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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

TUESDAY, SEPTEMBER 26, 2023, 6:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING GYMNASIUM
524 Broad Street

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Meeting Minutes**
- V. [Public Participation](#)**
- VI. Administrative Items**

- A. Personnel Consent Items

- 1. Resignations

- a) Christine Putz, Classroom/Playground Aide position only, eff. 10/6/2023
 - b) Kim Snyder, Teacher, retirement eff. 6/4/2024

- 2. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)

- a) Non-teaching Employees

- (1) Adam Fisher
 - (2) Jennifer Garcia
 - (3) Donna Kilbert, eff. 9/25/2023
 - (4) Alyssa Young

b) Classified Substitutes

- (1) Amy Flickington

c) Supplemental Contracts

- (1) Stephanie Blaha, Rising Star Camp Worker
- (2) Lucas Daull, Boys Reserve Lacrosse Coach (33%)
- (3) Kalyn Davis, Director, Rising Star Camp
- (4) Dave Derrig, PDC Member
- (5) Jay Edurese, Boys Lacrosse Asst. Coach (Volunteer)
- (6) Grant Fairhurst, PDC Member
- (7) Kate Goodrich, PDC Chair
- (8) Nick Hassinger, Boys Reserve Lacrosse Coach (34%)
- (9) Debbie Lake, Rising Star Camp Worker
- (10) Jen Martin, 7th Gr. Girls Basketball
- (11) Matt McConnell, 7th Gr. Boys Basketball
- (12) Amy Muhl, Rising Star Camp Worker
- (13) Zach Ockunzzi, PDC Member
- (14) Lisa Owens, PDC Member
- (15) Matt Pavlak, Asst. Swim Coach (Volunteer)
- (16) Collin Peters, Boys Reserve Lacrosse Coach (33%)
- (17) Greg Pickard, 8th Gr. Girls Basketball
- (18) Mike Schmeltzer, 8th Gr. Boys Basketball (50%)
- (19) Brent Steiner, 8th Gr. Wrestling Asst. Coach
- (20) Steve Uhl, 7th Gr. Girls Basketball (Volunteer)
- (21) Kevin Williams, 8th Gr. Wrestling Head Coach
- (22) Chad Wolf, 8th Gr. Boys Basketball (50%)

c) Volunteers

- (1) Kristen Ashby
- (2) Mindie Bailey
- (3) Jennifer Barnhart
- (4) William Barnhart
- (5) Elizabeth Becar
- (6) Courtnie Blatter
- (7) Bambi Bowser
- (8) DaVonte Bryant
- (9) Taryn Busson
- (10) Kristin Cole
- (11) Jill Combs
- (12) David Dawson
- (13) Karla Gipson

- (14) Karen Hamilton
- (15) Claudia Harris
- (16) Meranda Jamison
- (17) Amy Jenkins
- (18) Kim Jurey
- (19) Carla Kabasky
- (20) Aliesha Luyster
- (21) Samantha Martin
- (22) Carrie Nolan
- (23) Jilian O'Brien
- (24) Melissa Orlando
- (25) Vicki Owen
- (26) Lauren Pal
- (27) Andrea Petkovic
- (28) Stacie Renner
- (29) Jerri Shultz
- (30) Carina Smith
- (31) Jenni Stallard
- (32) Carey Steidl
- (33) Lindsey Stine
- (34) Laura Williams
- (35) Jeremy Young
- (36) Lauren Zebrowski

- d) Recommendation to approve unpaid leave for Madison Monheim, from the end of her allowable sick leave through March 7, 2024

B. Action Consent Items

1. Recommendation to approve a second reading and adoption of the following Wadsworth City School District Board of Education bylaws and policies:
 - a) 0141.2, Conflict of Interest (Revised)
 - b) 2623.02, Third Grade Reading Guarantee (Revised)
 - c) 3120.08, Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Revised)
 - d) 4120.08, Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Revised)
 - e) 5113.01, Intra-District Open Enrollment (Revised)
 - f) 5320, Immunization (Revised)
 - g) 5330, Use of Medications (Revised)
 - h) 5330.05, Procurement and Use of Naloxone (Narcan) in Emergency Situations (replaces current Policy 5330.04)
 - i) 5337, Care of Students with Active Seizure Disorders (New)
 - j) 6240, Board of Revision Complaints and Countercomplaints (New)

- k) 6700, Fair Labor Standards Act (FLSA) (Revised)
 - l) 8210, School Calendar (Revised)
 - m) 8330, Student Records (Revised)
 - n) 8600, Transportation (Revised)
 - o) 8650, Transportation by School Van (Revised)
 - p) 9160, Public Attendance at School Events (Revised)
 - q) 9270, Equivalent Education Outside the Schools & Participation in Extra-Curricular for Students Not Enrolled in the District (Revised)
- 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) between the Cloverleaf Local Board of Education and the Wadsworth City School Board of Education for the 2023-2024 school year (two agreements)
- 3. 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) between the Copley-Fairlawn Board of Education and the Wadsworth City School Board of Education for the 2023-2024 school year
- 4. Recommendation to approve the following donations:
 - a) \$3,300 from the Wadsworth Band Boosters
 - b) \$7,300.99 from the Wadsworth All-Sports Boosters
 - c) \$500 from an anonymous donor
 - d) \$500 from Soprema, Inc.
 - e) \$1,200 from the WMS PTO
 - f) \$600 from Anita and Marty Waung
- 5. Recommendation to approve the Government Entity Release of All Claims document
- 6. Recommendation to approve a first reading of Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students
- 7. Recommendation to approve the Contractor Event Speaker Agreement
- 8. Recommendation to approve the Master Services and Product Sales Agreement between CDW Government LLC and the Wadsworth City School District Board of Education
- 9. Recommendation to authorize the Ohio Schools Council to advertise and receive bids on behalf of the Wadsworth City School District Board of Education for the purchase of one (1) seventy-two (72)-passenger, conventional (gas) school bus chassis and body
- 10. Recommendation to approve the revised 2023-2024 school year calendar

VII. Items of the Treasurer

B. Action Consent Items

1. Recommendation to approve the Fiscal Year 2024 Amended Certificate of Estimated Resources
2. Recommendation to approve the Fiscal Year 2024 Permanent Appropriations Resolution

VIII. Items of the Board

- A. Review 2022-2023 Board of Education Goals
- B. Set 2023-2024 Board of Education Goals
- C. Discussion on Items Worn by Students at Commencement

IX. Executive Session

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

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 1. Appointment
 2. Employment ✓
 3. Dismissal
 4. Discipline
 5. Promotion
 6. Demotion
 7. Compensation
 8. Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes

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

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

X. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
September 26, 2023
Agenda Detail Sheet

VI. Administrative Items

A. Personnel Consent Items

2. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)

a) Non-teaching Employees

- (1) Adam Fisher: Mr. Fisher is being recommended to fill the student attendant float position that was left open when Ms. Jessica Ehrman moved to another position within the district.
- (2) Jennifer Garcia: Ms. Garcia is being recommended to fill the student attendant position at Valley View Elementary School that was left open when Ms. Ljiljana Ignjatovic accepted another position in the district.
- (3) Donna Kilbert: Ms. Kilbert is being recommended to fill the crossing guard position at Valley View Elementary School that was left open when Ms. Judy Garey resigned the position.
- (4) Alyssa Young: Ms. Young is being recommended to fill the student attendant position at Overlook Elementary School that is required due to the needs of a student, per the student's individual education program (IEP). This is a new position.

B. Action Consent Items

1. Wadsworth City School District Board of Education Bylaws and Policies: The bylaw and policies being recommended for a second reading and approval are required to be in compliance with Ohio Revised Code. Most of the changes are the result of recent House Bill 33 (state budget bill), and the policy changes required in the said bill will go into effect on October 3, 2023.

5. Government Entity Release of All Claims Document: The Government Entity Release of All Claims Document being recommended for approval is a continuation of our mass-action lawsuit against JUUL Labs, Inc. This is the result of resolutions the Board of Education passed on December 14, 2020 that allowed our school district to join a mass-action lawsuit against JUUL Labs, Inc.
6. Board of Education Policy, 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students: The Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students being recommended for a first reading is revised to address the increase we have seen in the number of students who have been caught providing an adulterated sample when they are tested, per the said policy. The revisions are meant to incentivize students to provide their own test samples, even if the students know they may test positive, as the goal with our testing program remains to get help to students who need it.
7. Contractor Event Speaker Agreement: The Contractor Event Speaker Agreement being recommended for approval is for a speaking engagement for the Medina County SHARE Cluster, which Wadsworth is the fiscal agent for. If approved, the funds used to pay for the speaker are from the Medina County SHARE Cluster.
8. CDW Government LLC Master Services and Product Sales Agreement: The Master Services and Product Sales Agreement between CDW Government LLC and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to continue to buy technology-related products through CDW-G.
9. Authorization for Ohio Schools Council to Advertise and Receive Bids: The request to authorize the Ohio Schools Council to advertise and receive bids on behalf of the Wadsworth City School District Board of Education for the purchase of one (1) seventy-two (72)-passenger, conventional (gas) school bus chassis and body being recommended for approval will allow the Ohio Schools Council to solicit bids for the bus that is included in our financial forecast this fiscal year.
10. Revised 2023-2024 School Year Calendar: The revised 2023-2024 school year calendar being recommended for approval clarifies that preschool will not be in session on April 18 and April 19, 2024, along with grades K-2, due to state testing in grades 3 & 4 at the elementary school.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

The Wadsworth City Board of Education met in Regular Session on Monday, September 11, 2023, at 7:00 P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present **Batey, Gordon, McComas, Kramer, Stevens**
Absent
Administrators **14**
Staff **3**
Visitors **45**

Student Liaison Tyler Blum

23-09-97 APPROVAL OF BOARD MINUTES

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

Regular Meeting August 14, 2023

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

Motion Carried,

STUDENT/STAFF RECOGNITION

STUDENT	GRADE	SCHOOL
Reign Tatter	04	Franklin
Beatrice Ross	04	Isham
Raylin Hakim	04	Lincoln
Lexi Smith	04	Overlook
Nora Miller	04	Valley View
Veda Oing	06	CIS
Reid Close	08	WMS
Samantha Woodard	12	WHS Career-Technical
Brianna Stoner	12	WHS

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Set Special Board of Education Meeting to set goals for the 2023-2024 school year, adopt the FY 2024 Certificate of Revenue and set FY 2023 Permanent Appropriations: September 26 at 6:00 p.m. at the Charles R. Parsons Administration Building.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

- B. Lifewise Academy.
- C. New Intermediate School Academic Wings Bathroom Design.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

23-09-98 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Gordon**, to adopt the Personnel Consent Items from the September 11, 2023, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations

- a) Christian Baughman Asst. Wrestling Coach (Vol.)
- b) Dawn Garoutte Classified Employee (retire 12/01/23)
- c) Amber McClure Classified Employee (eff. 08/25/23)
- d) Matt Shiarla 9th Grade Wrestling Coach (50%)
- e) Jennifer Stenger Playground Aide position only (eff. 09/15/23)

2. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the Board.)

a) Hourly Exempt Employees

- Kelly Burkhart (eff. 08/28/23)
- Krista Lyons (eff. 09/05/23)

b) Salary Exempt Employees

- Brent Tanner (eff. 08/30/23)

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WADSWORTH CITY BOARD OF EDUCATION

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Date: September 11, 2023

c) Non-Teaching Employees

Christie Anderson	(eff. 08/23/23)
Rachel Cavanaugh	(eff. 09/11/23)
Lydia Pasco	(eff. 08/23/23)
Arielle Quinlan	(eff. 08/23/23)
Donnaven Russell	(eff. 08/23/23)
Sandra Shafer	(eff. 08/23/23)

d) Certified Substitutes

Tanya Cumberledge	
Tiffany Hoesel	
Kirk Kresowaty	
Payton Matthews	(eff. 08/28/23)
Amber McClure	(eff. 09/06/23)
Jennifer Stenger	(eff. 08/25/23)

e) Supplemental Contracts

Victoria Albanese	RTI Member (WMS)
Kevin Auerbach	Yr. 2 Resident Educator Mentor (2-yr. program)
Patti Back	LPDC Member
Halle Baker	Bus Ramp Duty (IS)
Jennifer Balogh	RTI Member (WMS)
Christian Baughman	9th Grade Wrestling Coach (50%)
Cindy Beeman	Intramurals (WMS)
Jamie Bennett	Student Council Advisor (OV) (50%)
Rich Berlin	Student of the Month (WHS)
Rob Bodjanac	Fishing Club (WMS)
Laura Boyert	RTI Member (WMS)
Camdyn Brady	Girls' Varsity Lacrosse Coach
Angela Carretta	Bus Ramp Duty (OV)
Mario Caruso	WMS Asst. Football Coach (Vol.) (eff. 08/21/23)
Dianna Culbertson	RTI Chair (OV)
Rob Earle	LPDC Member
Alexandra Hall	Crossing Guard Supervisor (IS)
Angie Hall	RTI Member (WMS)
Matt Hastings	O.J. Work Auditorium Manager
Kim Kirven	RTI Member (OV)
Colleen Lavin	Chess Club (OV)
Joy Love	Chess Club Advisor (VV)

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Jennifer Manos	RTI Chair (WMS)
Abbey Martin	RTI Member (WMS)
Sarah Maxon	Bus Ramp Duty (OV)
Laura Nagy	RTI Chair (VV)
Brandon Nolin	Crossing Guard Supervisor (OV)
Janee Oktela	Crossing Guard Supervisor (VV) (50%) Bus Ramp Duty (VV)
Kelly Osterhouse	RTI Member (VV)
Kathy Ott	RTI Member (OV) Bus Ramp Duty (OV)
Lisa Owens	Science/STEM Club Advisor (VV)
Abbey Pecnik	Student Council Advisor (OV) (50%)
Jamee Porchowsky	WMS Fall Cheer Advisor (50%) (eff. 08/21/23) WMS Winter Cheer Advisor (50%) (eff. 08/21/23)
Todd Rains	WMS Asst. Football Coach (Vol.)
Caren Schrubbs	RTI Member (WMS)
Phil Seenes	Crossing Guard Supervisor (VV) (50%)
Justine Sheehan	Bus Ramp Duty (CIS)
Matt Shiarla	Asst. Wrestling Coach (Vol.)
Jason VanKirk	LPDC Chair
Katherine Wolf	RTI Member (VV) Student Council (VV)
Rob Lynn	Athletic Contest Worker (eff. 09/08/23)

f) Volunteers

Melissa Amick	Kristin Cavacchi
Kelly Archinal	Andrew Clark
Jennifer Asente	Natalie Clark
Brittany Basinger	Jessica Cunningham
Abigail Bradford	Hester Dailey
James Bradford	Ashley Danecki
Wendi Breyley	Hilary Derr
Mary Carol Buck	Melanie Dickinson
Rebecca Buescher	Diana Dodd
Rachel Burger	Nicole Donato
Elise Burton	Amy Dooley
Jacob Burton	Ashley Dunwald
Anna Caggiati	Jessica Evans
Sarah Cain	Marshall Fernbaugh
Teresa Caldwell	Amanda Fowler
Amy Casey	Lindsay Frame

