determining whether the requested amendment shall be made and, if the request is denied, in whole or in part, complying with 45 C.F.R. Section 164.526.

f. **Disclosure Accounting.** Business Associate agrees to track such disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Within fifteen (15) days of receipt of notice from Covered Entity that it has received a request for an accounting of disclosures of Protected Health Information regarding a Covered Individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. Section 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Agreement and applicable law. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, Business Associate shall track other disclosures and/or make available to Covered Entity such information as is necessary for Covered Entity to comply with any additional accounting requirements effective as of the compliance date applicable under final

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regulations implementing such requirements. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing the disclosure accounting to the Covered Individual.

g. **Access to Business Associate's Internal Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or Business Associate.

h. **Electronic Transactions.** In the event the Business Associate transmits or receives any Covered Electronic Transaction on behalf of Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents and Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

5. **Obligations and Rights of Covered Entity.**

a. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.

b. **Requests by Covered Entity.** Covered Entity shall not request or direct Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as Covered Entity. To the extent a dispute or difference of opinion exists between the Business Associate and Covered Entity regarding whether a use or disclosure is permissible, Business Associate may disclose the Protected Health Information under objection pursuant to the specific, written direction of Covered Entity. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of this Agreement.

c. **Changes in Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

d. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual.

e. **Agreement Breaches by Business Associate.** If Covered Entity obtains knowledge of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity will notify Business Associate to take reasonable steps to cure such breach or end such violation. If Business Associate cannot successfully cure the breach or end the violation, Covered Entity shall terminate this Agreement in accordance with the terms of the Agreement.

D. Electronic Security Provisions

1. **Introduction.** This Article applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Article along with the other Articles of this

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Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the Business Associate may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of Covered Entity. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; (2) Business Associate can fulfill its responsibilities under HIPAA; and (3) Business Associate can fulfill its contractual obligations under the Business Associate Agreement.

2. **Obligations of Business Associate.** In accordance with the Security Rule, Business Associate agrees to:

   a. Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying a security officer and training personnel. This Section D.2.a shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.

   b. Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, maintains, receives, or transmits on behalf of Covered Entity;

   c. Report to Covered Entity any Security Incident of which Business Associate becomes aware within ten (10) business days of its discovery by the Business Associate;

   d. Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to Business Associate;

   e. Enter into a written contract with any agent or Subcontractor to whom Business Associate provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Article to Business Associate, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

3. **Obligations of Covered Entity.** Covered Entity shall not request or direct Business Associate to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

E. Breach Notification Requirements

1. **Business Associate Obligations.** If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, Business Associate shall notify Covered Entity of a Breach of such Unsecured Protected Health Information without unreasonable delay, but no later than thirty (30) days following discovery of the Breach. Such notice shall include an identification of each Covered Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach and any other available information needed by Covered Entity to enable it to comply with its notification obligations under the Privacy Rule and Security Rule. For purposes of this Article, a Breach is deemed to have been discovered by Business Associate upon the first day on which such Breach is known.

F. Term and Termination

1. **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Article.

2. **Termination.** In the event that a party (the "non-breaching party") discovers and determines that the other party (the "breaching party") materially breached or violated any of its obligations under this Agreement, the non-breaching party will notify the breaching party of such breach in writing and may immediately

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terminate the Agreement upon notice to the breaching party or may provide the breaching party with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a mutually agreed upon period of time. If the breaching party's attempts to cure the breach or end the violation are unsuccessful within that period, without limiting the rights of the parties under the Agreement, the non-breaching party may immediately terminate the Agreement upon notice to the breaching party.

3. **Effect of Relationship Termination.**

   a. Except as provided in paragraphs (b) and/or (c) of this sub-Article, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.

   b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

   c. Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, Business Associate shall return or provide to Covered Entity such information, including Protected Health Information.

G. General Provisions

1. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.

2. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and/or Business Associate to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

3. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with the Privacy Rule and the Security Rule, if applicable.

4. **Survival.** The respective rights and obligations under this Agreement shall survive the termination of this Agreement and any related agreement, including the Services Agreement to which this Business Associate Addendum is attached.

5. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights obligations, or liabilities whatsoever.

6. **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.

7. **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.

8. **Governing Law.** This Agreement shall be governed by the law of the State of Ohio, except to the extent preempted by federal law.

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9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

10. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter. Notwithstanding the foregoing, this Business Associate Addendum is intended to supplement (rather than supersede) that certain Administrative Services Agreement to which it is attached.

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AMERICAN BENEFITS GROUP

ADMINISTRATIVE SERVICES AGREEMENT

Reimbursement Accounts & HSA Service Fees				
HSA	**FSA**	**HRA**	**Commuter**	
☐	☑	☑	☐	◄ Check to confirm which plan you wish ABG to administer
				Base Fees
included	**$195**	**$195**		Setup and Annual Renewal Fee
	$195	**$195**		Plan Document Fee
				Stand-Alone Fee
$2.75	**$4.25**	**$4.00**		Monthly Stand-Alone Line of Service Per Benefits Enrolled Employee Fee
				(or a Minimum Monthly Fee of $100)

Additional Services		
	$295	Plan Document Amendment (per Amendment)
	WAIVED	Nondiscrimination Testing (two self service tests included in annual fee)
	$495	Assisted Nondiscrimination Testing (Per Test Bundle Run)
	$395	Assisted Nondiscrimination Testing (more tahn two self service tests)
		Administration of Previous Plan Year Grace / Run Out Initial here _____
		ABG Claims Connect / Flow (PEPM) Initial here _____
		Initial here _____
		Initial here _____
		Initial here _____
		Initial here _____

AMERICAN BENEFITS GROUP

ADMINISTRATIVE SERVICES AGREEMENT

COBRA Service Fees

▼ Check to confirm each service that you wish ABG to administer

☑	**Base Fees**	
	$195	Setup and Annual Renewal Fee
	included	Additional Per Plan Setup Over 5 Eligible Benefits
	$10	Takeover Setup Fee Per Active / Pending Qualifying Beneficiary (QB)
	.50	Monthly COBRA (PEPM)
	$100	Minimum Monthly Fee
	Additional Services	
☐	**$10**	Annual Open Enrollment Packages & Notificaitons for Active / Pending QBs (includes mailing)
☐	**.20**	Carrier Eligibility & Enrollment Management (includes mailing)
☐	**$3.75**	Each - One-time Blanket Mailing of the COBRA Initial Rights Notice (mailed to all benefits enrolled employees) each
☐	**Waived**	EDI File Feed Implementation Fee (one-time fee)
☐		
☐		
☐		
☐		

A 2% COBRA administration fee will be added to all COBRA member premiums and this fee will be retained by ABG

If Qualifying Events exceed 20% of the benefit enrolled population in a 12 month period, a per event fee of $15 per specific rights COBRA notice will apply.

Direct Billing Service Fees

▼ Check to confirm each service that you wish ABG to administer

☐	**Base Fees**	
	$100	Setup and Annual Renewal Fee
	$75	Additional Per Plan Setup Over 5 Eligible Benefits
	$10	Takeover Setup Fee Per Active Direct Billing Member
	$10	Monthly Per Direct Billing Member
	$50	Minimum Monthly Fee
	Additional Services	
☐	**$10**	Annual Open Enrollment Packages & Notificaitons for Direct Billing Members (includes mailing)
☐	**$25**	Eligibility Reporting Carrier Notification of Terminations and Reinstatements (per month per carrier)
☐		
☐		
☐		

AMERICAN BENEFITS GROUP

ADMINISTRATIVE SERVICES AGREEMENT

Client Information			
Client Name:	EIN/Tax ID#:	Effective Date:	
Mailing Address:	City:	State:	Zip:
Street Address:	City:	State:	Zip:
Administrative/HR Contact:	Title:		
Email:	Tel:		
Broker Agency:	Broker Contact:		
Number of Locations / States:	Number of Employees:		
Number of Benefit Eligible Employee:	Number of Active Participants:		

Billing Information			
Bill to:	Email:		
Billing Contact:	Tel:		
Bill to Address:	City	State:	Zip:

Authorization: By signing below, Client acknowledges full understanding of the terms, conditions, and information contained in this Administrative Service Agreement and the incorporated Business Associate Addendum. Client agrees to abide by said terms and conditions and pay all fees as stated herein for services rendered

ACCEPTED BY: _____ _____ _____
Printed Name / Title / Company | Signature | Date

AGREED TO BY AMERICAN BENEFITS GROUP: _____ _____
Robert L. Cummings, Managing Principal | Date

Service Fees - Fees quoted in this proposal are valid for 90 days and are guaranteed for 36 months from the effective date.

OverDrive Education

School Digital Library Participation Form
NEOnet Shared Digital Collection

School Information	
Name of Participating School/District: Wadsworth City Schools	
Address: 524 Broad Street	
City/State/Zip Code: Wadsworth, OH 44281	
Primary Contact	
Name:	Title:
Telephone:	Email:
Accounting Information	
Name:	Title:
Telephone:	Email:
Bill To Address:	
City/State/Zip Code:	
Number of Students = SDL Annual Participation Fee ($1 per student)	
Number of Students _____	

☐OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- OverDrive® products and services for schools are licensed pursuant to the OverDrive School Digital Library Access Agreement, attached hereto, the terms of which are incorporated herein.
- Each Participating School Account will be automatically enrolled with a Digital Book Account at no additional cost.
- The full Annual Participation Fee is allocated towards the selection of Digital Content and is non-refundable. The Annual Participation Fee will be invoiced upon receipt of signed Participation Form.
- Participating School Account must provide a valid purchase order or payment of the initial invoice in order to go live with the SDL Service.
- Participation in SDL Service shall be limited to schools and districts that are members of the Northeast Ohio Network for Education Technology ("NEOnet").

Acknowledgement and Acceptance:

On behalf of my Participating School or Participating School District, my signature below indicates acceptance of the OverDrive School Digital Library Access Agreement, as well as my authority to enter into a legally binding agreement.

By (signature) _____ Title _____

Name (Print) _____ Date _____

Please complete this order form and email to sales@overdrive.com or return by fax to +1 216-573-6889

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Service Features included with SDL Annual Participation Fee:

Collection

- Custom collection
  - Annual Collection Credit to select from OverDrive's "Marketplace" catalog of eBooks & audiobooks
  - Selections may be made by title or via convenient lists by grade, reading level and subject.
- Thousands of free classic eBooks

Services

- Online Learning Center with recorded presentations and promotional & educational materials
- Marketing resources and templates to promote service to faculty & students
- Maintenance, hosting & support services
- Secondary user support

Technology

- Secure website with custom collection
- OverDrive apps for, eBooks & audiobooks
- Compatibility with Kindle® (US only) and iPad®, plus all major devices

If you have any questions, please contact the OverDrive Sales team at +1 216-573-6886 or sales@overdrive.com.

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School Digital Library (Consortium) Access Agreement

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us", or "our") provides digital content, software applications, technology services and hosted websites for third parties, including entities or institutions that subscribe to OverDrive's School Digital Library service (each a "Participating School Account"). This Access Agreement ("Agreement") applies to Participating School Account's use of the OverDrive-hosted websites, applications, software, technologies and services related to the School Digital Library (collectively referred to as "SDL Service").

By accessing and/or using the OverDrive SDL Service, Participating School Account agrees to be legally bound by this Agreement, our Terms and Conditions, general Privacy Policy, Privacy Policy for Children, and the OverDrive Marketplace Local Content Terms and Conditions (if applicable) which are expressly incorporated herein by reference and made a part of this Agreement. The terms and conditions in this Agreement and all incorporated agreements, terms, and policies take precedence over any and all Participating School Account terms and conditions listed on purchase orders or other Participating School Account documents sent to OverDrive.

1. SDL Service License

1.1 OverDrive grants each Participating School Account (collectively referred to as the "Consortium") and its' authorized employees, staff, students, and other users that Participating School Account authorizes to access, use, and connect to the SDL Service (collectively "End Users") a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the SDL Service. OverDrive reserves the right to prohibit any conduct involving the SDL Service, including but not limited to Participating School Account allowing unauthorized access to the Consortium Website, that it deems to be in violation of this Agreement in its sole reasonable discretion. If OverDrive makes the determination that any prohibited conduct in violation of this Agreement has occurred, OverDrive may take all necessary remedial measures, up to and including requiring the Participating School Account to use an alternative authentication method to access the SDL Service and/or termination of this Agreement.

1.2 Participating School Account and/or End Users shall not copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the SDL Service including, but not limited to, translating or creating derivative works of any portion of the SDL Service without the prior written consent of OverDrive and/or its suppliers.

2. Digital Content License

2.1 OverDrive grants Participating School Account and its' End Users a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive's suppliers ("Digital Content") for personal, non-commercial use.

2.2 End Users and/or Consortium may access and/or download the Digital Content:

(a) On school-issued devices or school computers with exclusive and individual unique user accounts. This restriction is not applicable End Users and/or Participating School Accounts while accessing the K5 Quickstart package;

(b) On school-issued, shared devices that are issued to students under a one-to-one device program where each device is assigned to or borrowed by a single student at a time;

(c) On school-issued devices which are circulated in accordance with the OverDrive Test Drive program;

(d) On End User personal devices directly;

(e) On shared school, classroom or media center computers which employ an application that restores the computer to its original configuration after use by an individual student (e.g. Deep Freeze, Windows SteadyState, or other similar application). This restriction is not applicable End Users and/or Participating School Accounts while accessing the K5 Quickstart package; or

(f) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction, which may include projecting Digital Content on a classroom whiteboard, Smart Board, or other similar technology, or listening and/or watching Digital Content in the classroom.

2.3 Participating School Account shall not access or download Digital Content on any school media center, classroom computer, library device or any other school-issued device that multiple End Users may access under a single log-in or account unless the computer or device is restored to its original configuration after each use or the device is circulated in accordance with the OverDrive Test Drive program. This restriction is not applicable End Users and/or Participating School Accounts accessing the K5 Quickstart package.

2.4 Participating School Account and/or End Users may copy, transfer and burn the Digital Content only for personal, non-commercial use where permitted. OverDrive reserves the right to prohibit any conduct involving Digital Content that it deems in violation of this Agreement in its sole reasonable discretion.

2.5 Unless otherwise permitted, Participating School Account and/or End Users shall not redistribute, repackage, transmit, assign, sell, broadcast, publicly display, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license and/or otherwise transfer or misuse the Digital Content. All rights, title, and interest in the Digital Content are reserved by its owners and Participating School Account and/or End Users do not acquire any ownership rights in the Digital Content as a result of downloading and/or accessing the Digital Content.

2.6 The license granted to Participating School Account and/or End Users to use the Digital Content is for a one-time, limited right to borrow and/or access the Digital Content for a specific, Consortium-designated, limited duration ("Lending Period"). End Users agree and acknowledge that at the end of the Lending Period all rights to access the Digital Content expire and terminate. At the end of the Lending Period, End Users shall delete and/or destroy any and all copies of the Digital Content, including any copies that may have been transferred to, or created on portable devices, storage media, removable drives, CDs, and/or DVDs. In the event Participating School Account, OverDrive, or a rights holder determine End Users of the SDL Service are violating the terms of this Agreement, Participating School Account and/or OverDrive reserves the right to suspend or terminate End Users' ability to use the SDL Service and/or to borrow Digital Content.

3. OverDrive SDL Service

3.1 OverDrive shall create and host a single website for Consortium and End Users' use of the SDL Service ("Consortium Website"). If a Participating School Account is utilizing the K5 Quickstart package for multiple school buildings within its' district, each individual school building that orders the K5 Quickstart package shall be required to establish its own authentication method for access to the platform

(e.g. separate single-sign on passwords). Participating School Accounts shall implement and maintain commercially reasonable measures to ensure that only authorized End Users have access to the SDL Service, Digital Content, and/or K5 Quickstart package (if applicable).

3.2 OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the SDL Service to improve the quality of the SDL Service, in OverDrive's sole reasonable discretion. OverDrive has the right, at any time, to discontinue distribution of any or all components of the SDL Service or Digital Content, to add and/or remove supported services or Digital Content from the SDL Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.

3.3 OverDrive shall create an administrative account in OverDrive's content selection platform, OverDrive Marketplace, for each Participating School Account to select Digital Content to make available at the Consortium Website to End Users and to access reports. The grant for access to the administrative account is non-transferable. Login credentials to the administrative account are confidential and may not be disclosed to any third party. Participating School Accounts shall maintain the confidentiality of the administrative account and login credentials. Participating School Accounts shall implement and maintain reasonable measures to ensure that only authorized End Users have access to the administrative account in the SDL Service.

3.4 OverDrive, with approval by the Participating School Account, may purchase Digital Content on the Participating School Account's behalf to make available at the Consortium Website. Any such purchases shall only be made with Participating School Account's Annual Participation Fee.

3.5 In each Participating School Account's discretion, it may purchase Digital Content to make available to their designated End Users only ("Digital Book Account") by executing the then-current Digital Book Account Enrollment Form. Purchases for Digital Book Accounts cannot be made utilizing a Participating School Account's Annual Participation Fee. Digital Book Accounts are subject to the terms and conditions of the OverDrive Digital Book Account Enrollment Form.

3.6 The SDL Service and/or Digital Content may require the use of third party applications or services that are subject to their own, separate license agreements and/or terms and conditions not under OverDrive's control. OverDrive expressly disclaims any and all risks and liabilities associated with the use of any such third party offerings.

3.7 Any current OverDrive School Digital Library customer shall not be eligible to join the Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new entities that seek to join Consortium and to determine the terms and conditions for such Consortium membership.

4. Third Party Content

OverDrive is a distributor of Digital Content supplied by third parties, including publishers and others. Accordingly, any opinions, advice, statements, offers, services, or other information or content expressed by third parties are those of the respective author(s) and not OverDrive. OverDrive neither endorses nor is responsible for the accuracy or reliability of information in the SDL Service or Digital Content made by anyone other than authorized OverDrive employee spokespersons acting in their official capacities.

5. Technical Support Services

5.1 Participating School Account agrees to perform primary support services to its End Users, including day-to-day help, support, technical aid, and other assistance for End User's use of its SDL Service or for any issues arising from the use of the SDL Service ("Primary Support"). Participating School Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the SDL Service and to provide Primary Support.

5.2 Participating School Account shall perform requested installation, upgrades, and reasonable technical services for Primary Support of the SDL Service pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive shall provide Participating School Account with documentation regarding Primary Support.

5.3 OverDrive shall provide Secondary Support to Participating School Account. "Secondary Support" shall consist of technical support services by email and phone in the English language to Participating School Account, including reasonable efforts to assist School Account in providing Primary Support. OverDrive shall provide such Secondary Support by email and phone during its normal business hours of Monday - Friday 8:30 AM to 5:30 PM United States Eastern Time.

5.4 OverDrive shall use reasonable efforts to make the SDL Service perform substantially in accordance with the product description, as it may exist from time to time. However, Participating School Account acknowledges that inevitably some errors may exist in the SDL Service, and the presence of such errors shall not be a breach of this Agreement. OverDrive's sole obligation with regard to such errors shall be to use commercially reasonable efforts to correct such errors and provide Secondary Support as stated in this Agreement.

6. Privacy

OverDrive respects the privacy of its visitors, and is especially mindful of protecting the privacy of children under the age of 13 years old who utilize the SDL Service. For more information on OverDrive's privacy policies, please see our general Privacy Policy and our Privacy Policy for Children.

7. Compliance with Copyright Protection Technologies and Data Security

7.1 Participating School Account shall respect the Digital Rights Management (DRM) settings on the Digital Content as designated by publishers that may restrict burning, copying, sharing and/or printing of the materials. In the event OverDrive learns of attempts to circumvent such DRM protections either by a Participating School Account or End Users, OverDrive may, in its sole discretion, temporarily suspend and/or permanently terminate End User's and/or Participating School Account's access to the SDL Service and/or Digital Content.

7.2 Participating School Account shall take reasonable steps to prevent unwarranted intrusion into data managed or maintained by OverDrive that is acquired in the course of the operation of the SDL Service. This includes reasonable steps to protect its password and access to the administrative account for management of the SDL Service.

8. Copyright, Trademark, and Intellectual Property Ownership

8.1 The laws of copyright protect the Digital Content that is made available through the SDL Service and associated OverDrive services. Copyrights in the Digital Content are held by their respective owners. The Digital Content embodies the intellectual property of a third party and is protected by law.

8.2 The Digital Content and any other copyrighted material shall not be modified, copied, distributed, repackaged, shared, displayed, revealed, extracted, emailed, transmitted, sold or otherwise transferred, conveyed or used, in a manner inconsistent with this Agreement or the rights of the copyright owner. Participating School Account and/or End User shall not redistribute, repackage, transmit, assign, sell, broadcast, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license or otherwise transfer the Digital Content. Participating School Account and/or End User are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution rights for the Digital Content.

8.3 The trademarks, logos, and service marks displayed in Participating School Account's SDL Service are owned by OverDrive or third parties, and the SDL Service's trade dress is owned by OverDrive (collectively, "Trademarks"). All Trademarks not owned by OverDrive are the property of their respective owners, and are used with permission. Nothing contained in the SDL Service may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademarks.

8.4 During the Agreement Term and any renewal periods, Participating School Account will reasonably cooperate with OverDrive to achieve OverDrive's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Content and products.

9. Notices of Claimed Copyright Infringement

OverDrive has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with the SDL Service.

Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: General Counsel, OverDrive, Inc., One OverDrive Way, Cleveland, OH 44125; phone: 216-573-6886; fax: 216-573-6888.

In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512. For more information, please refer to OverDrive's Digital Millennium Copyright Act Policy.

10. Term, Termination and Payment

10.1 Unless otherwise agreed, the term for each Participating School Account's access to the SDL Service shall be for a period of twelve (12) consecutive months starting upon Participating School Account's live integration in the Consortium Website.

10.2 Participating School Account obtains certain rights and access to use the Digital Content and SDL Service for the term of its agreement with OverDrive. At the end of such term, all the licenses granted to Participating School Account shall be terminated immediately, including Participating School Account's access to the SDL Service and any and all Digital Content. If a Participating School Account withdraws from SDL Service, all Digital Content purchased for the Consortium Website with the Participating School Account's monetary and in-kind contributions shall remain with the Consortium.

10.3 All payments are due to OverDrive within thirty (30) days of receipt of invoice. OverDrive, in its sole discretion, may require payment by Participating School Account before OverDrive will set the Participating School Account live with the Consortium Website. In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, Participating School Account shall remedy the breach within thirty (30) days upon receipt of written notice from OverDrive. If a Participating School Account fails to remedy such a breach within the period of thirty (30) days, OverDrive may, in its sole discretion, terminate the Agreement with the Participating School Account

upon written notice to Participating School Account and/or temporarily or permanently suspend Participating School Account's access to the SDL Service.

10.4 This Agreement is a commitment of the current revenues of the Participating School Account and its governing body. If Participating School Account's school board or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Participating School Account shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Participating School Account's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive SDL Service provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Participating School Account's Agreement and all SDL Services thereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

11. General Provisions

11.1 This Agreement shall be governed by the laws of the State of Ohio, United States of America without regard to any conflict of laws principles. Any dispute regarding this Agreement or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in the State of Ohio, USA, and the local laws of Ohio will apply to any such action related to the above without regard to any conflicts of laws principles. Both parties submit to venue and jurisdiction in these courts.

11.2 OverDrive may assign this Agreement. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this Agreement shall be binding upon the purchaser. This Agreement may not be assigned by a Participating School Account nor any duty hereunder be delegated by Participating School Account without the prior written consent of OverDrive which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

11.3 Neither OverDrive nor its licensors shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

11.4 In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

11.5 This Agreement, and all incorporated documents herein, constitutes the entire Agreement and understanding of the parties.

Terms & Conditions

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us", or "our") provides digital content, applications, technology, services, and hosted websites to third parties. These Terms and Conditions ('Terms") apply to your use of all OverDrive-hosted websites, software, technologies, services, support services, applications including Libby and the OverDrive app, and OverDrive accounts (collectively referred to as "Services").

By accessing and/or using the Services, you agree to be legally bound by the Terms, and our Privacy Policy, which is expressly incorporated herein by reference.

We will continue to evaluate the Terms against new technologies, business practices, and our users' needs and may make changes to the Terms accordingly. Please check these Terms periodically for updates. You acknowledge that your continued use of the Services after the posting of any changes to these Terms means that you agree to be bound by such changes.

Service License

OverDrive grants you a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the Services. OverDrive reserves the right to prohibit any conduct involving the Services that it deems to be in violation of these Terms, in its sole reasonable discretion. If you are creating an OverDrive account, you affirm that you are at least 13 years of age and acknowledge that an OverDrive account is not intended for creation and use by individuals under 13 years of age.

You shall not:

1. provide inaccurate information to OverDrive to gain access to the Services;
2. copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the

Services including, but not limited to, translating or creating derivative works, under any circumstances;
3. use the Services, or the contents thereof, for any commercial or illegal purpose;
4. collect and/or use any product listings, descriptions, or prices, or partake in any derivative use of the Services, or the contents thereof, for independent use;
5. frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of OverDrive or its suppliers;
6. use any meta tags or any other "hidden text" utilizing OverDrive or its suppliers' names or trademarks;
7. use the Services in a manner that impacts the stability of OverDrive's servers and/or impacts the behavior of other mobile applications, software, applications and/or websites using the Services, such as by using data mining, robots, scraping, or similar data gathering and extraction tools on or within the Services; and/or
8. use the Services in any manner or for any purpose that may knowingly violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in OverDrive's sole discretion) to OverDrive, its providers, its suppliers, and end users of the Services.

You are granted a limited, revocable, non-exclusive, non-transferable right to create a hyperlink to the Services so long as the link does not portray OverDrive, our suppliers, or our products or services in a false, misleading, derogatory or otherwise offensive manner. You shall not use any OverDrive logo or other graphic or trademark as part of the link without prior written permission from OverDrive.

Violation of any of the above restrictions may result in a termination of your ability to access the Services. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

Software Use

To access the OverDrive Services, you may download proprietary software from OverDrive, use OverDrive's browser-based reader called "OverDrive Read", or use OverDrive's streaming audiobook platform (collectively referred to as "Software").

Use of the Software is governed by the terms of an end user license agreement ("EULA"), which is expressly included in these Terms. An end user must agree to the EULA, which accompanies or is included with the Software, to install and/or access any Software. The Software is made available for download or access solely for use by end users according to the EULA.

You shall not:

1. copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the Software including, but not limited to, translating or creating derivative works, under any circumstances;
2. separate the Software into its component parts for independent use;
3. remove any proprietary notices and/or labels on or in the Software;
4. use the Software to develop any like software or other technology having the same primary function as the Software, including but not limited to using the Software in any development or test procedure that seeks to develop like software or other technology;
5. use the Software for any commercial or illegal purpose; and/or
6. use, download and/or install the Software on public Internet terminals, shared devices, and/or public computers unless specified as a permitted use in the relevant Software EULA, e.g. using OverDrive Read.

Violation of any of the above restrictions may result in a termination of your ability to access the Software. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

Digital Content License

OverDrive grants you a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive's suppliers ("Content") for your personal, non-commercial use, subject to and in accordance with the terms of the applicable EULA and these Terms. Where permitted, you may copy, transfer and burn the Content only for your personal, non-commercial use.

You shall not:

1. redistribute, repackage, transmit, assign, sell, broadcast, publicly display, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license and/or otherwise transfer or misuse the Content;
2. use the Content for synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution;
3. infringe the rights of the Content's copyright owners; and/or
4. use the Software or any other means to download and/or save Content on public Internet terminals, shared devices, and/or public computers unless specified as a permitted use in the relevant Software EULA and only if permitted by Content suppliers, e.g. using OverDrive Read.

Violation of any of the above restrictions may result in a termination of your ability to access the Content. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

Embedding Digital Content Samples

You may use and display on your website the OverDrive supplied digital content samples ("Samples") where an embeddable code ("Embed Code") is provided by OverDrive. By using the Embed Code to display Samples on your website ("Your Site") You agree to be bound by these Terms. If you do not agree to these Terms, you should not use the Embed Code.

OverDrive grants you a limited, revocable, non-exclusive, non-transferable license to use the Embed Code to display Samples on Your Site. You may not access the Samples through any technology or means other than the Embed Code provided by OverDrive. You may not edit, alter or modify the text of the Samples in any way. You may not modify, build upon, block or redirect any portion or functionality of the Embed Code or the Sample, including but not limited to any links back to an OverDrive website. You may not copy, re-publish, resell, reverse engineer, or use the Embed Code or Samples in any way other than as described in these Terms.

You may not use the Embed Code on any websites that:

1. Contain pornography and sexually explicit content;
2. Contain offensive text or images;
3. Are hate sites (on grounds of race, religion, gender, disability, age or sexual orientation);
4. Contain gratuitous violence; or
5. Condone or encourage unlawful acts.

Any of the above websites will constitute an "Excluded Website".

The Embed Code and Samples are for your personal use only and cannot be used in any commercial way. You may not charge visitors to Your Site any fee for accessing the Samples, use the Samples as means to secure advertising, or commercialize the Samples or Embed Code in any way.

You may not directly or indirectly suggest any endorsement or approval by OverDrive of Your Site or any product, service, content or any views expressed within Your Site without OverDrive's prior written approval. You may not use the Embed Code or Samples in any way that could bring OverDrive into disrepute or otherwise cause any loss or damage to OverDrive.

OverDrive may restrict, suspend or terminate your access to the Embed Code at any time in its sole discretion.

You warrant that: (i) you have fully complied with, and shall continue to comply fully with, all applicable laws and regulations; and (ii) Your Site is not an Excluded Website.

The Embed Code and Samples are made available by OverDrive on an "as is" basis and OverDrive makes no warranty of any kind in relation to the Embed Code or Samples. OverDrive makes no warranty that the Embed Code is error or virus free, and your use of the Embed Code is at your own discretion and risk.

Security, Cracking and Hacking

You shall not violate or attempt to violate the security of the Services, Software, and/or Content.

Accordingly, you shall not:

1. access data or materials not intended for you;
2. log into a server or account which you are not authorized to access;
3. attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; and/or
4. attempt to circumvent a technological measure that effectively controls access to a work protected under the Digital Millennium Copyright Act.
5. share information regarding your OverDrive account, including your credentials and/or other information stored on your OverDrive account with any other third-party; and/or
6. activate and sync your OverDrive account across more than the permitted number of devices.

Violations of system or network security may result in civil or criminal liability. OverDrive reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting end users who have participated in such violations.

You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation which may be transferred to your computer via the Services, Software, and/or Content.

No Other License

Except as expressly stated herein, no other rights or licenses are granted hereunder.