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

Kathi Frantz
Nicole Frase
Joanne Gahan
Lisa Gale
Amanda Gasser
Grace Gasser
Kelly Glover
Monica Goetz
Stephen Grecni
Jennifer Griest Hayes
Mariah Grimm
Jackie Gruelle
Becky Grywalski
Diennia Hall
Audrey Harris
Gail Hartzler
Maren Hill
Joanne Holbert
Christine Hunter
Lauren Ita
Justin James
Rachel James
April Jira
Cara Johnson
Jill Jones
Monica Kallai
Jamie Keith
Krista Kidney
Jeff Kissinger
Amanda Kitzmiller
Tiffany Klein
Leah Kline
Dave Kopfstein
Gwendolen Kopfstein
Lauren Kozak
Linda Kozlowsky
Gary Lake
Jennifer Lau
Anthony Laurene
Kimberly Laurene
Rebecca Liddy
Charlotte Lisle
Megan Lucey
Lois Lumsden

Margaret Luth
Nikki Madachik
Tina Marks
Michelle Martine
Ashley McAnalley
Kathryn Mesick
Julie Mittleman
Katherine Moore
Lisa Moore
Jessica Morgan
Shauna Morrison
Jill Munyon
Jenny Neforos
Elizabeth Ockunzzi
Zachary Ockunzzi
Ihesha Packer
Julie Pagano
Sarah Patterson
Laura Perkins
Taylor Pifer
Alicia Pitts
JoAnne Pluskota
Holland Poole
Jacob Poole
Erica Price
Stephanie Profio-Miller
Brittney Quinn
Patrick Quinn
Bonnie Rains
Angela Rausch
Ashley Rediger
Peter Reed
Sandra Reed
Christina Romig-Mozena
Sarah Ross
Elizabeth Runkle
Tiffany Rybak
Lorie Saiben
John Saunders
Shannon Schrock
Cathryn Shaffer
Shannon Shaffer
Jamie Shellhorn
Janice Sieber

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WADSWORTH CITY BOARD OF EDUCATION

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Joanna Simmons
Toni Smith
Holly Stevens
Cory Stevenson
Jessica Stevenson
Tamara Stiver
Katherine Suffolk
Shelly Tekautz
Christi Urbanek
Pamela VanDyke
Betsy Virkler
Tiffany Wagar
Cliff Wallace
Rachel Wallace
Lyndsay Wansitler
Beth Watson
Joshua Watson

Elizabeth Weidman
Shelby Wenger
Teresa West-Holmes
Richard Wheatley
Ashley Whited
Samantha Wiggins
Amy Wilhite
Jenna Williams
Tiffany Wirth
Kathy Wise
Peggy Wood
Stephen Wood
Amanda Yoak
Andrea Yorke
Rita Youngblood
Michele Zaborek
Leah Ziegman

3. Recommendation to approve unpaid leave for Lisa Bressler on November 3, 2023.
4. Recommendation to approve unpaid leave for Brianna Crowley from the end of her allowable sick leave through January 3, 2024.
5. Recommendation to amend the unpaid leave for Jordan McGovern to reflect a return date of January 4, 2024 (May 8 Board approval was for sick leave through December 1, 2023).
6. Recommendation to approve unpaid leave for Heather Lampshire (cafeteria helper position only) from the end of her allowable sick leave through October 3, 2023.
7. Recommendation to approve unpaid leave for Danielle Francis from the end of her allowable sick leave through September 28, 2023.
8. Recommendation to approve unpaid leave for Debbie Crites from her classroom/playground aide position only, effective September 6, 2023 through the 2023-2024 school year.

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

23-09-99 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Kramer**, to adopt the Action Consent Items from the September 11, 2023, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve the following donations:

a)	Wadsworth Band Boosters	\$ 3,464
b)	Wadsworth Band Boosters	\$ 1,500
c)	Dominion Energy	\$20,000
2. Recommendation to add the following to the list of 2023 graduates, having met all State and local regulations:

a)	Sol'Ronte Lipford
b)	Zachary Wade
3. Recommendation to readopt Wadsworth City School District Board of Education Policy 2261.01.
4. Recommendation to approve the Memorandum of Understanding 2023-24 between the Tri-County Educational Service Center and the Wadsworth City School District Board of Education. **(ATTACHED)**
5. Recommendation to approve the Affiliation Agreement between the WayneCounty Schools Career Center Practical Nursing Programs and the Wadsworth City School District Board of Education. **(ATTACHED)**
6. Recommendation to approve the Penn Foster Terms and Conditions and Penn Foster Privacy Policy. **(ATTACHED)**
7. Recommendation to approve the USA Mobile Drug Testing of Northeast Ohio Terms and Conditions. **(ATTACHED)**
8. Recommendation to approve the Service Agreement 2023-2024 School Yearbetween Envision and the Wadsworth City School District Board of Education. **(ATTACHED)**
9. Recommendation to approve the Ohio Interscholastic Adaptive Sports Participating Schools Agreement between Adaptive Sports Ohio and the Wadsworth City School District Board of Education. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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10. Recommendation to approve the PM Generator Contracts (3) between Cummins Sales and Service and the Wadsworth City School District Board of Education. **(ATTACHED)**
11. Recommendation to approve the Business Agreement between Nightfall Entertainment, LLC and the Wadsworth City School District Board of Education, effective August 29, 2023. **(ATTACHED)**
12. Recommendation to approve the JG Equipment Service Terms & Conditions, effective August 31, 2023. **(ATTACHED)**
13. 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, 2023 through June 30, 2024. **(ATTACHED)**
14. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education bylaws and policies:
 - a) 0141.2 Conflict of Interest (Revised)
 - b) 2623.02 Third Grade Reading Guarantee (Revised)
 - c) 3120.08 Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Revised)
 - d) 4120.08 Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Revised)
 - e) 5113.01 Intra-District Open Enrollment (Revised)
 - f) 5320 Immunization (Revised)
 - g) 5330 Use of Medications (Revised)
 - h) 5330.05 Procurement and Use of Naloxone (Narcan) in Emergency Situations (replaces current Policy 5330.04)
 - i) 5337 Care of Students with Active Seizure Disorders (New)
 - j) 6240 Board of Revision Complaints and Countercomplaints (New)
 - k) 6700 Fair Labor Standards Act (FLSA) (Revised)
 - l) 8210 School Calendar (Revised)
 - m) 8330 Student Records (Revised)
 - n) 8600 Transportation (Revised)
 - o) 8650 Transportation by School Van (Revised)
 - p) 9160 Public Attendance at School Events (Revised)
 - q) 9270 Equivalent Education Outside the Schools & Participation in Extra-Curricular for Students Not Enrolled in the District (Rev.)
15. Recommendation to approve the following overnight trip, if Competitive Cheerleading Team qualifies for the State Competition: March 2 and 3, 2024 in Columbus.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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Date: September 11, 2023

16. Recommendation to determine the following students as impractical to transport for the 2023-2024 school year:
- | | | |
|----|--------------------|---|
| a) | Regan Beaumont | St. Hilary |
| b) | Harper Fabris | Chapel Hill Christian School South Campus |
| c) | Damion Floyd | Medina Christian Academy |
| d) | Kayden Floyd | Medina Christian Academy |
| e) | Aaliyah Harrington | Medina Christian Academy |
| f) | Ryland Sauto | Medina Christian Academy |
| g) | Trenton Sauto | Medina Christian Academy |
17. Recommendation to approve the Resolution to make provisional changes to Wadsworth City School District Board of Education Policies, Administrative Guidelines, and Forms to comply with House Bill 33. **(ATTACHED)**
18. Recommendation to approve the following Compact class fees for the 2023-2024 school year:
- | | | |
|----|----------------------------------|-------|
| a) | Diversified Medical Technology I | \$170 |
| b) | EDT I | \$ 25 |
| c) | EDT II | \$ 25 |
| d) | Practical Living | \$ 15 |
| e) | Nutrition & Wellness | \$ 15 |
19. 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(D) between the Rittman Exempted Village School District and the Wadsworth City School District Board of Education. **(ATTACHED)**
20. Recommendation to approve the CEV Multimedia, LLC Terms and Conditions and Privacy Policy. **(ATTACHED)**
21. Recommendation to approve the Refund Request of Service Account from the Educational Service Center of Medina County. **(ATTACHED)**
22. Recommendation to approve the following Memorandum of Understandings between Big Brothers Big Sisters of Summit, Medina & Stark Counties and the Wadsworth City School District Board of Education for the 2023-2024 school year: **(ATTACHED)**
- | | |
|----|-----------------------------|
| a) | Central Intermediate School |
| b) | Franklin Elementary School |
| c) | Lincoln Elementary School |

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

23. Recommendation to approve the American Red Cross Licensed Training Provider Agreement and Class Posting Service Terms and Conditions. **(ATTACHED)**
24. Recommendation to approve the Preventive Service & Maintenance Agreement between Comfort Systems, USA and the Wadsworth City School District Board of Education for the period of December 1, 2023 through November 30, 2024. **(ATTACHED)**
25. Recommendation to approve the Preventive Service & Maintenance Agreement between Comfort Systems, USA and the Wadsworth City School District Board of Education for the period of January 1, 2024 through December 31, 2024. **(ATTACHED)**
26. Recommendation to approve the Ohio High School Athletic Association (OHSAA) Tournament Site Availability Agreement, effective August 1, 2023. **(ATTACHED)**
27. Recommendation to approve the Mindwise Innovations Scope of Work and Contractual Terms. **(ATTACHED)**

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

Motion Carried,

ITEMS OF THE TREASURER

23-09-100 Upon the recommendation of Treasurer Beeman, the motion was made by **Batey**, seconded by **McComas**, to adopt the Action Item A of the Treasurer from the September 11, 2023, Regular Meeting, as presented:

A. ACTION ITEM

1. Recommendation to approve a Resolution Approving and Authorizing a Ground Lease and Lease-Purchase Agreement and Related Documents Providing for the Construction, Enlarging, Furnishing and Equipping, and the Lease and Eventual Acquisition of Facilities and Improvement, Including a New Intermediate School, for School District Purposes, Authorizing the Preparation and Authorizing and Approving Other Related Matters. **(ATTACHED)**

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

23-09-101 Upon the recommendation of Treasurer Beeman, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Action Item B of the Treasurer from the September 11, 2023, Regular Meeting, as presented:

B. ACTION ITEM

1. Recommendation to accept the August financial reports as presented and subject to audit.

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

Motion Carried,

LEGISLATIVE UPDATE

KRAMER: HB 33 requires District to complete a survey on Core Literature.

New online requirements for calamity days.

BOARD MEMBER ITEMS

23-09-102 The motion was made by **McComas**, seconded by **Batey**, to approve an Addendum to the contract dated April 10, 2023 between the Wadsworth City School District Board of Education and Douglas D. Beeman, Treasurer.

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

Motion Carried,

23-09-103 The motion was made by **Gordon**, seconded by **McComas**, to approve an Addendum to the contract dated February 8, 2021 between the Wadsworth City School District Board of Education and Dr. Andrew Hill, Superintendent.

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

TYLER

BLUM: Updated the Board on the football team's success. Announced Music Man started rehearsal today.

LINDA

KRAMER: Announced the Fall OSBA Meeting will be at the Galaxy on October 4, 2023. Recognized all the people that are still suffering as a result of September 11, 2001.

GARY

MCCOMAS: Welcomed students and staff back and is looking forward to a great school year and wished everyone a great year. All sports are off to a great start including tennis, soccer and volleyball.

AMANDA

GORDON: Welcomed Tyler. Recognized the Salute the Troops Night at the stadium last week. It was a wonderful way to honor our veterans and actives service members. Noted we were the Cleveland Browns game of the week and Coach Todd was honored as the coach of the week.

Alumni updates: Sarah Keating received a position as a middle school math teacher at Wooster. Lauren Claxton has the lead role in the musical at Miami University.

JULIE

BATEY: Welcomed Tyler and all of the students and staff. Enjoyed following the facebook and Instagram pages to see what is happening in our schools. Recognized Amy Muhl at CIS on the use of the new keyboard recently purchased the CIS music program.

JILL

STEVENS: Welcomed Tyler. Thanked the principals for honoring the Students of the Month. Noted the volunteer list of 122 names on tonight's agenda and thanked everyone. Announced that at the NE OASBO Fall conference, Linda Kramer will be honored with the Roger Samuelson Award of Board Excellence.

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:

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

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

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

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

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

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

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

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

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

EXECUTIVE SESSION

23-09-104 The motion was made by **McComas**, seconded by **Kramer**, to enter Executive Session at **7:45** p.m.

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 11, 2023

EXECUTIVE SESSION recessed at **8:40** p.m.

ADJOURNMENT

23-09-105 The motion was made by **Batey**, seconded by **McComas**, to adjourn at **8:40** p.m.

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

Motion Carried,

(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer



Book: Ohio Local Policies for Update

Section: Vol. 42, No. 1 - August 2023

Title: Vol. 42, No. 1 - August 2023 Refresher on Religion in Schools and Religious Release Time

Number: 03 - Legal Alert

Legal Alert

To: Neola Clients

From: Ennis Britton Co., LPA

Re: Refresher on Religion in Schools and Religious Release Time

Date: August 2023

In 2014, Ohio passed a law which authorized public school district boards of education to adopt policies that permit students to be released during the school day without penalty to attend a course in religious instruction conducted by a private entity off school property. While this policy is optional, a number of school boards elected to adopt it. The decision can be a popular one in communities, although it is not without the potential for controversy and challenge.

Several groups have contacted schools in recent months demanding records related to religious released time, and have also indicated that they intend to offer alternative classes for students to promote science and other non-religious topics. The groups have even threatened litigation in some

cases if they perceive that they are being treated differently from community religious groups that offer released time classes.

This situation has prompted questions about what public school boards are and are not allowed to do under state and federal law. The following memorandum provides a brief synopsis of the current state of the law on this topic.

Religion in Schools: A Quick Recap of the Free Exercise Clause and the Establishment Clause

Under the First Amendment, Congress and by application other government entities are prohibited from either establishing religion or taking any action that interferes with the free exercise of religion. The •••Free Exercise Clause••• and •••Establishment Clause••• collectively govern how public schools address religion in schools.

Establishment Clause

The Establishment Clause prohibits the government from establishing an official religion or favoring one religion over another. Furthermore, the Establishment Clause prohibits the government and its entities from preferring religion over non-religion or non-religion over religion.

The Establishment Clause is the foundation for the well-known •••wall of separation••• between church and state. As applied to public schools, this clause prohibits schools from providing instruction in religious matters. While school funding has often been at the forefront of the Establishment Clause debate in schools, the Supreme Court has heard other issues, such as private prayer, religious organizations, and teachings of creationism throughout the years.