Copyright, Trademark and Intellectual Property

The laws of copyright protect the Content that is made available through the Software and associated Services. Copyrights in the Content are held by their respective owners. The Content embodies the intellectual property of a third party and is protected by law. You shall use the Content only for your personal, non-commercial use and may copy-and-paste, transfer, and burn the Content solely for your personal, non-commercial use only where permitted by the copyright owner.

The Content and any other copyrighted material shall not be modified, copied, distributed, repackaged, shared, displayed, revealed, extracted, emailed, transmitted, sold or otherwise transferred, conveyed or used, in a manner inconsistent with your agreement with OverDrive, or rights of the copyright owner. You shall not redistribute, repackage, transmit, assign, sell, broadcast, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license or otherwise transfer the Content. You are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution rights for the Content. You shall not download and/or save Content on public Internet terminals, shared devices, and/or public computers without prior written permission from OverDrive.

For Content downloaded or accessed from a library service, at the end of the lending period, your license to the Content terminates, and you may no longer use or access the Content. At the end of the lending period,

you shall delete and/or destroy any and all copies of the Content. In the event OverDrive, the library or other rights holders determines you are violating permitted uses of the Content, we reserve the right to suspend or terminate your ability to use or access a Service or the Content.

OverDrive, Inc., www.overdrive.com, and the Services and/or Software are either registered trademarks, trademarks, trade names, service marks, or otherwise protected property of OverDrive and may not be used, copied or imitated without prior written permission from OverDrive. The compilation of the Content in the Services is the exclusive property of OverDrive or its licensors, and is protected by U.S. and International copyright law.

No Endorsement

OverDrive may email you about authors, digital content titles, services, special offers, and other information you elect to receive from OverDrive. No association with nor endorsement of any third-party digital content, websites, products, and/or services is intended or implied by OverDrive emailing you such information. You may opt out of these communications at any time by changing your OverDrive account preferences.

Termination of Access

OverDrive reserves the right to modify, suspend or discontinue the Services (or any part thereof), Software, or any Content (or any part thereof) at any time with or without notice to you. OverDrive shall not be liable to you or any third party should we exercise such right.

Digital Millennium Copyright Act

OverDrive respects the intellectual property of others. If you believe that your copyrighted materials have been copied in a way that constitutes copyright infringement, please follow the procedure set forth in our Digital Millennium Copyright Act Notice Policy, which is expressly incorporated herein by reference and made a part of these Terms.

Compliance with Law and Disputes

The Services and Software are owned by OverDrive, Inc. Visitors who choose use our Services and Software from other jurisdictions do so on their own initiative. Those visitors are solely responsible for compliance with all laws, rules, and regulations, federal, state, local or foreign, applicable to the use of this website and information, content, material and services contained herein.

These Terms shall be governed by the laws of the State of Ohio, without regard to any conflict of laws principles. Any dispute regarding these Terms or the relationship that has been established by these Terms shall be brought in the state or federal courts residing in the State of Ohio, United States of America, and the local laws of Ohio will apply to any such action related to the above without regard to any conflicts of laws principles. Both parties submit to venue and jurisdiction in these courts.

Attributions

Maps and Map Data. OverDrive uses Mapbox for our beautiful maps. Street and geographic feature data comes from OpenStreetMap, and you can contribute your local expertise.

All library location data comes from our library partners. If you work for or manage a library that has incorrect data on this map – including position, street address or branch name – or you would like to add or update social media details or library website links, you can log into Marketplace to update it, or contact an OverDrive Account Specialist.

Geographic Data. Geographic data includes GeoLite data created by MaxMind, available from http://www.maxmind.com.

Contact OverDrive

All questions concerning these Terms, Services, Software and/or Content shall be directed to: OverDrive, Inc. One OverDrive Way, Cleveland, Ohio 44125 USA. Attention: General Counsel.

These Terms are effective as of May 2017.

OverDrive Privacy Policy

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us" or "our") provides digital content, applications, technology, services, and hosted websites to third parties. This Privacy Policy discloses the privacy practices for all OverDrive-hosted websites, software, technologies, services, support services, applications including Libby, Sora, and the OverDrive app, and OverDrive accounts (collectively referred to as "Services").

OverDrive respects your privacy. The purpose of this Privacy Policy is to make you aware of how OverDrive collects, manages, protects, uses, and/or shares information and what choices are available to you regarding the collection, use and distribution of your Personal Information and non-personally identifiable information ("non-PII").

Many users under the age of 13 enjoy using the Services. To see OverDrive's policy regarding the collection of information from children who are under 13 years old, please click here for OverDrive's Privacy Policy for Children.

What is Personal Information and non-PII?

Generally, "Personal Information" is information that can be used on its own to identify a specific person. For example, Personal Information can be a full name, home address, email address, phone number, or login details. In most cases, non-personally identifiable information or "non-PII" is data that cannot be used on its own to identify a specific person. For example, in the context of the Services, non-PII can be language preference, bookmarks, or highlights.

Non-PII is treated by OverDrive as Personal Information when it's collected on an individual level *and* linked to any Personal Information that you have chosen to submit to OverDrive or that OverDrive may have collected from your interactions with the Services.

What information do I need to submit to OverDrive in order to use the Services?

You can use most Services without submitting much information to OverDrive. A valid library card or school ID is all you need to use most Services.

An OverDrive account is not required to use most Services, including Sora. In using the library Services, if you choose to create an OverDrive account, you will be required to submit Personal Information to OverDrive. Please click here to visit the section of this Privacy Policy that applies specifically to your OverDrive account.

As part of your interaction with the library Services, you may willingly submit your Personal Information in order to access certain features, such as submitting your email address in order to place a hold on a digital content title.

What information does OverDrive collect?

In addition to information that you may willingly submit to OverDrive, such as your library card number, school ID number, and/or email address, OverDrive may collect and store certain Personal Information and non-PII related to your interactions and use of our Services, including but not limited to, IP address, device type, device ID, operating system, library card number, Adobe ID, library name, lending history, holds, reading progress, bookmarks, highlights, notes, and online activity.

Some Services provide the ability for you to see your lending history. If you are using your institution's OverDrive-hosted website, Libby, or the OverDrive app, you will have the option to show your lending history. You can hide your lending history by following the instructions within the app or help articles. Your lending history is protected by OverDrive as confidential. It is not shared with any third parties, except to staff with appropriate authority acting within the scope of their duties for the administration of your institution (library, school, etc.). If we are compelled to disclose your lending history pursuant to a court order or subpoena, or to a person or agency with the relevant administrative or legislative investigative power, we will seek to challenge and limit the

scope and comply with the authorized agency or person only as required by law.

How does OverDrive protect my information?

OverDrive takes information security very seriously. We have implemented measures to protect against the loss, misuse, and alteration of your information. Your information is protected by physical, electronic, and procedural safeguards to prevent unauthorized disclosure. We encrypt the transmission of information using secure sockets layer (SSL) technology. We use computer safeguards such as firewalls and data encryption and physical access controls to our buildings and files. We authorize access to Personal Information only for those employees who require it to fulfill their job responsibilities.

How does OverDrive use information?

We collect information from you in order to:

- Comply with the requirements of our publisher, library, and retail partners;
- Alert you of opportunities to renew loans, return loans, checkout digital content on which you've placed a hold, and cancel holds;
- Provide recommendations for digital content we think you may enjoy;
- Notify you of opportunities to provide feedback for OverDrive's Services;
- Sync bookmarks and most recent point viewed/played across devices;
- Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;
- Integrate with additional service providers for use of the Services;

- If you have the Location permission enabled while using Libby, we determine your geographic location using GPS coordinates so that we may provide localized language and content;
- Sora determines your geographic location using IP address so we may help you find local schools and/or libraries;
- Personalize our Services to better reflect particular interests and preferences and in certain instances for remarketing; and
- Generally improve your experience.

OverDrive never sells your Personal Information or non-PII. OverDrive will not use your information for any purposes other than the specified use.

Email addresses submitted to OverDrive for holds notifications are stored by OverDrive so you can place future holds in a quicker, more convenient manner. OverDrive will not use your email address to send you any marketing or promotional communications without your opt-in consent.

We may anonymize certain Personal Information and share it in an aggregated form with third parties in order to analyze Service usage, improve the Service, or for other similar purposes. Such information is anonymous and cannot be used to identify you. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy.

We may also use third parties to process information you willingly submit to OverDrive, such as Alchemer (fka SurveyGizmo, https://www.alchemer.com/) for product and experience surveys, OnceHub (https://www.oncehub.com/) for meeting scheduling, and Salesforce (https://www.salesforce.com/) for customer administration and support.

Third parties may utilize OverDrive's APIs to integrate their application(s) with OverDrive- hosted digital content collections to promote the discovery and circulation of digital content. OverDrive APIs may use Google Analytics (https://analytics.google.com) to track anonymous usage data for research and analytics purposes.

How long is information retained by OverDrive?

We retain information for as long as OverDrive deems necessary to provide the Services or as otherwise permitted by applicable law. Information about users of school Services is only retained by OverDrive for the time period necessary to support the authorized school or educational purposes.

Does OverDrive use cookies and similar technologies?

Yes, we use cookies and similar technologies to collect and store certain information when you use, access, or interact with the Services. Cookies are small data file identifiers that are transferred to your device or web browser that allow us to recognize your device or web browser when you visit or use the Service. We use cookies for many purposes, such as to support the internal operations of the Services and make improvements to the Services. To read more about cookies and similar technologies, please visit our Cookie Policy.

What if I share Information with others while using the Services?

While using our library Services, you may enjoy opportunities to post reviews, rate digital content, and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, and Goodreads. When you share such information, it is made public and is not subject to this Privacy Policy. We are not responsible for any third party's use of information you publicly display or disclose through our Services.

The ability to post reviews, ratings, and connect to social media to share digital content information is not a supported function of school Services, such as Sora.

What happens when I visit an external website not hosted by OverDrive?

In using the library Services, you may choose to access to other online digital content services, such as learning platforms and video catalogs, that are provided by a third party and are outside the control of OverDrive. You will leave the OverDrive library service when you access such third party digital content services. OverDrive sends minimal, anonymized information to the third party service so they can authorize you as a valid library patron. You may be required by the third party service to create an account. Any information you submit to the third party is not shared with OverDrive. You may also have the opportunity to opt-in to receive marketing or promotional emails from the third party. Any such marketing or promotional emails are not controlled by OverDrive. These third party digital content services have separate and independent privacy statements, notices, and terms of use, which we recommend you read carefully.

Is my information transmitted to other countries?

Given that the Internet is a global environment, using the Internet to collect and process information necessarily involves the transmission of data on an international basis. Therefore, by using the Services, you acknowledge and consent to the transfer of your information outside your country of residence to any country where we have facilities or engage third parties (including but not limited to, payment processors, cloud service or other Information Technology providers, and other companies that provide services to us). If you are visiting the Services from the EU, please click here to visit the section of this Privacy Policy that applies to transfers from the EU to the US. You understand that the countries to which we may transfer information may not have as comprehensive a level of data protection as in your country. OverDrive requires that third parties (if any), such as cloud service providers, with whom information about users of school Services is shared are obligated to safeguard such information using policies and procedures that are consistent with this Privacy Policy and must only use the information in order to perform the authorized school or educational purpose for which it was provided.

What if I contact OverDrive for a support issue?

If you contact OverDrive directly for assistance resolving an issue with the Services, it may be necessary for OverDrive to use support tools to resolve your issue. For a limited number of issues, these tools may provide OverDrive support personnel with visibility of your borrowing information while your support case is being resolved.

What is required to create an OverDrive account?

Your name, email address, and password are required to create an OverDrive account. By creating and using an OverDrive account and/or otherwise consenting to the sharing of information with us, you authorize OverDrive to collect and retain the Personal Information submitted by you. You also affirm that you are at least 13 years of age and acknowledge that an OverDrive account is not intended for use by individuals under 13 years of age. You may not share your information regarding your OverDrive account, including but not limited to your login credentials such as your password.

OverDrive accounts are intended for patrons using their public library. An OverDrive account is not required to use school Services, such as Sora. OverDrive accounts are separate and distinct from any sign-up or authentication required for Sora.

How can I change my preferences?

You can change your preferences for receiving newsletters, promotional offers, product updates and other OverDrive-initiated communications by emailing privacy@overdrive.com.

What is OverDrive's Instant Digital Card service?

OverDrive's Instant Digital Card online service ("IDC") helps users obtain access to the library's OverDrive digital collection. Only authorized patrons of the library are permitted to access and checkout digital content from the library's digital collection.

You must be at least 13 years old to use IDC.

For users of libraries located in the U.S.:

If your library is located in the U.S. and you use IDC, you will be asked to submit your name, mobile phone number, and email address to OverDrive. Only U.S. mobile phone numbers are eligible for use with IDC. Your name and mobile phone number will be used to confirm your mobile phone number is associated with you and to verify that you have an address in your library's service area. U.S. libraries that participate in IDC provide OverDrive with the zip codes that comprise their service area. Submitting your name, mobile phone number, and email address to IDC confirms your consent to this Privacy Policy and OverDrive's Terms and Conditions.

To verify that your address is in your library's service area, OverDrive will share your name and mobile phone number with a third-party verification service, Cognito. Cognito will use your name and mobile phone number to return an address, if any, to OverDrive.

Cognito does not use your name or mobile phone number for marketing or sales purposes, nor do they share your name or mobile phone number with third parties for marketing or sales purposes.

OverDrive will send a text message to the mobile phone number you provide (standard text message rates apply) to verify the mobile phone number's association with you.

If you are validated as having a residential address within your library's service area, your mobile phone number will serve as your digital library card and you will be able to access and checkout digital content from your library's OverDrive digital collection. Your name, mobile phone number, and address are stored by OverDrive for the purpose of authenticating your checkouts from the library's OverDrive digital collection. Unless otherwise permitted through your opt-in consent to receive marketing communications, OverDrive does not use your name or mobile phone number for marketing or sales purposes, nor do we share your name or mobile phone number with third parties for marketing or sales purposes.

In addition to obtaining checkout privileges to your library's digital collection, you may also be eligible for a library card for access to your library's additional resources (e.g., physical book and media borrowing). Through the validation process, OverDrive will store your address for the purpose of providing your name, address, mobile phone number, and email address (if provided by you) to your library, where you may be eligible for a library card for access to additional library resources. Your use of IDC confirms your consent to OverDrive providing your name, address, mobile phone number, and email address (if provided by you) with your library, and confirms your consent to be contacted by your library, if necessary.

If you have questions or concerns regarding IDC, please contact OverDrive at privacy@overdrive.com.

For users of libraries located outside of the U.S.:

If your library is located outside of the U.S. and you use IDC, you will be asked to submit your name, mobile phone number, and a country code or campaign code ("Code"). The Code you submit will be used to verify that you have a valid Code to be granted access to your library's OverDrive digital collection. Submitting a Code to IDC confirms your consent to this Privacy Policy and OverDrive's Terms and Conditions.

If your Code is validated by IDC, your mobile phone number will serve as your digital library card and you will be able to access and checkout digital content from your library's OverDrive digital collection. Your name and mobile phone number are stored by OverDrive for the purpose of authenticating your checkouts from the library's OverDrive digital collection. Unless otherwise permitted through your opt-in consent to receive marketing communications, OverDrive does not use your name or mobile phone number for marketing or sales purposes, nor do we share your name or mobile phone number with third parties for marketing or sales purposes.

In addition to obtaining checkout privileges to your library's digital collection, you may also be eligible for a library card for access to your library's additional resources (e.g., physical book and media borrowing).

OverDrive may provide your name, mobile phone number, and email address (if provided by you) to your library, where you may be eligible for a library card for access to additional library resources. Your use of IDC confirms your consent to OverDrive providing your name, mobile phone number, and email address (if provided by you) with your library, and confirms your consent to be contacted by your library, if necessary.

If you have questions or concerns regarding IDC, please contact OverDrive at privacy@overdrive.com.

Rights applicable to users located in the EU

Data Transfer. OverDrive has adopted Standard Contractual Clauses (SCCs) to safeguard international data transfers, including transfers of Personal Information from the EU, Switzerland, and the UK, to the US.

Legal basis for processing your Personal Information. If you are visiting a Service from the EU, we must have a legal basis to process your Personal Information. There are different legal bases on which we rely to process your Personal Information, namely:

Performance of a contract. The use of your Personal Information may be necessary to perform the specified function for which you submit your Personal Information, and/or perform other contractual obligations and policies under which we provide our Services to you;

Consent. We will rely on your consent to use your information for direct marketing purposes. You may withdraw your consent at any time by contacting us using the information at the end of this Privacy Policy or by following an unsubscribe link in any marketing communication you receive from us; and

Legitimate interests. We use your Personal Information for our legitimate interests to improve our Services, for internal administration, and security purposes. In such circumstances, it is important for us to ensure that your data protection interests or fundamental rights and freedoms are not overridden by our legitimate interests.

Your choices under EU law. If you are visiting from the EU, you may email privacy@overdrive.com or visit the Data Request center to ask us to:

- See what Personal Information we hold about you
- Modify or correct the Personal Information we hold about you
- Object to our use of your Personal Information
- Erase your Personal Information
- Receive/Port your Personal Information in a usable electronic format

If contacting us does not resolve your issue, you have the right to make a complaint to your data protection authority (if one exists in your country).

If you are not subject to EU law, these rights do not apply to you.

Rights applicable to California residents

As explained in this Privacy Policy, OverDrive may collect certain information related to your interactions and use of our Services.

Information we collect directly from you. Depending on your use of the Services, the categories of information we may collect directly from you include the following:

- Identifiers, such as your name, email address, library card number, and phone number (only for users of IDC);

We may also collect information you provide in your communications to us, such as when you respond to polls or surveys, or contact us with a question, comment, or request.

Information we automatically collect from you. As you interact with the Services, we may also collect information about you automatically though the use of cookies and similar technologies. Depending on your use of the Services, the categories of information we automatically collect from you may include the following:

- Identifiers, such as IP Address, Adobe ID, Cookie ID, and device ID.
- Internet or other electronic network activity information, such as device type, operating system, browsing history on OverDrive-hosted webpages, and information related to your interaction with the Services, such as lending history, holds, and reading progress.

If you do not want OverDrive-hosted websites to collect information through the use of cookies, you can set your web browser to block cookies. Additionally, you can manage your cookie preferences through the "Cookie Settings" link located within the Service. Please see our Cookie Policy for more information.

Information selling, sharing, and disclosing. OverDrive does not sell your information. OverDrive does not share your information with third parties for money or other valuable consideration. OverDrive may disclose your information to service providers solely for business purposes. These service providers support the internal operations of the Services, assist OverDrive in providing you access to the Services, and assist OverDrive in monitoring, analyzing, and optimizing the Services. The following categories of information may be disclosed to service providers for business purposes: identifiers and internet or other electronic network activity information.

Your rights under applicable law. If you are a California resident, you or your authorized agent may email privacy@overdrive.com, call toll-free 866-269-5794, or visit the Data Request center to ask us to:

- See what Personal Information we hold about you
- Modify or correct the Personal Information we hold about you
- Delete your Personal Information
- Receive/Port your Personal Information in a usable electronic format

Users may freely exercise these rights without fear of being denied the Services.

Changes to this Privacy Policy

This Privacy Policy was last updated in **July 2021**. We will continue to evaluate this Privacy Policy against new technologies, business practices, and our users' needs, and may make changes to the Privacy Policy accordingly.

In the event of a change of control (i.e. sale of sale or merger of OverDrive, Inc.) the successor entity will be subject to these same privacy commitments.

If we make material changes this Privacy Policy that increase our rights to use your Personal Information, we will notify you via a prominent notice on the Services or via email prior to the change becoming effective. If you do not agree to the changes, you should discontinue use of the Services.

Contact OverDrive

Please contact OverDrive at privacy@overdrive.com if:

- You have any questions about this Privacy Policy;
- You are not located in the EU or are not a California resident and you would like to request access to the Personal Information we hold about you, or request the deletion of your Personal Information (alternatively, you may visit the Data Request center);
- You are a parent and want to inquire if your child has submitted Personal Information to OverDrive and to request the review, correction, and/or removal of any such Personal Information from our system; or
- You are a teacher or administrator at an educational institution using the school Services and want to request the review, correction, and/or removal of a student's Personal Information

Privacy Policy for Children

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us" or "our") are committed to ensuring the privacy of children under the age of 13 years old who use OverDrive-hosted websites, software, technologies, services, and applications such as Sora, Libby, and the OverDrive app (collectively referred to as "Services").

Please be sure to read this Privacy Policy for Children with your parent(s) and/or legal guardian(s) (collectively referred to as "parents") and ask them questions about what you do not understand.

The OverDrive Privacy Policy is incorporated herein by reference.

Why is there a separate Privacy Policy for Children?

The Federal Trade Commission's Children's Online Privacy Protection Act ("COPPA") requires us to inform parents about how we collect, use, and disclose Personal Information from children under 13 years of age.

What kind of Personal Information is covered by COPPA?

Under COPPA, "Personal Information" is defined as individually identifiable information, and includes: full name (first and last); a home or other physical address including street name and city or town; online contact information such as an email address or screen name; a phone number; a Social Security number; a photograph, video or audio file containing a child's image or voice; a persistent identifier that can be used to recognize a child over time and across different websites or online services; geolocation information sufficient to identify street name and name of city or town; or information collected that is combined with the individually identifiable information listed above.

Does OverDrive collect Personal Information from children?

No, we do not knowingly collect Personal Information (as defined under COPPA) from children. Children can use most Services without creating

an OverDrive account or providing any Personal Information to OverDrive. Children under the age of 13 are not permitted to create, access, or use an OverDrive account. OverDrive accounts are only intended for patrons using their public library. An OverDrive account is not required to use school Services, such as Sora. OverDrive accounts are separate and distinct from any sign-up or authentication required for Sora.

What information does OverDrive collect?

In order to checkout digital content, we request children enter their library card number, student ID number or, in some cases, a PIN number or password. Our request for such identification number is solely for the purpose of validating the status of the identification number. We do not request, access, or retrieve any additional information. All information, including identification numbers, is protected from unauthorized disclosure.

OverDrive may also collect information about a child's online activity, digital content selections, interactions with digital content such as bookmarks, highlights, and notes, reviews and ratings, as well as IP address, device type, unique device data such as device ID, and operating system.

How does OverDrive collect information?

OverDrive collects information through active participation of the child and passively through the use of "cookies" and similar technologies. For more information on how OverDrive uses cookies, please see our general Privacy Policy.

How does OverDrive use information?

OverDrive collects information from a child in order to:

- Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication of

users or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;
- Comply with the requirements of our publisher, library, and retail partners;
- Provide recommendations for digital content we think the child may enjoy;
- Integrate with additional service providers for use of the Services;
- If you have the Location permission enabled while using Libby, we determine your geographic location using GPS coordinates so that we may provide localized language and content;
- Sora determines your geographic location using IP address so we may help you find local schools and/or libraries;
- Personalize our Services to better reflect particular interests and preferences; and
- Generally improve the user experience.

OverDrive never sells a child's information. We may share anonymized information in aggregated form with third parties and/or business partners in order to analyze Service usage, improve the Services and user experience, or for other similar purposes. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy for Children. A child's information is only retained by OverDrive for the time period necessary to support the authorized school or educational purposes.

What if a child shares information with others while using the Services?

While using the library Services, children may enjoy opportunities to post reviews, rate digital content, and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, and Goodreads. When a child shares such information, it is made public and is not subject to this Privacy Policy for Children. We are not responsible for any third party's use of information a child publicly displays or discloses through our Services. For the avoidance of doubt, the ability to post reviews, ratings, and connect to

social media to share digital content information is not a supported function of school Services, such as Sora.

How can parents control their child's information?

Parents may email privacy@overdrive.com to inquire if their child has submitted Personal Information to OverDrive and to request the review, correction, and/or removal of any such Personal Information from our system.

If you are a teacher or administrator at an educational institution using the school Services, please email privacy@overdrive.com to request the review, correction, and/or removal of a student's Personal Information, and we will facilitate your access to and correction of such Personal Information promptly upon your request.

Parents and guardians are encouraged to monitor their child's digital content checkouts from their public library.

Changes to this Privacy Policy for Children

This Privacy Policy for Children was last updated in **July 2021**.

In the event of a change of control (i.e. sale of sale or merger of OverDrive, Inc.) the successor entity will be subject to these same privacy commitments.

Contact OverDrive

OverDrive, Inc. is the operator for the Services. If you have any questions or concerns regarding this Privacy Policy for Children, please contact OverDrive via email at privacy@overdrive.com.

You can also contact OverDrive by calling (216) 573-6886 or mailing us at One OverDrive Way, Cleveland, Ohio 44125 USA, Attention: General Counsel.

For more information about COPPA, please visit: https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions-0

LEARNING A-Z LICENSE QUOTE ADDENDUM

This Terms of Service Addendum ("Addendum") is between Wadsworth City School District ("District") and Learning A-Z, LLC, at 1840 East River Road, Suite 320 Tucson, AZ, 85718 ("Publisher"). District and Publisher may be referred to in this Addendum singularly as a "Party" and collectively as the "Parties".

Recitals, Background and Purpose

This Addendum is to be attached to, and incorporated by reference, into Learning A-Z License Quote dated September 29,2021 (the "Agreement") between the Parties; and,

NOW, THEREFORE, in consideration of the covenants set forth in this Addendum, and othergood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. In the event of a conflict between the Agreement and this Learning A-Z License Quote, this Learning A-Z License Quote Addendum shall prevail.

2. The attached Exhibit A will act as the Terms of Service for accounts originating from the Agreement for the Quote License Term.

IN WITNESS WHEREOF, the parties hereto have each respectively, by an authorized personor agent, executed this Agreement on the date and year written below.

LEARNING A-Z, LLC:

Signature: [redacted]

Date: 10-28-2021

Name: Aaron Ingold

Title: Senior Vice President of Sales

WADSWORTH CITY SCHOOL DISTRICT:

Signature: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A

Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.

1. ACCEPTANCE OF TERMS

Learning A-Z provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"). Your use of any purchased website and its materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to Learning A-Z. You are also agreeing to accept a non-exclusive, non-assignable right and license to use Learning A-Z and its resources. Learning A-Z is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

2. DESCRIPTION OF SERVICE

Learning A-Z provides users with access to a rich collection of teaching resources through its collection of websites (the "Service"): Reading A-Z, Raz-Kids, Headsprout, Science A-Z, Writing A-Z, Vocabulary A-Z, and ReadyTest A-Z. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Learning A-Z assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. LICENSE USAGE

A license grants access to the purchased Learning A-Z website as well as permission

to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z Licenses may not resale, distribute or otherwise share classroom seats to parties outside of the individual classroom or family for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website(s). Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

In order to access the Service, or use its downloaded resources, you need to obtain a username and password ("Username"). Usernames are either selected by, or issued to, individual subscribers or educators within a learning institution (collectively, "Users") as part of the registration process. You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the Services. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your

username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

You also agree that Usernames may not be shared within anyone outside the registered classroom and/or family. They may only be used by the administrator, educator, or student to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Users also agree to supervise and take full responsibility for the use of the Website by minors under the age of 13 years.

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person within the registered classroom and/or family who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member.

You are responsible for notifying us immediately of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Username. You must also promptly change your Username to prevent unauthorized access to your Account. We will have no liability for any circumstances arising from the unauthorized use of a Username or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

4. MODIFICATIONS TO SERVICE

Learning A-Z reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Learning A-Z shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

5. SPONSORS, THIRD PARTIES, AND ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, sponsors, third parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such sponsor, third party, or advertiser. You agree that Learning A-Z shall not be

responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties, or advertisers on the Service.

6. LINKS

Learning A-Z may provide, or third parties may provide, links to other websites or Internet resources. Because Learning A-Z has no control over such websites and resources, you acknowledge and agree that Learning A-Z is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. You further acknowledge and agree that Learning A-Z shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on, or through any such website or resource.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LEARNING A-Z EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
b. LEARNING A-Z MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LEARNING A-Z OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
e. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY LEARNING A-Z AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

9. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

10. TRADEMARK INFORMATION

All materials on the Learning A-Z websites, including without limitation, names, logos, trademarks, service marks, images, graphics, photographs, illustrations, artwork, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by Learning A-Z or by other parties that have licensed their material to Learning A-Z. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, no Online Materials may be republished, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify any Learning A-Z content. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this website for means other than its intended purposes is prohibited.

Learning A-Z logos and product and service names are trademarks of Cambium Learning, Inc. All other trademarks appearing on the website are trademarks of their respective owners and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made. Learning A-Z will enforce its intellectual property rights to the fullest

extent of the law.

If you suspect that the content or trademarks of a Learning A-Z website product are being misused please contact us as soon as possible.

11. NON-WAIVER

The failure of Learning A-Z to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Service or the TOS must be filed within one (1) year after such claim or cause of action.

12. HEADINGS FOR CONVENIENCE ONLY

The section titles in the TOS are for convenience only and have no legal or contractual effect.

13. VIOLATIONS

Please contact us immediately to report any violations.

15. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS

Any comments, materials, or letters sent by you to Learning A-Z, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Learning A-Z shall have no obligation of any kind with respect to such Received Materials and Learning A-Z will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute, the Received Materials without limitation or restriction. Furthermore, Learning A-Z is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Learning A-Z for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, without compensation or any other

obligations to anyone, including you.

16. PRIVACY

Learning A-Z is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Learning A-Z agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Learning A-Z cannot be held responsible for the actions of third parties who violate our Privacy Policy.

17. RESTRICTIONS ON USE

You may not use Learning A-Z or its content for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree to use Learning A-Z solely for your own noncommercial use and benefit and not for resale or other transfer or disposition to any other person or entity.

Permitted Use: You have our permission to print a reasonable number of copies of Learning A-Z content displayed on the Website for noncommercial personal or classroom use, provided that any copies you print continue to show all notices concerning copyright, trademark and other proprietary rights that appear in the material you reproduce and do not exceed the classroom license set forth in Section 3.

Prohibited Uses: Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Learning A-Z, or the third-party owner of material appearing on the Website, for any other copying, redistributing or publishing of any Learning A-Z or "Third Party Content." The downloading of any code from the Website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Learning A-Z or Third Party Content, in whole or in part, for commercial purposes without the express permission of Learning A-Z.

Linking to and framing the Website: You may create and publish links to any LearningA-Z.com homepage. Creating and publishing links to any other pages

within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Website by any means other than by means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service;(c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's Username, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by Learning A-Z; and (e) knowingly use or permit any others to use any facilities or services of Learning A-Z or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Learning A-Z Content, Learning A-Z does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Learning A-Z Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Learning A-Z. Learning A-Z neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws. In the event you download Content from Learning A-Z, the software, including any files, images incorporated in or generated by the software and data that may accompany the Content are licensed to you by Learning A-Z. Learning A-Z, or our contract partners, does not transfer title to the Content to you. Learning A-Z, or our contract partners, retains full and complete title to the Content and all intellectual property rights therein. You may not redistribute, sell, decompile,

reverse-engineer or disassemble the Content.

18. SEVERABILITY

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement and any other terms and conditions of service on a Learning A-Z website constitute the entire agreement between you and Learning A-Z and govern your use of the Service.

20. REFUSAL OR DISCONTINUANCE OF SERVICE

In the event that Learning A-Z determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Learning A-Z service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; (v) take any other action that Learning A-Z deems appropriate.

21. CHOICE OF LAW AND FORUM

The laws of the State of Ohio will govern this Agreement. The laws of the State of Ohio will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Wadsworth, Ohio. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Learning A-Z makes no representation that materials on Learning A-Z are appropriate or available for use in all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Learning A-Z are further subject to United States export

controls. No materials from Learning A-Z may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Venezuela or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

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 that $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)

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 ("APA"). 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 APA 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 ("USDA") 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 USDA. 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 USDA 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.

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 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.

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[1]See 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."
[2]Executive 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/
[3]See https://www.ed.gov/news/press-releases/department-education-announces-actions-advance-equity-education]
[4]See https://www2.ed.gov/about/offices/list/ocr/docs/20210608-impacts-of-covid19.pdf
[5]See https://www.ed.gov/news/press-releases/department-education-announces-actions-advance-equity-education]
[6]See https://www.ed.gov/news/press-releases/department-education-announces-actions-advance-equity-education]
[7]As always, Neola will process and publish on Board Docs any policy and/or administrative guideline that a Board sends to it.
[8]While 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.
[9]One time diversity trainings have not been proven effective.

[10]An 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.

[11]Under 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 provision[2] (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.

2The 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-free[5] 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 requirements[6]; 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.

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[1]HB 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.

[2]HB 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.

[3]HB 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.

[4]HB 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.

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

[6]House 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.

[7]Students 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 unlaw 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 action[3] 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.

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[1]A 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.
[2]See 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.
[3]Tangible 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 Count 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 statues 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.

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[1]Gabbard 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 IX[1]. 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.

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[1]See 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.

[2]The 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.

[3]Executive Order 13988.

[4]Executive 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.

[6]In 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."

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

[8]The 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.

[9]To 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
Status	
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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 transcripting three (3) or more semester credit hours shall count as one (1) full high school unit.

   OR

B. A College Credit Plus Program course transcripting 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 ~~( ) 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

Book	Administrative Guideline Manual
Section	Ready for Production November 2021
Title	Vol. 40, No. 1 - August 2021 Revised EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN
Code	ag5111.02
Status	
Adopted	September 29, 2010

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.

[1]Request 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.

[2]Similar 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
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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 - 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.

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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

A.C. 3301-35-03

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Legal 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 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.

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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**, t~~T~~he 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 adust**(**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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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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Legal	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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Legal 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. ~~O~~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 mean~~s~~ 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~~ device~~s~~ 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 improvedacademic 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~~al~~ 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~~P~~hysical 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; and

N. 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 ~~d~~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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Legal	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
Status	
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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 it 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.

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Revised 1/14/13
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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
Section	Ready for Production November 2021
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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. **(X)** 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.~~

[X] [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:~~

A. ~~Kindergarten at Noon _____ mile~~
B. ~~Kindergarten in Morning, or afternoon _____ mile~~
C. ~~Grades 1 through 6 _____ mile~~
D. ~~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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Legal	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

Sep 15, 2021

RE: WHS Junior Banquet

Dear Mr. Lynn,

GALAXY

The Galaxy Restaurant & Banquet Center is pleased to propose the following arrangements for your upcoming event.

Date	Time	Function	Function Room	Setup	Attendees	Rental
4/22/2022	7:00pm-11:00pm	Dinner Dance	Grand Ballroom	Rounds	250	$0

Banquet function rooms are assigned according to the anticipated number of guests. If there are fluctuations in the number of attendees, The Galaxy Restaurant & Banquet Center reserves the right to reassign the banquet function room accordingly. It is required that The Galaxy Restaurant & Banquet Center be notified of the exact number of meals to be served at least ***three (3) business days*** prior to the function. If no guarantee is received, The Galaxy Restaurant & Banquet Center will consider your originally agreed number of people to be the guarantee. This number will be considered a guarantee for which you will be charged even if fewer guests attend. The Galaxy Restaurant & Banquet Center will be prepared to serve up to a 5% increase for attendees above the guarantee count.

Deposits

Waived

A deposit of $500.00 is due with the signed contract to hold your event space as definite. All deposits received will be applied towards the total charges of the event. Deposits are non-refundable. If the event does not take place due to a COVID 19 related cancellation, deposits will be refunded and cancellation fees will be waived.

Banquet Rental

The Galaxy Restaurant & Banquet Center is pleased to extend a ***Banquet Minimum of $12,000.00*** for your event. Failure to meet the established Banquet Minimum will result in a room rental charge being applied to reach the required Banquet Minimum.

Cancellation Policy

Cancellations must be provided in writing to The Galaxy Restaurant & Banquet Center. If the cancellation notice is received more than 180 days prior to the event date, the deposit(s) will be forfeited. If the cancellation notice is received less than 180 days prior to the event date, the deposit(s) will be forfeited and a $500.00 cancellation fee imposed. The cancellation fee is to serve as liquidated damages on behalf of The Galaxy Restaurant & Banquet Center's inability or difficulty rebooking requested date(s), in the time frame mentioned, and not meant as a penalty to the client. If The Galaxy Restaurant & Banquet Center rebooks a like event on the same date that was cancelled, the cancellation fee will be refunded minus a $100.00 administrative fee. Cancellation fees are due and payable within thirty (30) days after cancellation of the agreement. An interest fee will be assessed at the rate of 1.5% per month.

The performance of this agreement by either party is subject to acts of God, government regulations, disasters, strikes, civil disorders or other emergencies making it illegal or impossible to provide the facilities for your event. It is provided that this agreement may be terminated for any one or more such reasons by written notice from one party to the other. In the event of such written notice of cancellation for the above mentioned reasons, no cancellation penalties will be invoked. If the cancellation is related to COVID 19, no cancellation fees will be enforced.

Payment

The balance based on the guaranteed number of attendees is due the **day of the event.** Acceptable forms of payment include cash, credit card or cashier's check; unless prior payment arrangements have been made with the Banquet Director. Any additional charges resulting from such things as increased number of attendees or damage to the facility will be due upon departure. If a remaining balance is left outstanding, an interest fee will be assessed at the rate of 1.5% per month.

Hours

Time allotment for The Galaxy Restaurant & Banquet Center's functions is based on specific time availability. Functions exceeding the pre-determined departure time will be assessed an additional charge of ***seventy-five dollars ($75.00) plus tax per half hour.*** Evening departure time will be no later than 12:00 AM (midnight) unless pre-arranged with the Banquet Director.

Banquet Regulations

The Galaxy Restaurant & Banquet Center must provide all food and beverage unless approved by Banquet Director. All alcohol must be purchased through The Galaxy Restaurant & Banquet Center. All bartenders must be employees of The Galaxy Restaurant & Banquet Center. Purchaser agrees to abide by all state laws regarding alcohol consumption including restrictions of consumption by a minor. Management reserves the right of refusal or discontinuance of alcoholic beverage to any individual guests. All serving of alcohol at banquet functions are to cease at 11:45 PM. Your group acknowledges that The Galaxy Restaurant & Banquet Center cannot be responsible for the safekeeping of equipment, supplies, written material or other valuable items. Accordingly, your group acknowledges that it will be responsible for providing security for any such aforementioned items and hereby assumes the responsibility for loss thereof. Likewise, the function host will be responsible and charged for any damage(s) or theft of The Galaxy Restaurant & Banquet Center's facilities caused by its group during the scheduled function. The Galaxy Restaurant & Banquet Center will arrange for security personnel when necessary at any contracted event, the charge for which will be an additional fee to the function host. In accordance with local and state health department regulations, no food or beverage may be taken out of the banquet facility following the event. Confetti and glitter is not to be used without permission of the Banquet Director. An additional $150.00 service fee may apply.

Menus

We will be contacting you in the future to finalize your menu selections. Menu selections should be finalized and submitted no later than ***twenty-one (21) days prior to the event.*** If you do not find specifically what you would like, we would be pleased to design special menus to fit your needs. *As economic conditions and inflation vary, The Galaxy Restaurant & Banquet Center reserves the right to adjust pricing at its sole discretion. The Galaxy Restaurant & Banquet Center will guarantee the price per person for your event for 180 days prior to your event.*

Set-Up Fee and Tax

The set-up fee covers expenses of setup, clean up, centerpieces, standard linens and any overhead expenses. The set-up fee (18%) will be added to the food and beverage total. Applicable Ohio sales tax (6.75%) also apply to this charge. Any specialty requested services may also be added to the event total by the client and said services will be subject to Ohio sales tax.

Gratuity

Our banquet staff are paid wages that are not dependent on gratuity to meet minimum wage requirements. If you feel the staff went above and beyond your expectations please feel free to provide gratuity based on your discretion.

We are currently holding event space for you on a tentative basis. This agreement will only become binding when signed and dated by both the client and The Galaxy Restaurant & Banquet Center along with simultaneous receipt of the client's deposit.

Please review and sign one copy of this event contract and return it to our office with your deposit no later than Sep 29, 2021 Thank you again for choosing The Galaxy Restaurant & Banquet Center. It will be a pleasure working with you in making your event a success!

Sincerely,
The Galaxy Restaurant & Banquet Center
Event Name: WHS Junior Banquet

[redacted] 9/15/21

Client Signature Date Galaxy Representative Date

price quote/proposal

Date: 11/1/2021
Quote Expires: 12/1/2021

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Elizabeth Davis
[redacted]
edavis@wadsworthschools.org
Technology Specialist
WADSWORTH CITY - Wadsworth Middle Sch
524 Broad St
Wadsworth, Ohio 44281

WeVideo Contact:
Andreea Negrea
andreea@wevideo.com

Notes:
WeVideo Renewal 2021

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
30 users	WeVideo for Schools Yearly Subscription	$9.97	$9.9667	0.00%	$299.00
		(price per user)	*(price per user)*		
150 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
1800 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
		$0.00	$0.00		$0.00
	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
			$0		$0
			$0		$0
	Professional Development, 60 minutes, live online, Cohort of 20	$350			~~Included~~
30	Mobile App access for iOS and Android devices, all users	$2.99	included	100%	~~$89.70~~
				Subtotal	$299.00
	Please provide a copy of tax exempt certificate if applicable			**Tax (exempt?)**	
	Quote is valid for terms as stated above and below				
	All prices in United States Dollars ($)			**Total**	$299.00

SECTION I - term length and subscription term discount options (CHECK ONE):

[ ] Purchase 12 months/1 year subscription for 30 users - rate of: **$299.00**
[ ] Purchase 24 months/2 year subscription for 30 users - prepay: **$538.20** and save 10% on license*
[X] Purchase 36 months/3 year subscription for 30 users - prepay: **$762.45** and save 15% on license*

**if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.*

SECTION II - is a purchase order required to send an invoice to WADSWORTH CITY - Wadsworth Middle School (CHECK ONE):

[X] Yes, a school/district PO is required to invoice our school or district
[ ] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

[ ] Professional Development, full day, on site **- $3000**
[ ] Professional Development, two day, on site - **$5500**
[ ] Professional Development, 60 minutes, live online, Cohort of 20 - **$350** each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sale representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

price quote/proposal page 2 of 2

school/district WADSWORTH CITY - Wadsworth Middle School

contact Elizabeth Davis

WeVideo contact: Andreea Negrea

ar@wevideo.com
sales@wevideo.com
Fax: 408-819-9441
Quote Expires: 12/1/2021

1975 West El Camino Real Suite 202
Mountain View, CA 94040
Ph: 650-800-3403

SECTION III - COMPLETE **ALL** FIELDS: **REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT**

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever willbe the active license manager.

School/district name: Wadsworth City Schools

WeVideo account admin/owner **Name** (who will log-in/manage the WeVideo account): Elizabeth Davis

Admin/owner **Email**: edavis@wadsworthschools.org

Job title/role: teacher

Phone Number: [redacted]

BILLING INFORMATION

Accounts Payable Contact: Doug Beeman

Accounts Payable Email: invoices@wadsworthschools.org

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature: _____

Date: _____

Print Name: _____

Print Title: _____

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name	*Title*	*Authorized Signature*	*Date*

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dYNAMERICAN

Plumbing, Heating, Cooling & Septic Services

1011 Lake Road
Medina, Ohio 44256
Phone: (330) 666-8863
Fax: (330) 721-2689

Slarch@wadsworthschools.org

Proposal Submitted To:
Name: Wadsworth City Schools
Address: 360 College St
City/State/Zip: Wadsworth, OH 44281
Phone:

Work To Be Performed At:
Name: Bus garage
Address: 357 Sunset Blvd
City/State/Zip: Wadsworth, OH
Phone: 330 335 1324

I hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Jackhammer in back of garage where line was located & repair connection from clay to cast iron. will be about 3½ ft down

1. Dynamerican will perform the work described above and supply all required materials for the sum of $3500.00 Payment shall be made as follows:
   $_____ due upon the start of work with remaining balance of $3,500 due upon completion of work.
2. All material is guaranteed to be as specified above. All work will be completed according to standard practice and in a good, workmanlike manner.
3. Unless specifically stated otherwise above, repair of streets, sidewalks and the like shall not be the responsibility of Dynamerican. In the event excavation is required, the excavated area will be graded to ground level and mounded to allow for settlement. All landscaping required following completion of the job will be the customer's responsibility.
4. In the event circumstances arise in the course of performance which necessitate a deviation from the work described above or if customer requests that additional or different work be performed and the additional charge shall be agreed upon before the additional work is undertaken and a new written work description shall be executed.
5. Customer to provide all necessary easements and rights of way, unless otherwise noted.
6. No modifications of this agreement shall be valid unless in writing and signed by both parties.
7. Customer shall maintain fire, tornado, earthquake, and other necessary insurance on the property on which the work is performed. Dynamerican shall maintain worker's compensation and public liability insurance.
8. This proposal constitutes our entire agreement and may be withdrawn by us if not accepted within 30 days. No modifications of this agreement shall be valid unless in writing and signed by both parties.
9. Warranty is non-transferable, unless stated otherwise.
10. Dynamerican cannot be responsible for any damage to unmarked private utilities, whether inside or outside of structure. If private utilities are not marked at all or are inaccurately marked and damage does occur, damage will be reported to Owner and the Owner is responsible for making repairs ~~and all costs associated with them.~~ MM 10/18/2011

Submitted by: [redacted] **Date:** 10/11/11

Acceptance of Proposal

I agree to the aforementioned terms and conditions. I authorize Dynamerican to perform the work indicated. Payment will be made as outlined above.

Signature: _____ **Date:** _____

Thank You for the Opportunity to Service Your Needs

Educational Service Center
of Medina County
"Stepping Up to Excellence"

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

	Service to be performed	Days	Hours	Rate	Total
Add	Educational Aide-Student with Disabilities		942.5	$22.00	$20,735.00

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

[redacted] 10/18/21
Treasurer Date

[redacted] 10/11/21
Superintendent Date

For the Wadsworth City School District

Treasurer Date

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.

Educational Service Center
of Medina County
"Stepping Up to Excellence"

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

	Service to be performed	Days	Hours	Rate	Total
Add	Behavior Technician		1350	$40.00	$54,000.00

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

[redacted] 10/12/21
Treasurer Date

[redacted] 10/11/21
Superintendent Date

For the Wadsworth City School District

Treasurer Date

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.

ADDENDUM TO CLIENT AGREEMENT
Client: Wadsworth City Schools (2nd Window)
FUNDING YEAR: 2021

Consulting Services

ABC E-Rate, LLC (Company) will provide to Client the service(s) indicated below. Client agrees to pay the total fee listed below for such consulting service(s).

E-Rate Consulting Services for:

Emergency Connectivity Fund (ECF) program for FY2021

ABC E-Rate, LLC Fee Schedule

Client agrees to pay Company the following:

- Application for ECF program: $375
- Fee will be due in full when Funding Commitment Decision Letter is issued

Signature _____ Date _____

MindWise Innovations
A Service of Riverside Community Care
Scope of Work (SOW)

For Wadsworth City Schools

Contract Term: September 14, 2021-September 28, 2022

Licenses

Signs of Suicide (SOS) License Renewal **$300.00**
Our evidenced-based youth suicide prevention program is an annual license that gives trainers full access to a deep library of resources, lesson plans, and refresher videos. Your license includes:

- SOS Quick-Start Guide
- SOS Educational Videos
- Brief Screen for Adolescent Depression
- Refresher Videos
- Supplemental Lesson Plans
- Reinforcement Materials
- Faculty/Staff Training Materials
- Parent Engagement Materials

Details:

- Number of Licenses: 1
- Contract Term for Licenses: 12 MONTHS FROM ACTIVATION DATE
- Types of Licenses: Middle School License

Invoice Details

Total Due: **$300.00**

1. Invoices will be emailed to:

   Jennifer Manos
   Wadsworth City Schools
   524 Broad St
   Wadsworth, OH 44281
   jmanos@wadsworthschools.org

2. Payments are to be made in full within 30 days of date of invoice.

3. All Payments and Billing Inquires should be directed to:

   MindWise Innovations
   270 Bridge Street, Suite 301
   Dedham, MA 02026
   781-239-0071

MindWise Innovations
A Service of Riverside Community Care
Consulting, License, and Training Agreement

Parties to the Contract

Customer: Wadsworth City Schools
524 Broad St
Wadsworth, OH 44281

Vendor: MindWise Innovations
Riverside Community Care, Inc.
270 Bridge Street, Suite 301
Dedham MA 02026

Contractual Terms

This MindWise Innovations Consulting, License, and Training Agreement (this "Agreement") is made as of **September 24, 2021** (the "Effective Date") by and between MindWise Innovations, a program of Riverside Community Care, Inc. ("MindWise"), and **Wadsworth City Schools** ("Customer") governing Customer's access to and use of the Services (as defined herein). MindWise and Customer are each referred to herein as a "Party" and, collectively, as the "Parties."

1. License Grant; Restrictions

1.1 License Grant. Subject to Customer's compliance with the terms and conditions of this Agreement, MindWise hereby grants to Customer the limited, non-exclusive, revocable, non-transferrable, non-sublicenseable right and license during the Term (as defined herein) to access and use the Services solely for the personal use of Customer's Authorized Users (as defined herein) as expressly set forth in Scope of Work.

1.2 Restrictions. Except for the limited rights to use the Services as expressly provided herein, nothing in this Agreement or any course of dealing in connection herewith grants or implies to Customer, its Authorized Users or any other third party any license or other right, in whole or in part, to: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the Services (in whole or in part) or any copies thereof; (ii) modify, translate, reverse engineer, reverse assemble, reverse compile, decompile or disassemble the Services (regardless of whether applicable law may permit such activity); (iii) create or prepare derivative works based upon the Services; (iv) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Services; or (v) show, demonstrate or display the Services to any third party. Customer shall use the Services in compliance with all applicable laws and regulations and in a manner that does not infringe or otherwise violate the intellectual property, proprietary or privacy rights of MindWise or any third party.

1.3 Authorized Users. The license rights granted by MindWise to Customer pursuant to Section 1.1 of this Agreement shall extend to those authorized ("Authorized Users"), by Customer, solely for each Authorized User's personal use; provided that Customer shall ensure that each Authorized User shall comply with the terms and conditions of this Agreement. Customer shall not enable or otherwise authorize any third party to, remove any copyright or other proprietary notices from the Services. Customer acknowledges and agrees that in using or authorizing the use by Authorized Users of the Services, Customer acts solely at its own risk and as between the Parties, Customer shall have sole liability and responsibility under and in connection with other agreements entered into by it.

2. Data

2.1 Aggregated Data. The Parties acknowledge and agree that MindWise shall have the right to collect, extract, compile, analyze, use and commercialize any information or data, on an aggregated, de-identified, anonymized and non-personally identifiable basis, resulting from Customer's or its Authorized Users' use of the Services (collectively, "Aggregated Data"). Customer hereby grants to MindWise the worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license (with right to sublicense) to use, reproduce, electronically distribute, store, process and display the Aggregated Data for any purpose. Customer acknowledges and agrees that the Aggregated Data is MindWise's Confidential Information.

3. Proprietary Rights; Confidentiality

3.1 Ownership. MindWise retains all right, title and interest in and to the Services including, but not limited to, all Intellectual Property Rights (as defined herein) and Confidential Information therein. For purposes of this Agreement, "Intellectual Property Rights" means MindWise's worldwide and common law rights associated with: (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, including, but not limited to, the Services; (iv) trade secrets and know-how; and (v) other intellectual property rights of any type throughout the world. All Intellectual Property Rights and other rights not expressly granted pursuant to the terms of the Agreement are hereby expressly reserved by MindWise. Customer shall be permitted to identify itself as a provider of the MindWise programming and shall be permitted to use trademarked logos and tradenames for the licensed programs. Likewise, MindWise may promote its partnership with Customer by utilizing the Customer's trademarked logo.

. Disclaimer of Warranties; Limitation of Liability

5.1 Disclaimer. The Parties mutually acknowledge and agree that the Services (including the results and outcomes thereof) are provided by MindWise "as is" and "as available" without any warranty of any kind. MindWise does not warrant that the Services shall be virus free or that the use of the Services shall be uninterrupted or error-free. Customer agrees that MindWise does not assure or guarantee any particular result or outcome of any Services. MindWise makes no representation or warranty, express, implied or statutory, including without limitation any implied warranty of merchantability, title, fitness for particular purpose, non-infringement, and warranties arising out of usage of trade, course of dealing or course of performance, with respect to the Services and any materials furnished, and all warranties and conditions are expressly disclaimed. Customer's express remedies set forth herein are exhaustive. Customer acknowledges and agrees that the descriptions contained in the exhibit(s) to this Agreement do not constitute a warranty.

5.2 Course of dealing or course of performance with respect to the services or any materials furnished, and all warranties and conditions are expressly disclaimed. Customer's express remedies set forth herein are exhaustive. Customer acknowledges and agrees that the descriptions contained in the exhibits to this agreement do not constitute a warranty.

5.3 Limitation of Liability. Without limitation on any other provision hereof, Customer agrees that MindWise's total aggregate liability hereunder for any cost, loss or damage, including liability for breach of warranty, negligence, strict liability in tort, or otherwise, regardless of form of action, shall be limited to the amounts actually paid by Customer to MindWise hereunder during the three (3) months preceding the time that the cause of action arose. Customer agrees that the foregoing shall be its sole remedy and expressly waives all others. No action, regardless of form, arising out of the transactions under this Agreement may be brought by Customer more than twelve (12) months from completion of the Services, unless the applicable statute of limitations provides a shorter period, in which case such shorter period shall apply.

6. Termination

6.1 Termination for Convenience. Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days written notice to the other Party. If Customer shall exercise such right, Customer shall pay to MindWise one hundred percent (100%) of the aggregate outstanding amount due, if any, pursuant to this Agreement.

6.2 Termination for Breach. Either Party shall have the right to terminate this Agreement upon the material breach of the other Party, which breach has remained uncured for a period of thirty (30) days after the receipt of written notice thereof from the non-breaching Party. Notwithstanding any language to the contrary in this Agreement, MindWise shall have the immediate right to terminate this Agreement due to any unauthorized use of the Services or any Confidential Information. In such event, Customer shall pay one hundred percent (100%) of the aggregate outstanding amount due, if any, pursuant to this Agreement.

6.3 Effect of Termination. Upon termination of this Agreement: (i) the license granted hereunder and all other provisions of this Agreement shall terminate and Customer and its Authorized Users shall immediately cease using the Services and any Confidential Information; and (ii) Customer shall promptly remove any and all Services and Confidential Information from its technical and/or cloud environment, destroy any and all hard copies thereof and, within thirty (30) days of the date of termination, certify to MindWise in writing such removal and destruction. The Parties acknowledge and agree that MindWise shall retain its entire right, title and interest in and to all Aggregated Data following termination of this Agreement.

7. Notices and Communication:

All notices and communications regarding this Agreement and/or the Services shall be in writing and addressed to each Party as follows:

For communication with MindWise Innovations:

Becky Blackler, Director of Growth
MindWise Innovations
Riverside Community Care, Inc.
270 Bridge Street, Suite 301, Dedham MA 02026
rblackler@mindwise.org

For communications with Customer:

Jennifer Manos
Wadsworth City Schools
524 Broad St
Wadsworth, OH 44281
jmanos@wadsworthschools.org

8. General

8.1 Relationship of the Parties. Neither Party shall be deemed by operation of this Agreement or otherwise to be an agent or representative of the other Party for any purpose hereunder whatsoever. The Parties shall at all times be considered independent contractors. Neither Party shall have any right or authority to assume, create, or incur any liability or obligation of any kind in the name of the other Party.

8.2 Entire Agreement. This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof. All amendments and modifications to this Agreement shall be made by a written document signed by both Parties. The terms and conditions of this Agreement shall prevail over and govern the Statement Of Work in the event of any conflict, unless otherwise expressly agreed in writing on the Statement of Work, explicitly referring to the Section of the Agreement to be amended.

8.3 Assignment and Transfer. Customer shall not assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of MindWise. MindWise shall have the right to freely assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Customer.

8.4 Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

8.5 Partial Invalidity. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one, which achieves to the extent possible and with the least modification the original purpose and commercial goal of the invalid provision.

8.6 Headings and Drafter. Headings are used for the purposes of references only and shall not affect the interpretation of this Agreement. Neither Party shall be deemed the drafter of this Agreement, which Agreement shall be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or by an arbitrator, such court or arbitrator shall not construe this Agreement or any provision hereof against either Party as drafter.

8.7 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, any of which may be executed and delivered in electronic format, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Survival. The Parties agree that their respective rights, obligations and duties which by their nature extend beyond the termination of this Agreement shall survive any termination.

8.9 Force Majeure. If MindWise is prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, global health emergencies or the like, casualty, inability to obtain materials or services or acts of God, MindWise shall be excused from performance for the period of the delay and for a reasonable time thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

(1)

PIVOT INTERACTIVES SBC

TERMS OF USE

Last updated June 20, 2017

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING YOUR PIVOT INTERACTIVES ACCOUNT.

By creating an account at: https://www.pivotinteractives.com, and using the products and services on that website, you agree to the terms of use ("TOU") set forth below.

This TOU constitutes a legal document and agreement that governs the terms and conditions of your subscription and access to the instructional tools and content, and other products and services (collectively, the "Services") made available at **https://www.pivotinteractives.com** (the "Website"). Please read this TOU carefully. By creating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use the Services. ~~Pivot Interactives reserves the right to change these terms and conditions at any time.~~

10/16/2017

Access to the Website is offered and sold on a

You may not use the Services, and may not accept the terms and conditions of this TOU, if (i) you are under 13; (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are a resident or from which you use the Services, or (iii) you have been barred from the Services by Pivot Interactives without permission to return.

1. REGISTERING AND USING PIVOT INTERACTIVES WEBSITE

As part of the registration process, each person ("User or Users") will select a password and user name ("User Name"). You agree to provide us with accurate, complete and updated Account information. Failure to do so will constitute a breach of this TOU, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password.

2. USING YOUR ACCOUNT

All Users are entirely liable for all authorized activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this TOU. Each

known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Services), you must promptly change your password and notify us of the problem by sending an email to support@pivotinteractives.com.

3. BROWSERS, EQUIPMENT AND ACCESSIBILITY

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to Pivot Interactives' specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Services.

Pivot Interactives shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Reasonable advance notification of service interruptions prior to their occurrence shall be made whenever possible. Additionally, to the extent that

reasonable diligence and without unreasonable expense) or due to Pivot Interactives' compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, Pivot Interactives and its affiliates will be excused from such delay or performance.

4. COMMUNICATIONS AUTHORITIES

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Pivot Interactives (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and Pivot Interactives caused by the failure for any reason of any communications facilities which User or Pivot Interactives (or any affiliate) has contracted from any public communications authority or private communications carrier.

5. ADMINISTERING THE SERVICE

Pivot Interactives may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, ~~access policies,~~ the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of

~~institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site or by sending e-mails to Users.~~ You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

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~~We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this TOU at any time. We will post notification of any such changes on the Services, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this TOU are unacceptable to you or cause you to no longer be in compliance with this TOU, you may~~ terminate your Account by contacting us at **support@pivotinteractives.com.** ~~The continued use of the Services by you following your receiving a notice of changes to this TOU will mean you accept any and all such changes.~~

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6. POSTING MATERIAL BY USERS

Pivot Interactives may permit its Users to post materials on the Website. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Pivot Interactives reserves the right to

commercial purposes, or is otherwise in violation of this TOU.

By uploading materials to any message boards, lesson plans or other posting areas, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

7. USE OF MATERIALS & RESTRICTIONS

Prohibited Uses: Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Pivot Interactives, or the third-party owner of material appearing on the Website, for any other copying, downloading, redistributing or publishing of any Pivot Interactives content displayed on the Website ("Pivot Interactives Content") or "Third Party Content." The downloading to a server or personal computer of Pivot Interactives Content or Third Party Content displayed on the Website and the downloading of any code from the Website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Pivot

Linking to and framing the Website: You may create and publish links to the Website homepage at: https://www.pivotinteractives.com. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Website by any means other than means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service; (c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application or any Pivot Interactives Content in any manner which is competitive with services provided by Pivot Interactives; and (e) knowingly use or permit any others to use any facilities or services of Pivot Interactives or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Pivot Interactives Content, Pivot Interactives does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Pivot Interactives Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Pivot

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws.

8. PRIVACY

Pivot Interactives is committed to protecting the privacy of those who access its website and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Pivot Interactives agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Pivot Interactives cannot be held responsible for the actions of third parties who violate our Privacy Policy.