Free Exercise Clause

The Free Exercise Clause establishes citizens••• right to practice their chosen religion which the government may not infringe upon. However, because a public school is not a completely open forum, school officials are permitted to put reasonable time, place, and manner restrictions on

students... religious expression, so long as the restrictions have a logical connection to the school...s educational mission and operations.

The U.S. Secretary of Education has previously declared that the Free Exercise Clause protects students... rights to pray before meals, read religious scriptures, discuss religion with other students, and even establish religious organizations. However, due to the Establishment Clause restrictions, school officials may neither encourage nor discourage participation in these events.

Recently Published U.S. Department of Education Guidelines

On May 15, 2023, the U.S. Department of Education released a ...Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools...¹ This guidance was likely released in part due to the Supreme Court decision *Kennedy v. Bremerton School District*, where the Supreme Court concluded a coach may offer a quiet personal prayer on the field after games. The guide addresses numerous situations a public school might face and the current black letter law regarding those situations.

Non-Instructional Time: the guidance indicates that students may pray ...when not engaged in school activities or instruction... Students may also read religious materials, pray before meals, or worship, as long as these activities occur during non-instructional time to the same extent they are permitted to engage in other nonreligious activities. While school officials may still place restrictions and rules on all student activities, those rules may not discriminate against student prayer or other religious activities, and must be evenly applied.

Organized Prayer Groups: The Department of Education stated that students are permitted to organize prayer or religious clubs ...to the same extent that students are permitted to organize other noncurricular student activity groups... However, in line with the Establishment Clause, school officials are not permitted to encourage nor discourage student participation in religious activity, and school officials must be careful to take reasonable steps to ensure that students are not pressured or coerced into participating or not participating in such activities. Additionally, schools must allow religious clubs and groups to advertise their activities to the same extent that nonreligious groups are permitted to, such as by posting notices on social media, placing ads in school newspapers,

etc.

Teachers, Administrators, and Other School Employees: As previously mentioned, school officials may not encourage or discourage religious activity. However, school employees are not prohibited from engaging in private prayer so long as it does not result in student coercion of any type. The Department of Education also clarified that school employees may engage in private religious expression to the same extent that they may engage in other conversations and nonreligious activities during appropriate times, such as before school or during breaks.

This is particularly relevant following the Kennedy v. Bremerton School District case, in which the Supreme Court found that a coach was permitted to pray without students during the ••post-game period•• because, during that time, coaches were allowed to attend to personal matters, students were not present, and he was not acting within the scope of his employment.

Moments of Silence: A school district that engages in a moment of silence or other quiet periods may permit a student to pray silently. However, under the Establishment Clause, school employees ••may not require or encourage students to pray, or discourage them from praying, during such times.••

Accommodation of Prayer and Religious Exercise During Instructional Time: Students may engage in religious expression during instructional time to the same degree that students may engage in nonreligious private expression. The Department of Education gave the example that students may bow their heads and silently pray to themselves before taking a test.

Student Assemblies and Noncurricular Events: The Department of Education has stated that ••student speakers at school assemblies and noncurricular activities such as sporting events may not be selected on a basis that either favors or disfavors religious perspectives.•• If the school has control over the content of the speech, that speech may not include prayer or content that promotes or opposes religion. However, if the speaker is selected through evenhanded criteria and the school does not control the content, that speaker is permitted to engage in religious speech.

Prayer at Graduation: School officials may not organize a prayer or select speakers who favor religious speech. However, if a student is selected ••on the basis of genuinely content-neutral,

evenhanded criteria, and schools do not determine or have control over their speech, school officials may not control speech and thus may include religious content or a prayer. The Department of Education has clarified that, in this case, school officials are permitted to make a note that the speaker's speech is not the school's speech.

Baccalaureate Ceremonies: School officials may not organize religious baccalaureate ceremonies. However, if a school makes its facilities available to private secular groups, it must similarly make the facilities available to private non-secular groups as well under the same terms and conditions.

A Caw Law History of Religious Release Time in Schools

Way back in 1948, the U.S. Supreme Court issued a decision in the case *McCormack v. Board of Education* that found an Illinois program unconstitutional because school classrooms were being turned over to religious instructors to provide religious instruction in violation of the Establishment Clause.²

A few years later, SCOTUS held in *Zorach v. Clauson* that release time programs may be constitutional following certain guidelines. The Court found the New York program distinguishable from the program in *McCormack* and determined it violated neither the Free Exercise nor the Establishment Clauses. In terms of the Free Exercise Clause, the court noted that no student was forced to attend the released time program, and each student was left to his or her own desires as to the manner or time of the religious devotion.³ Regarding the Establishment Clause, the Court recognized that the religious program was not held on school grounds, and school officials were not promoting the program. Rather they were merely releasing students from class.⁴

The Supreme Court highlighted that the First Amendment does not say that in every and all respects there shall be a separation of church and state. Instead, it defines the manner, the specific ways, in which there shall be no concern or union or dependence one on the other.⁵ Thus, the Supreme Court ultimately held that a release program, following certain conditions, is constitutional because public schools do no more than accommodate their schedules to a program of outside religious instruction.⁶ This ruling has led numerous school districts nationwide to implement release time programs, and ultimately paved the way for Ohio to pass a state law regarding release time.

State Law Regarding Religious Release Time

R.C. 3313.6022 declares that a school board may adopt an optional policy that permits release time for religious instruction, with the following guidelines and requirements:

The student's parent or guardian provides written consent;

The sponsoring entity maintains attendance records and makes them available to the school district that the student attends;

Transportation to and from the place of instruction, including transportation for students with disabilities, is the complete responsibility of the sponsoring entity, parent, guardian, or student;

The sponsoring entity makes provisions for and assumes liability for the student;

No public funds are expended, and no public school personnel are involved in providing the religious instruction; and

The student assumes responsibility for any missed schoolwork.

Additionally, according to the 2014 legislation, students may earn up to two (2) credits for attending their released time program if a board elects to grant credit. When determining whether to award a student with credits, the board must evaluate the course based on secular criteria that is substantially the same criteria used to evaluate similar nonpublic high school courses taken by a transferring student. Secular criteria may include the number of classroom hours, review of the course syllabus, methods of assessment, and instructor qualifications, which must be similar to the qualifications of district teachers.

It is important to understand that although state law permits religious release time, public schools must still adhere to the legal mandates of the Free Exercise and Establishment Clauses. Districts that adopt release time policies should caution staff about promoting or discouraging student participation in it.

They should also plan meaningful activities for students who elect not to participate. Schools should allow the same type of access to school social media, bulletin boards, etc. that is permitted for all groups and avoid treating the religious instruction providers more or less favorably than anyone else. Finally, school districts should not take an active role in selecting or approving religious instruction providers.

Conclusion and Final Reflections

As school boards consider whether to adopt policies that allow released time for religious instruction, and as school staff respond to requests from the public about religious release time, it is important to understand both the rights and restrictions that state and federal laws place on public school districts. School district communities may strongly favor religious release time for students, although some may strongly oppose it as well. Adoption of the policy may draw interest and attention from a variety of religious groups or even anti-religion groups. School districts are well advised to discuss the pros, cons, and legal limitations with district legal counsel as they consider adoption of policies and response to requests for records.

U.S. Department of Education, *Guidance on Constitutionally Protected Prayer and Religious Expression in Public*

¹ *Elementary and Secondary Schools*, (May 15, 2023)

https://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html.

² *McCullum v. Bd. of Educ.*, 333 U.S. 203 (1948)

³ *Zorach v. Clauson*, 343 U.S. 306, 311 (1952)

⁴ *Id.* at 316

⁵ *Id.* at 683

⁶ *Id.* at 314

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Book: Ohio Local Policies for Update

Section: Vol. 42, No. 1 - August 2023

Title: Vol. 42, No. 1 - August 2023 Rationale for "invasive physical exam" Language - Policy 5310

Number: 04 - Legal Alert

Legal Alert

To: Neola Clients

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

Re: The Rationale for Including "invasive physical exam" Language - Policy 5310

Date: August 2023

Recently, some community members have expressed concerns to district administrators and board members that Policy 5310 ••• Health Services provides for parental notification of any upcoming •••nonemergency, invasive physical examination or screening,••• even though such examinations are not otherwise permitted or required by State law. The inclusion of this language, however, is directly mandated by federal law, and importantly, does not by itself authorize districts to conduct any such examinations.

The individuals who are raising such concerns have asked why Policy 5130 includes the following paragraph:

The Board shall directly notify the parents of students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any nonemergency, invasive physical examination¹ or screening is scheduled or expected to be scheduled for students if the examination or screening is: (1) required as a condition of attendance; (2) administered by the school and scheduled by the school in advance; and (3) not necessary to protect the immediate health and safety of a specific student, or other students.

The above language is directly attributable to federal law. 20 United States Code (••U.S.C.••) •• 1232h •• Protection of pupil rights expressly requires school districts to notify parents if any non-invasive physical examinations are scheduled or are expected to be scheduled. The statute provides, in relevant part:

(2) PARENTAL NOTIFICATION

(A) Notification of policies

The policies developed by a local educational agency under paragraph (1) shall provide for reasonable notice of the adoption or continued use of such policies directly to the parents of students enrolled in schools served by that agency. At a minimum, the agency shall••

(i) provide such notice at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies; and

(ii) offer an opportunity for the parent (and for purposes of an activity described in subparagraph (C)(i), in the case of a student of an appropriate age, the student) to opt the student out of participation in an activity described in subparagraph (C).

* * *

(C) Activities requiring notification

The following activities require notification under this paragraph:

•••

(iii) Any nonemergency, invasive physical examination or screening that is•••

(I) required as a condition of attendance;

(II) administered by the school and scheduled by the school in advance; and

(III) not necessary to protect the immediate health and safety of the student, or of other students.

Plainly, the above-referenced paragraph is included in the Policy to ensure districts fulfill the parental notification requirements imposed by 20 U.S.C. •• 1232h. Again, 20 U.S.C. •• 1232h does NOT confer any additional rights to school districts that would authorize invasive physical exams.

While 20 U.S.C. •• 1232h does not generally authorize districts to conduct invasive physical exams,² the federal law does recognize and include a state law exception that allows a state to permit or require physical examinations or screenings.³ To that end, Neola•••s template Policy includes the following language to ensure parents understand the scope of their rights:

Unless the physical examination or screening is permitted or required by an applicable State law, parents may refuse to allow the Board to administer a nonemergency, invasive physical examination or screening upon written notification to the Board within ____ () days after receipt of the Board•••s annual public notice.

(Emphasis added). While some boards of education have elected not to include the preceding language, Neola recommends its inclusion to clearly communicate to parents that they have the ability and opportunity to opt their children out of physically invasive exams unless otherwise permitted or required by law. If your current policy does not include this paragraph, you may want to reevaluate its absence and update your policy to include it.

In conclusion, contrary to the concerns raised by some members of the public, current template Policy 5310 is appropriate and consistent with the requirements imposed on school districts by 20 U.S.C. •• 1232h; as such, it not only reflects the current federal law, but also serves to protect, not usurp, the rights of parents. Based on the preceding, at this time, Neola is not proposing any revisions to the

document.

The template Policy comes on to define ••invasive physical exam•• as: ••any medical examination that involves the exposure of private body parts, or any act during such
¹ examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.•• This definition is taken, verbatim, as it appears at 20 U.S.C. •• 1232h(c)(6)(B).

20 U.S.C. •• 1232h(c)(4)(B) provides:

(B) State law exception

The provisions of this subsection••

- ² (i) shall not be construed to preempt applicable provisions of State law that require parental notification; and
(ii) do not apply to any physical examination or screening that is permitted or required by an applicable State law, including physical examinations or screenings that are permitted without parental notification.

For example, Ohio's Revised Code § 3313.673 requires school districts to screen first-time kindergarten or first grade enrollees for hearing, vision, speech and communications, and health or medical problems and for any developmental disorders. Some individuals in Ohio have voiced concern regarding the interplay between this statute and Policy 5310. However, such concerns are misplaced. First, R.C. § 3313.673 does not involve a non-emergency, invasive physical examination. Further, the statute expressly permits and/or requires a screening so it falls directly under the auspices of the "unless" language ("Unless the physical examination or screening is permitted or required by an applicable State law") in the fifth paragraph of the template Policy (reproduced above). As such, a parent's right under federal law to opt their child out of such a screening does not apply. Instead, the state statute independently affords a parent the right to sign a written statement to the effect that he does not wish to have his child receive such a screening.

Information contained in this Legal Alert is provided for the general education and knowledge of its readers. It is not designed to be, and should not be used as, the sole source of information when analyzing and addressing a legal problem/issue, and it should not be substituted for legal advice, which relies on a specific factual analysis. Moreover, the laws of each jurisdiction are different and are constantly evolving. The information in this Legal Alert is not intended to create, and receipt of it does not constitute, an attorney-client relationship. If you have specific questions regarding a particular fact situation, you should obtain the services of competent legal counsel.



Book: Ohio Local Policies for Update

Section: Vol. 42, No. 1 - August 2023

Title: Vol. 42, No. 1 - August 2023 Changes Coming for Home School Students

Number: 05 - Legal Alert

Legal Alert

To: Neola Clients

From: Ennis Britton Co., LPA

Re: Changes Coming for Home School Students

Date: August 2023

Among the many education-related changes adopted in Ohio's biennium budget bill, HB 33 revamped state law related to home schooling. Under a newly adopted statute, which is codified in R.C. 3321.042, the term "home education" is formally adopted to describe home schooling, and is defined as the education of a child between the ages of six and eighteen that is directed by the parent. The term expressly excludes education provided to a child who is enrolled full-time in a public or chartered nonpublic school.

The law further declares that students who are educated at home must receive instruction in the subject areas of English language arts, mathematics, science, history, government, and social studies. The list of required subjects is much smaller than it is in current law, and does not include instruction in

subjects such as physical education, health, and fine arts. Additionally, students are no longer required to receive instruction for any specific number of hours, and parents are no longer required to meet any type of qualifications or criteria to teach.

Likewise, school superintendents are no longer required to verify that they are receiving appropriate instruction. Rather, a parent is simply required to notify the superintendent of their resident district that their child is being educated at home within five (5) calendar days after home education has commenced, the student has moved into a new district, or the student has been withdrawn from a public or nonpublic school, and by August 1st each subsequent year. The notice is much shorter and need only include the following information: 1) parent's name; 2) parent's address; 3) child's name; and 4) an assurance that the child will receive instruction in all of the required subjects. In response, the superintendent is required to provide a basic, written acknowledgment that they have received the notice within fourteen (14) calendar days.

A home educated child is no longer "excused" from compulsory education, but instead is "exempt" from compulsory education immediately upon the district's receipt of the parent's notice. This appears to recognize that the district superintendent is no longer responsible for actively vetting home education in any way. However, the statute further states that schools may follow truancy procedures if the district obtains information that indicates the student is not receiving instruction in all of the required subjects.

If a child is ever re-enrolled in a public school following home education, a district is expected to place the student in the appropriate grade level "without discrimination or prejudice" in accordance with board policy. There is no definition of these terms or any indication of how they apply to home education.