9. SUBMISSIONS

If you send us creative suggestions, ideas, notes, stories, messages, narratives, drawings, concepts, or other information or content ("Submissions"), the Submissions will be deemed, and shall remain, the sole and exclusive property of Pivot Interactives, and Pivot Interactives will be entitled to the unrestricted use of the Submissions for

and Pivot Interactives shall not be liable for any use or disclosure of any Submissions. Without limiting the generality of the foregoing, Pivot Interactives shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the World, and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

10. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PIVOT INTERACTIVES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PIVOT INTERACTIVES MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE

(10)

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PIVOT INTERACTIVES OR THROUGH, OR FROM, THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY PIVOT INTERACTIVES AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

~~11. LIMITATION OF LIABILITY~~

~~YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIVOT INTERACTIVES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PIVOT INTERACTIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA,~~

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~~THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT SHALL PIVOT INTERACTIVES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING PIVOT INTERACTIVES DURING THE PRIOR 12-MONTH PERIOD.~~

10/18/2020

12. LINKS TO THIRD PARTY SITES

Pivot Interactives may contain links to other websites operated by parties that are not affiliated with it. These links will let you leave Pivot Interactives to visit websites not under Pivot Interactives's control. Pivot Interactives is not responsible for the contents of any linked website or any link contained in a linked website. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the linked site by Pivot Interactives.

13. JURISDICTIONAL ISSUES

Pivot Interactives makes no representation that materials on Pivot Interactives are appropriate or available for use in all locations. Those who choose to access Pivot Interactives do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from Pivot Interactives is further subject to United States export controls. No software from Pivot Interactives

to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

14. TRADEMARK AND COPYRIGHT NOTICES

Copyright© 2017 Pivot Interactives SBC. All rights reserved. Pivot Interactives, and and/or all other logos, names and services on the Website are trademarks of Pivot Interactives. Other trademarks and names are the property of their respective owners.

Permission to reprint screen shots or logos from the Website for commercial use may be requested at support@pivotinteractives.com.

15. REMEDIES FOR BREACH

In the event that Pivot Interactives determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn the User via e-mail that she or he has violated this TOU; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Pivot Interactives service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) take any other action that Pivot Interactives deems appropriate.

with jurisdiction over the parties to this TOU, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this TOU will remain in full force and effect.

This TOU is governed by the internal substantive laws of the State of ~~Minnesota,~~ Ohio without respect to its conflict of laws provisions. In the event of a dispute arising under or relating to this TOU (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. ~~All~~

10/18/2021

(14)
10/16/2021

~~administrative and arbitrator fees in accordance with JAMS rules.~~ Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this TOU will prevent Pivot Interactives from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Pivot Interactives' proprietary interests. You agree that any arbitration or proceeding shall be limited to the Dispute between Pivot Interactives and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS

PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Pivot Interactives makes no representation that materials on Pivot Interactives are appropriate or available for use in all locations. Those who choose to access Pivot Interactives do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Pivot Interactives are further subject to United States export controls.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this TOU or to exercise any right under this TOU will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Pivot Interactives may assign its rights and obligations under this TOU and upon such assignment Pivot Interactives may be relieved of any further obligation hereunder. You represent to Pivot Interactives that you have the authority to subscribe to and/or use Pivot Interactives according to the terms and conditions of this TOU. The section titles in this TOU are for convenience only and have no legal or contractual effect.

17. ACCEPTANCE

By using and/or subscribing to the Services, you hereby acknowledge that you have read and understand the foregoing TOU, ~~as may be amended or modified from time to time according to its terms, and agree to be~~

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support, sales, and product information related to your Free Trial or paid subscription.

18. QUESTIONS

If you have any questions about this TOU, please email us at: **support@pivotinteractives.com**.

© 2021 Pivot Interactives, SBC

I approve of the changes suggested by Andrew Hill

[redacted]

Oct 20, 2021

Matt Vonk
Chief Science Officer
Pivot Interactives SBC
matt.vonk@pivotinteractives.com

PIVOT INTERACTIVES SBC

PRIVACY POLICY

LAST UPDATED JUNE 23, 2017

1. PRIVACY

Pivot Interactives SBC ("Pivot Interactives") is committed to protecting the privacy of student records and other personal information provided in connection with our online instructional tools and content, and other products and services (collectively, (the "Services") made available at **https://www.pivotinteractives.com** (the "Site"). This Privacy Policy provides an overview of the terms and conditions surrounding the use of this information and discloses our information gathering and dissemination practices in connection with the Services. It does not apply to personal information that may be acquired by Pivot Interactives in other ways.

This Privacy Policy does not modify any agreements or privacy policies in place between you and your employer or education institution. Please review this Privacy Policy in full to better understand how the information you provide to Pivot Interactives in connection with the Services or Site will be employed.

- All students' personal information is stored using industry-standard security techniques to minimize the chance that unauthorized individuals would have access to the data.
- Login information (username, institution name, and password) is encrypted before being sent over the Internet.
- For login purposes, Pivot Interactives uses a locally stored signed token based on the user data (ID, email address, and type) when the user authenticates. When the user logs out, this token is removed from local storage.
- Pivot Interactives gathers and analyzes information about our users in order to continue to improve the Services. This information never identifies a specific user.
- Pivot Interactives will not give, sell, rent, loan, or otherwise disclose your personal information, except when we have your permission, are required to by law, or have a reasonable need to protect the rights, property, or personal safety of Pivot Interactives, its users, or the public, as further explained below.

3. INFORMATION COLLECTED

Users provide their username and password when logging on to the Services. All login information is sent from your computer to Pivot Interactives' server as encrypted data.

You may also be able to log into our Services using single sign-on providers or single sign-on features of other

A student, instructor or other administrative user using the Services may upload student information including the student's full name, username, initial password, student number (optional), and e-mail address (required). The instructor or other administrative user uses this information to identify and communicate with students about their assignments, assessments, and/or other information related to the Services.

Student records in the Services are intended for use by the student and the student's course instructor in compliance with existing laws regarding privacy of grades. Instructors have access to student submissions and the associated time. All students' personal information is stored on servers at a location designed specifically to prevent unauthorized individuals from accessing the server or its data.

Instructors who wish to use certain Services provide Pivot Interactives with their full name, email address, institution address, and other information regarding their institution and the courses they teach.

The Services may contain collaboration tools to allow for communications between the instructor and student, and between students. These tools may enable users to see other users' personal information including account/student name, and other information. Any additional personal information that you communicate with other users of the Services through collaboration or communication tools is your own choice and the privacy of

Pivot Interactives uses "local storage" to identify users when they are logged into the Services. Our local storage file contains an encrypted version of the user ID, email address and the type of user (student, teacher or administrator). This information is used to identify who you are when you make a request to the Services. We are not responsible for the use of cookies by other Web sites that may be accessed through us.

Pivot Interactives gathers information about its users collectively and automatically logs IP addresses, and other data that track access to the Site. We analyze these logs to better understand aggregate behavior and to monitor Services performance. The logs are analyzed to ascertain the overall aggregate trends they reveal about our users, but not as a means of tracking the behavior of individual users outside our site. This information is used for the purposes of maintaining and improving the Services, and expanding its capabilities.

4. USE AND DISCLOSURE OF COLLECTED INFORMATION

We do not use or share your personal information with others except as indicated in this Privacy Policy.

Teachers and Administrators: Pivot Interactives will use your personal information to provide the Services to you, alert you of new Services features and enhancements, respond to your support issues, and/or notify you of upgrade opportunities, promotions, and special offers. You agree that we may communicate with you via email and

Students: Pivot Interactives will use your personal information to provide the Services to you and respond to your support issues. You agree that we may communicate with you via email and other electronic communication tools for educational purposes.

Identifiable student data is used only for educational purposes, it is never used for commercial purposes.

The use of student information in the Services beyond the purposes of providing assessment falls under the discretion of the instructor. Pivot Interactives recommends prior disclosure by the instructor to their students of any other intended uses, such as research.

Pivot Interactives administrative responsibilities include "access to" but not "publication of" student records in individually identifiable ways. Pivot Interactives accesses student information for backup, internal maintenance, improvement of the Services, and technical support for instructors. If Pivot Interactives accesses student information, it is to troubleshoot the Services or to respond to an instructor's question. We take the utmost efforts to not divulge student information to unauthorized individuals. We strive to ascertain whether authorized persons are able to access the information correctly and to inform instructors how to access it.

Pivot Interactives may use aggregate information to determine the demographics of our users and to distribute statistics and general marketplace information about Pivot Interactives. These demographics will always

- When we have your permission to do so; or
- To companies who work for Pivot Interactives to provide one or more parts of the Services or that provide related administrative functions (such as support Services, web analytics, and fraud detection). These third parties may have access to your personal information; if they do, this access is only so that they may perform these tasks on our behalf and they are obligated not to disclose or use it for any other purpose; or
- When we believe in good faith that disclosure is reasonably necessary to (1) comply with a legal process or law, or to respond to a government request for information, (2) enforce the terms of use or other agreements, (3) respond to claims that any content on the Site or Services violates the rights of third parties, or that otherwise arise from your use of the Services, or (4) protect the rights, property, or personal safety of Pivot Interactives, its users, or the public.

5. CHILDREN

Pivot Interactives does not knowingly let children under the age of thirteen (13) to sign up for an account on the Services or to otherwise disclose any of their personal information to us. If you are under 13 years old, please do not use or access our Services. We do not intend to collect information about children under the age of 13. If we later obtain actual knowledge that a user is under 13 years of age, we will take steps to remove that user's information from our systems. If you are the parent or guardian of a

6. OPT-OUT

We provide you the opportunity to opt-out of receiving certain communications from us, by contacting customer support. In addition, all marketing e-mails from Pivot Interactives will provide you with the opportunity to unsubscribe from future marketing mailings. Even if you opt out of such mailings, however, we reserve the right to send you e-mail and other communications to disclose maintenance and other service-related issues.

7. ACCESS TO ACCOUNT

If you are a registered user of the Services, you can change your account information through the account profile component of the Services. You may need to supply certain information so that we can try to verify that you have authority to modify this information.

8. THIRD-PARTY SITES

Pivot Interactives allows users to embed links and iframes to other sites. We do not share information with these linked sites, nor do we exercise control over their terms of service. These other websites or services may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites and services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit and services you use.

responsibility to uphold all applicable laws and regulations. Due to potential legal requirements and other possible circumstances, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed or accessed in ways not otherwise described in this policy. We may be compelled under law to disclose information to government or third parties under certain circumstances or third parties may unlawfully intercept or access transmissions or private communications. Further, we can, and you hereby authorize us to, disclose any information to law enforcement or other government officials that we, in our sole discretion, believe necessary or appropriate in compliance with the law and/or government requests.

9. UNITED STATES

The Services are hosted in the United States. If you are accessing the Site or Services from outside the United States, please be advised that through your continued use of the Site or Services, which is governed by U.S. law and this Privacy Policy, you are transferring your personal information to the United States and you consent to that transfer.

10. SECURITY MEASURES

We have implemented reasonable and industry standard security measures on the Site to help protect against the loss, misuse, and alteration of the personal information under our control. Additionally, Pivot Interactives takes reasonable steps to ensure that our third-party business

You acknowledge that no method of transmission over the Internet, or method of electronic storage, is 100% secure, and that we cannot guarantee absolute security. If you have any questions about security on our Site and Services, you may contact us. We will promptly make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state laws on security breach notification) to you via email or conspicuous posting on the Site.

11. FERPA

Pivot Interactives complies with the Family Educational Rights and Privacy Act (FERPA) at 20 U.S.C. 1232g and 34 C.F.R. part 99.

~~12. CHANGES~~

~~Pivot Interactives posts any changes to this Privacy Policy on the Site. Your continued use of the Site and Services constitutes your agreement to this Privacy Policy and any future revisions.~~

Try an activity

Educators & students

Institutions

Pricing

Jobs

Press

Help

Contact us

I approve of these changes (removing section 12)

Matt Vonk Oct 21 2021
Chief Science Officer
Pivot Interactives

[redacted]

PROVISIONS OF SERVICE CONTRACT

The customer covenants and agrees as follows:
Unless this Damage Waiver Provision is declined by the customer, Miller and Company agrees in consideration of an additional charge, per month, to modify the customer's responsibility for incidental damage to portable restroom units while in possession or control of the customer.

1. Incidental losses defined as damages not exceeding $100.00, are covered 100%, if the customer has made every effort to provide a secure and safe location.
2. Customer shall be solely responsible for major losses or damages, in amounts exceeding $100.00, including but not limited to, theft or destruction of the unit. In the event of theft or destruction of the unit customer shall pay to Miller and Company $650.00 for Standard units or $1500.00 for Handicap units.

IF THE DAMAGE WAIVER PROVISION IS DECLINED, the customer is completely responsible for any and all damage, destruction, Or theft of the portable restroom units as follows:

a) While equipment is in the care and custody of the customer.
b) Damage due to customer's neglect or misuse.
c) Mysterious or unexplained disappearance.
d) Theft by person entrusted with portable restroom unit.

TERMS AND CONDITIONS

THIS CONTRACT AND AGREEMENT (the "Agreement") entered into on the "Delivery Date" set forth on the reverse side hereof, between the "company" named on the reverse side thereof, as lessor, and the "Customer" named on the reverse side hereof, as lessee.

Company hereby leases to Customer and Customer hereby leases from Company the quantity of portable toilets listed on the reverse side hereof, as lessee.

Company hereby leases to Customer and Customer hereby leases from Company the quantity of portable toilets listed on the reverse side hereof (the "Property", which shall include additional units which Customer may lease from Company during the term hereof in respect of the job described on the reverse side hereof) on the terms and conditions set forth on the reverse side hereof and of the following additional terms and conditions:

10/4/2021

1. To pay within 30 days after date of invoice and upon failure to do so pay a penalty of 2% per month ~~thereafter together with reasonable charges and expenses of collection, including attorney's fees.~~ MM
2. To use the property only for the uses for which they are respectively intended and, if Miller & Company Portable Toilet Service, Inc. is dissatisfied with the manner in which the property is being used or maintained to forthwith on demand, deliver and render the same back. Also to use the property in a careful and prudent manner; to keep the property clean with the exception of sanitary treatments.
3. To permit Miller & Company Portable Toilet Service, Inc. at all reasonable times, to enter upon the premises where the property is located to inspect and service the same.
4. ~~To hold Miller & Company Portable Toilet Service, Inc. harmless and indemnify it from any and all claims including claims for personal injuries and property damage arising from the use or placement of this property and to reimburse Miller & Company Portable Toilet Service, Inc. for any sums reasonably expended by Miller & Company Portable Toilet Service, Inc. for attorney fees and in defense of any such claims.~~ 10/4/2021 MM
5. Not to subject or mortgage, or in any manner dispose of the personal property nor remove or attempt to remove the same from the location of use as specified on the reverse side hereof, nor suffer the same to enter into the custody or control of any person other than the customer without consent in writing of Miller & Company Portable Toilet Service, Inc.
6. Not to suffer any legal process to be levied upon said property.
7. To surrender the property up to Miller & Company Portable Toilet Service, Inc. at the expiration of the contract or other expiration of this contract in as good a condition as when the customer received the same, reasonable wear excepted.
8. The customer warrants that it has inspected the property listed on the reverse side hereof and acknowledges that the property is in good working order. ~~The customer hereby assumes responsibility for the safety of the property not only to the extent of a bailee for hire but to the extent of an insurer and agrees to reimburse Miller and Company for any and all damages sustained by the property, whether caused by fire, theft, vandalism, riots, mutinies, strikes, or any manner whatsoever.~~ 10/4/2021 MM
9. Our service contract is a minimum of one month.
10. Customer agrees at all times to keep the Property in a location where it can be serviced in all kinds of weather and at all times to keep the area around the Property clear for at least 20 feet.
11. Customer agrees to promptly notify Company in the event of any failure, malfunction, or damage to or theft of any of the Property, and that time is of the essence in regard to such notice due to the nature and use made of the property.
12. Customer agrees to lease sufficient Property so that the capacity of each item of Property is not overburdened.
13. Service is to be preformed once weekly, unless otherwise agreed upon between Company and Customer.

MILLER AND COMPANY
2400 SHEPLER CHURCH AVE SW
CANTON, OH 44706

RE: Terms and Conditions

1 message

Lori Stephan <loris@millersanitationpros.com> Mon, Oct 18, 2021 at 8:34 AM
To: "Hill (Superintendent), Andrew" <ahill@wadsworthschools.org>

Good morning Andrew,

See below email dated October 5. I thought since you didn't mention them again (and also, you saying that knowing the dollar amount fixed the issue), that #1 & #8 were ok.

Thank you,

Lori Stephan

Miller & Company

From: Hill (Superintendent), Andrew <ahill@wadsworthschools.org>
Sent: Monday, October 18, 2021 5:36 AM
To: Lori Stephan <loris@millersanitationpros.com>
Subject: Re: Terms and Conditions

Good morning. I was able to review what you can agree to. Does that mean you are not able to agree to the changes in 1. and 8?

Andrew J. Hill, Ed.D.

Superintendent

Wadsworth City School District

330-335-1301 (phone)

524 Broad St.
Wadsworth, OH 44281

On Thu, Oct 7, 2021 at 3:20 PM Lori Stephan <loris@millersanitationpros.com> wrote:

> Andy,
>
> We can agree to #4 verbally, as you stated. However we are not able to change the way it reads on our Terms and Conditions. I can print out our email correspondence, and put it in your file so that we can refer to it if there are any problems.
>
> Thank you,
>
> Lori Stephan
>
> Miller & Company

From: Hill (Superintendent), Andrew <ahill@wadsworthschools.org>
Sent: Thursday, October 7, 2021 12:53 PM
To: Lori Stephan <loris@millersanitationpros.com>; Laura Kerstetter <lkerstetter@fourcitiescompact.org>; Roger Wright <rwright@fourcitiescompact.org>
Subject: Re: Terms and Conditions

Good afternoon. Thank you for your response and I apologize for my delay in responding. Can number 4 read that we are responsible for our actions and you are responsible for yours? For #8, inserting the dollar amount in fixes the issue. Let me know your thoughts.

Andy Hill

Andrew J. Hill, Ed.D.

Superintendent

Wadsworth City School District

330-335-1301 (phone)

524 Broad St.
Wadsworth, OH 44281

On Tue, Oct 5, 2021 at 9:30 AM Lori Stephan <loris@millersanitationpros.com> wrote:

> Good morning Andy,
>
> I have reviewed your email, and the items you have marked on our Terms and Conditions. I've also shown both items to my office manager.
>
> #1 – we will waive any late payment penalties.
>
> #4 – if there is proof that our company caused damage to your property, we do repair the damage, or pay to have it done.
>
> #8 – you would be required to pay the damage waiver or supply us with a copy of your insurance. Also, on this matter, since you say "open ended expense", would it help if you knew the cost to replace a portable toilet that is a total loss? (It is $700 for a standard construction unit).
>
> Please let me know how (or if) to proceed.
>
> Thank you,
>
> Lori Stephan
>
> Miller & Company

From: Hill (Superintendent), Andrew <ahill@wadsworthschools.org>
Sent: Monday, October 4, 2021 12:13 PM
To: Lori Stephan <loris@millersanitationpros.com>
Cc: Laura Kerstetter <lkerstetter@fourcitiescompact.org>; Roger Wright <rwright@fourcitiescompact.org>
Subject: Terms and Conditions

Ms. Stephan,

RA SOLUTIONS

Buyback Quote for Wadsworth Schools

Created by:

Jodi Clouse RA Solutions
jodi@rasolutions.com

Prepared for:

Wadsworth Schools

Buyback Quote

Quote No.: 40170
Exp. Date: 10/31/2021

Prepared for

Wadsworth Schools
524 Broad Street
Wadsworth, OH 44281
Phil Luthman
pluthman@wadsworth.k12.oh.us
330-336-3571

DEVICE	QTY	GRADE A	GRADE B	GRADE C	GRADE D	GRADE F
7310 Dell 7310 13" Chromebook Core i3 4GB 16GB SSD	1000	$35.00	$25.00	$15.00	$8.00	$3.00
C740 Acer C740 Chromebook 4GB 16GB SSD	300	$15.00	$12.00	$7.00	$2.00	$0.00
G8 EE HP G8 EE Chromebook 4GB 16GB SSD	300	$55.00	$45.00	$35.00	$15.00	$7.00
Totals	1600	$56,000.00	$42,100.00	$27,600.00	$13,100.00	$5,100.00

DEVICE DEDUCTIONS	MISSING ADAPTER	DEVICE ENGRAVING
Chromebook	-$15.00	-$15.00

DEVICE GRADING INFORMATION

A – Unit is fully functional. No scratches on the LCD. No dead pixels or white spots on the LCD. No major scratches or dents on the case. May have some very minor case scratches.

B - Unit is fully functional. May have very minor scratches or keyboard marks on the LCD not visible while in use. May have minor scratches on the case. No missing logo, or rubber feet. No dents, dings, or bent corners. May have minor bent corners, not more than 1. May have lightly worn keys.

C - Unit is fully functional. May have a moderate scratch on the LCD. May have minor dead pixels or white spots (blemishes) on the LCD. May have moderate to heavy scratches on the case. May have minor to moderate dents, dings, or bent corners. May have moderate worn keys. No cracks. No missing rubber feet.

D - Unit is fully functional. May have heavy scratches on the LCD. May have significant dead pixels or white spots (blemishes) on the LCD. May have heavy scratches on the case. May have heavy dents, or dings. May have missing rubber feet. May have heavy worn keys.

F- Unit is non-functional, broken, damaged, not working, missing components

RA Solutions Buyback Terms and Conditions

Audit & Condition of Devices

1. The quote is based on the device information provided by the customer. The actual quotation amount is subject to review at RA Solution's discretion based on the condition and quantity of devices received.

2. Price alterations and deductions will be made on a per device basis, pending the evaluation of engraving, accessories and firmware locks.

3. RA Solutions does not have the ability to deactivate iCloud locks, Google locks, or vendor locks from devices. It is the customer's responsibility to ensure all locks and tracking software are removed before pickup.

4. All stored device data will be erased and/or destroyed by RA Solutions if devices are not wiped prior to shipment. A data wipe report will be produced.

5. In the case of devices with firmware locks, RA Solutions will provide a serialized list of the locked device(s). The customer will have 15 days to provide proof that the devices have been unlocked. Failure to do so will result in the devices receiving a $0 payout value.

6. Should any vital parts of the device(s) be missing, the device(s) will receive a $0 payout value unless otherwise stated in the agreement. Vital parts may include, but are not limited to: Keyboard, Motherboard, Trackpad, LCD, and Digitizer.

7. May, June, July, August we require up to 60 days for processing once it is received at RA Solutions.

Transit Options

1. All shipping and/or pickup details will be handled by RA Solutions, as well as any necessary packaging materials.

2. RA Solutions will absorb all shipping costs.

Remittance

1. Full payment will be sent via check or wire transfer and will be made in 30 days or less from the time a reconciliation report is sent.

Title and Finality

1. All sales are final. All equipment becomes property of RA Solutions upon pickup.

Wadsworth Schools

The "Chipotle Cleveland Team Challenge" Contest
Winner's Affidavit of Eligibility/Liability Release
(Print clearly in English-Proper prize delivery depends on a complete and correct address)

SCHOOL NAME Wadsworth High School

CONTACT NAME _____

TEAM NAME _____

COMPLETE STREET ADDRESS 625 Broad Street
(If P.O. Box – please also note street address)

CITY Wadsworth **STATE** OH **ZIP CODE** 44281

COUNTRY USA

EMAIL ADDRESS (IF ANY) _____

TAX ID NUMBER: [redacted]

DAY PHONE (330) 335-1301 **EVENING PHONE** ( ) _____

PLEASE CAREFULLY READ EACH STATEMENT BELOW AND INITIAL IN THE SPACES PROVIDED BEFORE SIGNING

(A) Compliance With Official Rules. I have read, understand and agree to the Official Rules for The "Chipotle Cleveland Team Challenge" Contest (the "**Contest**"), sponsored by CMG Strategy Co., LLC ("**Sponsor**") on behalf of the educational institution listed above ("**School**"). I represent and warrant that I am authorized to sign this Affidavit on behalf of School. I agree to return to Sponsor any prize which may be awarded to School if any statement made by in this Affidavit is false. I acknowledge and agree that the Official Rules shall govern and control my School's participation in the Contest and that the provisions in this Affidavit are in addition to (not in lieu of) the provisions of those Official Rules. **(*INITIAL HERE:** ____)

(B) Affidavit Requirements. I understand that I need to sign, initial and return this Affidavit by the redemption deadline set forth in the correspondence from Sponsor, and if I don't, I will forfeit any prize School may otherwise have received. **(*INITIAL HERE:** ____)

(C) Eligibility. I represent that I am an employee of School where the students who submitted the winning Submission are enrolled. **(*INITIAL HERE:** ____)

(D) Acceptance of Prize:

The Grand Prize to be awarded in this Contest consists of one (1) Burritos by the Box for up to fifteen (15) weeks (the "**Burritos for a Season Prize**") for each week of the regular high school sports season (up to 30 people, with exact quantity to be determined based on the number of players and coaches on each verified winner's team). The Burritos for a Season Prize will expire at the end of the season for each winner's team featured in the winning Submission. The prize will be delivered as a code that can be redeemed by the School up to fifteen (15) times. I acknowledge and agree that School is solely responsible for placing the orders and ensuring that the orders are delivered to the School. The Burritos for a Season Prize is valid on pickup orders only and does not cover delivery fees. I agree that the Burritos for a Season Prize will be used only for members of the School sports team that was featured in the Submission selected by Sponsor. I understand that the Burritos for a Season Prize is subject to the terms and conditions in the Official Rules and consists of those elements set forth in the Official Rules with an approximate retail value of $4,000. School understands and

(E) Disclaimer of Warranties. School understands and acknowledges that Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Burritos for a Season Prize. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCHOOL UNDERSTAND THAT THE BURRITOS FOR A SEASON PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE SPONSOR DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. **(*INITIAL HERE: _____)**

(F) Taxes: School understands that all taxes (including, without limitation, federal, state, and local taxes) on or connected with any prize that is awarded to School, and the reporting consequences thereof, are School's responsibility. If required by law, Sponsor shall be entitled withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. School certifies that School's correct taxpayer identification number is written above, and School is not subject to backup withholding. **(*INITIAL HERE: _____)**

(G) Liability Release. In exchange for receipt of the Burritos for a Season Prize, School hereby releases ~~and agrees to hold~~each and all of the Promotion Entities ~~harmless~~ from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to School's participation in the Contest, or arising out of School's participation in any Contest related activity, or my receipt, use or misuse of any prize that may be awarded to School, excluding any and all foodborne illness claims arising from consumption of the Burritos for a Season Prize. **(*INITIAL HERE: _____)**

School agrees that the above release shall be effective as a full and final general release of all legal claims described in the release, whether School actually knows about such claims or not, despite the fact that the California Civil Code Section 1542 or a similar law in another state may provide otherwise. School is aware that Section 1542 provides as follows:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. (*INITIAL HERE: _____)

School understands and acknowledges that neither Sponsor, nor its agents have arranged for or carry any insurance of any kind for School's benefit and that School is solely responsible for obtaining and paying any life, health, travel, accident or other insurance relative to the use of the Burritos for a Season Prize. **(*INITIAL HERE: _____)**

ACKNOWLEDGED AND AGREED ON BEHALF OF SCHOOL:

SIGNATURE: [redacted] DATE 11/2/24

TITLE: Treasurer

TRADEMARK AUTHORIZATION AND RELEASE

This Trademark Authorization and Release ("**Agreement**") is entered into as of this 2nd day of ~~November~~ 2021 (the "**Effective Date**") between ~~the Wadsworth City School District Board of Education, [a _____ corporation],~~ ("**School**") and CMG Strategy Co., LLC ("**Chipotle**") in connection with the following trademarks(s) and/or material(s) (collectively, the "**Materials**")*[Insert school name and other elements licensed]*: logos, mascots, team names, uniforms, as such Materials may be incorporated or used in connection with submissions related to the Chipotle Cleveland Team Meal Challenge Contest (the "**Contest**")

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. School hereby irrevocably grants to Chipotle the non-exclusive right to film, photograph and record the Materials, including any and all trademarks, service marks, tradenames, and logos appearing thereof or incorporated therein as well as any copyrighted and/or other legally-protectable elements thereof (collectively, the "**Materials**") and use (and grant others the right to use) such film, photograph and recordings (collectively, the "**Footage**") in and in connection with advertising, marketing, publicity, promotional and co-promotional campaigns involving Chipotle, the Contest, and any visual or audio-visual works created in connection therewith or otherwise produced by or in conjunction with Chipotle or with students who entered the Contest (collectively, the "**Work**") in all media, now known or hereafter devised, throughout the universe, in perpetuity in accordance with the "Specifications" (as defined herein). School acknowledges and agrees that Chipotle, or its licensors, shall own the copyright in the Footage that Chipotle creates. Chipotle agrees that its use of the Footage will not present or portray School in a manner that a reasonable person would consider as disparaging (the foregoing requirement is referred to as the "**Specifications**"). This Agreement shall not be deemed to limit or impair the fair use or other rights that Chipotle would have to use the Materials as a member of the general public if this Agreement were not in effect.

2. School hereby releases Chipotle and Chipotle's parent, subsidiary and affiliated companies, the successors, licensees, and assigns of each, and each of their respective officers, directors, employees, agents, and contractors (individually and collectively, "**Chipotle Entities**") from any and all claims and liability of any kind or nature whatsoever, arising out of or related to, the exercise of any of the rights granted to Chipotle hereunder including, but not limited to, those based upon defamation (including libel and slander), invasion of privacy, right of publicity, copyright, trademark or any other personal and/or property rights ("**Claims**") and agrees that School will not now or in the future assert or maintain any such Claims against the Chipotle Entities.

3. School represents and warrants that it has the full right to enter into this Agreement and grant the rights granted herein, that the exercise by Chipotle of the rights granted herein will not violate or infringe upon the rights of any third party, and that no permission from or payment to any third party will be necessary in connection with the exercise of the rights granted herein. ~~School agrees to indemnify and hold the Chipotle Entities harmless from and against any and all third party claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses arising from or relating to any breach or allegation that, if true, would constitute a breach of School's representations, warranties, covenants or obligations hereunder. The representations, warranties and indemnities hereunder shall survive the expiration or earlier termination of this Agreement.~~

4. ~~This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.~~ This Agreement contains the entire understanding of the parties with respect to the matters addressed herein and shall replace and supersede any prior or other agreements with respect to the matters addressed herein. If any provision of this Agreement is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms and conditions or provisions shall remain in full force and effect. This Agreement cannot be terminated, rescinded, or amended hereafter, except by mutual written agreement, and in no event shall School have any right to seek or obtain injunctive or other equitable relief with respect to the Footage or the Work.

Wadsworth High School *[Insert Name of School]*:

Signature: [redacted]

Print Name: Douglas D Beeman

Title: Treasurer

AUDIO EXTREMES ENTERTAINMENT

1-888-688-8003

www.audio-extremes.biz

AGREEMENT made **November 2, 2021** between, "Audio Extremes Entertainment", (Herein after called "DJ/ENTERTAINER") and **Wadsworth High School** Herein after called "CLIENT"). CLIENT hereby agrees to terms and conditions herein set forth.