The new law concludes by declaring that home education shall not be subject to any rules adopted by the director of the new department of education and workforce ("DEW"). It is assumed that DEW will repeal any administrative codes which have previously governed excusal of home-schooled students from school.

Other statutes throughout the revised code have been updated to adjust to the new changes in home education. Some changes simply recognize newly-adopted terms or reference the new statute,

although others are more substantive. For instance, the law has been revised to permit parents to issue age and schooling certificates themselves. Additionally, parents are no longer required to include an official excusal letter from the district to accompany the diploma that the parents have authority to issue.

Another substantive change relates to extracurricular activities. As in prior years, home educated students are still entitled to participate in extracurricular activities and those students must fulfill the same nonacademic and financial requirements as any other participants. However, the legislature somewhat modified the academic requirements for home education student participation. The school district is only authorized to consider whether the student met the regular academic requirements for participation if they were not home educated in the previous grading period. If they were home educated in the previous grading period, it appears that they will no longer be required to meet academic requirements. The bill also tweaks the language about students who are deemed ineligible for activities and commence home education after the beginning of the school year. Under the revised law, they must meet the academic requirements as determined by the superintendent to participate in future, and they are still not permitted to participate in the same semester in which they are determined ineligible.

Most provisions in HB 33 take effect after the start of the school year on October 3rd, 2023. The new DEW will have a few additional months to formally revoke or amend outdated regulations. This means that home educated/home schooled students and districts will likely be required to follow the old requirements and procedures at the start of this school year until the effective date of HB 33.

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Book: Ohio Local Policies for Update

Section: Vol. 42, No. 1 - August 2023

Title: Vol. 42, No. 1 - August 2023 Pending Law that Might Require Schools to Place AEDs in Facilities

Number: 06 - Legal Alert

Legal Alert

To: Neola Clients

From: Ennis Britton Co., LPA

Re: Pending Law that Might Require Schools to Place AEDs in Facilities

Date: August 2023

Sudden cardiac arrest is the leading cause of death in the United States, and is also the leading cause of sudden death among student athletes. This chilling reality has prompted states across the country to consider laws that would require schools and athletic venues to carry automated external defibrillators (••AED••). Medical studies have generally concluded that use of AEDs within a few minutes after an individual collapses will increase the chance of survival. Access to AEDs also benefits spectators, as well as employees and students who are on campus during the regular school day.

Legislation was recently proposed in Ohio that would require placement of AEDs in both of the

following locations:

Each public and chartered nonpublic school building; and

Each municipal sports and recreation location, except townships and villages with populations of less than 5,000.

Current law authorizes schools to have AEDs on any property under a board's control, and mandates that all employees with a few narrow exceptions must be trained to use the device if the district elects to obtain them. R.C. 3313.717 provides additional civil liability protection for schools. A separate law, R.C. 3313.6023, requires school districts to provide training to employees in the use of AEDs regardless of whether they have obtained the devices. Coaches are required to complete training in sudden cardiac arrests, and parents must receive information about cardiac arrest.

If House Bill 47 passes, schools would be required to obtain AEDs. HB 47 would also require each district to provide training to teachers, principals, administrative employees, coaches, athletic trainers, and other individuals who supervise interscholastic athletics, as well as any other employee subject to in-service training requirements under current law.

The bill further requires that each district adopt an emergency action plan that will instruct responders on use of AEDs. The bill requires the Department of Health to develop a model plan, which may be adopted by districts to fulfill this requirement.

HB 47 also requires all controlling authorities of municipal sports and recreation locations to place AEDs in each location under their control. Sports and recreation facilities are defined to include indoor recreation centers, gymnasiums, swimming pools, and playing fields. This is helpful for school districts that use community facilities to hold practices or competitions. The municipalities are required to have a sufficient number of employees and volunteers trained to use an AED, and must also adopt an emergency response plan.

Finally, school districts, chartered nonpublic schools, and youth sports organizations will be required to hold informational meetings to review the signs and symptoms of sudden cardiac arrest before the start of each athletic season.

HB 47 was passed by the House on June 14th and is currently before the Senate Health Committee. There appears to be some momentum in getting this bill to pass. In anticipation of this, NEOLA has updated policies to include proposed changes. For the time being, schools may still elect to have AEDs in their facilities. NEOLA has an optional policy to address use and storage of the devices. It is important that schools properly train staff to use AEDs, and also ensure that the devices remain in good working order.

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Book: Ohio Local Policies for Update

Section: Vol. 42, No. 1 - August 2023

Title: Vol. 42, No. 1 - August 2023 Artificial Intelligence: An Overview of the Legal Implications of Using AI in the School Setting, including Particular Concerns Related to Using AI in the Employment Context

Number: 07 - Legal Alert

Legal Alert

To: Neola Clients

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

Re: Artificial Intelligence: An Overview of the Legal Implications of Using AI in the School Setting, including Particular Concerns Related to Using AI in the Employment Context

Date: August 2023

Artificial Intelligence, including Natural Language Processing Tools, (•••AI•••) are having a moment. While vendors have been quietly incorporating AI components into many software programs, applications, and online services over the past few years, 2023 has witnessed an acceleration in this trend. Following the release of ChatGPT3 in December, Neola added language to Policies and Administrative Guidelines 7540.03 and 7540.04 (the Student and Staff Technology Acceptable Use

and Safety documents, respectively) to address some of the issues involved with students using AI to complete school assignments. While this initial foray into the subject of artificial intelligence certainly will not be Neola's final policy-word on the subject, for this Update we thought it appropriate to outline some of the critical issues that boards of education and their administrators should consider as they evaluate the tsunami of AI-enhanced products that are available in the education marketplace.

To begin, it is important to recognize that deciding whether to allow employees to use AI in their jobs, and when educating students, is not going to be a simple answer and is not a question susceptible to a one-size fits all approach. Rather, school administrators and boards of education should consider the following issues as they decide whether and how to use AI in their workplaces and educational settings:

Ethical Implications: AI raises ethical questions regarding privacy, data protection, bias, and discrimination. Administrators need to ensure that AI systems are used responsibly, and potential ethical concerns are addressed.

Equity and Access: AI tools may exacerbate existing inequalities in education. Consequently, administrators must consider whether all students and staff will have equal access to AI resources, ensuring that marginalized groups are not further disadvantaged.

Staff Training and Professional Development: Employees need adequate training to effectively use AI tools and understand their limitations. Boards of education will need to invest in professional development programs to support staff in adopting and integrating AI into their work.

Data Privacy and Security: AI systems rely on large amounts of data, raising concerns about data privacy and security. Administrators must establish robust protocols to protect sensitive student and employee information and comply with relevant data protection laws.

Transparency and Explain-ability: AI algorithms often operate as "black boxes," making it challenging to understand how they arrive at their decisions. Administrators should prioritize transparency and ensure that vendors offering AI systems can explain their outputs, especially when they impact critical areas such as grading or hiring.

Human Oversight and Accountability: While AI can automate certain tasks, it should not replace human judgment entirely. Administrators must define clear boundaries for AI's role and establish mechanisms for human oversight and accountability.

Curriculum Integration: When considering AI in education, administrators should determine how AI can be integrated into the curriculum effectively. This involves identifying learning outcomes, developing appropriate resources, and ensuring alignment with educational standards.

Student Engagement and Motivation: Boards need to carefully review AI offerings before selecting them to ensure they are adopting those that are designed to enhance student engagement and motivation rather than displace human interaction. Administrators should assess the potential impact of AI on student learning experiences and monitor its effectiveness.

Legal and Regulatory Considerations: AI implementation must comply with state and federal laws and regulations. Administrators should stay informed about legal requirements related to data protection, privacy, accessibility, and intellectual property rights to ensure compliance.

As boards of education and administrators investigate the preceding topics, they may want to review the White House's Blueprint for an AI Bill of Rights (•••Blueprint•••),¹ which was released last fall. The Blueprint presents a broader perspective on the ethical use of AI and the protection of individual rights. The document emphasizes the need for transparent, accountable, and fair AI systems that align with fundamental human rights and values.

The Blueprint highlights and provides substantive information to guide an entity grappling with whether and how to use AI:²

Accountability and Transparency: AI systems should be deployed in a manner that allows for accountability and transparency. Clear explanations of AI decision-making processes and the criteria used should be provided to affected individuals.

Privacy and Data Rights: Individuals should have control over their personal data used by AI

systems. Safeguards should be in place to protect privacy and prevent unauthorized access or use of personal information.

Bias and Fairness: AI systems should be designed to avoid bias and unfair discrimination. Regular audits and testing should be conducted to ensure that AI systems do not perpetuate discriminatory practices or reinforce existing inequalities.

Accessibility and Inclusion: AI systems should be designed to be accessible to all individuals, including those with disabilities. Accessibility standards and reasonable accommodations should be incorporated to ensure equal opportunities and participation.

Ethical Decision-Making: AI systems should align with ethical principles and avoid harm to individuals or communities. Human oversight and accountability mechanisms should be in place to prevent the misuse of AI technology.

The above principles should help guide administrators and school boards as they strive to make informed decisions about the use of AI in schools.

Another important document that boards and their administrative teams should review is the U.S. Department of Education's publication: "Artificial Intelligence and the Future of Teaching and Learning," which was published in May 2023. This report begins by outlining the implications that AI will have on teaching and learning, including enhancing feedback loops and harnessing assessment expertise to reduce bias. The report next discusses the need for more teacher professional development and how AI can help bridge the gaps in learner variability. The publication concludes by identifying the following seven recommendations that challenge those in the education field •• whether board members or administrators •• to appropriately use AI in the delivery of education to students:

Recommendation #1: Emphasize Humans in the Loop

Recommendation #2: Align AI Models to a Shared Vision for Education

Recommendation #3: Design Using Modern Learning Principles

Recommendation #4: Prioritize Strengthening Trust

Recommendation #5: Inform and Involve Educators

Recommendation #6: Focus R&D on Addressing Context and Enhancing Trust and Safety

Recommendation #7: Develop Education-Specific Guidelines and Guardrails

Turning to the specific use of AI systems in the employment context, the Equal Employment Opportunity Commission (•••EEOC•••) has released two technical assistance documents on assessing adverse impact in AI-based employment selection procedures under Title VII of the Civil Rights Act of 1964 (•••Title VII•••) and the Americans with Disabilities Act of 1992 (•••ADA•••).

The EEOC•••s first AI guidance document was released on May 12, 2022; it is entitled •••The Americans with Disabilities Act and the Use of Software, Algorithms, and Artificial Intelligence to Assess Job Applicants and Employees.•••⁴ The document provides guidance on how employers can use software, algorithms, and artificial intelligence (AI) to assess job applicants and employees without violating the ADA. The document opens with an overview of the ADA•••s prohibition against employment discrimination based on disability, and then explains how employers can use software, algorithms, and AI to assess job applicants••• and employees••• qualifications without violating the ADA, and provides examples of how employers can use software, algorithms, and AI to reduce adverse impact.

The ADA-related guidance highlights several key considerations:

Accessibility: Employers must ensure that any software, algorithms, or AI used in employment selection procedures are accessible to individuals with disabilities ••• i.e., boards of education need to provide reasonable accommodations that enable participation in the selection process. Public school administrators considering the use of AI in the employment context need to verify any software, algorithms, or AI used in employment practices do not create barriers for individuals with disabilities. This includes considerations for accessible user interfaces, compatibility with assistive technologies (e.g., screen readers), and alternative formats for assessment materials, along with additional time for completing assessments.

Bias and Discrimination: Employers should be vigilant in identifying and eliminating biases that may disproportionately affect individuals with disabilities. To this end, boards of education should carefully and regularly review the job-relatedness and consistency of the assessments conducted by the software, algorithms, or AI systems, and when appropriate take corrective action to eliminate

any potential adverse impact.

Data Privacy and Security: Boards of education are responsible for safeguarding the privacy and security of sensitive information related to applicants' and employees' disabilities. AI systems should comply with relevant data protection regulations and limit access to authorized personnel.

The EEOC released its second AI-related guidance document on May 18, 2023; the publication is entitled ••Assessing Adverse Impact in Software, Algorithms, and Artificial Intelligence Used in Employment Selection Procedures Under Title VII of the Civil Rights Act of 1964.••⁵ In a Question & Answer format, the EEOC provides guidance on how employers can use software, algorithms, and artificial intelligence in employment selection procedures without violating Title VII. Specifically, the document presents an overview of Title VII's prohibition against employment discrimination based on race, color, religion, sex, or national origin; explains how adverse impact is determined; and provides examples of how employers can use software, algorithms, and AI to reduce adverse impact.

Adverse impact refers to the disproportionate impact that certain employment practices can have on protected groups, potentially leading to discrimination. The document acknowledges that while software, algorithms, and AI are designed to be neutral and objective, they can still perpetuate biases present in historical data or reflect biases introduced by their designers. Therefore, it is essential for organizations to assess potential adverse impact when implementing these technologies in their hiring processes.

To assess adverse impact, the document recommends using the "Four-Fifths Rule," also known as the 80% rule. According to this rule, a selection procedure is considered to have adverse impact if the selection rate for any protected group is less than 80% of the rate for the group with the highest selection rate. However, the 80% rule is not the sole determinant of adverse impact; it is just a guideline. Organizations should use it as a starting point and consider other relevant factors and statistical tests to thoroughly assess potential discrimination.

The document further emphasizes the importance of transparency and explainability in automated decision-making systems. It stresses the need for organizations to understand how these technologies make decisions and identify any potential biases within them. This requires a board of education to

examine the design process, training data, and features used by the system to make predictions. Additionally, the EEOC recommends that employers clearly explain how AI systems operate and the factors that influence employment decisions. This helps candidates and employees understand the basis for such decisions and facilitates accountability.

Furthermore, the document highlights the significance of ongoing monitoring and validation of selection procedures. For example, it is critical for employers to validate AI systems to ensure they are properly functioning and measure the intended characteristics relevant to job performance. This involves regularly reviewing the algorithms and AI systems to ensure they operate fairly and without adverse impact. To accomplish this, a board of education will need to train existing employees or hire new ones who are knowledgeable about implementation and use of AI systems so they can conduct the ongoing monitoring and supervision of the AI systems to promptly address any issues related to bias and discrimination that may arise during operation. The board's representatives will need to collect and analyze data on the outcomes of the selection procedures and compare them across protected groups. Documentation of the validation process and outcomes is essential for accountability.

The above-discussed EEOC guidance documents highlight the agency's efforts to address potential discrimination and ensure compliance with federal laws in the context of automated decision-making systems.

As advancements in technology continue to infiltrate nearly all aspects of education and employment, it will be critical for boards of education and their administrative teams to stay abreast of the rapidly evolving world of AI.

¹ The White House Office of Science and Technology Policy (OSTP) released the "Blueprint for an AI Bill of Rights" to help guide the design, development, and deployment of artificial intelligence (AI) and other automated systems so that they protect the rights of the American public. The Blueprint consists of a set of five principles and associated practices to help guide the design, use, and deployment of automated systems to protect the rights of the American public in the age of artificial intelligence. The Blueprint can be found at:

<https://www.whitehouse.gov/ostp/news-updates/2022/10/04/blueprint-for-an-ai-bill-of-rights-a-vision-for-protecting-our-civil-rights-in-the-algorithmic-age/>.