DJ/ENTERTAINER will provide and CLIENT will accept, for the engagement hereinafter described, the services comprising of DJ Services **The services will be provided on Nov 4, 2021** for the stated hours below.

Date of Event:	**11/04/2021**	Day of Event:	Thursday		
Start Time:	11:00 AM	End Time:	1:00 PM	Total Hours:	2 Hours
Contact Name:	**Vince Suber**	Contact Name:			
Contact Phone:	3305411131	Contact Email:			
Location of Event:	Wadsworth High School				
Location Contact:	625 BROAD ST WADSWORTH, OHIO				
Phone of Location:	3303331400 Aurora, OH 44202				

No retainer is required to hold date

Total Amount Due:	**$350**	-		**Retainer Fee**	=		**Remaining Balance**

CLIENT agrees to provide a grounded power outlet within 20 feet of the DJ's setup. **No Retainer is required but payment of f $350 is due on November 4., 2021.** Audio Extremes agrees to hold the above stated date for the CLIENT.

[redacted]

Client Signature — **11 / 02 /2021** Date

Dwayne Gordon — Audio Extremes Rep Signature — **11 / 02 / 2021** Date

It is mutually agreed by signing this contract, terms of agreement will be upheld. Please print, sign and send back along to Audio Extremes Entertainment **mail@audio-extremes.biz** or fax to **(888) 635-9454**

Educational Service Center Funds

Election of Disbursement

District: Wadsworth City Schools Fiscal Year: 2021

Beginning FY21 Service Account Balance	$ 20,763.91
Refund Available from FY21 Service Account activity	$ 19,517.12
Refund Available from FY21 Services provided	$ 37,621.58
Total amount available for refund to district	$ 57,138.70

Note: - The maximum amount that can be left on deposit with the ESC is $50,000.00.

- Any amount refunded will have the ESC Administrative and Facility Fees added to it as well.

The Wadsworth City School District elects to receive a refund of : $38,252.86 = (57,138.70 - 20,000) x 3% admin fee

The Wadsworth City School District elects to leave this amount on deposit with the ESC toward the cost of future services: $20,000.00

DATE ISSUED: 11-1-21

Between

AGENCY: Student Impact Initiative, DBA Relevant Speakers Network

and

CUSTOMER: Wadsworth City Schools

PRESENTER: Brad Hurtig & Terrence Talley

DATES OF APPEARANCE: 12/1/21, 12/2/21, 1/12/22, 1/13/22

NUMBER OF PRESENTATIONS: 10 Presentations

SPEAKING FEE..... $0.00

50% DEPOSIT DUE.....$0.00 **(Remaining balances due day of appearance)**
– see invoices sent separately.

Please mail signed contract to address below with deposit, payable to "Relevant Speakers Network", within 10 days of date issued. Questions? Call 310.597.2207 or e-mail ericwagler@relevantspeakers.com.

Relevant Speakers Network
Attn: Speaking Contract
PO Box 398
Hilliard, OH 43026

AGREEMENT TO CONTRACT TERMS & CONDITIONS

This Contract is comprised of two (2) pages and all pages contain all terms and conditions of the contract. When you sign below, please know that you are bound by all terms and conditions of the contract stated on pages 1 and 2. If either page is missing, please contact us immediately.

RELEVANT SPEAKERS NETWORK REPRESENTATIVE

Signature: [redacted] **Date:** 11/10/21

CUSTOMER

Signature:_____ **Date:**_____

Terms and Conditions

1) Parties – this agreement is between Relevant Booking, LLC, and the sponsoring organization "Customer".
2) Fees– Customer shall be solely responsible for any fees for the Speaker. Additionally, all monies referenced in this agreement are understood to be in US Funds and are to be paid in US Funds.
3) Taxes and Insurance – All taxes and insurance are covered by Relevant Booking, LLC.
4) Failure to perform – If Speaker is precluded from performing his/her obligations hereunder due to any unforeseen circumstances beyond his/her reasonable control, including but not limited to illness, injury, accident, civil tumult, strikes, epidemic, war conditions or family emergency involving Speaker, fire lockout, failure of performance of a common carrier or any other similar or dissimilar cause beyond the control of Speaker, it is understood and agreed that there shall be no claim for damages by Customer and Speaker's obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if Speaker is ready, willing, and able to perform, Customer shall pay the full compensation hereunder, otherwise the monies if any advanced to Speaker hereunder shall be returned.
5) Force Majeure – Notwithstanding any other provision of the Agreement, in the event that the performance of any obligation under the Agreement by a Party is prevented due to acts of God, exchange controls or import controls, or any other government restrictions, hostilities, blockades, civil disturbances, revolutions, terrorist attacks, lockouts or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this agreement. Each Party shall promptly notify the other Parties of such force majeure conditions. **Inclement weather rendering performance impossible, infeasible or unsafe shall also be deemed force majeure event.** If Relevant Booking, LLC and Customer disagree as to whether rendition of performances is impossible, nor feasible or unsafe because of inclement weather, Relevant Booking's determination as to performance shall prevail. When force majeure occurs, ~~Customer is responsible to reimburse Relevant Booking for 100% of any travel expenses incurred by Speaker as well as~~ full payment of the agreed upon compensation. **The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this agreement until as soon as practicable after a force majeure condition ceases to exist.**
6) Customer cancellation – Because this confirmation removes Speaker from his/her marketplace on the date(s) agreed upon, the following cancellation charges will apply in the event of cancellation by Customer, it shall be responsible for the fee based upon the following schedule:
   a. More than 3 months prior to engagement – forfeiture of entire deposit.
   b. 1-3 months prior to engagement – forfeiture of entire deposit or 50% of the entire honorarium, whichever is greater.
   c. Less than 1 month prior to the engagement – forfeiture of 100% of the entire honorarium.

   Notice of cancellation shall be delivered to Relevant Booking, LLC in writing and shall not be deemed canceled unless such writing has been received.
7) Default and Remedies – if the Customer breaches any of its obligations under the terms of this contract including the payment terms, the full amount of the payment due under the contract shall be immediately due and payable by the Customer. If the Customer fails to pay any sums due under the contract within 10 days from the date such sums are due and owing the balance will accrue interest at the rate of 5% per month. ~~If this matter is referred to a collection agency or attorney, the Customer agrees to pay all costs of collection including reasonable attorney's fees and all the costs incurred in any litigation instituted to recover amounts due under the contract.~~ 11/4/21
8) Additional Activities – No additional appearances or activities shall be expected of Relevant Booking, LLC Speaker unless agreed to in writing.
9) Recording – Customer shall not itself, nor shall it permit others to record, reproduce, exhibit, broadcast, telecast, transmit, distribute, or otherwise exploit, by any medium or media, means, methods, modes or device, whether now known to exist or hereafter conceived or created, including but not limited to the internet, electronic systems, radio, satellite radio, transmission, television, cable, CD-ROM, CD-I, DVD, computer, laser, optical, computer systems, photograph, or otherwise reproduce the vision and or audio performances hereunder, or any part thereof, ~~Purchaser will be held liable for any and all damages incurred.~~ All exceptions must have prior written consent of Relevant Booking, LLC.
10) Product – Speaker reserves the right to sell books, photographs, recorded products and any and all types of merchandise including but not limited to, articles of clothing (ie T-Shirts, hats, etc.) posters, etc. No concession fee shall be paid to the auditorium or Customer unless agreed to in writing at the time of signing this contract.
~~11) Liability – Customer agrees to indemnify and hold harmless Relevant Booking, LLC representatives, principals, employees, officers, and director, for any claims of Liability, including reasonable attorneys fees, incurred or suffered or threatened against Relevant Booking, LLC or Customer or any of the foregoing in connection with or as a result of any claim for personal injury or Property damage or otherwise brought by or on behalf of any third party persona, firm or corporation as a result of any connection with the engagement, which claim does not result from the active negligence of Relevant Booking, LLC /Speaker and/or Customer.~~
12) Inconsistency – in the event of any inconsistency between the provision of this contract and the provisions of any riders, addenda, exhibits, or any other attachments hereto, the parties agree that the provision most favorable to Relevant Booking, LLC shall prevail.
13) Conflicts – Nothing in this agreement shall require the commission of any act contrary to law or any rules or regulations of any union, guild, or similar body having jurisdiction over the services and personnel to be furnished by Relevant Booking, LLC to Customer hereunder. If there is any conflict between any provision of this Agreement mind any law, rule, or regulation on, Relevant Booking, LLC shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. Customer agrees to comply with regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Customer.
~~14) Confidentiality – the terms and conditions of this Agreement, including the Fees paid are confidential in nature and all parties agree the breach of this confidentiality, either negligent or intentional, shall be deemed a material breach of this contract.~~ 11/4/2021
15) Arbitration – this agreement shall be construed in accordance with the laws of the State of Ohio governing contracts executed and performed therein, and shall be binding with regard thereto on the parties, their heirs, executors, administrator, successors, representatives or assigns. Upon any dispute under or relating to the terms of this Agreement, or the breach thereof, it is agreed that the matter shall be submitted for arbitration ~~to the Law Firm representing Relevant Booking, LLC in~~ the State of Ohio, in accordance with the then prevailing rules of that Firm, including the Emergency Interim Relief Procedure, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
~~16) Authority of Customer – the person executing this agreement on Customer's behalf warrants his/her authority to do so and such person hereby personally guarantees and assumes liability for the payment of said price in full.~~

11/4/2021

Proposal - Detailed

Pella Window and Door Showroom of Bedford Heights
26150 Richmond Road
Bedford Heights, OH 44146-1438
Phone: (216) 292-2577 **Fax:** (216) 292-2811

Sales Rep Name: Account, HouseCle
Sales Rep Phone: 800-283-4161
Sales Rep E-Mail: pella276@gunton.com
Sales Rep Fax: 216-455-1142

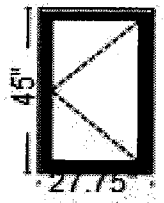
Customer Information	Project/Delivery Address	Order Information
Wadsworth Middle School 150 Silvercreek Rd Wadsworth, OH 44281-9002 **Primary Phone:** [redacted] **Mobile Phone:** **Fax Number:** **E-Mail:** **Contact Name:** **Great Plains #:** 1006426818 **Customer Number:** [redacted] **Customer Account:**	**WMS/150 SILVERCREEK/REPAIRS** 150 Silvercreek Rd **Lot #** Wadsworth, OH 44281-9002 **County:** Medina **Owner Name:** Wadsworth Middle School **Owner Phone:** ([redacted]	**Quote Name:** WMS/150 SILVERCREEK/REPAIRS **Order Number:** 276 **Quote Number:** **14668578** **Order Type:** Service **Wall Depth:** **Payment Terms:** **Tax Code:** OHINSTALL **Cust Delivery Date:** None **Quoted Date:** 10/5/2021 **Contracted Date:** **Booked Date:** **Customer PO #:**

Customer Notes: If you wish to place this order please sign and return the last page along with the total $30,532.85
Please allow 4-6 weeks for factory ordered material to arrive
Material will not be ordered without the signed quote and required payment
Gunton accepts check and most major credit cards
Any questions please contact Mike Nason at 1-800-688-6889 x1022

Thank You

10/29/2021
[illegible]

Line #	Location:	Attributes
10	107	



Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 45

Item Price	Qty	Ext'd Price
$107.56	1	$107.56

PK # 2098

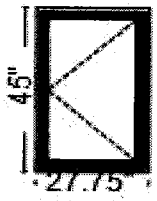
1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 146".

Line #	Location:	Attributes
15	107	

0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)

Item Price	Qty	Ext'd Price
$3.47	1	$3.47

Line #	Location:	Attributes
20	107	



Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 45, Brown

Item Price	Qty	Ext'd Price
$666.60	1	$666.60

PK # 2098

1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 146", Glazing Pressure = 70.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
25	107	**0B1V0001 - Integrated Roto Optr Pkg, LH**	$44.68	1	$44.68

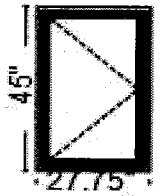
Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
30	107	**03WJ0000 - AS, DS, PL LH Casement Hinge And Slide Pkg**	$20.50	1	$20.50

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
35	107	**0B3HD001 - RH CHAMP CRK,CVR&LK LEVR PKG**	$16.03	1	$16.03

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
40	107	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**	$15.97	2	$31.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
45	107	**0CGED001 - CM DGP SS HDW - Champagne (1)**	$10.38	2	$20.76

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
50	106	**Replacement: Sash Only. Designer W/DGP, Casement Right, 27.75 X 45, Brown**	$666.60	1	$666.60



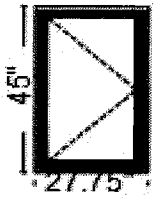
Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

PK #
2098

1: Non-Standard SizeNon-Standard Size Right Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 146", Glazing Pressure = 70.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
55	106	**Replacement: Locking Hardware. Designer W/DGP, Casement Right, 27.75 X 45**	$118.38	1	$118.38



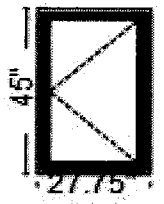
Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

PK # 2098

1: Non-Standard SizeNon-Standard Size Right Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Locking Hardware, Feb 1998 - Nov 2004
Wrapping Information: Perimeter Length = 146", Glazing Pressure = 70.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
60	117	**Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 45, Brown**	$666.60	1	$666.60



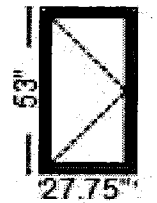
Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

PK # 2098

1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 146", Glazing Pressure = 70.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
65	GROUND FLOOR HALL	**Replacement: Sash Only. Designer W/DGP, Casement Right, 27.75 X 53, Brown**	$704.17	1	$704.17



Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Right Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
70	GROUND FLOOR HALL	**Replacement: Sash Only. Designer W/DGP, Sash Set, Fixed, 55.5 X 30.625, Brown**	$732.34	2	$1,464.68

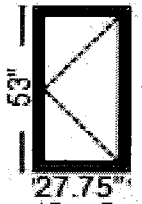
PK # 2098

Viewed From Exterior

Rough Opening: 55 - 1/2" X 31 - 1/8"

1: Non-Standard SizeNon-Standard Size Fixed Sash Set
Frame Size: 55 1/2 X 30 5/8
General Information: Standard, Clad
Service: Sash Only, Jan 1994 - Apr 2005
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 173", Glazing Pressure = 50.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
75	GROUND FLOOR HALL	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	4	$475.96



PK # 2098

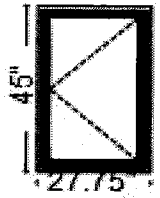
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
80	GROUND FLOOR HALL	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	4	$13.88

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
85	119	**Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 45, Brown**	$666.60	1	$666.60



Viewed From Exterior

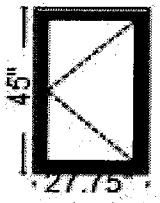
Rough Opening: 27 - 3/4" X 45 - 1/2"

PK #
2098

1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 146", Glazing Pressure = 70.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
90	119	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**	$15.97	2	$31.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
95	119	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 45**	$107.56	4	$430.24



Viewed From Exterior

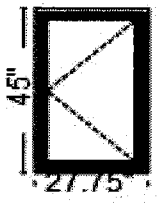
Rough Opening: 27 - 3/4" X 45 - 1/2"

PK #
2098

1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 146".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
100	119	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	4	$13.88

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
105	121	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 45**	$107.56	1	$107.56



Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

PK #
2098

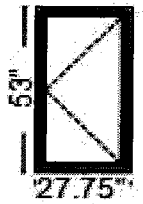
1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 146".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
110	121	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	1	$3.47

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
115	125	**03WJ0000 - AS, DS, PL LH Casement Hinge And Slide Pkg**	$20.50	1	$20.50

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
120	125	**0B3GD001 - LH CHAMP CRK,CVR&LK LEVR PKG**	$16.03	1	$16.03

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
125	125	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	3	$356.97



Viewed From Exterior

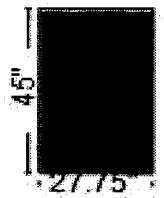
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
130	125	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	3	$10.41

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
135	123	**Replacement: Snap-In Between-The-Glass Blind Tilt-Only. Designer W/DGP, Casement Left, 27.75 X 45**	$295.60	1	$295.60



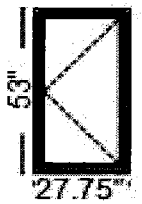
Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

PK # 2098

1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard
Service: Jan 1993 - Dec 2004
Unit Accessories: Snap-In Between-The-Glass Blind Tilt-Only, Low E, Champagne
Wrapping Information: Perimeter Length = 146".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
140	128	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98



Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
145	128	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
150	127	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98

Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
155	127	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes
160	129	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**

Item Price	Qty	Ext'd Price
$15.97	1	$15.97

Line #	Location:	Attributes
165	129	**0CGED001 - CM DGP SS HDW - Champagne (1)**

Item Price	Qty	Ext'd Price
$10.38	1	$10.38

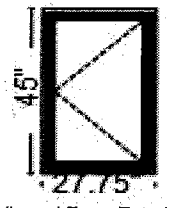
Line #	Location:	Attributes
170	131	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**

Item Price	Qty	Ext'd Price
$15.97	1	$15.97

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
175	133	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**	$15.97	1	$15.97

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
180	133	**0CGED001 - CM DGP SS HDW - Champagne (1)**	$10.38	1	$10.38

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
185	157	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 45**	$107.56	3	$322.68



Viewed From Exterior

Rough Opening: 27 - 3/4" X 45 - 1/2"

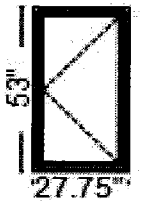
PK #
2098

1: Non-Standard SizeNon-Standard Size Left Casement
Frame Size: 27 3/4 X 45
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 146".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
190	157	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	3	$10.41

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
195	157	**03WK0000 - AS, DS, PL RH Casement Hinge And Slide Pkg**	$20.50	1	$20.50

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
200	201	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	5	$594.95



Viewed From Exterior

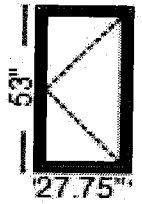
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
205	201	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	5	$17.35

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
210	203	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98



Viewed From Exterior

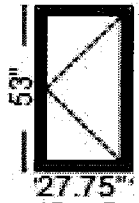
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
215	203	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	3	$10.41

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
220	204	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98



Viewed From Exterior

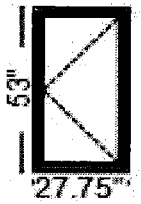
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
225	204	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
230	206	**Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 53, Brown**	$704.17	1	$704.17



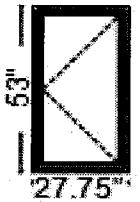
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
235	205	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	3	$356.97



Viewed From Exterior

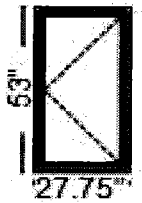
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
240	205	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	3	$10.41

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
245	207	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	3	$356.97



Viewed From Exterior

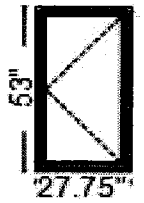
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
250	209	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**	$15.97	2	$31.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
255	209	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98



Viewed From Exterior

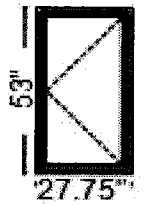
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
260	209	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
265	215	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	1	$118.99



Viewed From Exterior

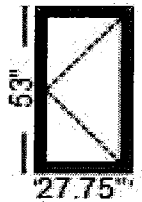
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
270	215	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	1	$3.47

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
275	221	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	1	$118.99



Viewed From Exterior

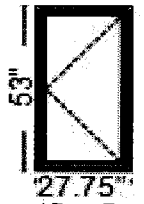
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
280	221	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	1	$3.47

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
285	223	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98



Viewed From Exterior

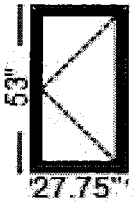
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
290	223	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
295	225	**Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 53, Brown**	$704.17	1	$704.17



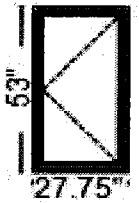
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
300	227	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98



Viewed From Exterior

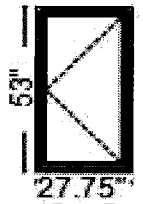
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
305	227	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
310	229	**Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 53, Brown**	$704.17	2	$1,408.34



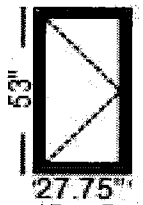
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
315	229	**Replacement: Sash Only. Designer W/DGP, Casement Right, 27.75 X 53, Brown**	$704.17	1	$704.17



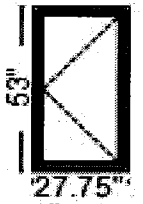
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Right Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
320	229	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	4	$475.96



Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
325	229	**03WJ0000 - AS, DS, PL LH Casement Hinge And Slide Pkg**	$20.50	2	$41.00

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
330	228	**03WJ0000 - AS, DS, PL LH Casement Hinge And Slide Pkg**	$20.50	1	$20.50

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
335	228	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	1	$118.99

Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

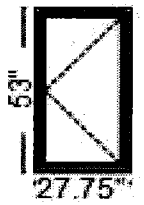
PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
340	228	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	1	$3.47

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
345	232	**03WJ0000 - AS, DS, PL LH Casement Hinge And Slide Pkg**	$20.50	1	$20.50

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
350	232	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	2	$237.98



Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
355	232	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
360	232	**0B3GD001 - LH CHAMP CRK,CVR&LK LEVR PKG**	$16.03	1	$16.03

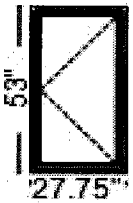
Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
365	231	**03WJ0000 - AS, DS, PL LH Casement Hinge And Slide Pkg**	$20.50	3	$61.50

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
370	231	**03WK0000 - AS, DS, PL RH Casement Hinge And Slide Pkg**	$20.50	1	$20.50

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
375	231	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	2	$6.94

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
380	231	**0CGED001 - CM DGP SS HDW - Champagne (1)**	$10.38	1	$10.38

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
385	231	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	1	$118.99



Viewed From Exterior

PK # 2098

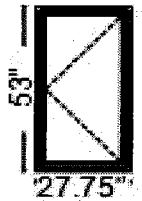
1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Rough Opening: 27 - 3/4" X 53 - 1/2"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
390	231	**0B3HD001 - RH CHAMP CRK,CVR&LK LEVR PKG**	$16.03	2	$32.06

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
395	231	**0B3GD001 - LH CHAMP CRK,CVR&LK LEVR PKG**	$16.03	1	$16.03

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
400	233	**Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 53, Brown**	$704.17	2	$1,408.34



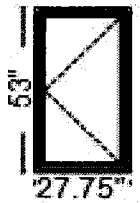
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
405	233	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	4	$475.96



Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK #
2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

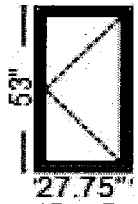
Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
410	233	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	4	$13.88

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
415	233	**0B3HD001 - RH CHAMP CRK,CVR&LK LEVR PKG**	$16.03	1	$16.03

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
420	233	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**	$15.97	1	$15.97

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
425	233	**0CGED001 - CM DGP SS HDW - Champagne (1)**	$10.38	1	$10.38

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
430	NORTH HALL	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	3	$356.97



Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
435	NORTH HALL	**Replacement: Sash Only. Designer W/DGP, Sash Set, Fixed, 55.5 X 30.625, Brown**	$732.34	3	$2,197.02

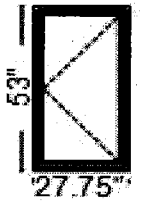
Viewed From Exterior

Rough Opening: 55 - 1/2" X 31 - 1/8"

PK # 2098

1: Non-Standard SizeNon-Standard Size Fixed Sash Set
Frame Size: 55 1/2 X 30 5/8
General Information: Standard, Clad
Service: Sash Only, Jan 1994 - Apr 2005
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 173", Glazing Pressure = 50.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
440	NORTH HALL	**Replacement: Locking Hardware. Designer W/DGP, Casement Left, 27.75 X 53**	$124.92	1	$124.92



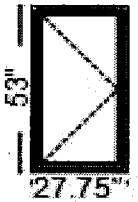
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Locking Hardware, Feb 1998 - Nov 2004
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
445	NORTH HALL	**Replacement: Sash Only. Designer W/DGP, Casement Right, 27.75 X 53, Brown**	$704.17	1	$704.17



Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

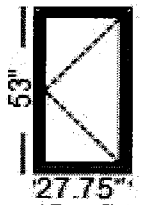
PK #
2098

1: Non-Standard Size Right Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
450	NORTH HALL	**0CJ8D001 - SS Operator Assembly w/ Screws, Champ (1)**	$15.97	1	$15.97

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
455	NORTH HALL	**0CGED001 - CM DGP SS HDW - Champagne (1)**	$10.38	1	$10.38

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
460	GROUND FLOOR CONF.	**Replacement: Sash Only. Designer W/DGP, Casement Left, 27.75 X 53, Brown**	$704.17	1	$704.17



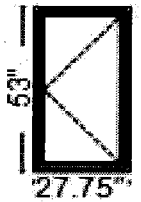
Viewed From Exterior

Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Sash Only, Jan 2000 - Apr 2005, No DGP Prep
Exterior Color / Finish: Standard Enduraclad, Brown
Interior Color / Finish: Unfinished Interior
Glass: Insulated Low-E Standard Argon Non High Altitude
Wrapping Information: Perimeter Length = 162", Glazing Pressure = 55.

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
465	TEACHER'S WORK ROOM	**Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53**	$118.99	1	$118.99



Viewed From Exterior

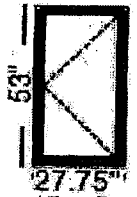
Rough Opening: 27 - 3/4" X 53 - 1/2"

PK # 2098

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
470	TEACHER'S WORK ROOM	**0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)**	$3.47	1	$3.47

ine #	Location	Attributes
475	GUIDANCE	



Viewed From Exterior

PK # 2098

Replacement: Full Screen Only. Designer W/DGP, Casement Left, 27.75 X 53

Item Price	Qty	Ext'd Price
$118.99	2	$237.98

1: Non-Standard Size Left Casement
Frame Size: 27 3/4 X 53
General Information: Standard, Clad
Service: Full Screen Only, Jan 1995 - Nov 2004
Screen: Champagne, Standard Fiberglass
Wrapping Information: Perimeter Length = 162".

igh Opening: 27 - 3/4" X 53 - 1/2"

ne #	Location	Attributes
80	GUIDANCE	

0CFRDA01 - 2004 Screen SS Hardware Pkg, CM, Champ (1)

Item Price	Qty	Ext'd Price
$3.47	2	$6.94

e #	Location	Attributes
35	None Assigned	

SVCLABOR - Service Labor Charges

Item Price	Qty	Ext'd Price
$450.00	1	$450.00

Thank You For Your Interest In Pella® Products

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

LLA WARRANTY:

la products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of ; contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and per management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in ; contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with la written warranties.

ar opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your al building code to ensure your Pella products meet local egress requirements.

the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, reafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

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BITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR LA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU IVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING PUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to awebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the erage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this tration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE LA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

er shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the urrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and r Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure nt and take such reasonable action to mitigate the impacts of such an event.

luct Performance Information:

actor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

anufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a ed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for y specific use.

esign Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door anufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the plicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable sts. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

r more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to w.pella.com/performance.

ANCH WARRANTY:

ORDER VERIFICATION

Please initial that the following have been reviewed and discussed.

livery Lead Time	_____	Cust Initial:_____	COD Amount	_____	Cust Initial:_____
stomer Satisfaction Survey		Cust Initial:_____	Warranty Reviewed*		Cust Initial:_____
edit Policy		Cust Initial:_____	Tailgate Delivery Only		Cust Initial:_____
stock/Cancellation Fees		Cust Initial:_____	Installation		Cust Initial:_____

e recommend that the warranty is read before installing any product. Our product should not be used in barrier Exterior Insulation and Finish Systems (EIFS). Pella makes no ranty of any kind on and assumes no responsibility for Pella Windows and Doors, installed in barrier EIFS. Pella is also not responsible and makes no warranty as to installation nsistent with Pella's installation instruction and high in home humidity (condensation, frost, and mold). Review all warranty disclaimers to ensure proper installation and oyment of Pella products. Detailed warranty information can be found at https://www.pella.com/support-center/warranties/ 10/10/2021 MN 10/10/2021

duct Type: _____	Cust. Initial: _____	Hardware Color: _____	Cust. Initial: _____
ntin Type: _____	Cust. Initial: _____	Clad Color: _____	Cust. Initial: _____
een Type: _____	Cust. Initial: _____	Interior Finish: _____	Cust. Initial: _____
nb: _____	Cust. Initial: _____	Screen Color: _____	Cust. Initial: _____
or Swing Verified? _____	Cust. Initial: _____	Glass Type: _____	Cust. Initial: _____
viewed from outside)		Blind Options: _____	Cust. Initial: _____

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

ed Date:_____

litional Comments:

RMS & CONDITIONS:

s Quote is Good for 30 Days.

ustomer Name (Please print)

Pella Sales Rep Name (Please print)

ustomer Signature

Pella Sales Rep Signature

ate

Date

Order Totals	
Taxable Subtotal	$21,878.85
Sales Tax @ 0%	$0.00
Non-taxable Subtotal	$450.00
Total	$22,328.85
Deposit Received	$0.00
Amount Due	**$22,328.85**

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

As used in this Arbitration Agreement, the terms listed below shall have the following meanings with such definitions applicable to both the singular and plural use of the terms.

- "**You**" and "**Your**" shall mean any purchaser of Pella Products, including multiple purchasers such as spouses, and anyone taking ownership or other interest in the Pella Products.
- "**Pella**" shall mean Pella Corporation.
- "**Disputes**", with the exception of disputes relating to the enforcement or validity of any intellectual property rights, shall mean all disputes arising out of or relating to Your Pella Products, including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of Your Pella Products.
- "**Pella Goods**" shall mean all Pella or Pella branded products or both acquired by You on or after February 10, 2017.
- "**Pella Services**" shall mean all services provided to You or previous owner by Pella or a Pella Branded Distributor, including, but not limited to, the installation and servicing of Your Pella Goods, on or after February 10, 2017.
- "**Pella Products**" shall mean "Pella Services" or "Pella Goods" or both where applicable.
- "**Pella Branded Distributor**" shall mean, where applicable, the dedicated and Pella branded distributor that sold and/or provides service for Your Pella Products.
- "**Class Action**" shall mean any legal proceeding, including a lawsuit or arbitration, in which one or more persons prosecute one or more claims on behalf of a larger group of persons.
- "**AAA**" shall mean the American Arbitration Association.
- "**ICDR**" shall mean the International Centre for Dispute Resolution.
- "**Arbitration**" or "**Arbitrate**" shall mean a final and binding dispute resolution process. For arbitrations commenced in the United States, the dispute resolution process shall be administered by the AAA pursuant to the terms of this Arbitration Agreement and the Federal Arbitration Act. For arbitrations commenced in Canada, the dispute resolution process shall be administered by the ICDR under the Canadian Arbitration Rules and subject to the laws of the applicable province.

YOU and Pella and its subsidiaries **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES**. In addition, if Your Pella Products were purchased directly or indirectly from a Pella Branded Distributor, You and the Pella Branded Distributor agree to Arbitrate Disputes and waive the right to have a court or jury decide Disputes. By agreeing to resolve Disputes pursuant to this Arbitration Agreement, **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You also waive all rights to arbitrate or litigate Disputes brought in a purported representative capacity or other consolidated basis on behalf of the following: the general public (such as a private attorney general), other homeowners, building owners or purchasers of Pella Products, or other persons similarly situated. The prohibition on proceeding as a member or representative in a Class Action shall apply notwithstanding any rules now or in the future to the contrary promulgated by the AAA or ICDR. This Arbitration Agreement does not preclude You from filing and pursuing Disputes in small claims court in Your state, municipality or province, so long as Your Disputes are pending with respect to Your claims only in that court and only on Your behalf.

You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership or other interest in Your Pella Goods. To opt out, You must send notice by email to pellawebsupport@pella.com, with the subject line: "Arbitration Opt-Out" or by calling 877-473-5527. Please provide to the best of Your ability in Your opt-out email or phone message the following information: (1) Your name and address; (2) the date on which You purchased or took ownership of Your Pella Goods; and (3) from whom the Pella Goods were purchased. These two specified ways for giving notice are the only effective ways for You to opt out of this Arbitration Agreement. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products.

If You are dissatisfied with our products or service, or otherwise have questions or concerns regarding Your Pella Products, please contact Pella Customer Service by calling 877-473-5527 or by mail at Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa 50219. If Pella Customer Service is unable to resolve Your concerns, as part of Your agreement to Arbitrate on an individual basis, we provide You, at Your option, a free facilitation program. As part of the facilitation program, we will assign someone within Pella who is not directly involved in the matter to attempt to facilitate a voluntary resolution between You and Pella. This facilitation program is entirely voluntary and You are not required to participate in order to initiate an Arbitration.

If You would like to learn more about Arbitration or intend to commence an Arbitration in the United States, the AAA information can be located at adr.org. If you would like to learn more about Arbitration or intend to commence an Arbitration in Canada, the ICDR information can be located at icdr.org. Any Arbitration between us shall be commenced with and administered by the AAA (or the ICDR where applicable) according to its AAA Commercial Arbitration Rules, including, where applicable, its Consumer Arbitration Rules (or the ICDR Canadian Arbitration Rules where applicable) in effect at the time You purchased or took ownership of Your Pella Products, as modified by this Arbitration Agreement. With the exception of the prohibition on Class Arbitration, the arbitrator shall have the authority to determine the validity and scope of this Arbitration Agreement, including challenges to its enforcement. As part of the Arbitration process, You agree to allow Pella to inspect Your Pella Products and the premises in which Your Pella Products were installed.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, or where appropriate, applicable Canadian law. If the Class Action waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be null and void. In all other respects it shall remain in full force and effect notwithstanding the invalidation or unenforceability of a term or provision.

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ADJUSTMENTS TO AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

TO THE OFFICE OF THE BUDGET COMMISSION, MEDINA COUNTY, MEDINA OHIO

The following adjustments have been approved by the Wadsworth City Board of Education and are here by certified to the Budget Commission by the Board's Treasurer

Fiscal Year: **2022**
Amended: **11/15/2021**
Amendment # **2**

[redacted]

Douglas D Beeman, Treasurer

FUND TYPE	BEG UNENC BALANCE	TAXES	ADJUSTMENT TO TAXES	OTHER SOURCES	ADJUSTMENT OTHR SOURCE	TOTAL
GOVERMENTAL FUND TYPES						
GENERAL FUND	$ 20,531,862.25	$ 27,653,700.00	$ 2,837,000.00	$ 26,157,285.05	$ 86,713.95	$ 77,266,561.25
SPECIAL REVENUE	$ 2,961,589.89	$ -	$ -	$ 4,346,033.74	$ -	$ 7,307,623.63
DEBT SERVICE	$ 8,203,909.17	$ 8,129,700.00	$ (1,057,350.00)	$ -	$ -	$ 15,276,259.17
CAPITAL PROJECT	$ 7,694,085.54	$ -	$ -	$ 6,144,494.98	$ -	$ 13,838,580.52
SPECIAL ASSESMENTS	$ -	$ -	$ -	$ -	$ -	$ -
PROPRIETARY FUND TYPES						
ENTERPRISE	$ 931,618.89	$ -	$ -	$ 1,960,460.00	$ -	$ 2,892,078.89
INTERNAL SERVICE	$ 82,933.98	$ -	$ -	$ 716,000.00	$ -	$ 798,933.98
FIDUCIARY FUND TYPES						
AGENCY/TRUST FUNDS	$ 81,533.00	$ -	$ -	$ 135,205.00	$ -	$ 216,738.00
TOTAL ALL FUND TYPES	$ 40,487,532.72	$ 35,783,400.00	$ 1,779,650.00	$ 39,459,478.77	$ 86,713.95	$ 117,596,775.44

FUND NAME	BEG UNENC BALANCE	TAXES	ADJUSTMENT TO TAXES	OTHER SOURCES	ADJUSTMENT OTHR SOURCE	TOTAL
GOVERNMENTAL						
001 - General Fund	$20,531,862.25	$ 27,653,700.00	$ 2,837,000.00	$ 26,157,285.05	$ 86,713.95	$77,266,561.25
Special Revenue						
018 - Principal's Fund	$ 56,752.05	$ -	$ -	$ 200,850.00	$ -	$ 257,602.05
019 - Other Local Grants	$ 69,641.95	$ -	$ -	$ 56,000.00	$ -	$ 125,641.95
025 - Computer Network - Library	$ -	$ -	$ -	$ -	$ -	$ -
029 - Scholarship's Fund	$ 95,177.94	$ -	$ -	$ -	$ -	$ 95,177.94
034 - Classroom Facilities Maintenance	$ 2,457,021.88	$ -	$ -	$ 356,505.00	$ -	$ 2,813,526.88
300 - District Managed Activities	$ 138,030.76	$ -	$ -	$ 437,475.00	$ -	$ 575,505.76
401 - Auxiliary Services	$ 6,245.38	$ -	$ -	$ 226,223.00	$ -	$ 232,468.38
432 - E.M.I.S.	$ -	$ -	$ -	$ -	$ -	$ -
440 - Entry Year Mentor Program	$ -	$ -	$ -	$ -	$ -	$ -
451 - Data Communication	$ -	$ -	$ -	$ 14,400.00	$ -	$ 14,400.00
452 - SchoolNet Professional Dev.	$ -	$ -	$ -	$ -	$ -	$ -
459 - Ohio Reads Grant	$ -	$ -	$ -	$ -	$ -	$ -
460 - Student Intervention Grant	$ -	$ -	$ -	$ -	$ -	$ -
467 - Student Wellness & Success Fund	$ 129,715.61	$ -	$ -	$ -	$ -	$ 129,715.61
499 - Misc State Grants	$ -	$ -	$ -	$ 41,319.74	$ -	$ 41,319.74
504 -Education Jobs Bill	$ -	$ -	$ -	$ -	$ -	$ -
507 -ESSER (Cares Act)	$ -	$ -	$ -	$ 1,173,098.00	$ -	$ 1,173,098.00
510 - CRF Grant	$ -	$ -	$ -	$ -	$ -	$ -
516 - IDEA - B	$ 0.41	$ -	$ -	$ 1,102,516.00	$ -	$ 1,102,516.41
524 - Perkins Grant	$ 6,224.91	$ -	$ -	$ 212,757.00	$ -	$ 218,981.91
532 - State Fiscal Stabilization Fund	$ -	$ -	$ -	$ -	$ -	$ -
533 - Title II-D Technology	$ -	$ -	$ -	$ -	$ -	$ -
572 - Title I	$ -	$ -	$ -	$ 393,094.00	$ -	$ 393,094.00
573 - Title V-Innovate	$ -	$ -	$ -	$ -	$ -	$ -
584 - Title IV-A	$ -	$ -	$ -	$ 25,972.00	$ -	$ 25,972.00
587 - IDEA Preschool - Handicapped	$ -	$ -	$ -	$ 25,046.00	$ -	$ 25,046.00
588 - E-Rate	$ -	$ -	$ -	$ -	$ -	$ -
590 - Improving Teacher Quality	$ 2,779.00	$ -	$ -	$ 80,778.00	$ -	$ 83,557.00
599 - Misc Federal Grants	$ -	$ -	$ -	$ -	$ -	$ -
Total Special Revenue	$ 2,961,589.89	$ -	$ -	$ 4,346,033.74	$ -	$ 7,307,623.63

FUND NAME	BEG UNENC BALANCE	TAXES	ADJUSTMENT TO TAXES	OTHER SOURCES	ADJUSTMENT OTHR SOURCE	TOTAL
GOVERNMENTAL (cont)						
Debt Service						
002 - Bond Retirement	$ 8,203,909.17	$ 8,129,700.00	$ (1,057,350.00)	$ -	$ -	$ 15,276,259.17
				$ -		
Total Debt Service	$ 8,203,909.17	$ 8,129,700.00	$ (1,057,350.00)	$ -	$ -	$ 15,276,259.17
Capital Projects						
003 - Permanent Imp Fund	$ 230,234.36	$ -	$ -	$ 44,494.98	$ -	$ 274,729.34
004 - Building Construction Fund	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
010 -Classroom Facilities (OFCC)	$5,345,971.70	$ -	$ -	$ -	$ -	$ 5,345,971.70
071 - Sales Tax Grants	$2,117,879.48	$ -	$ -	$ 2,100,000.00	$ -	$ 4,217,879.48
450 - School Net Fund	$ -	$ -	$ -	$ -	$ -	$ -
Total Capital Projects	$ 7,694,085.54	$ -	$ -	$ 6,144,494.98	$ -	$ 13,838,580.52
Special Assessments	$ -	$ -	$ -	$ -	$ -	$ -
PROPRIETARY						
Enterprise						
006 - Food Service	$ 883,722.20	$ -	$ -	$ 1,336,500.00	$ -	$ 2,220,222.20
009 - Uniform School Supply	$ 25,109.55	$ -	$ -	$ 50,000.00	$ -	$ 75,109.55
011 - Customer Service	$ -	$ -	$ -	$ 293,829.00	$ -	$ 293,829.00
012 - Adult/Community Ed.	$ -	$ -	$ -	$ -	$ -	$ -
013 - Recreation Community Center	$22,787.14	$ -	$ -	$ 40,131.00	$ -	$ 62,918.14
020 - Extend Learning (Bear Cub)	$0.00	$ -	$ -	$ 240,000.00	$ -	$ 240,000.00
Total Enterprise	$ 931,618.89	$ -	$ -	$ 1,960,460.00	$ -	$ 2,892,078.89
Internal Service						
014 - Four Cities Compact	$ 66,310.88	$ -	$ -	$ 455,000.00	$ -	$ 521,310.88
024 - Insurance Fund	$ 16,623.10	$ -	$ -	$ 261,000.00	$ -	$ 277,623.10
Total Internal Service	$ 82,933.98	$ -	$ -	$ 716,000.00	$ -	$ 798,933.98
FIDUCIARY						
Trusts						
007 - Special Trust Funds	$490.80	$ -	$ -	$ 5,260.00	$ -	$ 5,750.80
Agency						
017 - SD Library Construction Fund	$ -	$ -	$ -	$ -	$ -	$ -
022 - District Agency Funds (AIM)	$ 44,936.68	$ -	$ -	$ 31,420.00	$ -	$ 76,356.68
200 - Student Activities	$ 36,105.52	$ -	$ -	$ 98,525.00	$ -	$ 134,630.52
				$ -		
Total Fiduciary	$ 81,533.00	$ -	$ -	$ 135,205.00	$ -	$ 216,738.00

ANNUAL APPROPRIATION RESOLUTION

CITY, EXEMPTED VILLAGE, JOINT VOCATIONAL OR LOCAL BOARD OF EDUCATION

Rev. Code, Sec. 5705.38

Permanent #2

The Board of Education of the Wadsworth City School District, Medina County, Ohio, met in regular session the 15th day of November, 2021 at Wadsworth High Schools with the following members present:

_____ Julie Batey
_____ Amanda Gordon
_____ Linda Kramer
_____ Gary McComas
_____ Jill Stevens

_____ moved the adoption of the following resolution:

BE IT RESOLVED by the Board of Education of the Wadsworth City School District, Medina Co., Ohio, that to provide for the current expenses and other expenditures of said Board of Education, during the **fiscal year, ending June 30, 2022**, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

ALL FUNDS TYPES

Governmental Fund Types

Fund Class/Name	Fund Number/SCC	Total Appropriation
General Fund Class		
General Fund	001	**51,635,678.00**
Special Revenue Class		
Principal's Fund	018	159,138.00
Other Local Grants	019	100,228.00
Computer Network - Library	025	0.00
Frank H. Close Scholarship	029	19,700.00
Classroom Facilities	034	153,000.00
District Activities	300	466,244.25
Auxiliary Services	401	226,182.00
EMIS	432	0.00
Entry Year Mentor Program	440	0.00
Data Communications Fund (OneNet)	451	14,400.00
SchoolNet Professional Development	452	0.00
OhioReads Grant	459	0.00
Student Wellness & Success Funds	467	129,715.00
Misc. State Grants	499	23,600.00
Education Jobs Bill	504	0.00
ESSER (Cares Act)	507	1,096,229.99

Fund Class/Name	Fund Number/SCC	Total Appropriation
Coronovirsu Response Fund	510	0.00
IDEA-B / Access Grant	516	979,144.23
Carl Perkins	524	199,367.00
Fiscal Stabilization Fund	532	0.00
Title II-D Technology	533	0.00
Title I-TA	572	378,325.76
Title V- Innov.	573	0.00
Title IV SDFSC	584	25,971.57
Early Childhood Special Education -IDEA	587	25,046.00
E-Rate	588	0.00
Title II-A Teacher Quality	590	76,767.00
Misc. Federal Grants	599	0.00
Total Special Revenue Class		**4,073,058.80**
Debt Service Fund Class		
Bond Retirement Fund	002	**8,080,656.26**
Capital Project Fund Class		
Permanent Improvement Fund	003	35,000.00
Building Construction Fund	004	3,807,027.53
Classroom Facilities (OSFC)	010	4,000,000.00
Sales Tax Capital Grants	071	1,841,039.34
SchoolNet/SchoolNet Plus	450	0.00
Total Capital Project Fund Class		**9,683,066.87**
Proprietary Fund Types		
Enterprise Fund Class		
Food Services	006	1,319,727.04
Uniform School Supplies Fund (USS)	009	48,410.00
Customer Services Fund	011	288,650.00
Community/Adult Education	012	0.00
Recreation Community Center	013	54,000.00
Extended Learning (Bear Cub)	020	234,914.92
Total Enterprise Fund Class		**1,945,701.96**
Internal Service Fund Class		
Four-Cities Compact	014	444,500.69
Self Insurance Fund	024	263,600.00
Total Internal Service Fund Class		**708,100.69**

Fund Class/Name	Fund Number/SCC	Total Appropriation
Fiduciary Fund Type		
Trust Fund		
Special Trust Funds	007	**5,662.00**
Agency Fund		
School District Library Construction Fund	017	0.00
District Agency Funds	022	17,644.00
Student Activities	200	80,220.00
Total Agency Fund Class		**97,864.00**

Total Appropriations - All Fund Types **$76,229,788.57**

_____ seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Jill Stevens _____
Julie Batey _____
Amanda Gordon _____
Linda Kramer _____
Gary McComas _____

CERTIFICATE

Section 5705.39 R.C. - "No appropriation measure shall become effective until there is filed with the appropriating authority by the county auditor a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure."

The State of Ohio, Medina County, ss.

I, Douglas D. Beeman, Treasurer of the Board of Education of the Wadsworth City School District, in said county, and in whose custody the Files, Journals and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is taken and copied from the original Resolution now on file with the said Board, that the same is a true and correct copy thereof.

Witness my signature, this 15th day of November, 2021.

[redacted]

Treasurer of the Board of Education for the Wadsworth City School District
Medina County, Ohio

Wadsworth City Schools
Fiscal Year 2022 – Five-Year Forecast
November 2021
EXECUTIVE SUMMARY

The first two pages of this report comprises the Executive Summary, which is intended to provide a summary of the Five-Year Forecast and highlight changes.

For a complete understanding of the Forecast, readers are encouraged to read the Assumptions that follow the Executive Summary.

REVENUE:

Local Property and Public Utility Personal Property Tax collections:

- The voters of Wadsworth City Schools approved a 6.7 mil and 2.4 mil combination operating and bond levy on November 2, 2021.
  - Fiscal Year 2022 general property taxes are projected to increase 13.7% over FY 2021 because of the levy being implemented for the second half of collection in the fiscal year.
  - Fiscal Year 2023 general property taxes are projected to increase 14.9% as the levy phases in during the first half of collections for FY 2023.
- FY 2022 PUPP taxes - The Nexus pipeline continues to be valued at a fraction of the projected valuation due to Nexus appeals. The Forecast continues to project a PUPP at the appealed values until we hear different from the Ohio Department of Taxation.

- **House Bill 110:** The FY 2022-2023 Biennial Budget was finalized in June 2021. The Budget Bill implemented an entirely new school funding formula for Ohio. The implementation of the Fair School Funding Plan (FSFP) turns the Ohio School Funding system upside down. See the assumptions for a further explanation of the FSFP and its impact on Wadsworth City Schools.

  The district is scheduled to receive the following in Elementary and Secondary School Emergency Relief grants (ESSER). Certain allowable expense from the general fund (five year forecast) will be paid from the ESSER grant over fiscal years 2022, 2023 and 2024. The Five-Year Forecast accounts for these expenses returning to the general fund in FY 2023 and FY 2025 accordingly.

ESSER I	$282,620
ESSER II	$1,169,299
ESSER ARP	$2,616,708

For addition information see salaries and supplies in the accompanying assumptions.

EXPENDITURES:

- **Salaries:**
  - FY 2022 Wages are projected to increase 6.36% due to staff previously paid from grants returning to the General Fund. For further discussion see the related assumptions.

- **Federal Grants:**
  - **IDEA-B:** The IDEA-B Special Education Grant funds salaries for nine (9) special education teachers.
  - **IDEA**-B ARP: The American Recovery Plan provided additional IDEA grant funds. Three new FT special education teaching positions are funded by the grant this year. These teachers will be funded by the general fund in FY 2023.
  - **Title I:** The Title I Grant primarily funds our K-8 tutors. In addition, beginning in the 2016-17 school year, we funded 1½ teachers at Lincoln Elementary utilizing Title I. We continued to fund these positions for the current school year but beginning next year (FY 2023) one of the teachers at Lincoln may need to be paid from the General Fund unless the Title I allocation is greater than we anticipate. The Forecast accounts for this change beginning in FY 2023.
  - **ESSER Grants:** The ESSER grants are funding three certified positions this year and will continue through FY 2024.

- **Healthcare Renewal:**
  - The District received a 0% renewal on health care for FY 2022 a savings of over $2.M compounded over the life of the Forecast.
  - Health Care renewals the past six years:

FY 2017	5.16%	FY 2020	0.00%
FY 2018	2.33%	FY 2021	0.00%
FY 2019	4.85%	FY 2022	0.00%

- **Advances In /Out:** There is a $4+M advance into and out of the General Fund. This large advance is a product of our construction project and the negative balance in the Building Fund (004). Once close out is completed with the OFCC, the 004 fund will be made whole by the 010 OFCC fund and the City of Wadsworth.

- **Purchased Services:** The FSFP changes how students are counted from the district of residence to the district of attendance. This change will decrease expenses in the purchased services category for tuition to public charter schools. For more information see the State Aid section of the assumptions.

- **Textbooks:** (line 3.040 – supplies) as outlined in the assumptions on page 14, textbooks have been moved to the Medina County Sales Tax Fund for FY 2022 and 2023.

Wadsworth City Schools
Fiscal Year 2022 - Five-Year Forecast
November 2021
ASSUMPTIONS

Overview

This financial report is published by the Treasurer of the Wadsworth City School District in good faith and within the scope of his employment. Said Forecast and the underlying assumptions will be presented to the Wadsworth City Board of Education at its Regular Meeting on November 15, 2021.

The Forecast and Assumptions are intended to provide the Board of Education and the Wadsworth Community with information about the current financial status of the District, as well as the projected future. The information presented in the Five-Year Forecast is supported by the underlying assumptions. In order for the Board and Community to better understand the Forecast, they are encouraged to read and understand the supporting assumptions.

The Forecast is in the first year of HB 110 (the biennial budget) passed by the legislation in June of 2021. The biennial budget phases in the Fair School Funding Plan (FSFP). The legislation for the FSFP is in law for two years and incorporates a six-year phase in. The legislature will reevaluate the FSFP after two years to determine if the plan should continue and complete the phase in.

Funding formulas, referred to as the SF-3, PASS and the Bridge Formula for Ohio's public school districts were eliminated in previous budget bills. Under the K-12 education funding formula, school districts are either on the guarantee, the formula or are a capped district. Schools on the guarantee receive the same State Aid as the previous year, schools on the formula receive the amount of funding the formula calculates and schools that are capped were scheduled to receive additional aid but are capped at a certain percentage above what they received in the previous fiscal year. The FSFP does incorporate caps and guarantees into the new funding formula as well. See the Unrestricted Aid Section for more information on the 2020-21 Biennial Budget and State Aid.

The FSFP was the work of Superintendents and Treasurers over the past three plus years. The group worked with House Representatives Cupp and Patterson to develop a new funding solution for public school districts across the State of Ohio. The Cupp-Patterson plan or Fair School Funding Plan (FSFP) was part of HB 110 the FY 2022 and 2023 Biennial Budget and is phased in over the next six years. The Forecast has been updated from May to account of the Fair School Funding Plan.

This Forecast includes the General Fund only. Information related to all other funds of the District can be found on the Certificate of Revenue and the Annual Appropriations Resolution. In this fiscal year, the General Fund is projected to account for 67% of all expenditures.

As with any projection, accuracy diminishes the further one speculates into the future. There are three State Biennial Budgets within the five years of this projection.

General Fund Revenue

1.010 Property Tax (Real Estate)

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
General Property Tax (Real Estate)	$22,448,127	$25,792,016	$26,307,856	$26,570,935	$27,102,353

Real estate taxes account for 42.9% of our projected revenue (last year = 39.7%) in the general fund. The increase is a result of the November 2, 2021 6.7 mil operating levy. Our assessed valuation is the core component of real estate taxes and an involved part of the State funding formula. Medina County experienced a triennial update in 2016 and a reappraisal in 2019.

Wadsworth City Schools assessed valuation (AV) increased 2.3% for 2014 (collection year 2015), 1.6% for 2015 (collection year 2016), 12.7% for 2016 (collection year 2017), 1.47% for 2017 (collection year 2018), 4.4% for 2018 (collection year 2019), 15.4% for 2019 (collection year 2020) and .79% for 2020 (collection year 2021). However, due to HB 920, districts see little additional (or loss of) revenue from a reappraisal or triennial update years. HB 920 rolls back the effective millage on voted levies, thus the district receives no additional (or loss) of revenue because of reappraisal on voted levies. The district will gain revenue on the inside millage and new construction. Much of the increase for 2019 is related to PUPP (Nexus Pipeline).

Key components of line 1.010 of the Forecast are:

- FY 2022 and 2023 – phase in of the 6.7 mil operating levy resulting in 13.7% and 14.9% projected increases in revenue.
- 1% increase for years three, four and five of the forecast.

1.020 Tangible Personal Property Tax and Public Utility Personal Property

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Tangible Personal Property Tax (Public Utility)	5,861,222	6,096,082	6,349,020	6,626,541	6,616,420

The 2009 Biennial Budget eliminated the Tangible Personal Property (TPP) tax on the business community and thus began phasing out a major source of local revenue to school districts throughout the State of Ohio. In FY 2012, the Wadsworth City Schools local TPP revenue was eliminated but, continued to receive TPP reimbursements from the State through FY 2016. The District continues to receive Public Utility Personal Property (PUPP) taxes. PUPP values have continued to grow in recent years, providing most of the District's increases in local tax collections.

The Nexus gas transmission pipeline was completed in Medina County in 2018 and appeared on the 2019 tax duplicate. The PUPP assessed valuation initially increased over $24M for calendar year 2019 (paid in 2020) primarily due to the Nexus Pipeline. This increase in values were projected to bring an additional $1.5M in taxes. However, Nexus has filed two appeals requesting to reduce their values by a total of 52%. In addition, Nexus tender paid their 2019 tax bill; therefore, reducing the FY 2020 collections from what was projected. The Ohio Tax Commissioner overruled the Nexus appeal. Nexus has taken their appeal to the Board of Tax Appeals, and we are still waiting on a decision. Once the appeal case is settled, the difference, if any, must be paid by Nexus.

Therefore, upon advice of professionals, the District projects to receive about 48% of the anticipated additional revenue.

Key components of line 1.020 of the Forecast are:

- FY 2019 fall collections (pre Nexus) were up 37% from the previous year
- Nexus values (at 48%) included in FY 2020 - 2024
- Between 4 and 5% increase in FY 2022-2026

As more information becomes available regarding values associated with the pipeline, the Board of Education will be updated.

1.035 Unrestricted Grants in Aid (State Aid)

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Unrestricted State Grants-in-Aid	18,770,360	18,844,689	19,030,256	19,217,678	19,406,975

History: HB 166 the 2020-2021 Biennial Budget (passed in the summer of 2019) suspended the current education funding formula. The suspended state aid formula followed the basic premise of enrollment (known as ADM) x Basic Aid ($6,020) X the State Share Index. Based on the output of the formula, districts were either on the guarantee, formula or capped.

- **Guarantee** - If your formula aid was less than what you received in FY 2019, you were guaranteed to receive at least your FY 2019 funding.
- **Capped** - If your formula amount was higher than a percentage determined by the legislature, then you were capped at that amount.
- **Formula** - If you fell in between and were actually funded at the formula amount, you were considered a "Formula District".

During Fiscal Years 2016 and 2017, Wadsworth City School District was funded on "The Formula". Beginning in FY 2018 due to an enrollment decrease of 100 students and the basic aid allowance from the State only increasing by $10.00 per student, Wadsworth (along with 201 other districts) transitioned to the Guarantee. In essence, every district in the state of Ohio is on the Guarantee for FY 2020 and FY 2021 (Formula Suspended). The new Guarantee amount is the FY 2019 funding level. Due to the Pandemic State aid was further reduced by Governor DeWine in May of 2020. The net loss in state aid over FY 2020 and 2021 was $1,297,378. State Aid has been very vulnerable the past four years.

The future: FY 2022 and 2023 Biennial Budget (HB 110):

HB 110 the current Biennial budget phases in the Fair School Funding Plan (FSFP). Instead of funding a basic aid amount as all previous funding formulas did, the FSFP calculates a Base Cost that is unique to every district. The Base Cost is determined based on four funding areas. These are Direct Classroom Instruction (DCI), Instruction and Student Services (ISS), Building Leadership and Operations (BLO), and District Leadership and Accountability (DLA). An example of DCI are regular classroom teachers. The chart below demonstrates one of the calculation for funding regular education teachers:

Base Cost:

Grade level	# of Students
K	20
1-3	23
4-8	25
9-12	27
Career Tech	18

As an example, a district with 110 Kindergarten students would receive funding for 5.5 teachers at $62,193 + 16% for benefits and $13,894 for health care insurance per teacher. Therefore, under the formula this district would receive $473,211.34 to fund regular education teachers for kindergarten. This is just one example of DCI. A similar formula is used for the other components of DCI as well as ISS, BLO and DLA. However, the new formula allows for flexibility. A district is not required to spend $473,211.34 on kindergarten. This is simply their funding amount when combined with all the other components of the formula develops the district's unique base cost.

Local Capacity: There is still a local capacity (formerly known as the State Share Index) component to the FSFP. The FSFP assumes local funds are raised and are accounted for in the new formula. To say it another way a district will not receive the full $473,894 noted above for kindergarten. A percentage of the funding is assumed to be raised locally based on the components listed below. The Local Capacity determined on the components listed below will develop a percentage of the Base Cost that a district will receive. This is like the State Share Index in the previous formula but removes the fluid comparison to other districts that made the state share index inadequate:

- Total Assessed Valuation per pupil (60%)
- Median Adjusted Gross Income per pupil (20%)
- Weighted Adjusted Gross Income per pupil (20%)

Categorical Funding: In addition, the FSFP includes categorical funding that is not part of the base costs. These include Special Education, Career Tech, ELL, Gifted, Disadvantage Pupils, Targeted Assistance, Transportation and Preschool. Categorical funding is restricted in nature.

Student Count: The other major change in the FSFP is how students are counted. In previous funding formulas a student was counted based on the district of residence not the district of attendance. If a Wadsworth resident student attended public charter school, the student was first counted in Wadsworth, and we receive our state share of funding for that student. We were then charged "tuition" for that student to attend the public charter school. In the case of Wadsworth this resulted in a net loss of about $3,000 per student that attend a charter school. Under the FSFP students are counted in the district of attendance. Therefore, a Wadsworth resident attending a public charter school will no linger be included in our count saving the district nearly $1M in tuitions costs. See the purchased services for additional information on this change.

Key components of line 1.035 of the Forecast are:

- The projections for FY 2022 and 2023 are based on the projections provided by the State in June of 2021. The Ohio Department of Education is currently funding schools in Ohio based on the old funding formula. ODE plans to start funding schools on the new formula in December retroactive to July of 2021. Therefore, with limited data from the State it is difficult to project a district's funding under the FSFP.

Casino Funding: In FY 2022 Ohio Casino Tax is projected to increase. Revenues were down in FY 20 and FY 21 due to the closure of the casinos for a short period of time during the pandemic. FY 2022 has casino revenue returning to pre-pandemic levels. The law mandates the casinos to pay a 34% tax rate and 33% of the tax is earmarked for school districts in Ohio to be distributed on a per student basis. The law also implies that this money goes to education outside the funding formula and should not be part of the SFPR or FSFP formula but is included on line 1.035.