² Importantly, many of the key principles addressed in the Blueprint mirror some of the topics outlined above.

³ <https://www2.ed.gov/documents/ai-report/ai-report.pdf>

⁴ <https://www.eeoc.gov/laws/guidance/americans-disabilities-act-and-use-software-algorithms-and-artificial-intelligence>

⁵ <https://www.eeoc.gov/select-issues-assessing-adverse-impact-software-algorithms-and-artificial-intelligence-used>

Information contained in this Legal Alert is provided for the general education and knowledge of its readers. It is not designed to be, and should not be used as, the sole source of information when analyzing and addressing a legal problem/issue, and it should not be substituted for legal advice, which relies on a specific factual analysis. Moreover, the laws of each jurisdiction are different and are constantly evolving. The information in this Legal Alert is not intended to create, and receipt of it does not constitute, an attorney-client relationship. If you have specific questions regarding a particular fact situation, you should obtain the services of competent legal counsel.



Book: Ohio Local Policies for Update

Section: Vol. 42, No. 1 - August 2023

Title: Vol. 42, No. 1 - August 2023 HB 33 Revamps Governance of Education in Ohio

Number: 08 - Legal Alert

Legal Alert

To: Neola Clients

From: Ennis Britton Co., LPA

Re: HB 33 Revamps Governance of Education in Ohio

Date: August 2023

After several previous attempts, the Ohio legislature finally succeeded in overhauling the State's education system through passage of the State's biennium budget. Although the State Board cannot be completely dissolved without a change to Ohio's State Constitution, statutory changes in HB 33 significantly reduce the responsibilities of the State Board of Education.

Many of the duties that are carried out by the current State Board and the Ohio Department of Education will become the responsibility of the new Department of Education and Workforce (DEW), which will no longer be governed by the State Board of Education but instead will become a cabinet-level agency that reports directly to the State Governor.

State Board's Ongoing Duties and Leadership

The State Board of Education will be tasked with hiring a Superintendent of Public Instruction, who will serve as the secretary and executive officer of the State Board. The duties that remain with the State Board include the following:

- Adopting requirements for educator licensure;
- Processing and issuing educator licenses;
- Investigating and resolving educator misconduct complaints;
- Evaluating background checks and participating in the retained applicant fingerprint database program;
- Making determinations in school district territory transfer disputes;
- Administering state educator evaluation systems;
- Overseeing the Ohio Teacher of the Year program; and
- Providing staff and interfacing with the Educator Standards Board.

A tentative process and timeline have been released and are available at <https://education.ohio.gov/getattachment/State-Board/Superintendent-Search-Timeline-ODE-7-11-2023.pdf.aspx?lang=en-US>. Under the current timeline, October 2nd, 2023 will be the deadline for candidates to apply for the position of Superintendent of Public Instruction, and the State Board plans to make the official appointment on November 15th.

Meet the New DEW

The Governor will appoint a director of DEW, who will be selected on advice and approval of the Senate. The director will appoint two (2) deputy directors •• one of whom will oversee the Division of Primary and Secondary Education, and the other will oversee the Division of Career-Technical Education. The DEW will be responsible for essentially all duties related to primary, secondary, special education, and career-technical programming in Ohio that are not retained by the State Board. This presumably includes duties such as oversight of EMIS, data reporting and data audits, adoption of statewide academic standards and program requirements, tuition determinations, management of state achievement tests and state report cards, application of grants and programs, management of

scholarships, and oversight of transportation compliance including payment in lieu determinations, to name a few.

Most provisions in HB 33 become effective October 3rd. Language in HB 33 declares that all powers and duties in the State Board and State Superintendent except as previously enumerated will terminate on that date and will transfer to the DEW. The new DEW will then have some additional time to update regulations specifically to align with its new duties as well as to incorporate additional changes that were adopted in HB 33.

Quick Mention of Ohio's Department of Children and Youth

On July 1, 2023, the Ohio Department of Children and Youth (ODCY) was also created. The new agency will acquire duties, functions, programs, and staff from various other agencies including the ODE/DEW. According to recent statements from ODE, ODCY is expected to take over early learning and preschool education.

Final Thoughts

Needless to say, the changes implemented in HB 33 will have a significant impact on the state's education system for years to come. It will take some time for final plans to be completed and for the implications of these changes to be fully realized. Policies will be updated in the coming months to reflect the new roles of DEW, the State Board, and the State Superintendent. In the interim, NEOLA has published a template resolution that boards are encouraged to adopt which declares that any reference to the Ohio Department of Education throughout board policies shall be considered synonymous with the new Department of Education and Workforce.

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Subject: Policies for Ohio Local Update

OHIO LOCAL UPDATE OVERVIEW AND COMMENTS

VOLUME 42 NUMBER 1

AUGUST 2023

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

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

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

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

“Track Changes” or the editing tools in the BoardDocs platform in the replacement policy or guideline before returning it electronically to the Coshocton office for processing.

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

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

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:

Schedule an appointment date/time to review the update materials during an in-person conference,

Schedule/reschedule update or drafting visits for a later time,

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

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 the

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

District-Specific Material

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

Materials from the District’s existing materials that the District requests be incorporated during the drafting process;

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

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.

Legal Alerts

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

03 - Refresher on Religion in Schools and Religious Release Time

04 - Rationale for "invasive physical exam" Language - Policy 5310

05 - Changes Coming for Home School Students

06 - Pending Law that Might Require Schools to Place AEDs in Facilities

07 - Artificial Intelligence: An Overview of the Legal Implications of Using AI in the School Setting, including Particular Concerns Related to Using AI in the Employment Context

08 - HB 33 Revamps Governance of Education in Ohio

09 - Sample Resolution to Make Provisional Changes to Board Policies and Administrative Guidelines and Forms to Comply with HB 33

BYLAWS AND POLICIES

Bylaw 0141.2 - Conflict of Interest (Revised)

This bylaw has been revised to include the expanded scope of potential conflicts that must be

disclosed by a Board member and require a Board member to refrain from debating or voting upon a contract.

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

Policy 2623.02 - Third Grade Reading Guarantee (Revised)

The House proposed a version of the budget bill that eliminated student retention under the third-grade reading guarantee. The final version of the bill maintained retention but with one important change. Beginning in the 2024-2025 school year, parents will have the authority to request that their children be promoted after consulting with the building principal and reading teacher even if their children are not reading at grade level. This appears to give parents the final decision on whether a child is retained based on their performance on the third-grade reading guarantee assessments. However, districts still have broad authority to retain or promote students in third grade for other reasons. The policy and administrative guidelines which cover third grade reading and school promotion and retention have been updated accordingly. Districts should also be aware that an uncodified section of HB 33 prohibits schools from retaining students in the 2023-2024 school year for failure to achieve the required score on the third-grade reading assessment during the 2022-2023 school year unless the parents request that the students be retained. The language appears to be a stop gap for this year that gives parents some authority about promotion and retention until the permanent changes take effect the following school year. Other changes to the third grade reading guarantee include a requirement that districts provide reading intervention services to students until they are reading at grade level, a requirement that districts provide “high-dosage” tutoring that meets certain statutory requirements, a directive that intervention services be aligned with the newly defined science of reading, and an addition to the notice that parents receive when their children are reading below grade level. All changes have been incorporated in board policy and administrative guideline.

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

Policy 3120.08/4120.08 - Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Revised)

Policy 8120 - Volunteers (Revised)

Qualifications for initial and renewal pupil activity/coach permits have been modified under HB 33 revising R.C. 3319.303 to require that individuals who coach interscholastic athletic programs complete a sudden cardiac arrest training course approved by the Department of Health whenever they apply for an initial permit or a permit renewal. They must also complete a student mental health training course approved by the Department of Mental Health and Addiction Services for both initial and renewal permits. The mental health training course may be combined with or a part of another training course. Training for renewal permits may be completed at any time during the previous permit. Initial permit holders are still required to complete a training program in brain trauma and brain injury management, and permit renewal applicants must complete a training in recognizing the symptoms of concussions and head injuries as was required under the previous version of the law. These revised policies reflect current Ohio law and should be adopted to maintain accurate policies.

Policy 5113.01 - Intra-District Open Enrollment (Revised)

Under state law, all districts are required to adopt an intra-district open enrollment policy that allows students to enroll in an alternative school within the district. HB 33 modified state law to require that School Districts report the number of students attending a school that is not the school to which the student would normally be assigned to the Department of Education and Workforce. Additionally, if a school district uses a lottery to determine which applications will be approved for intra-district open enrollment, the lottery must be conducted on the second Monday of June each year. The intra-district open enrollment policy has been updated to incorporate these changes.

This revision is consistent with current Ohio law and should be adopted to maintain accurate policies.

Policy 5320 - Immunization (Revised)

This policy has been revised to reflect changes in immunization requirements, adjusting age/grade-level groupings and vaccines as recommended by the U.S. Department of Health and Human Services. Additionally, pre-school immunization requirements are provided in AG 2280.03 (Revised) and AG 2280.09 (NEW). These requirements are provisions of R.C. 5104.014 as overseen by the Ohio Department of Jobs and Family Services. The Department's form for the Child Medical Statement

may be accessed at <http://www.odjfs.state.oh.us/forms/num/JFS%2001305/>

These revisions are consistent with current Ohio law and regulations and should be adopted to maintain accurate policies.

Policy 5330 - Use of Medications (Revised)

Policy 5330.05 Procurement and Use of Naloxone (Narcan) in Emergency Situations (Replacement)

House Bill 558 was passed into law in January 2023 and expands the group of agencies and individuals who are permitted to “purchase, possess, distribute, dispense, personally furnish, sell or otherwise obtain or provide an overdose reversal drug.” The new law took effect on April 6th, 2023. Prior to this change, only a licensed terminal distributor of dangerous drugs could obtain and maintain a supply of Naloxone for use in an emergency. Government agencies, which include political subdivisions such as public schools, are now included in the law and may obtain and maintain a supply of an overdose reversal drug for use in an emergency situation. The law includes additional civil liability protection. Although it is no longer necessary to obtain a pharmacist protocol to store or use naloxone, there are certain steps a district must take to comply with the law. Policy 5330.05, which remains an optional policy, has been updated to incorporate the new requirements. A new administrative guidelines has also been developed to accompany the policy. Additionally, language has been included in Policy 5330, AG 5330 and AG 5340B for districts that elect to store Naloxone. Districts that have already adopted Policy 5330.05 should adopt the updated policy and AG.

Language in these policies is made available for careful consideration and discussion with District's Board and legal counsel.

Policy 5337 - Care of Students with Seizure Disorders (NEW)

Beginning this school year, school districts will be required to create a seizure action plan for all students who have been diagnosed with an active seizure disorder. The plan is developed in consultation with the parents or legal guardians and must be renewed annually. The plan must address administration of seizure medications that have been prescribed to the students. Staff and

volunteers to regularly work with the student must be notified that the plan exists and must be properly trained to support the student's needs. There are additional training requirements as well. Each building in the district must have one individual who does not serve as the school nurse to be trained every two years in seizure care and implementation of the plans. Further, all administrators, guidance counselors, teachers, and bus drivers must complete one (1) hour of in-person or self-study training on seizure disorders. Provisions in the law recognize the training as professional development that may be used for renewal of educator licenses. This new policy has been developed to incorporate these provisions of H.B. 33.

The suggested revisions are consistent with the current state of the law and should be adopted.

Policy 6240 - Board of Revision Complaints and Countercomplaints (NEW)

This new policy is offered at the request as a means to comply with the statutory provisions of HB 126 (R.C. 5715.19). Districts are limited in their ability to challenge tax valuation of properties in the District. Boards now have a limited role in real estate valuation appeals. This policy authorizes the Treasurer/CFO to act within the limits of the law.

This proposed policy is consistent with the current state of the law and should be considered.

Policy 6700 - Fair Labor Standards Act (FLSA) (Revised)

On December 29, 2022, President Biden signed the PUMP Act into law, which expands the rights granted by the Break Time for Nursing Mothers Act to include exempt employees of covered employers. This change, which expands coverage to over nine million workers, now grants all salaried employees, such as teachers and administrators, similar protections. Board policy and administrative guidelines have been updated to remove language which allowed school employers to limit break time for nursing mothers to only those employees eligible to receive overtime under the FLSA. The PUMP Act requires employers to provide a reasonable break time to express milk in a private location that is not a bathroom.

Legal alerts were issued in August 2022 and in April 2023 were issued describing a board of

education's duties with regard to this topic.

Policy 7440 - Facility Security (Revised)

This policy has been updated to include an optional list of security measures that are utilized throughout school facilities. Language has also been added to declare that staff, students, and visitors who intentionally circumvent, interfere with, or disable security measures, systems, and devices may be subject to discipline, up to and including termination of employment, suspension, or expulsion from work or school, and may also face criminal charges.

These revisions are offered for client consideration.

Policy 8210 - School Calendar (Revised)

Under HB 33, R.C. 3313.482 which previously governed use of blizzard bags was repealed and rewritten. This change completely eliminated blizzard bags as an option to make up calamity days, and replaced it with a new option to provide virtual/online education to students when schools are closed due to disease epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to the school's operation, damage to a school building, or other temporary circumstances due to utility failure rendering the school building unfit for use. Just as with the old law, schools are required to adopt a plan by August 1st each year. The plan must incorporate certain elements, including how the district will notify staff and parents about online instruction, how the district will track and encourage participation, and how teachers may be contacted during online learning. Consent must be obtained from the teacher's bargaining unit if one exists. Local, exempted village and city school districts with compliant plans may count up to three school days toward the minimum school year requirement. In addition to the three (3) permissible days, joint vocational schools may include other options to make up any number of additional hours missed as a result of one (1) or more of their member districts being closed for one of the permissible reasons.

Revisions to this policy are recommended for adoption.

Policy 8330 - Student Records (Revised)

A new law was enacted with passage of HB 33 that requires school districts to forward a student's cumulative records to a new public or nonpublic school upon request within five school days. The law defines records to include academic records, student assessment data, "or other information for which there is a legitimate educational interest." If a district receives a request for a student's records and there is no record of that student's attendance, the district must alternatively provide written notice to the requesting school within five school days indicating that no records exist. The law further authorizes a school district to withhold the student's records if the student has an outstanding debt of \$2,500 or more. The district is required to transmit the records once the debt has been paid. School districts should note that the current law, R.C. 3313.642, still permits the district to withhold grades and credits for students who have outstanding fees and charges even if the amount is less than \$2,500. However, districts should be cautioned about withholding special education records for students with disabilities who transfer to a new school and should consult with legal counsel when questions arise.

These revisions are recommended for adoption.

Policy 8600 – Transportation (Revised)

Policy 8650 - Transportation by School Van (Revised)

A number of transportation-related changes were adopted in the budget bill. After October 3rd, 2023, school districts will be permitted to transport nonpublic school students to and from school using a van. The van must be designed to carry nine (9) or less students plus a driver and be inspected not less than two (2) times a year by a qualified mechanic. No more than nine (9) students can be transported at the same time, and a driver must meet certain statutory requirements. Hopefully, this change will provide districts with more flexibility as the state continues to face shortages in bus drivers and other transportation resources. However, another change might further strain limited transportation resources. As of October, the District will be required to provide transportation as a related service to students with disabilities who live in the district and attend a nonpublic school if the school district is provided with supporting documentation from the child's individualized education program or an individual service plan developed by the county board of developmental disabilities. Additionally, the law now declares that students may not be delivered late to school. This does not alter the change in the previous budget bill that allows delivery of students up to thirty (30) minutes before school start and

pickup of students up to thirty (30) minutes after school dismissal. And, because of other changes in HB 33, the stakes for violating transportation rules have gotten higher. New language in the revised code redefines “out of compliance”/noncompliance as to occur after five (5) consecutive days or ten (10) days total within a school year in which one (1) of the following violations occur: 1) students are dropped off at least thirty (30) minutes late to school; 2) students are picked up more than thirty (30) minutes after the end of the school day; 3) students are not transported at all because the bus does not show up; or 4) the district is considered noncompliant with any other transportation requirements under Chapter 3327. After the first occurrence of noncompliance, a district has one (1) week to submit a corrective action plan. For a subsequent occurrence, DEW will withhold twenty-five percent (25%) of the district’s transportation funding for each day of noncompliance. Two (2) more occurrences are permitted before DEW withholds 100% of the district’s transportation funding. The funds will be withheld until DEW determines the district is back in compliance. The count of noncompliance days resets each school year.

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

Policy 9160 - Public Attendance at School Events (Revised)

HB 33 adopted a new law which requires school districts that elect to participate in athletic events regulated by an interscholastic conference/organization to either accept cash at any school-affiliated event where admission is charged, or alternatively to provide a free ticket, if any remain available, to an individual who is able to demonstrate that they have sufficient cash to cover the cost of the ticket on the day of the event. School districts must also accept cash in at least one location per floor where concessions are sold.

This revision reflects the current state of Ohio law and should be adopted in order to maintain accurate policies.

Policy 9211 - District Support Organizations (Revised)

Optional language has been added to PO 9211 that declares school employees and board members will not manage or have access to funds of a district support organization or serve as a voting member

or officer of the organization. This language more concretely defines safe levels of involvement and helps to insulate school employees and board members from being placed in situations where their activities with support organizations creates a potential conflict of interest or might even implicate them in acts of misconduct. Staff that hold licenses or permits issued by the state might also place their professional certifications at risk if they become too involved in support organizations. Concerns about support organization involvement occur frequently enough that the optional language was created.

This option is offered for consideration.

Policy 9270 - Equivalent Education Outside the Schools & Participation in Extra-Curricular for Students Not Enrolled in the District (Revised)

HB 33 significantly modified the law governing home school student education in Ohio, and the policy and administrative guideline have been updated to reflect the changes. District superintendents will no longer be required to approve applications for home schooling, which is now officially referred to as “home education.” Instead, superintendents will be provided with a simplified notice from a student’s parent or legal guardian within five days after the student begins home education or moves into the district. The notice provides more limited information than prior applications, specifically limited to the parent’s name and address, the child’s name, and an assurance that the child will receive education in all of the required subjects. The number of required subjects has been reduced to include only English language arts, mathematics, science, history, government, and social studies. Parents are no longer required to meet certain qualifications to instruct their children at home, and do not need to provide a minimum number of instructional hours. The superintendent is required to send written acknowledgment that the notice has been received within fourteen (14) calendar days. The law also modifies academic eligibility for home-educated students who participate in extracurricular activities. The law takes effect October 3rd, 2023. A legal alert accompanies this release and provides additional information.

ADMINISTRATIVE GUIDELINES

AG 2280 - Preschool Staff (Revised)

AG 2280.03 - Preschool Health and Safety (Revised)

AG 2280.09 - Immunization (NEW)

See note on Policy 5320.

AG 5320 - Immunization (Revised)

See note on Policy 5320.

AG 5330.05 - Storage and Administration of Naloxone/Narcan (New)

AG 5340B - Health Emergencies and First Aid Care (Revised)

See note on Policy 5330.05.

AG 5410 - Promotion, Placement, and Retention (Revised)

See note on Policy 2623.02.

AG 6700 - Fair Labor Standards Act (FLSA) (Revised)

See note on Policy 6700.

AG 7440C - Identification Badges (NEW)

See note on Policy 7440.

AG 8310A - Public Records (Revised)

AG 8310E - Records Retention and Disposal (Revised)

These revisions correspond to changes made in the May 2023 Special Update regarding Records Commission proceedings.

AG 8600 - Transportation (Revised)

AG 8606 - Transportation for Special Education Students (Revised)

See note on Policy 8600/Policy 8650.

AG 9270 - Procedures for Educating a Child at Home (Revised)

See Legal Alert #05.

FORMS

Form 5320 F1 – Confirmation of MMR Booster Vaccination (Replacement)

COMMENTS

Reviewing Board Minutes

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

Cross References

01 - OVERVIEW - Vol. 42, No. 1 - August 2023 OVERVIEW

02 - Disposition Sheet - Vol. 42, No. 1 - July 2023 Policy Disposition Sheet

03 - Legal Alert - Vol. 42, No. 1 - August 2023 Refresher on Religion in Schools and Religious Release Time

04 - Legal Alert - Vol. 42, No. 1 - August 2023 Rationale for "invasive physical exam" Language - Policy 5310

05 - Legal Alert - Vol. 42, No. 1 - August 2023 Changes Coming for Home School Students

06 - Legal Alert - Vol. 42, No. 1 - August 2023 Pending Law that Might Require Schools to Place AEDs in Facilities

07 - Legal Alert - Vol. 42, No. 1 - August 2023 Artificial Intelligence: An Overview of the Legal Implications of Using AI in the School Setting, including Particular Concerns Related to Using AI in the Employment Context

08 - Legal Alert - Vol. 42, No. 1 - August 2023 HB 33 Revamps Governance of Education in Ohio

09 - Sample Resolution - Vol. 42, No. 1 - August 2023 Sample Resolution to Make Provisional Changes to Board Policies and Administrative Guidelines and Forms to Comply with HB 33

po0141.2 - Vol. 42, No. 1 - August 2023 Revised CONFLICT OF INTEREST

po2623.02 - Vol. 42, No. 1 - August 2023 Revised THIRD GRADE READING GUARANTEE

po3120.08 - Vol. 42, No. 1 - August 2023 Revised EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES

po4120.08 - Vol. 42, No. 1 - August 2023 Revised EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES

po5113.01 - Vol. 42, No. 1 - August 2023 Revised INTRA-DISTRICT OPEN ENROLLMENT

po5320 - Vol. 42, No. 1 - August 2023 Revised IMMUNIZATION

po5330 - Vol. 42, No. 1 - August 2023 Revised USE OF MEDICATIONS

po5330.05 - Vol. 42, No. 1 - August 2023 Replacement PROCUREMENT AND USE OF NALOXONE (NARCAN) IN EMERGENCY SITUATIONS

po5337 - Vol. 42, No. 1 - August 2023 New CARE OF STUDENTS WITH ACTIVE SEIZURE DISORDERS

po6240 - Vol. 42, No. 1 - August 2023 New BOARD OF REVISION COMPLAINTS AND COUNTERCOMPLAINTS

po6700 - Vol. 42, No. 1 - August 2023 Revised FAIR LABOR STANDARDS ACT (FLSA)

po7440 - Vol. 42, No. 1 - August 2023 Revised FACILITY SECURITY

po8120 - Vol. 42, No. 1 - August 2023 Revised VOLUNTEERS

po8210 - Vol. 42, No. 1 - August 2023 Revised SCHOOL CALENDAR

po8330 - Vol. 42, No. 1 - August 2023 Revised STUDENT RECORDS

po8600 - Vol. 42, No. 1 - August 2023 Revised TRANSPORTATION

po8650 - Vol. 42, No. 1 - August 2023 Revised TRANSPORTATION BY SCHOOL VAN

po9160 - Vol. 42, No. 1 - August 2023 Revised PUBLIC ATTENDANCE AT SCHOOL EVENTS

po9211 - Vol. 42, No. 1 - August 2023 Revised DISTRICT SUPPORT ORGANIZATIONS

po9270 - Vol. 42, No. 1 - August 2023 Revised EQUIVALENT EDUCATION OUTSIDE THE SCHOOLS & PARTICIPATION IN EXTRA-CURRICULAR FOR STUDENTS NOT ENROLLED IN THE DISTRICT

Book	Policy Manual
Section	Ready for Production September 2023
Title	Vol. 42, No. 1 - August 2023 Revised CONFLICT OF INTEREST
Code	po0141.2
Status	
Adopted	November 19, 2007
Last Revised	October 10, 2022

Revised Bylaw - Vol. 42, No. 1

0141.2 - CONFLICT OF INTEREST

A Board member shall not have any direct or indirect pecuniary interest in a contract with the District; nor shall a Board members/he furnish directly any labor, equipment, or supplies to the District; nor shall a Board members/he be employed by the Board in any capacity for compensation.

In the event a Board member is employed by a corporation, business, political subdivision, or a public or private institution of higher education corporation or business which furnishes goods or services to the School District, the Board member shall declare their/his/her association with the organization and refrain from debating or voting upon the question of the contract. It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where a Board member's/his/her interest in the public schools and his/her interest in their/his/her place of employment might conflict and to avoid appearances of conflict of interest even though such conflict may not exist.

Among the conflicts which law specifically forbids:

- A. the prosecuting attorney or city attorney from serving on the Board of Education;
- B. a Board member from serving as the school dentist, physician, or nurse;
- C. a Board member from being employed for compensation by the Board;
- D. a Board member from having, directly or indirectly, any pecuniary interest in any contract with the Board;
- E. a Board member from accepting a reward, gift, or reduction in price for favoring, recommending, or advocating the introduction, adoption, or use in the school of a textbook, map, chart, or any other school supply;
- F. a Board member, for a period of one (1) year after leaving office, from accepting employment with the Board where such employment was authorized by the Board while a Board members/he was a member thereof;
- G. a Board member from soliciting or using the authority or influence of the/his/her office to secure employment with the Board;
- H. a Board member from voting, deliberating, participating in discussions, or otherwise using the authority or influence of the/his/her office to create a position with the School District or to set the compensation for such position where the Board members/he is considering, or is being considered for, employment in that position;
- I. a Board member from having an interest in a contract for the purchase of property, supplies, or fire insurance by any county, township, municipal corporation, board of education, or public institution anywhere in the State of Ohio, if such contract exceeds \$150 unless the contract is let by competitive bidding;
- J. a Board member from being involved in any aspect of the hiring process including, but not limited to, discussing, deliberating, interviewing, or voting on a contract with that person as a teacher or instructor if the Board members/he is related to that person as spouse, father, mother, step-parent, brother, sister, minor child, step-child, grandparent, grandchild, or any other person related by blood or marriage that resides in the same household as the Board member;
- K. a Board member from authorizing or using the authority or influence of office to secure authorization of a public contract in which the Board member, a member of their/his/her family, or any of their/his/her business associates has an interest;
- L. a Board member from authorizing or using the authority or influence of office to secure the investment of public funds in any share, bond, mortgage, or other security in which the Board member, any member of their/his/her family, or any of their/his/her business associates have an interest, or receives any brokerage, origination or servicing fees, or is an

underwriter;

- M. a Board member from having an interest in the profits or benefits of a public contract entered into by the District with which a Board member~~s/he~~ is connected;
- N. a Board member from using the authority or influence of office to secure anything of value or the promise of anything of value to the Board member, from soliciting or accepting anything of value that is of such a character as to manifest an improper and substantial influence upon the Board member with respect to the Board member's~~his/her~~ duties.

Board members shall not accept any form of compensation from a vendor or other improper source that is seeking to do business with the District, is doing business with the District, is regulated by or interested in matters before the District. In addition, Board members shall not enter into a contractual arrangement with a vendor seeking to do business with the District, or a vendor with whom the District is doing business, whereby an individual Board member receives compensation in any form for services rendered. Such compensation or things of value are not limited to, cash, check, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member receives such compensation, the Board member shall immediately notify the Treasurer, in writing, that ~~they/he~~ received such compensation and shall thereafter promptly transmit such compensation to the Treasurer.

Nothing herein shall prevent a Board member who attends a conference held by an association of public officials and employees from accepting a meal, or attending a reception or open house, the cost of which is financed by a private party so long as the meal, reception, or open house is: 1) of an ordinary, routine character; 2) at an educational or informational event; and 3) open to all of the public officials and employees attending the event. A Board member is prohibited from improperly using ~~their/his/her~~ position to secure the donation of the cost of a meal, reception, or open house at a conference of an association of public officials and employees to which the Board members~~/he~~ or ~~their/his/her~~ Board belongs, while the Board member is simultaneously engaged in governmental business or regulatory activity directly affecting the related interests of the person solicited.

A Board member whose spouse is an employee in the District may not vote, authorize, or use the influence of ~~his/her~~ office to secure approval of an employment contract with the Board member's~~his/her~~ spouse. Neither may the Board members~~/he~~ vote, deliberate, discuss, or otherwise attempt to influence a collectively-bargained, negotiated agreement affecting ~~their/his/her~~ spouse if the spouse is an officer, executive committee member, or member of the negotiating team or committee of the employee organization or if the agreement includes provisions for health insurance under which said Board member is covered as a benefit of the spouse's employment.

Board members are responsible for knowledge of the ethics law applicable to their public service as an elected official in the State of Ohio. Board members should seek guidance on the application of Ohio's ethics law prior to acting. This policy is an overview, not a complete statement of Ohio's ethics laws.

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Legal

R.C. 102.03(D)(E)(F), 2921.42(A)(3), 2921.44(D-F),

R.C. 2921.02, 3313.13, 3313.33, 3313.70, 3319.21

Ohio Ethics Commission Advisory Opinion No. 2002-02 (6/13/2002)

Book	Policy Manual
Section	Ready for Production September 2023
Title	Vol. 42, No. 1 - August 2023 Revised THIRD GRADE READING GUARANTEE
Code	po2623.02
Status	
Adopted	October 14, 2013
Last Revised	October 10, 2022

Revised Policy - Vol. 42, No. 1

2623.02 - THIRD GRADE READING GUARANTEE

All students entering the third grade **are expected to must** demonstrate a certain level of competency in reading before advancing to the fourth grade.

In accordance with State law, the Superintendent shall develop a program for the annual assessment of the reading skills of each student at the end of first, second, and third grade and identify those students who are reading below their grade level. Each student's classroom teacher shall be involved in the assessment and identification of those students who are reading below grade level.

The District shall provide intervention services to students whose assessments show that they are failing to make satisfactory progress toward attaining the academic standards for their grade level.