- Nearly $1.4M in revenue projected over the life of the Forecast from the Ohio Casino Tax.

1.040 Restricted State Grants in Aid

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Restricted State Grants-in-Aid	683,000	683,000	683,000	683,000	683,000

The Fair School Funding Plan (FSFP) added components to Restricted State Aid. Historically, restricted State Aid was primarily career technical education as well as special education related to catastrophic cost reimbursements. With the implementation of the FSFP restricted aid is expanded beyond career tech and catastrophic costs to include disadvantaged pupil impact aid (DPIA) or what was previously known as Student Wellness and Success Funds (SWSF). In the previous biennial budget, SWSF were accounted for outside of the general fund and five-year forecast in fund 467. In the FSFP, SWSF (now known as DPIA) are part of the general fund and the five-year forecast. In addition, categorical funding (restricted aid) for career tech and special education is calculated using weights as opposed to dollar amounts. Under the SFPR these categories were funded using a flat dollar amount as determined by the legislation during the budget process. Using weights will allow the amount of funds growing toward these restricted categories to naturally increase as the Base Cost (see discussion in unrestricted State Aid) increases.

- Due to limited information from the Ohio Department of Education on the breakdown between restricted State Aid and unrestricted State Aid the forecast does not reflect a change in unrestricted State Aid. The State has provided an overall State Aid funding amount for the current biennium. Therefore, 100% of the increase is currently accounted for in unrestricted State Aid.

The second primary source of revenue is Catastrophic Cost reimbursements for Special Education students. Catastrophic Costs are reimbursements from ODE for qualifying special needs students the district provides services for above a certain price point depending on their disability.

- In years 2021-2025, the Forecast is not projecting an increase in Catastrophic Cost reimbursements. Further, under the FSFP the amount of funding allocated to special

education in the categorical funding has been reduced to fund catastrophic cost reimbursements.

1.050 Homestead Exemption, 10% Rollback and Tangible Personal Property Reimbursement

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Property Tax Allocation	2,482,625	2,482,625	2,482,625	2,482,625	2,482,625

Homestead Exemption: The 10% and 2.5% rollback of property taxes changed with the 2009/2010 Biennial Budget. The State increased the eligibility of seniors for this credit. In addition, HB 59 (2014-15) eliminated this reimbursement on future levies. All current levies continue to receive this reimbursement.

- The Forecast projects a 1% decrease in Homestead Exemption for each year.

1.060 All Other Revenues (Local Income)

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
All Other Revenues	2,016,263	2,149,503	2,170,854	1,932,320	1,943,900

There are six primary revenue sources to All Other Revenues:

1. Tuition (open enrollment, special education, preschool and summer school)
2. Extracurricular activities assessment
3. Student-paid fees and fines
4. Investment income (declining interest rates)
5. Medicaid reimbursements
6. Revenue Sharing Agreements with the City of Wadsworth related to Tax Abatements

- With the implementation of the FSFP and the change in the way students are counted (district of attendance vs. district of residence), the calculation for open enrolled student will be impacted. No longer will district's receive tuition payments for incoming open enrolled students and no longer will districts pay tuition for students leaving their district through open enrollment. However, since the State has yet to implement the FSFP formula and the data to project this information is limited. We have been advised by professionals, if you do not rely heavily on open enrollment in or out, the change in funding will not create an overall change to your budget. Therefore, for consistency purposes the open enrollment in and out numbers have not been adjusted. Once additional information is available these number may be adjusted.
- The activity assessment fee is projected to be stable over the life of the Forecast. There are currently no plans to increase or eliminate the activity assessment fee.
- Investment income is projected to decrease in FY 2022 as funds available for investment decrease. In addition, interest rates remain very low. Investment income is expected to increase in the later years of the forecast with the passage of the levy and as additional funds become available.
- Medicaid reimbursements are projected to remain consistent.

2.050 Advances – In

- Advances-In reflected on line 2.050 are a result of the advances to 004 LFI Construction Fund in FY 2018 - FY 2022. These advances are needed until the OFCC releases the money in the 010 fund to cover these deficits. The Advance-In directly impacts total revenue and line 6.010 excess revenue and other financing sources.

2.060 Other Financing Sources

- Other sources include Sale of District Assets and Refunds of Prior Year Expenditures. Last year the district received BWC rebates in FY 2020 and FY 2021. We are not projecting significant revenue sources for line 2.060 in future years of the Forecast.

2.080 Revenue Summary

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Total Revenues and Other Financing Sources	56,734,699	56,202,914	57,278,611	57,768,099	58,490,273

The Forecast projects an increase in FY 21 revenue of 4.28% primarily due to the passage of the 6.7 mil operating levy.

Major issues affecting revenue:

- New 6.7 mil operating levy
- State Aid – implementation of the FSFP
- Volatile investment income
- Advance In

General Fund Expenditures

3.010 Salaries and Wages

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Personnel Services	31,958,832	34,045,028	35,743,436	38,352,597	40,653,753

Salaries and wages projected to **increase** 6.36% over FY 2021 (as compared to a 4.61% increase for the same period last year). The district added eight teaching positions**. Seven of the eight positions are funded using federal grants and are not accounted for in the forecast until FY 2023 and FY 2025 respectively. However, there are three positions funded under the Cares Act for FY 2021 that returned to the general fund in FY 2022.**

- Beginning in FY 2017, the District contracted with Renhill and the Summit County ESC for substitute teacher services. Therefore, our substitute services moved from the Salaries (line 3.010) to the Purchased Services (line 3.030) of the Forecast.

- The District and the Wadsworth Education Association (WEA) are in the second year of a three-year contract that continues through June 30, 2023. The Agreement includes step increases for eligible employees and a base increase in each year of the contract. In addition, employees pay 11% of the cost for health care insurance each year of the contract.

- The District and the Wadsworth Education Support Personnel Association (WESPA) are in the second year of a three-year contract that continues through June 30, 2023. The WESPA Agreement includes step increases for eligible employees and a base increase in each year of the contract. In addition, employees will pay 6% / 9% (Family / Single) of the cost for health care insurance.

- The 2021-22 salaries and benefits are projected to be 82.1% of General Fund Expenditures (compared to 81% last year).

- The District's 2021-22 teaching staff consists of 279 full-time and 9 part-time teaching professionals. We have 13 licensed professionals working as tutors in the District (7 tutors are funded with grant money and are not part of this Forecast), 21 Licensed Administrators and 17 Exempt Salaried employees (4 of the exempt salaried employees are not paid from the General Fund).

- If District enrollment continues to decline, we must continue to monitor our staffing and reductions may need to be made. The Forecast currently does not account for any reductions in staff.

- The following staffing changes are accounted for:

  - **2021-22** school year includes increases as follows:
    - Special Education:
      - Special education teachers **(+4 FTE)**
        - 3 positions are funded for FY 2022 under the IDEA-B America Recovery Plan (ARP) Grant.
        - These positions are funded out of the general fund for FY 2023- 2026.
    - High School:
      - H.S. marketing teacher **(-.5 FTE)**
      - Opportunity school teacher **(+1 FTE)**
        - This position is funded out of the ESSER grant through FY 2024.
      - School counselor **(+1 FTE)**
        - This position is funded out of the ESSER grant through FY 2024.
    - Elementary:
      - Isham first grade teacher **(+1 FTE)**
        - This position is funded out of the ESSER grant through FY 2024.
    - Sacred Heart:
      - School psychologist **(+1 FTE)**
        - This position is funded out of the IDEA -B grant non-public allocation.

- Grant Money:
    - **SWSF:** In FY 2021 40% of elementary school counselors were paid out of the SWSF (fund 467) as part of the Governor's student wellness initiative. These salaries have been moved back to the General Fund for FY 2022. See discussion in the State Aid portion of the assumptions for more information on SWSF and Disadvantaged Pupil Impact Aid.

    - **CARES Act**: Three of the Wadsworth Wired teachers from CIS were funded out of the CARES Act grant for the 2020-21 school year. These teaching positions were transitioned back to the General Fund for the 2021-22 school year resulting in an increase of 3 FTE staff to the General Fund.

    - **Title I:** One teacher at Lincoln (school-wide Title building) and a part-time Reading Coach are funded by the Title I grant in 2021-22. We were able to keep these two positions (1.5 FTE) funded by the grant because two Title I funded tutors were moved to the General Fund in FY 2020. Beginning with the 2022-23 school year, the Title I teacher will also be paid from the General Fund.

- **2023, 2024, 2025 and 2026:**
    - The Forecast includes an allowance for wage increases, additional staffing and grant-funded positions returning to the General Fund during the last four years of the Forecast. New staffing allowances:
        - FY 2023 $250,000
        - FY 2024 $200,000

3.020 Employee Retirement / Insurance Benefits

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Employees' Retirement/Insurance Benefits	10,278,669	11,731,740	12,914,298	13,870,268	14,831,889

The largest expense outside of salaries and wages is the Board's share of healthcare benefit premiums. In FY 2011, the District began participating in the Summit Regional Healthcare Consortium (SRHCC) to pool administrative fees with Barberton, Copley-Fairlawn, Norton and Revere Schools. In FY 2015, Cuyahoga Falls City Schools joined the SRHCC, in FY 2020 and 2022 Woodridge Local Schools and Dover City Schools joined. In addition, the SRHCC continues to maximize resources and implement best practices related to healthcare and wellness. The Consortium works with Be-Well Solutions to provide wellness support to five districts in order to encourage employees to make healthy lifestyle changes. Employees enrolled in the District's healthcare plan are encouraged to participate in the annual biometric screening, health risk assessment, as well as the many Grizzly Challenge Wellness programs offered throughout the year. Employees are rewarded with a credit to an HRA account based on positive results on their biometric screening.

The Board of Education and members of both the teachers (WEA) and support staff (WESPA) unions agreed to a new three-year contract that began July 1, 2020. There were no changes to employee health care benefits in the new contract.

ZERO percent renewal….. Three years in a row!!!!
The SRHCC Board of Directors approved a ZERO percent renewal for Wadsworth on health care, Rx and dental for the 2021-22 school year. The District previously projected an increase of 6% for FY 2022 resulting in a savings of more than $2,000,000 over the life of the Forecast. This marks the third year in a row the district received a 0% renewal on health care. These insurance changes are reflected in the Forecast and Assumptions below:

- The current industry trend for health care is between 8 and 11% increases.
- Healthcare premiums are projected to increase 5% in FY 2023 + additional staff.
- Healthcare premiums are projected to increase 7% in FY 2024 + additional staff.
- Healthcare premiums are projected to increase 8% in FY 2025 and 2026 + additional staff.
- There is a $40,000 allowance for changes in health care plans (single to family) during the 2021-22 school year.
- In addition, the forecast allows for increases in health care for the staffing additions outlined above.

Language in the WEA contract requires retirees age 55 or older to contribute 100% of their severance payment to a 403(b) annuity as an employer contribution. Employer contributions to a 403(b) are considered a fringe benefit. Therefore, much of the certified severance is now paid from benefits (line 3.020), instead of salaries and wages (line 3.010).

Currently, by State law, the Board contributes 14% of the salaries and wages to two retirement systems. Members of STRS are required to pay 14% of their earnings to the retirement system. The Board pays 10% of the Administrators' 14% employee share of STRS (10% of their salary). In addition, the Board pays a surcharge to SERS for all support staff employees whose annual income is less than $35,800. That is, for any employee making less than $35,800 annually, the District must pay the 14% on $35,800 and not what they actually earn. SERS does have a cap of 2% percent of total SERS wages to be paid to the surcharge. We are above the cap. Therefore, we pay 16% of our total SERS payroll to the retirement system. A large percentage of the surcharge is paid by the Food Service Fund (006), which is not part of this Forecast. All but one employee in the Food Service Department earns less than $35,800.

The other two items that make up our employee benefits are Medicare Tax and Workers' Compensation. Our District pays 1.45% Medicare tax on all employees hired after 1986.

3.030 Purchased Services

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Purchased Services	6,829,229	7,069,721	7,268,536	7,266,351	7,487,904

This category covers all our contracted services including tuition to other schools, legal services, copier leases, property/fleet insurance, gifted services from the Medina County ESC, special education services (such as occupational and physical therapy). In addition, it also covers professional development, utilities, contracted services as well as College Credit Plus (CCP) tuition for high school students.

- The projection for FY 2022 is 2.87% greater than FY 21
  - This is primarily due to the reduction in tuition cost associated with the new FSFP (district of attendance vs. district of residence).
  - FY 2022 accounts for the district moving a portion of the maintenance budget back to the general fund. A portion of the Maintenance Budget was funded out of the Sales Tax fund in FY 2021.
- Includes the reduced cost of the two School Resource Officers for the 2020-21 school year due to the MCDAC grant moving to the control of the City of Wadsworth.
- Substitute teacher and some support staff are included in Purchased Services since we contract substitute services with the Summit County ESC / Renhill. See note in the Salaries section as the offset.

3.040 Supplies and Materials (500)

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Supplies and Materials	1,309,270	1,646,636	2,365,387	2,315,389	2,375,580

Supplies and materials have been substantially lower since FY 2020 when textbook purchases were moved to the sales tax fund. The forecast currently accounts for textbooks coming back to the general fund in FY 2024.

- **Textbooks FY 2020 – 2023:**
  - In an effort to fund the additional staffing added in FY 2020, the Board of Education elected to move textbook purchases from the General Fund to the Medina County Sales Tax. Therefore, $2,240,000 in textbooks expenses were removed from the supplies line for Fiscal-Years 2020-2023.
  - Supplies were down 33.5% in FY 2020 due to the textbook reallocation.
  - The large increase in FY 2024 accounts for textbooks coming back from the sales tax fund. However, in FY 2025 the QSCB's for the construction of Isham and Valley View Schools will be paid off, resulting in funds available in the sales tax fund. The district may consider leaving textbooks in the sales tax fund.
- Supplies are projected to be decrease 12.7% in FY 2022 due to some supply expenses associated with technology and HVAC being funded out of the ESSER ARP federal grant.
- Bus fuel is included in supplies and can be very difficult to project. Bus fuel accounts for 13% of the Supplies Category. Fuel costs have been down the past few years but appear to be rising. If fuel costs continue to rise, a budget adjustment may be needed.

- Weighted Career Tech (CT) funds from the State account for a portion of the expenses. We are required to spend CT money on CT programs within the school year (see discussion under Restricted Revenue above).

The District plans the following curriculum cycle and related textbook adoption. The expenses for FY 2020-2023 are NOT part of the Forecast (Medina County Sales Tax fund) but are still an integral part of the District's operating budget. Textbook purchases are planned to be part of the general fund beginning in FY 2024.

Textbook Adoption Cycle

Fiscal Year	Subject	Grade Level	First Year of Use	Projected Cost
2020	English/Lang. Arts	K-12	2020-21	$500,000
	CCP & Replacements			$100,000
2021	Math	K-12	2021-22	$500,000
	CCP & Replacements			$120,000
2022	Intervention	K-12	2022-23	$250,000
	CCP & Replacements			$130,000
2023	World Language	9-12	2023-24	$175,000
	Fine Arts	K-12		$150,000
	Business	9-12		$150,000
	AP Stats	11-12		$15,000
	Health	7-12		$20,000
	CCP & Replacements			$130,000
2024	Science	K-12	2024-25	$550,000
	CCP & Replacements			$130,000
2025	Social Studies	K-12	2024-25	$500,000
	CCP & Replacements			$130,000

3.050 Capital Outlay (600 & 700)

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Capital Outlay	511,852	527,555	544,947	563,060	563,060

The General Fund and the Sales Tax Fund support capital needs in the District. Approximately 58% of the sales tax proceeds go to pay debt service related to the construction of the new Valley View and Isham Elementary Schools, as well as the 1/2 mill maintenance levy requirement of the OFCC. This amounts to $1,465,000 annually from the Sales Tax Fund. Because of the

commitments of the sales tax to the construction project, the District will continue to support capital improvements to buildings, technology and buses from the General Fund.

- The Forecast allows for the purchase of two new school buses per year.
- The forecast amount decreased due to moving Chromebook replacement from capital expenses to supplies.
- The District developed a five-year strategic plan for calendar years 2021-2025. Capital expenses associated with the plan are detailed in appendix A of the strategic plan. The majority of the capital expenses in the plan will be funded by the Sales tax and OFCC Maintenance funds.
- Future years of the Forecast allow for an average 3-4% per year increase.

If any major capital improvements funded by the General Fund are needed it would adversely affect the Forecast. In addition, there are reserves in the Sales Tax fund to assist with any unplanned capital needs.

4.050 / 4.060 HB 264 Principal and Interest

There are currently no General Fund debt issues.

4.300 Other Objects (Miscellaneous)

This area covers County Auditor and Treasurer Fees, election expenses, liability insurance and membership dues for the Board. County fees charged by the County Auditor and Treasurer are the primary expense (72%) in this category.

6.010 Excess Revenues over Expenditures (Deficit Spending):

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	5,099,021	450,595	2,303,356-	5,359,082-	8,196,022-

This line demonstrates if the District has a balanced budget for the year or if expenditures exceed revenues (deficit spending). The district is thankful for the passage of the 6.7 mil operating levy. Because of this levy the district is not projected to deficit spend until FY 2024 and maintains a positive fund balance for the life of the forecast.

7.020 Ending Cash Balance

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Cash Balance June 30	22,591,522	23,042,117	20,738,761	15,379,679	7,183,657

The Forecast projects a positive cash balance for the life of the forecast. Key factors leading to a positive five-year forecast include:

- Passage of the 6.7 mil operating levy
- Influx of ESSER federal Grant Funds
- Implementation of the Fair School funding Plan
- Positive health care renewals with the Summit Regional Health Care Consortium

Wadsworth City Schools

Medina County

Schedule of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Years Ended June 30, 2019, 2020 and 2021 Actual;
Forecasted Fiscal Years Ending June 30, 2022 Through 2026

		Actual				Forecasted				
		Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Average Change	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
1.010	General Property Tax (Real Estate)	$18,778,412	$19,350,283	$19,739,467	2.5%	$22,448,127	$25,792,016	$26,307,856	$26,570,935	$27,102,353
1.020	Tangible Personal Property Tax (Public Utility)	4,016,742	5,097,931	$5,769,470	20.0%	5,861,222	6,096,082	6,349,020	6,626,541	6,616,420
1.030	Income Tax									
1.035	Unrestricted State Grants-in-Aid	19,020,182	18,126,592	$18,596,211	-1.1%	18,770,360	18,844,689	19,030,256	19,217,678	19,406,975
1.040	Restricted State Grants-in-Aid	584,693	589,933	$681,644	8.2%	683,000	683,000	683,000	683,000	683,000
1.045	Restricted Federal Grants-in-Aid - (SFSF -532) (Ed jobs Bill-504)									
1.050	Property Tax Allocation	2,493,333	2,485,683	$2,482,625	-0.2%	2,482,625	2,482,625	2,482,625	2,482,625	2,482,625
1.060	All Other Revenues	2,312,136	2,322,219	$2,375,047	1.4%	2,016,263	2,149,503	2,170,854	1,932,320	1,943,900
1.070	*Total Revenues*	47,205,498	47,972,641	49,644,464	2.6%	52,261,597	56,047,914	57,023,611	57,513,099	58,235,273
	Other Financing Sources									
2.010	Proceeds from Sale of Notes									
2.020	State Emergency Loans and Advancements (Approved)									
2.040	Operating Transfers-In									
2.050	Advances-In	4,220,461	4,023,543	3,864,912	-4.3%	4,418,102	100,000	200,000	200,000	200,000
2.060	All Other Financing Sources	148,109	598,085	897,406	176.9%	55,000	55,000	55,000	55,000	55,000
2.070	*Total Other Financing Sources*	4,368,570	4,621,628	4,762,318	4.4%	4,473,102	155,000	255,000	255,000	255,000
2.080	*Total Revenues and Other Financing Sources*	51,574,068	52,594,269	54,406,782	2.7%	56,734,699	56,202,914	57,278,611	57,768,099	58,490,273
	Expenditures									
3.010	Personnel Services	27,266,664	28,723,549	30,049,082	5.0%	31,958,832	34,045,028	35,743,436	38,352,597	40,653,753
3.020	Employees' Retirement/Insurance Benefits	10,042,743	10,461,246	9,864,624	-0.8%	10,278,669	11,731,740	12,914,298	13,870,268	14,831,889
3.030	Purchased Services	6,399,963	7,037,241	6,638,654	2.1%	6,829,229	7,069,721	7,268,536	7,266,351	7,487,904
3.040	Supplies and Materials	1,753,190	1,319,893	1,500,182	-5.5%	1,309,270	1,646,636	2,365,387	2,315,389	2,375,580
3.050	Capital Outlay	726,381	482,769	293,851	-36.3%	511,852	527,555	544,947	563,060	563,060
3.060	Intergovernmental									
	Debt Service:									
4.010	Principal-All (Historical Only)									
4.020	Principal-Notes									
4.030	Principal-State Loans									
4.040	Principal-State Advancements									
4.050	Principal-HB 264 Loans									
4.055	Principal-Other									
4.060	Interest and Fiscal Charges									
4.300	Other Objects	458,900	480,066	469,264	1.2%	527,827	511,638	525,363	539,515	554,109
4.500	*Total Expenditures*	46,647,841	48,504,764	48,815,657	2.3%	51,415,678	55,532,319	59,361,967	62,907,180	66,466,295
	Other Financing Uses									
5.010	Operating Transfers-Out	42,744	25,805	219,278	355.1%	120,000	20,000	20,000	20,000	20,000
5.020	Advances-Out	4,023,543	3,864,912	4,418,102	5.2%	100,000	200,000	200,000	200,000	200,000
5.030	All Other Financing Uses			4,400						
5.040	*Total Other Financing Uses*	4,066,287	3,890,717	4,641,780	7.5%	220,000	220,000	220,000	220,000	220,000
5.050	*Total Expenditures and Other Financing Uses*	50,714,128	52,395,481	53,457,437	2.7%	51,635,678	55,752,319	59,581,967	63,127,180	66,686,295
6.010	*Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses*	859,940	198,788	949,345	150.3%	5,099,021	450,595	2,303,356-	5,359,082-	8,196,022-
7.010	Cash Balance July 1 - Excluding Proposed Renewal/Replacement and New Levies	15,484,428	16,344,368	16,543,156	3.4%	17,492,501	22,591,522	23,042,117	20,738,761	15,379,679
7.020	*Cash Balance June 30*	16,344,368	16,543,156	17,492,501	3.5%	22,591,522	23,042,117	20,738,761	15,379,679	7,183,657

Amendment to Resolution dated March 8, 2021

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(BOARD OF EDUCATION)
Revised Code, Secs. 5705.34-5705.35

The Board of Education of the WADSWORTH CITY School District, MEDINA County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
20___, at the office of _____ with the following members present:

_____

_____

_____

_____

_____

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1st, **2021**

and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Board of Education WADSWORTH CITY School District, MEDINA County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said School District the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Treasurer of the Board of Education of the

_____School District, in said County, and in whose custody the Files and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

_____

_____

now on file with said Board, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

_____
Treasurer of the Board of Education of the

_____ School District,

_____ County, Ohio.

No. _____

_____
BOARD OF EDUCATION,

_____
SCHOOL DISTRICT,

_____ County, Ohio.

_____

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Board of Education)

_____

Adopted _____, 20 ___

_____
Treasurer

_____

Filed _____, 20 ____

_____
County Auditor

By _____
Deputy

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund	$29,008,700	$4,319,000	5.10	69.90
Library Fund (Bond)	$169,100			0.20
2008 Bond	$3,806,500			4.50
1997 Bond	$0			0.00
2021 Bond	$2,032,500			2.40
TOTAL	$35,016,800	$4,319,000	5.10	77.00

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on ,1976 for not to exceed CONT. years.	29.20	$6,328,000
Current Expense Levy authorized by voters on November 8, 1977 for not to exceed CONT. years.	4.50	$975,100
Current Expense Levy authorized by voters on November 2, 1982 for not to exceed CONT. years.	4.90	$1,752,400
Current Expense Levy authorized by voters on May 5, 1987 for not to exceed CONT. years.	6.90	$2,747,300
Current Expense Levy authorized by voters on November 5, 1996 for not to exceed CONT. years.	6.90	$3,997,700
Current Expense Levy authorized by voters on February 4, 2003 for not to exceed CONT. years.	5.90	$4,079,100
Current Expense Levy authorized by voters on November 8, 2011 for not to exceed CONT. years.	4.90	$3,455,100
Current Expense Levy authorized by voters on November 2, 2021 for not to exceed CONT years.	6.70	$5,674,000
Fund: Levy authorized by voters on ,20 for not to exceed years.		

and be it further

RESOLVED, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____ ,20 _____.

_____
Treasurer of the Board of Education of the

_____ School District,

_____ County, Ohio

The Board of Education of Wadsworth City School District, Ohio, met in regular session on November 15, 2021, commencing at 7:00 p.m., at the Wadsworth High School, Wadsworth, Ohio 44281, 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. 2019-_____

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $41,000,000 FOR THE PURPOSE OF CONSTRUCTING, FURNISHING, EQUIPPING, ADDING TO, RENOVATING, REMODELING, REHABILITATING, AND OTHERWISE IMPROVING SCHOOL DISTRICT BUILDINGS AND FACILITIES, AND ACQUIRING, CLEARING, EQUIPPING, AND OTHERWISE IMPROVING REAL ESTATE FOR SCHOOL DISTRICT PURPOSES.

WHEREAS, at an election held on November 2, 2021, on the question of issuing bonds of the School District in the aggregate principal amount of $41,000,000 for the purpose stated in Section 2 and of levying taxes outside the ten-mill limitation to pay the debt charges on those bonds and any anticipatory securities, and the levy of an additional tax of 6.7 mills to pay for current operating expenses, the requisite majority of those voting on the question voted in favor of it; and

WHEREAS, this Board finds and determines that the School District should issue the Bonds described in Section 2 to provide funds necessary for that purpose; and

WHEREAS, the Treasurer, as fiscal officer of the School District, has certified that the estimated life or period of usefulness of the improvement described in Section 2 is at least five years and the maximum maturity of the Bonds described in Section 2 is 35 years;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Wadsworth City School District, County of Medina, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means (i) with respect to Current Interest Bonds, a denomination of $5,000 or any whole multiple thereof and (ii) with respect to Capital Appreciation Bonds, a denomination equal to a principal amount that, when interest at the applicable compounding interest rate is accrued and compounded thereon on each Interest Accretion Date to the stated maturity of the Capital Appreciation Bonds, will result in a Maturity Amount equal to $5,000 or any whole multiple thereof.

"Bond proceedings" means, collectively, this Resolution, the Final Terms Certificate and such other proceedings of the School District, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the School District and the Original Purchaser, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 6.

"Bond Register" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"Bond Registrar" means the bank or trust company appointed pursuant to Section 4 or in the Final Terms Certificate as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor Bond Registrar.

"Bond Registrar Agreement" means the Bond Registrar Agreement among the School District, the Bond Registrar and, if applicable, the Ohio Department of Education, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 4.

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form are issued by the School District only to a Depository or its nominee as registered owner, with the Bonds deposited or maintained in the custody of the Depository or its agent. The book entry maintained by others than the School District or the Bond Registrar is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

"Capital Appreciation Bonds" means any Bonds designated as such in the Final Terms Certificate, maturing on the Principal Payment Dates, being in the principal amounts and having

the Maturity Amounts set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Compound Accreted Amount" means, with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount per $5,000 Maturity Amount of the Capital Appreciation Bonds of each maturity and each compounding interest rate within a maturity as of each Interest Accretion Date shall be set forth in the Final Terms Certificate. The Compound Accreted Amount of a Capital Appreciation Bond as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for that Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding Interest Accretion Date and the principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, as it may be modified from the form on file with the Treasurer and signed in accordance with Section 6, and which shall constitute the continuing disclosure agreement made by the School District for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

"Current Interest Bonds" means, collectively, the Current Interest Serial Bonds and the Current Interest Term Bonds, each as designated as such in the Final Terms Certificate.

"Current Interest Serial Bonds" means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"Current Interest Term Bonds" means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Final Terms Certificate" means the certificate authorized by Section 6(a), to be signed by the Treasurer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

"Interest Accretion Dates" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, as to Capital Appreciation Bonds, each June 1 and December 1, commencing June 1, 2022, in the years any Capital Appreciation Bonds are outstanding.

"Interest Payment Dates" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, (i) as to Current Interest Bonds, each June 1 and December 1, commencing June 1, 2022, in the years any Current Interest Bonds are outstanding, and (ii) as to Capital Appreciation Bonds, their respective maturity dates.

"Maturity Amount" means, with respect to a Capital Appreciation Bond, the principal and interest due and payable on its stated maturity date.

"Municipal Advisor" means Sudsina & Associates, LLC.

"Original Purchaser" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, Stifel, Nicolaus & Company, Incorporated.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

"Principal Payment Dates" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, December 1 in the years from and including 2022 to and including 2057, provided that in no case shall the total number of Principal Payment Dates exceed the maximum maturity of the Bonds referred to in the preambles hereto.

"Rule" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"SEC" means the Securities and Exchange Commission.

"Treasurer" means the Treasurer of the Board of Education of the School District.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Board determines that it is necessary and in the best interest of the School District to issue bonds of the School District in one lot in the maximum principal amount of $41,000,000 (the Bonds) for the purpose of constructing, furnishing, equipping, adding to, renovating, remodeling, rehabilitating, and otherwise improving School District buildings and facilities, and acquiring, clearing, equipping, and otherwise improving real estate for School District purposes.

The aggregate principal amount of Bonds to be issued shall not exceed $41,000,000 and shall be issued in an amount determined by the Treasurer in the Final Terms Certificate to be the aggregate principal amount of Bonds required to be issued at this time, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the issuance of the Bonds.

The proceeds from the sale of the Bonds, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium actually received by the School District and accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are issued as Capital Appreciation Bonds) shall be determined by the Treasurer in the Final Terms Certificate, having due regard to the best interest of and financial advantages to the School District. Unless otherwise specified by the Treasurer in the Final Terms Certificate, the Bonds shall be dated the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Current Interest Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be specified by the Treasurer in the Final Terms Certificate. Interest on the Current Interest Bonds shall be payable at such rate or rates on each Interest Payment Date until the principal amount has been paid or provided for. The Current Interest Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest (computed on the basis of a 360-day year consisting of 12

30-day months), accrued and compounded on each Interest Accretion Date and payable at maturity, that will result in the aggregate Maturity Amounts payable at maturity, as shall be specified by the Treasurer in the Final Terms Certificate. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond as of that date exceeds the principal amount of that Capital Appreciation Bond.