Definitions

"On track" means any student who is reading at grade level based on previous end-of-year standards expectations by September 30th.

"Not on track" means any student who is not reading at grade level based on previous end-of-year standards expectations by September 30th.

Assessment of Reading Skills Program

- A. Diagnostic assessments in reading, as approved by the Ohio Department of Education **and Workforce (DEW)(ODE)**, shall be given by September 30th of each year for students in kindergarten through Grade Three (3), with the exception of students with significant cognitive disabilities or other disabilities as authorized by the **DEWODE** on a case-by-case basis. ~~For kindergarten students, prior to July 1, 2014, the kindergarten readiness assessment shall be administered not earlier than four (4) weeks prior to the start of school and not later than September 30th. For kindergarten students, beginning July 1, 2014, the kindergarten readiness assessment shall be administered not earlier than the first day of the school year and not later than November 1st, except the language and readiness skills portion of the assessment shall be administered by September 30th. For students enrolled in first, second, or third grade, the diagnostic assessments in reading shall be administered at least once annually.~~

The District shall administer each applicable diagnostic assessment to any student who transfers into the District or into a new school within the District who did not take a diagnostic assessment at the previous school during the current school year unless the student is excused from taking the assessment as provided for in the preceding paragraph. The diagnostic assessment(s) shall be administered within thirty (30) days of transfer.

After the administration of any diagnostic assessment, the District shall provide to each student's parent a copy of the student's completed diagnostic assessment, the results of such assessment, and any other accompanying documents used during the administration of the assessment. The preceding documents and information shall be included in any reading improvement and monitoring plan(s) developed with respect to the student. The District shall also submit to the **DEWODE** the results of the diagnostic assessments administered pursuant to this section.

- B. Diagnostic assessment results shall be translated to **DEW'sODE's** definitions of "on track" and "not on track". The District shall make the final determination regarding whether a student is "on track" or "not on track".
- C. If the diagnostic assessment shows that a student is "not on track" to be reading at grade level by the end of the year, the parent will be notified, in writing, of the following:

1. that the school has identified the student as having a substantial deficiency in reading
2. a description of current services provided to the student
3. a description of proposed supplemental instructional services and supports that will be provided to the student that are designed to remediate the identified areas of reading deficiency
4. that the statutorily prescribed assessment is not the sole determinant of promotion and that additional evaluations and assessments are available to the student to assist parents and the District in knowing when a student is reading at or above grade level and ready for promotion, ~~and~~
5. that the student will be retained in the third grade if ~~the student~~ ~~he~~ does not attain a score in the statutorily prescribed level on the third grade English Language Arts assessment unless the student is exempt as delineated below, ~~and~~
6. a statement that connects the child's proficiency level in reading to long-term outcomes of success related to proficiency in reading

D. For each student identified to be "not on track", the District shall:

1. provide intensive reading ~~instruction~~ ~~intervention~~ services and regular diagnostic assessments immediately following the identification of a reading deficiency until the development of a reading improvement and monitoring plan;

The intervention services shall be aligned with the science of reading as defined under State law and include research-based reading strategies that have been shown to be successful in improving reading among low-performing readers and instruction targeted to the student's identified reading deficiencies.
2. develop a reading improvement and monitoring plan (RIMP) within sixty (60) days of learning of the reading deficiency, which will be provided until the student achieves the required level of skill in reading for the child's current grade level; ~~within sixty (60) days of learning of the reading deficiency;~~

The District shall involve the student's parent/guardian and classroom teacher in developing the plan.
3. assign a teacher who has at least one (1) year of teaching experience and satisfies one (1) or more of the following criteria:
 - a. holds a reading endorsement and has attained a passing score on the corresponding assessment, as applicable
 - b. has obtained a master's degree with a major in reading
 - c. was rated "most effective" for reading instruction consecutively for the most recent two (2) years based on assessments of student growth measures developed by a vendor and that is on the list of ~~DEW-approved~~ ~~State Board approved~~ student assessments
 - d. was rated "above expected value added" in reading instruction, as determined by criteria established by the ~~DEW~~ ~~ODE~~, for the most recent consecutive two (2) years
 - e. has earned a passing score on a ~~DEW-approved~~ ~~State Board approved~~ rigorous test of principles of scientifically research-based reading instruction
 - f. holds an educator license for teaching grades pre-kindergarten through three (3) ~~or~~ four (4) through nine (9) issued on or after July 1, 2017

~~The~~ ~~For a student who enters third grade for the first time on or after July 1, 2013, the~~ District may alternatively assign a teacher with less than one (1) year of teaching experience, provided the teacher meets at least one (1) of the criteria (a-f) set forth above and the teacher is assigned a qualified teacher mentor. The student may receive reading intervention or remediation services from a duly licensed speech-language pathologist.

~~Additionally, a student who enters third grade for the first time on or after July 1, 2013, but prior to July 1, 2016, may be assigned a teacher who holds an ODE approved alternative credential or has successfully completed ODE approved training that is based on principles of scientifically research-based reading instruction.~~

Finally, nothing in this Policy shall prevent a teacher, other than a student's classroom teacher (i.e., teacher of record), from providing the requisite reading intervention or remediation services to the student, so long as the assigned teacher has at least one (1) year of teaching experience, satisfies at least one (1) of the criteria (a-f) set forth above, and both the classroom teacher and the building Principal agree to the assignment. Such an assignment must be documented in the student's reading improvement and monitoring plan.

Reading Improvement and Monitoring Plan (RIMP)

A reading improvement and monitoring plan will be provided until the student achieves the required level of skill in reading for the student's current grade level. The RIMP ~~reading improvement and monitoring plan~~ developed for students identified as "not on track" shall include:

- A. identification of the student's specific reading deficiency;
- B. a description of proposed supplemental instructional services and support that will be provided to the student to remediate the identified reading deficiencies;
- C. opportunities for the student's parent/guardian to be involved in the instructional services;
- D. a process to monitor the implementation of the student's instructional services;
- E. a reading curriculum during regular school hours that assists students to read at grade level, provides scientifically based and reliable assessments, and provides initial and ongoing analysis of each student's reading progress; ~~and~~
- F. a statement that if the student does not attain at least the equivalent level of achievement pursuant to R.C. 3301.0710(A), the student may be retained in third grade; ~~and~~.
- G. high-dosage tutoring opportunities aligned with the student's classroom instruction through a State-approved vendor on the list of high-quality tutoring vendors, or a locally approved opportunity that aligns with high-dosage tutoring best practices. High-dosage tutoring shall include additional instruction time of at least three (3) days per week, or at least fifty (50) hours over thirty-six (36) weeks.**

Beginning with the 2024-2025 school year, the District will utilize evidence-based reading intervention programs that focus on intensive, explicit, and systematic instruction in phonetic awareness, phonics, vocabulary, fluency, comprehension, and writing from a list developed by the DEW. The District will not use and will not seek a waiver to use ~~see the three-cuing approach to teach students in grades pre-kindergarten to five (5) who have a RIMP except as permitted by law.~~ Such intervention or remediation services shall include intensive, explicit, systematic instruction, and instruction in phonetics pursuant to rules adopted by the State Board of Education.

Reporting Requirements

All assessment results and determinations shall be compiled and maintained by the District. The District shall comply with all reporting requirements of Ohio's Third Grade Reading Guarantee.

Promotion/Retention

~~For any student who enters third grade prior to July 1, 2013, and does not attain at least the equivalent level of achievement designated by R.C. 3301.0170(A)(3) on the third grade reading achievement test, unless the student is excused from taking the assessment pursuant to R.C. 3301.0711(C), the District shall do one of the following:~~

- ~~A. promote the student to fourth grade if the student's Principal and reading teacher agree that other evaluations of the student's skill in reading demonstrate that the student is academically prepared to be promoted to the fourth grade~~
- ~~B. promote the student to fourth grade, but provide the student with "intensive" intervention services in fourth grade~~
- ~~C. retain the student in the third grade~~

~~For any student who does not attain by the end of the third grade at least a score in the range designated by statute in the reading test prescribed under R.C. 3301.0710(A)(2)(c), the District shall offer intensive remediation services during the summer following third grade.~~

No ~~Beginning with students who enter the third grade in the 2013-2014 school year, no~~ student shall be promoted to the fourth grade who does not attain at least the equivalent level of achievement designated by R.C. 3301.0710(A)(3) on the assessment prescribed to measure skill in English language arts (ELA) expected at the end of third grade unless the student is excused from taking the assessment pursuant to R.C. 3301.0711(C), or one (1) of the following applies:

- A. the student is **an English Learner** ~~limited-English-proficient student~~ who has been enrolled in United States schools for less than three (3) full school years and has had less than three (3) years of instruction in English as a second language program; or
- B. the student is a child with a disability entitled to special education and related services under R. C. Chapter 3323 and the student's individualized education program (IEP) exempts the student from retention under State law; or
- C. the student demonstrates an acceptable level of performance on an alternative standardized reading assessment as determined by the Ohio Department of Education **and Workforce (DEW)** ~~(ODE)~~; or
- D. all of the following apply:
 1. The student is a child with a disability entitled to special education and related services under R.C. Chapter 3323.
 2. The student has taken the third grade English language arts achievement assessment, as prescribed.
 3. The student's IEP or Section 504 Plan shows that the student has received intensive remediation in reading for two (2) school years, but still demonstrates a deficiency in reading.

4. The student previously was retained in any of grades kindergarten to three (3).

~~or~~

E. the student received intensive remediation for reading for two (2) school years but still demonstrates a deficiency in reading and was previously retained in any of grades kindergarten to three (3). Any such student shall continue to receive intensive reading instruction in grade four (4). The instruction shall include an altered instructional day that includes specialized diagnostic information and specific research-based reading strategies that have been successful in improving reading among low-performing readers; ~~or~~

~~+~~ a student's parent or guardian, in consultation with the student's reading teacher and building principal, requests that the student, regardless of if the student is reading at grade level, be promoted to fourth grade. Any such student will continue to receive intensive reading instruction in the same manner as a student retained until the student is able to read at grade level.

A student retained under the provisions of the Third Grade Reading Guarantee and this policy shall be considered for mid-year promotion if that student demonstrates that ~~the students/he~~ is reading at or above grade level, in accordance with the provisions of Policy 5410 - Promotion, Academic Acceleration, Placement, and Retention. Such action shall be considered in consultation with the parent/guardian and the Student Intervention Team and with the concurrence of the building administrator.

Intensive Remediation Services

Remediation services for students on reading improvement and monitoring plans shall be ~~aligned with the science of reading as defined by State law and include~~ research-based reading strategies that have been shown to be successful in improving reading among low-performing readers.

If a student is retained by the Third Grade Reading Guarantee, the student must be provided intense remediation services until ~~the students/he~~ is able to read at grade level. The remediation services must include intense interventions and consist of at least ninety (90) minutes of reading instruction daily.

The District shall provide the option for students to receive reading intervention services from one (1) or more providers other than the District. Both the District and ~~the DEWODE~~ have the authority to screen and approve such providers.

Interventions for students who have been retained may include:

- A. small group instruction;
- B. reduced student-teacher ratios;
- C. more frequent progress monitoring;
- D. tutoring or mentoring;
- E. transition classes containing third and fourth grade students;
- F. summer reading camp; or
- G. extended school day, week, or year.

Intensive remediation services shall be targeted to the student's identified reading deficiency.

Nothing in this policy shall prevent the District from assigning a teacher to teach reading to any student who is an English ~~Learner~~ language learner and has been in the United States for three (3) years or less, or to a student who has an individualized education program ("IEP"), if that teacher holds ~~a DEWan-ODE~~ approved alternative credential or has successfully completed ~~DEWODE~~ approved training that is based on principles of scientifically research-based reading instruction.

This policy shall be reviewed and updated periodically as necessary.

A.C. 3301-13, 3301-35

R.C. 3301.079, 0710, .0711, .0714, .0715, 3313.608, 3313.608(D), 3313.6012, ~~3313.6028~~

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A.C. 3301-13, 3301-35

R.C. 3301.079, 0710, .0711, .0714, .0715, 3313.608, 3313.608(D), 3313.6012, 3313.6028

Book	Policy Manual
Section	Ready for Production September 2023
Title	Vol. 42, No. 1 - August 2023 Revised EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES
Code	po3120.08
Status	
Adopted	November 19, 2007
Last Revised	October 10, 2022

Revised Policy - Vol. 42, No. 1

3120.08 - EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES

The Board of Education may employ professional staff for co-curricular/extra-curricular activities. However, the Board may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees (X) may be members of the District's ~~(-) classified staff~~ (X) support staff (X) or individuals from the community or nearby areas [END OF OPTIONS].

The Board authorizes the Superintendent to (X) recommend candidates for employment by the Board ~~(-) act for the Board in employing such part time staff~~ [END OF OPTION]. Before hiring or allowing any individual employed directly, or pursuant to a contract with a public or private entity for the provision of services to direct, to supervise, or coach a pupil activity program that involves athletics, routine or regular physical activity, or health and safety considerations, the hiring authority shall assure that the individual has obtained a pupil-activity permit issued by the state board of education.

Pursuant to R.C. 3319.303 and accompanying regulations, an individual who does not hold a valid educator license is required to obtain a Pupil Activity Permit issued by the State Board of Education to serve as a coach or activity sponsor, regardless of whether the activity involves athletics, regular physical activity, or any special health and safety considerations.

To be employed by the Board, each coach or activity sponsor shall hold a valid Pupil Activity Program Permit as required by law, have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures. Such qualifications shall include completion of a sudden cardiac arrest training course approved by the Department of Health, in accordance with R.C. 3319.303. The qualifications shall also include completion of a student mental health training course approved by the Department of Mental Health and Addiction Services. The mental health training course may be combined with or part of another training course. Such training must be completed each time the individual applies for or renews a Pupil Activity Program Permit. ~~An employee must submit a copy of an active Pupil Activity Program Permit to both the Treasurer/CFO and the Superintendent before the Board will pay any compensation.~~

In accordance with Policy 3120, no staff member, coach, or activity sponsor employed in a position for which licensure or permit is required may be paid until evidence of such appropriate licensure or permit valid for the effective dates of such services has been received by the Superintendent and transmitted to the Treasurer.

~~[] The Board will not allow any prospective coach or activity sponsor to engage in supervision and/or coaching activities until such time that a valid Pupil Activity Permit for that individual is filed with the District. [END OF OPTION]~~

Personnel must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one (1) or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

No individual employed by the Board for any co-curricular or extra-curricular activity may accept compensation from any third party or source including, but not limited to, booster, parent, or other District support organizations for the performance of the individual's official duties or as a supplement to their compensation from the Board.

No individual serving as a volunteer for co-curricular/extra-curricular activities may accept compensation from any third party or source including, but not limited to, booster, parent, or other District support organizations for the performance of their official duties as a volunteer on behalf of the Board.