Notwithstanding any provision of this Resolution to the contrary, Bonds maturing on any one Principal Payment Date may bear interest at different rates and may be issued separately as Current Interest Bonds and Capital Appreciation Bonds.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Treasurer, subject to subsection (c) of this Section, in the Final Terms Certificate, consistent with the Treasurer's determination of the best interest of and financial advantages to the School District.

Consistent with the foregoing and in accordance with the Treasurer's determination of the best interest of and financial advantages to the School District, the Treasurer shall specify in the Final Terms Certificate (i) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, (ii) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Current Interest Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date, and (iii) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that shall be payable on each such Principal Payment Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, and the principal amount of Current Interest Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date and the Maturity Amount of any Capital Appreciation Bonds payable on each Principal Payment Date, shall be such that (i) the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other such fiscal year and (ii) the true interest cost of the Bonds shall not exceed 5%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar

as paying agent. Principal of and any premium on the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing on the Bond Register at the close of business on the 15th day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Treasurer, in the name and on behalf of the School District, in connection with the book entry system.

(e) Redemption Provisions. The Current Interest Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Current Interest Term Bonds. If any of the Bonds are issued as Current Interest Term Bonds, the Current Interest Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Final Terms Certificate (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Current Interest Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Current Interest Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The School District shall have the option to deliver to the Bond Registrar for cancellation Current Interest Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the School District, as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered. That option shall be exercised by the School District on or before the 15th day preceding any Mandatory Redemption Date with respect to which the School District wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Treasurer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Current Interest Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Treasurer, also shall be received by the School District for any Current Interest Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption

Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so redeemed or purchased and canceled.

Each Current Interest Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Current Interest Bonds of the maturities, if any, specified in the Final Terms Certificate shall be subject to redemption by and at the sole option of the School District, in whole or in part in whole multiples of $5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Treasurer in the Final Terms Certificate; provided that (i) the earliest optional redemption date shall not be more than 10½ years after the Closing Date and (ii) the redemption price for the earliest optional redemption date shall not be greater than 103%.

If optional redemption of Current Interest Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Current Interest Term Bonds, the Current Interest Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Current Interest Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Treasurer to the Bond Registrar, given upon the direction of this Board through adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity of Bonds and interest rate within a maturity to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity or interest rate within a maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the School District. If fewer than all of the Bonds of a single maturity and interest rate are to be redeemed, the selection of Bonds of that maturity and interest rate to be redeemed, or portions thereof in amounts of $5,000 or any whole multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, each $5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the $5,000 unit or units of

principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the School District by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the School District to the extent not required for the payment of the Bonds called for redemption.

(vi) Capital Appreciation Bonds. The Capital Appreciation Bonds, if any, are not subject to redemption prior to maturity.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the President or Vice President and Treasurer of this Board, in the name of the School District and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Treasurer, shall be numbered as determined by the Treasurer in order to distinguish each Bond from any other Bond and to distinguish the Current Interest Bonds from any Capital Appreciation Bonds, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code, the approval of the electors at the election identified in the first preamble hereto, this Resolution and the Final Terms Certificate.

US Bank National, is appointed to act as the initial Bond Registrar; provided, however, that the Treasurer is authorized to appoint a different bank or trust company as Bond Registrar in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities of the School District and that proper procedures and safeguards are available for that purpose. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Registrar Agreement in substantially the form as is now on file with the Treasurer. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Treasurer on behalf of the School District. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the School District will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office set forth in the Final Terms Certificate. Subject to the other provisions of this Section and Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the School District nor the Bond Registrar shall be affected by any notice

to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the School District's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the School District are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the School District. In all cases of Bonds exchanged or transferred, the School District shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the School District and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the School District, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the School District nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the Treasurer determines in the Final Terms Certificate that it is in the best interest of and financially advantageous to the School District, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and interest rate within a maturity and registered in the name of the Depository or its nominee, as registered owner, and deposited with and maintained in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be

made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the School District.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Treasurer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Treasurer does not or is unable to do so, the Treasurer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of School District action or inaction, of those persons requesting such issuance.

The Treasurer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the School District, that the Treasurer determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds.

(a) To the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Treasurer in the Final Terms Certificate, plus accrued interest on the Current Interest Bonds from their date to the Closing Date, and shall be awarded by the Treasurer with and upon such other terms as are required or authorized by this Resolution to be specified in the Final Terms Certificate, in accordance with law, the provisions of this Resolution and the Bond Purchase Agreement.

The Treasurer shall sign and deliver the Final Terms Certificate and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The President, Vice President and Treasurer of this Board, the Superintendent and other School District officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Purchase Agreement between the School District and the Original Purchaser, in substantially the form as is now on file with the Treasurer, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Bond Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure – Official Statement. The President or Vice President and Treasurer of this Board and the Superintendent, on behalf of the School District and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the School District or is a final official statement for purposes of Sections 15c2-12(b)(1), (3) and (4) of the Rule, (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the School District agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The President or Vice President and Treasurer of this Board and the Superintendent are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the School District, in substantially the form as is now on file with the Treasurer. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the School District with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Treasurer shall consult with and obtain legal advice from, as appropriate, the bond counsel or other qualified independent special counsel selected by the School District. The Treasurer, acting in the name and on behalf of the School District, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the School District of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Ratings; Financing Costs. If, in the judgment of the Treasurer the filing of an application for a rating on the Bonds by one or more nationally-recognized rating agencies is in the best interest of and financially advantageous to the School District, the Treasurer is authorized to prepare and submit those applications, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Treasurer is hereby authorized, to the extent necessary or required, to enter into any commitments or agreements, in the name of and on behalf of the School District, that the Treasurer determines to be necessary in connection with obtaining of such ratings.

The expenditure of the amounts necessary to secure that rating or those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, is authorized and approved, and the Treasurer is authorized to provide for the payment of any such amounts and costs, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(e) Separate Sale for Separate Series of Bonds. If, in the judgment of the Treasurer, it is in the best interest of and financially advantageous to the School District to sell Bonds of one series separately from Bonds of another series, the Treasurer may provide for such separate sales and the provisions of Section 5 and subsections (a) through (d) of this Section shall apply to each such sale and designation, and references to "Bond Purchase Agreement", "Bond Register", "Bond Registrar", "Bond Registrar Agreement", "Closing Date", "Continuing Disclosure Certificate", "Final Terms Certificate" and "Original Purchaser" shall include the Bond Purchase Agreement, Bond Register, Bond Registrar, Bond Registrar Agreement, Closing Date, Continuing Disclosure Certificate, Final Terms Certificate and Original Purchaser for the Bonds sold separately pursuant to this subsection (e).

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the School District, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be unlimited as to amount or rate, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 8. Federal Tax Considerations. The School District covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Section 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The School District further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing,

(ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, as fiscal officer of this Board, or any other officer of the School District having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval or waiver on behalf of the School District with respect to the Bonds as the School District is permitted or required to make or give under the federal income tax laws, including, without limitation, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the School District, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the School District regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Section 9. Certification and Delivery of Resolution and Final Terms Certificate. The Treasurer is directed to deliver or cause to be delivered a certified copy of this Resolution and a signed copy of the Final Terms Certificate to the Medina County Auditor.

Section 10. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be performed by this Board or the School District or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the School District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the School District are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 11. Retention of Bond and Disclosure Counsel. In connection with the issuance of the Bonds, the legal services of Squire Patton Boggs (US) LLP, as bond counsel and disclosure counsel, are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and

sale of the Bonds and the rendering of the necessary legal opinion upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 12. Retention of Municipal Advisor. In connection with the issuance of the Bonds, the municipal advisory services of Sudsina & Associates, LLC, as municipal advisor, be and are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 13. 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, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 14. 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 foregoing Resolution, the vote was as follows:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

TREASURER'S CERTIFICATION

The above is a true and correct extract from the minutes of the regular meeting of the Board of Education of Wadsworth City School District, Ohio, held on November 15, 2021, commencing at 7:00 p.m., at the Wadsworth High School, Wadsworth, Ohio 44281, showing the adoption of the Resolution hereinabove set forth.

Dated: November 15, 2021

_____
Treasurer, Board of Education
Wadsworth City School District, Ohio

FISCAL OFFICER'S CERTIFICATE

TO THE BOARD OF EDUCATION OF
WADSWORTH CITY SCHOOL DISTRICT, OHIO:

As fiscal officer of Wadsworth City School District, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of $41,000,000 (the Bonds) authorized by the electors of the School District at an election on November 2, 2021, for the purpose of constructing, furnishing, equipping, adding to, renovating, remodeling, rehabilitating, and otherwise improving School District buildings and facilities, and acquiring, clearing, equipping, and otherwise improving real estate for School District purposes (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Sections 133.19 and 133.20 of the Revised Code, is at least 35 years (i) being my estimate of the life or period of usefulness of that improvement; if and to the extent a portion of the proceeds of the Bonds is to be allocated to a class or classes having a maximum maturity of less than 35 years but in excess of five years, then the maximum maturity of the Bonds would still be at least 35 years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 35 years and (ii) based on the fact that the Bonds were approved by the electors with a maximum maturity of 35 years.

Dated: November 15, 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	$ 2,981,632.10	$ 24,230,679.28	$ 4,742,554.91	$ 17,186,827.44	$ 24,479,136.24	$ 5,672,628.60	$ 18,806,507.64
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	2,000.00	10,353.29	0.00	5,583.62	61,094.76	1,800.00	59,294.76
001-9002	GENERAL FUND: FOOD SERV. DONATIONS	893.86	18.48	208.64	0.00	0.00	1,102.50	13.10	1,089.40
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
		$ 17,492,503.35	**$ 2,983,650.58**	**$ 24,241,241.21**	**$ 4,742,554.91**	**$ 17,192,411.06**	**$ 24,541,333.50**	**$ 5,674,441.70**	**$ 18,866,891.80**
Fund:	**002**								
002-0000	BOND RETIREMENT SERIES 98,99,00 ISSUES	3,076,751.62	143,498.76	1,274,871.25	0.00	16,349.48	4,335,273.39	0.00	4,335,273.39
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	22,421.49	199,194.60	0.00	2,554.64	674,792.09	0.00	674,792.09
002-9400	BOND RETIRE: 2008 BONDS ($65,650,000)	4,649,005.42	264,574.29	2,350,530.91	0.00	30,144.42	6,969,391.91	0.00	6,969,391.91
002-9500	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 8,203,909.17	**$ 430,494.54**	**$ 3,824,596.76**	**$ 0.00**	**$ 49,048.54**	**$ 11,979,457.39**	**$ 0.00**	**$ 11,979,457.39**
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	918.32	1,229.57	184,607.11	3,240.60	181,366.51
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**	**$ 918.32**	**$ 7,283.61**	**$ 233,392.89**	**$ 3,935.60**	**$ 229,457.29**
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	16,797.19	46,099.02	104,139.49	266,438.11	298,216.06	850,661.53	(552,445.47)
006-9001	FOOD SERVICE FEDERAL AWARD:	595,735.96	249,375.67	416,255.04	67,075.61	166,057.95	845,933.05	0.00	845,933.05
		$ 1,114,291.11	**$ 266,172.86**	**$ 462,354.06**	**$ 171,215.10**	**$ 432,496.06**	**$ 1,144,149.11**	**$ 850,661.53**	**$ 293,487.58**

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	0.00	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**	**$ 0.00**	**$ 1,311.74**	**$ 6,296.69**	**$ 615.17**	**$ 5,681.52**
Fund:	**009**								
009-0000	UNIFORM SCHOOL SUPPLIES FUND	32,227.89	36,948.00	44,632.00	363.71	1,724.60	75,135.29	33,600.70	41,534.59
		$ 32,227.89	**$ 36,948.00**	**$ 44,632.00**	**$ 363.71**	**$ 1,724.60**	**$ 75,135.29**	**$ 33,600.70**	**$ 41,534.59**
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	43,661.02	144,854.36	85,687.48	72,315.46	13,372.02
011-9001	C.T. CUSTOMER SERV AUTOMOTIVES	576.72	512.85	769.16	1,192.29	1,522.90	(177.02)	19,227.00	(19,404.02)
011-9002	C.T. CUSTOMER SERV JR CARPENTRY	(6,398.39)	0.00	4,500.00	3,522.00	5,503.07	(7,401.46)	45,861.52	(53,262.98)
		$ 24,891.09	**$ 512.85**	**$ 205,098.24**	**$ 48,375.31**	**$ 151,880.33**	**$ 78,109.00**	**$ 137,403.98**	**$ (59,294.98)**
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	300.00	6,099.62	24,797.74	40,407.46	(15,609.72)
		$ 30,897.36	**$ 0.00**	**$ 0.00**	**$ 300.00**	**$ 6,099.62**	**$ 24,797.74**	**$ 40,407.46**	**$ (15,609.72)**
Fund:	**014**								
014-0000	FOUR CITIES CAREER TECH COMPACT FUND	106,194.87	0.00	0.00	27,137.34	133,733.79	(27,538.92)	62,393.58	(89,932.50)
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**	**$ 27,137.34**	**$ 133,733.79**	**$ (27,538.94)**	**$ 62,393.58**	**$ (89,932.52)**
Fund:	**017**								
017-0000	LIBRARY CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**

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	1,998.00	1,998.00	1,998.00	1,998.00	2.31	1,998.00	(1,995.69)
018-974A	CENTRAL OFFICE ADMINISTRATORS FUND	8,375.24	0.00	0.00	0.00	672.30	7,702.94	1,909.31	5,793.63
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	15,000.00	15,000.00	4,503.67	9,317.55	22,873.34	8,132.10	14,741.24
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	57.00	110.85	1,999.90	589.15	1,410.75
018-975F	FRANKLIN SCHOOL PRINCIPAL'S FUND	6,300.56	350.00	400.00	885.50	3,873.34	2,827.22	10,065.94	(7,238.72)
018-976I	ISHAM SCHOOL PRINCIPAL'S FUND	3,154.55	8,913.25	9,313.25	3,535.72	5,636.00	6,831.80	4,088.32	2,743.48
018-977L	LINCOLN SCHOOL PRINCIPAL'S FUND	6,181.76	6,900.00	6,900.00	147.80	1,327.71	11,754.05	9,379.58	2,374.47
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	3,226.21	4,257.68	301.37	1,604.61	5,720.94	6,626.40	(905.46)
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	2,623.00	3,378.96	998.16	1,736.82	7,868.73	4,974.65	2,894.08
018-980D	WMS: DOLLARS FOR DENIM PAY IT FORWARD	1,073.24	0.00	920.00	0.00	0.00	1,993.24	200.00	1,793.24
018-980M	WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND	7,492.49	1,505.00	1,553.50	730.83	1,512.77	7,533.22	9,388.18	(1,854.96)
018-981D	WHS: DOLLARS FOR DENIM PAY IT FORWARD	1,213.01	0.00	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	2,222.21	11,548.21	3,499.99	5,985.64	8,182.75	21,696.96	(13,514.21)
		$ 71,163.77	**$ 42,737.67**	**$ 57,822.22**	**$ 16,658.04**	**$ 33,775.59**	**$ 95,210.40**	**$ 79,048.59**	**$ 16,161.81**
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	9,025.00	9,075.00	3,500.00	3,500.00	13,318.18	1,250.00	12,068.18
019-9007	MED CTY CRISES RESPONSE TEAM (M. NEUMANN)	12,117.54	1,650.00	1,650.00	0.00	0.00	13,767.54	7,400.00	6,367.54
019-9008	ADAM H BOARD: PREVENTION GRANT	19,115.40	0.00	0.00	7,160.00	14,370.95	4,744.45	3,200.00	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	59.88	59.88	3.78	0.00	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	500.00	1,500.00	0.00	734.37	4,069.78	719.99	3,349.79
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	100.00	500.00	0.00	0.00	725.84	0.00	725.84
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	147.74	297.73	2,501.19	5.00	2,496.19
019-917G	WGCF: OVERLOOK READING A ZWISLER	1,633.97	0.00	0.00	0.00	0.00	1,633.97	1,499.98	133.99
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

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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	538.72	26,007.82
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	225.00	675.00	494.17	494.17	2,484.83	2,068.02	416.81
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

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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)	2,510.00	10,410.00	0.00	0.00	10,178.37	10,909.49	(731.12)
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	**$ 14,010.00**	**$ 33,810.00**	**$ 11,361.79**	**$ 19,457.10**	**$ 108,299.53**	**$ 30,271.74**	**$ 78,027.79**
Fund:	**020**								
020-0000	BEAR CUB ACADEMY	4,786.01	22,327.69	52,647.05	34,633.77	84,275.02	(26,841.96)	33,337.64	(60,179.60)
		$ 4,786.01	**$ 22,327.69**	**$ 52,647.05**	**$ 34,633.77**	**$ 84,275.02**	**$ (26,841.96)**	**$ 33,337.64**	**$ (60,179.60)**
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

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022-9090	L & J FUND ORIGINAL CONTRIBUTIONS	$ 20,706.46	$ 0.00	$ 0.00	$ 1,795.00	$ 2,245.00	$ 18,461.46	$ 215.00	$ 18,246.46
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	OHSAA TOURNAMENT: BASEBALL	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	298.53	298.53	(263.06)	76.80	(339.86)
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	258.52	258.52	(258.52)	76.80	(335.32)
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**	**$ 2,352.05**	**$ 2,802.05**	**$ 44,593.23**	**$ 2,612.20**	**$ 41,981.03**
Fund:	**024**								
024-0000	WCSD EMPLOYEE BENEFITS INSURANCE FUND	58,548.79	31,390.31	95,611.44	33,729.63	106,873.41	47,286.82	239,606.74	(192,319.92)
		$ 58,548.79	**$ 31,390.31**	**$ 95,611.44**	**$ 33,729.63**	**$ 106,873.41**	**$ 47,286.82**	**$ 239,606.74**	**$ (192,319.92)**
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

WADSWORTH CITY SCHOOL DISTRICT

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029-9002	MARK SCHERBA MEMORIAL SCHOLARSHIP	$ 1.66	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 1.66	$ 0.00	$ 1.66
029-9003	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9004	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9005	KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP	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	863.73	3,540.65	15,568.74	3,605.07	11,963.67
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**	**$ 863.73**	**$ 3,540.65**	**$ 96,069.29**	**$ 7,737.07**	**$ 88,332.22**
Fund:	**034**								
034-0000	CLASSROOM FACILITIES MAINTENANCE FUND	2,507,843.40	0.00	0.00	37,525.00	125,019.40	2,382,824.00	98,040.39	2,284,783.61
		$ 2,507,843.40	**$ 0.00**	**$ 0.00**	**$ 37,525.00**	**$ 125,019.40**	**$ 2,382,824.00**	**$ 98,040.39**	**$ 2,284,783.61**
Fund:	**071**								
071-0000	SALES TAX: PERM. IMPROVEMENTS FUND	2,354,782.49	750,455.91	1,388,408.61	29,456.90	137,950.16	3,605,240.94	166,402.37	3,438,838.57
		$ 2,354,782.49	**$ 750,455.91**	**$ 1,388,408.61**	**$ 29,456.90**	**$ 137,950.16**	**$ 3,605,240.94**	**$ 166,402.37**	**$ 3,438,838.57**
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	140.00	140.00	0.00	0.00	183.58	159.50	24.08
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

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200-908H	ROTARY INTER-ACT: YOUTH ROTARY CLUB	$ 70.99	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 70.99	$ 65.00	$ 5.99
200-908W	CLASS OF 2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-909H	CADD STUDENT ACTIVTY ACCOUNT	(325.84)	0.00	0.00	0.00	0.00	(325.84)	0.00	(325.84)
200-909W	CLASS OF 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910W	CLASS OF 2010	215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44
200-911H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-911W	CLASS OF 2011	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-912H	FRENCH CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-912W	CLASS OF 2012	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-913A	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913B	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913C	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913D	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913W	CLASS OF 2013	156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48
200-914C	ROOTS AND SHOOTS CENTRAL INTERMEDIATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-914H	S.A.D.D. WADSWORTH HIGH SCHOOL	(192.38)	0.00	0.00	0.00	0.00	(192.38)	0.00	(192.38)
200-914M	TAGG - WADSWORTH MIDDLE SCHOOL	763.93	0.00	0.00	0.00	0.00	763.93	0.00	763.93
200-914W	CLASS OF 2014:	122.04	0.00	0.00	0.00	0.00	122.04	0.00	122.04
200-915H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-915W	CLASS OF 2015	198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07
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)	0.00	0.00	0.00	1,682.83	0.00	1,682.83
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	1,336.00	2,309.30	569.66	18,973.33	(18,403.67)
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	207.88	207.88	0.00	385.00	618.59	70.00	548.59
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	375.00	3,775.00	0.00	0.00	5,745.87	13,500.00	(7,754.13)
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

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
200-924C	CENTRAL INTERMEDIATE STUDENT COUNCIL	$ 640.44	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 640.44	$ 0.00	$ 640.44
200-924H	STUDENT COUNCIL	10,619.51	5,775.00	16,494.99	2,793.37	5,397.37	21,717.13	4,865.46	16,851.67
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	0.00	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	21.13	21.13	0.00	0.00	2,196.34	0.00	2,196.34
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	2,798.00	2,798.00	1,018.00	3,028.00	4,486.44	2,144.00	2,342.44
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	**$ 6,797.01**	**$ 24,121.40**	**$ 5,147.37**	**$ 11,119.67**	**$ 68,679.76**	**$ 46,076.97**	**$ 22,602.79**

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	$ 28,470.00	$ 106,088.24	$ 14,595.74	$ 91,800.11	$ 26,074.02	$ 84,235.76	$ (58,161.74)
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)	15,582.00	15,582.00	7,075.00	6,602.50	6,856.01	9,796.14	(2,940.13)
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	1,400.00	3,785.00	873.00	873.00	14,571.49	12,127.00	2,444.49
300-910H	WHS DRAMA FUND	18,016.80	3,634.00	4,184.00	1,444.00	10,326.80	11,874.00	12,935.00	(1,061.00)
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	0.00	500.00	0.00	0.00	1,377.97	0.00	1,377.97
300-918H	WHS MUSIC-VOCAL GENERAL CHOIR	6,139.61	10,564.50	18,767.50	5,054.51	11,097.47	13,809.64	18,802.47	(4,992.83)
300-918M	WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	3,616.17	7,477.40	13,892.40	1,656.87	6,287.13	11,221.44	3,059.42	8,162.02
300-918S	WHS SHOW CHOIR	11,045.40	17,843.00	18,828.00	11,143.20	11,143.20	18,730.20	0.00	18,730.20
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	4,623.00	8,046.30	11,509.12	2,989.97	8,519.15
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	107.00	1,927.00	4,638.83	16,833.40	(1,670.00)	0.00	(1,670.00)
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	1,052.33	1,052.33	0.00	0.00	1,734.92	0.00	1,734.92
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	2,000.00	2,000.00	0.00	0.00	2,078.28	0.00	2,078.28
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	0.00	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	0.00	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	855.00	1,200.00	0.00	800.00	18,559.62	19,532.22	(972.60)
		$ 177,136.23	**$ 88,985.23**	**$ 198,451.87**	**$ 51,104.15**	**$ 180,117.67**	**$ 195,470.43**	**$ 165,977.98**	**$ 29,492.45**
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	5,417.99	29,375.38	5,267.82	5,376.23	(108.41)
401-9022	AUX SERVICES FY 2022: SACRED HEART	0.00	0.00	56,545.60	8,077.57	30,978.51	25,567.09	120,971.22	(95,404.13)
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**	**$ 13,495.56**	**$ 60,353.89**	**$ 30,834.91**	**$ 126,347.45**	**$ (95,512.54)**
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
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**416**								
416-9089	TEACHER DEVELOPMENT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
416-9090	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9091	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9096	PROFESSIONAL DEVELOPMENT BLOCK GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**420**								
420-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**422**								
422-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9189		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9285		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9488		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**425**								
425-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
425-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**432**								
432-9090	EMIS SUBSIDY OHIO DEPT OF EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**440**								
440-0000	ENTRY YEAR PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**447**								
447-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**450**								
450-9000	SCHOOLNET 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

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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	16,951.05	26,385.59	(26,385.59)	0.00	(26,385.59)
		$ 129,715.61	**$ 0.00**	**$ 0.00**	**$ 16,951.05**	**$ 59,274.23**	**$ 70,441.38**	**$ 0.00**	**$ 70,441.38**
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)	41,319.74	41,319.74	0.00	17,719.52	0.00	0.00	0.00
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	**$ 41,319.74**	**$ 41,319.74**	**$ 0.00**	**$ 20,418.52**	**$ 20,901.22**	**$ 0.00**	**$ 20,901.22**
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	66,846.53	66,846.53	0.00	576,306.20	0.00	0.00	0.00
507-9022	ESSER II GRANT END 9/30/23	(474,265.52)	0.00	0.00	82,417.89	151,757.75	(626,023.27)	266,895.83	(892,919.10)
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	**$ 66,846.53**	**$ 66,846.53**	**$ 82,417.89**	**$ 766,638.97**	**$ (666,083.24)**	**$ 266,895.83**	**$ (932,979.07)**
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	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**514**								
514-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9002		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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**								

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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	127,493.86	127,493.86	0.00	135,841.61	0.00	0.00	0.00
516-9022	IDEA-B FED GRANT FY 2022	0.00	0.00	0.00	125,700.11	228,899.31	(228,899.31)	1,526.82	(230,426.13)
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
516-922A	IDEA-B ARP FY 22 FED GRANT American Recovery Plan	0.00	0.00	0.00	8,921.86	8,921.86	(8,921.86)	0.00	(8,921.86)
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	**$ 127,493.86**	**$ 127,493.86**	**$ 134,621.97**	**$ 373,662.78**	**$ (237,821.17)**	**$ 1,526.82**	**$ (239,347.99)**
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	13,388.03	13,388.03	0.00	19,612.94	0.00	0.00	0.00
524-9022	CARL PERKINS FY 2022	0.00	0.00	0.00	22,646.30	41,987.91	(41,987.91)	0.00	(41,987.91)
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

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524-9094	VOC ED: CARL D. PERKINS - 1984	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
524-9097	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9098	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9106	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9190	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9191	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9195	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9196	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9288	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9291	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9292	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9388	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 6,224.91	**$ 13,388.03**	**$ 13,388.03**	**$ 22,646.30**	**$ 61,600.85**	**$ (41,987.91)**	**$ 0.00**	**$ (41,987.91)**
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	57,386.32	57,386.32	0.00	57,386.32	0.00	0.00	0.00
572-9022	TITLE I: FY 2022	0.00	0.00	0.00	36,995.53	62,557.60	(62,557.60)	0.00	(62,557.60)
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

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Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
572-9091	TITLE I DISADVANTAGED CHILDREN	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
572-9092	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9093	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9098	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9197	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9199	CHAPTER 1 CARRYOVER 95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932N	TITLE I STIMULUS ALLOCATION FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932O	TITLE I STIMULUS FY11: DISADV. YOUTH SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 57,386.32**	**$ 57,386.32**	**$ 36,995.53**	**$ 119,943.92**	**$ (62,557.60)**	**$ 0.00**	**$ (62,557.60)**
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	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								
584-9090	DRUG FREE SCHOOL GRANT FUND	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
584-9091	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9092	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9093	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9094	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9098	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**585**								
585-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**587**								
587-0000	EARLY CHILDHOOD SPECED, IDEA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9000	IDEA PRESCHOOL-HANDICAPPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9013	PRESCHOOL GRANT FY 2013 ((HANDICAPPED)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9019	EARLY CHILDHOD PRESCHOOL IDEA FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9020	EARLY CHILDHOOD SPEC ED IDEA FY 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9021	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**								

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
589-9001		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**590**								
590-0000	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9002	CLASS REDUCTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9013	IMPROVING TEACH QUALITY FY13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9014	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9019	TITLE II-A SUPP EFF INST FY 19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	160.46	160.46	0.00	2,939.46	0.00	0.00	0.00
590-9022	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2022	0.00	0.00	0.00	11,620.38	19,367.30	(19,367.30)	732.88	(20,100.18)
		$ 2,779.00	**$ 160.46**	**$ 160.46**	**$ 11,620.38**	**$ 22,306.76**	**$ (19,367.30)**	**$ 732.88**	**$ (20,100.18)**
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	1,519.18	1,519.18	0.00	4,038.56	0.00	0.00	0.00
599-9099	SCHOOL TO WORK/CONTINUOUS IMPORVEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9102	OHIO LPDC ACTION RESEARCH PRJCT PHASE III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9122	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9123	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9200	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 2,519.38	**$ 1,519.18**	**$ 1,519.18**	**$ 0.00**	**$ 4,038.56**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Grand Total		**$ 38,303,729.74**	**$ 4,982,596.77**	**$ 30,999,014.58**	**$ 5,532,445.80**	**$ 23,976,186.08**	**$ 45,326,558.24**	**$ 8,089,363.06**	**$ 37,237,195.18**

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
OCTOBER 2021

General Fund
Budget to Actual Report

	FY 2022 Budget	FY 2022 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 17,492,503**	**$ 17,492,503**			
Total Revenue	**$ 53,810,985**	**$ 24,241,241**	**$ (29,569,744)**	**45.0%**	33.3%
Expenditures:					
Salaries and Wages	$ 32,039,497	$ 10,704,799	$ (21,334,699)	33.4%	34.62%
Employee Fringe Benefits	$ 10,280,292	$ 3,507,708	$ (6,772,584)	34.1%	33.3%
Purchased Services	$ 6,788,189	$ 1,957,535	$ (4,830,654)	28.8%	33.3%
Supplies and Materials	$ 1,309,270	$ 516,357	$ (792,913)	39.4%	33.3%
Capital Outlay	$ 511,852	$ 288,817	$ (223,035)	56.4%	33.3%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 527,827	$ 217,195	$ (310,632)	41.1%	33.3%
Transfers/ Advances out	$ 120,000	$ -	$ (120,000)	0.0%	33.3%
Total Expenditures	**$ 51,576,928**	**$ 17,192,411**	**$ (34,384,517)**	**33.3%**	33.3%
Revenue over (under) Expenditures	**$ 2,234,057**	**$ 7,048,830**			
Ending Cash Balance	**$ 19,726,561**	**$ 24,541,334**			
Encumbrances		**$ 5,674,442**			44.34%
Available Unencumbered Balance		**$ 18,866,892**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 4,982,596.77**
Total Expenditures Current Month All Funds	**$ 5,532,445.80**
Total Month End Cash Balance	**$ 45,326,558.24**

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	**$ 23,976,186.08**
Fiscal Year To Date % expended All Funds	**30.6%**