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A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

R.C. 3319.303, 3319.36, 3313.53, 3313.539, 3319.39

Book	Policy Manual
Section	Ready for Production September 2023
Title	Vol. 42, No. 1 - August 2023 Revised EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES
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Adopted	January 12, 2009
Last Revised	October 10, 2022

Revised Policy - Vol. 42, No. 1

4120.08 - EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES

The Board of Education may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees (**X**) may be members of the District's ~~() classified staff~~ (**X**) support staff (**X**) or individuals from the community or nearby areas. **[END OF OPTIONS]**

The Board authorizes the Superintendent to (**X**) recommend candidates for employment by the Board ~~() act for the Board in employing such part time staff.~~ **[END OF OPTION]** Before hiring or allowing any individual employed directly, or pursuant to a contract with a public or private entity for the provision of services to direct, to supervise or coach a pupil activity program that involves athletics, routine or regular physical activity or health and safety considerations, the hiring authority shall assure that the individual has obtained a pupil-activity permit issued by the state board of education.

Each coach or activity sponsor shall hold a valid Pupil Activity Program Permit issued by the State Board of Education under R.C. 3319.303(A), have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures. **Such qualifications shall include completion of a sudden cardiac arrest training course approved by the Department of Health, in accordance with R.C. 3319.303. The qualifications shall also include completion of a student mental health training course approved by the Department of Mental Health and Addiction Services. The mental health training course may be combined with or part of another training course. Such training must be completed each time the individual applies for or renews a Pupil Activity Program Permit. An employee must submit a copy of an active Pupil Activity Program Permit to both the Treasurer/CFO and the Superintendent before the Board will pay any compensation.**

No staff member employed in a position for which licensure or permit is required may be paid until evidence of such appropriate licensure or permit valid for the effective dates of such services has been received by the Superintendent and transmitted to the Treasurer.

~~[] The Board will not allow any prospective coach or activity sponsor to engage in supervision and/or coaching activities until such time that a valid Pupil Activity Permit for that individual is filed with the District.~~

Personnel must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 4121).

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one (1) or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

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Legal A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01
R.C. 3313.53, 3319.291, 3319.303, 3319.36, 3319.39

Book	Policy Manual
Section	Ready for Production September 2023
Title	Copy of INTRA-DISTRICT OPEN ENROLLMENT
Code	po5113.01
Status	
Adopted	November 19, 2007
Last Revised	October 10, 2022

5113.01 - **INTRA-DISTRICT OPEN ENROLLMENT**

The Wadsworth City Board of Education believes that whenever possible students should be permitted to attend their school of choice within the District. Parents will be permitted to apply for attendance at their school of choice providing all provisions of this policy and administrative regulations are met.

To the degree this policy does not result in classes of balanced size, it will be necessary to exercise involuntary transfers. When this is required, the administration shall follow the procedures outlined in established Policy 5113.01 and AG 5113.01.

- A. The applicant must follow the procedures for admission to the school of choice.
- B. The District capacity limits by grade level, school building and program, as determined by the Wadsworth City Board of Education, will be a deciding factor in admitting intradistrict transfer students.
- C. Students enrolled or living in a building's attendance area, students previously enrolled as a result of an involuntary transfer to the building, and students accepted into open enrollment the previous year shall be given priority when determining who shall be allowed to enroll in open enrollment for the current year.
- D. Students enrolled as a result of this policy are approved for one (1) school year only and must reapply annually.
- E. There are no academic, athletic, artistic, or extracurricular skills required for admittance to a school.
- F. There are no limitations on admitting disabled students, unless services required in an IEP are not available in the school of choice or the school facilities will not accommodate the student's needs.
- G. There shall be no rejection of any applying student because the student has been subject to disciplinary proceedings, except an applicant who has been suspended or expelled for ten (10) consecutive days or more in the semester for which admission is sought or in the term immediately preceding the semester for which admission is sought.
- H. Procedures to ensure maintenance of an appropriate racial balance in the Wadsworth City School District will be followed.
- I. If a student moves to a different attendance zone during the school year and wishes to remain in the current school of attendance, the parent may apply for open enrollment status with the normal timelines waived.
- J. The Wadsworth City Board of Education will not provide transportation for intradistrict open enrollment participants unless the students can be picked up and dropped off at a regular bus stop designated in accordance with the Board's transportation policy. New shuttles will not be created to accommodate intradistrict open enrollment students.
- K. The Wadsworth City Board of Education reserves the right to revoke the admission of any student who violates any provision of this policy.
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Book	Policy Manual
Section	Ready for Production September 2023
Title	Vol. 42, No. 1 - August 2023 Revised IMMUNIZATION
Code	po5320
Status	
Adopted	November 19, 2007
Last Revised	October 10, 2022

Revised Policy - Vol. 42, No. 1

5320 - IMMUNIZATION

In order to safeguard the school community from the spread of certain communicable diseases and in recognition that prevention is a means of combating the spread of disease, the Board of Education requires all students to be immunized (or in the process of being immunized) against poliomyelitis, measles (aka rubeola), diphtheria, rubella (German measles), pertussis, tetanus, mumps, and other diseases ~~others~~ legally designated in accordance with State statutes, unless specifically exempt for medical or other reasons (see below). ~~The Board requires that students who start kindergarten during or after the school year beginning in 1999 be immunized against Hepatitis B or be in the process of being immunized. The Board also requires that students who start kindergarten during or after the school year beginning in 2006 be immunized against chicken pox. The Board further requires that students enrolled in grades seven (7) through twelve (12) during or after the school year beginning in 2016 be immunized against meningococcal disease in accordance with the administration procedures prescribed by the Ohio Department of Health (see AG 5320). This policy pertains to both students who currently attend school in the District and those eligible to attend.~~

"In the process of being immunized" means the student has received at least the first dose of the immunization sequence and presents written evidence to the Superintendent or Principal of each subsequent dosage required to obtain immunization at the intervals prescribed by the Director of Health. Any student previously admitted under the "in process of being immunized" provision who has not complied with the immunization intervals prescribed by the Director of Health shall be excluded from school on the fifteenth (15th) day of the following school year. Any student so excluded shall be readmitted upon showing evidence to the Superintendent or Principal of progress on the Director of Health's interval schedule.

A student does not have to be vaccinated against a disease if any of the following apply:

- A. The student presents a signed statement from a parent, guardian or physician indicating the student has had measles, mumps, or chicken pox and does not need to be immunized.
- B. A physician certifies in writing that immunization from a particular disease is medically contraindicated.
- C. The student presents a written statement signed by a parent or guardian in which the parent or guardian declines to have the student immunized for reasons of conscience, including religious convictions.

~~The Superintendent may exempt a student from being immunized against either or both measles and mumps if the student presents a signed statement from a parent or physician indicating s/he has had measles or mumps and does not need to be immunized. The student will be allowed to attend school only if a physician's statement indicates there is no danger of contagion. In case of an outbreak of the disease for which the student has not been immunized or an epidemic, the Superintendent shall not allow the student to attend school.~~

In the case of a chicken pox epidemic in the school's population, the Superintendent may deny admission to a student otherwise exempted from the chicken pox immunization requirement. The Superintendent shall prescribe methods whereby the academic standing of a student who is denied admission during a chicken pox epidemic is preserved. **The denial of admission shall cease when the epidemic no longer exists.**

~~The Superintendent may also exempt a student from immunization if a physician certifies in writing that immunization from a particular disease is medically contra-indicated.~~

~~A student may also be exempted from immunization if a parent or guardian objects for good cause, including religious conviction.~~

A student who has not completed immunization (↔) may not be admitted to school, except as is consistent with the law (↔) ~~may be admitted to school provided the necessary immunizations are being received in the fastest time consistent with the approved immunization schedule and good medical practice.~~

~~The Board believes that immunization is the primary responsibility of the parent(s). For those students who do not have ready access to private or public health services, immunizations shall be provided at public expense () and the Board shall apply to the Board of Health and _____ for funding thereof. [END OF OPTION]~~

Any immunization program conducted by this District requires prior approval of the Board and can only extend to those immunizations provided for by statute and the guidelines of this Board.

The Board shall keep an immunization record for each student, available in writing to the student's parent or guardian upon request.

R.C. 3313.67, 3313.671, ~~3313.671(B)~~

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R.C. 3313.67, 3313.671

Book	Policy Manual
Section	Ready for Production September 2023
Title	Copy of USE OF MEDICATIONS
Code	po5330
Status	
Adopted	November 19, 2007
Last Revised	October 10, 2022

5330 - **USE OF MEDICATIONS**

The Board of Education shall not be responsible for the diagnosis and treatment of student illness. With the exception of diabetes care covered under Policy 5336, the administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or if the child is disabled and requires medication to benefit from his/her educational program.

For purposes of this policy, "medication" shall include all medicines including those prescribed by a licensed health professional authorized to prescribe drugs and any nonprescribed (over-the-counter) drugs, preparations, and/or remedies. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization.

Before any prescribed medication (i.e., a drug) or treatment may be administered to any student during school hours, the Board shall require a written statement from a licensed health professional authorized to prescribe drugs ("prescriber") accompanied by the written authorization of the parent (see Form 5330 F1). Before any nonprescribed medication or treatment may be administered, the Board shall require the prior written consent of the parent along with a waiver of any liability of the District for the administration of the medication (see Form 5330 F1a). These documents shall be kept in the office of the main office of each school building, and made available to the persons designated by this policy as authorized to administer medication or treatment. A copy of the parent's written request and authorization and the prescriber's written statement must be given, by the next school day following the District's receipt of the documents, to the person authorized to administer drugs to the student for whom the authorization and statement have been received. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered violations of Policy 5530 - Drug Prevention and of the Student Code of Conduct/Discipline Code.

Only medication in its original container; labeled with the date, if a prescription; the student's name; and exact dosage will be administered. The Superintendent shall determine a location in each building where the medications to be administered under this policy shall be stored, which shall be a locked storage place, unless the medications require refrigeration in which case they shall be stored in a refrigerator in a place not commonly used by students, and unless the medication to be administered is diabetes medication, which must be kept in an easily accessible location pursuant to Policy 5336.

Parents may administer medication or treatment, with the exception of diabetes care covered under Policy 5336.

Additionally, students may administer medication or treatment to themselves, if authorized in writing by their parents and a licensed health professional authorized to prescribe drugs but only in the presence of a designated school employee with the exception of students authorized to attend to their diabetes care and management pursuant to Policy 5336.

However, students shall be permitted to carry and use, as necessary, an asthma inhaler, provided the student has prior written permission from his/her parent and physician and has submitted Form 5330 F3, Authorization for the Possession and Use of Asthma Inhalers/Other Emergency Medication(s), to the principal and any school nurse assigned to the building.

Additionally, students shall be permitted to carry and use, as necessary, an epinephrine autoinjector to treat anaphylaxis, provided the student has prior written approval from the prescriber of the medication and his/her parent/guardian, if the student is a minor, and has submitted written approval (Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (epi-pen)) to the principal and any school nurse assigned to the building. The parent/guardian or the student shall provide a back-up dose of the medication to the principal or school nurse. This permission shall extend to any activity, event, or program sponsored by the school or in which the school participates. In the event epinephrine is administered by the student or a school employee at school or at any of the covered events, a school employee shall immediately request assistance from an emergency medical service provider (911). Students with diabetes authorized to attend to their diabetes care and management may do so in accordance with Policy 5336.

Students shall be permitted to possess and self-administer over-the-counter topical sunscreen products while on school property or at a school-sponsored event.

With the exception of diabetes care covered under Policy 5336, only employees of the Board who are licensed health professionals or who have completed a drug administration training program conducted by a licensed health professional and are designated by the Board may administer prescription drugs to students in school.

With the exception of diabetes care covered under Policy 5336, provided they have completed the requisite training, the following staff are authorized to administer medication and treatment to students:

- A. principal
- B. teacher
- C. school nurse
- D. building secretary
- E. aide
- F. others as designated by student's IEP and/or 504 plan

No employee will be required to administer a drug to a student if the employee objects, on the basis of religious convictions, to administering the drug.

For field trips only, Board staff will supply and administer over-the-counter medications if properly authorized in writing by a student's Parent/Guardian. Parent/Guardian(s) that wish to allow the properly trained school official (as identified above) to administer over-the-counter medication to their child on a field trip are required to submit a signed Field Trip Over-the-Counter Medication Authorization form (Form 5330F1b) indicating which over-the-counter medications can be administered and authorizing the administration of the over-the-counter medications.

Students who are experiencing an apparent opioid-related drug overdose may be administered Naloxone (Narcan) by the school nurse, or a trained school employee, volunteer, or contractor, to a student or other individual on school grounds in accordance with Board policy and AG 5330.05. Emergency services will be contacted as soon as is practicable. A designated staff member will also promptly notify the student's parent/guardian.

All dental disease prevention programs, sponsored by the Ohio Department of Health and administered by school employees, parents, volunteers, employees of local health districts, or employees of the Ohio Department of Health, which utilize prescription drugs for the prevention of dental disease and which are conducted in accordance with the rules and regulations of the Ohio Department of Health are exempt from all requirements of this policy.

Revised 9/29/11
Revised 1/6/14
Revised 11/17/14
Revised 7/13/15
Revised 12/12/16
Revised 11/20/17

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R.C. 3313.712, 3313.713, 3313.7110, 3313.716, 3313.718, 4729.01

Book	Policy Manual
Section	Ready for Production September 2023
Title	Vol. 42, No. 1 - August 2023 Replacement PROCUREMENT AND USE OF NALOXONE (NARCAN) IN EMERGENCY SITUATIONS
Code	po5330.05
Status	

Replacement Policy - Vol. 42, No. 1

5330.05 - PROCUREMENT AND USE OF NALOXONE (NARCAN) IN EMERGENCY SITUATIONS

[DRAFTING NOTE: The issue of opioid abuse is a serious concern for every community and school district in Ohio. With the passage of legislation in 2023 through HB (558), government agencies, including public school boards, are authorized to purchase, possess, distribute, dispense, personally furnish, sell, or otherwise obtain or provide the overdose reversal drug Naloxone, also known by the brand name Narcan. In addition to this authorization, the law also provides additional liability protection for agencies that elect to store and administer Narcan. The law states that if the agency or individual who stores or administers Naloxone does so in good faith, they are not subject to administrative action or criminal prosecution and are not liable in a civil action for injury, death, or loss to person or property for an act or omission that arises from doing the same. The law further declares that a person or government entity is not liable for or subject to damages in civil action, criminal prosecution, or professional disciplinary action for dispensing or personally furnishing Narcan. The liability provisions in the law declare that they are not intended to limit, eliminate, or reduce any other immunity which currently exists. This would include statutory immunity which already provides broad protection for public school districts under chapter 2744 of the revised code.

Neola has drafted policy language structured as a guide for districts that elect to store and train staff or volunteers to administer the drug. It remains NEOLA's recommendation that school districts actively engage in discussions with local law enforcement, emergency response personnel, local medical authorities, and District legal counsel before adopting the policy to fully understand the benefits and risks which might be involved in storing and administering the drug.]

In accordance with State law, the Board of Education shall procure Naloxone, also known by the brand name Narcan, for use in emergency situations. The Board has determined that it is in the best interests of its students and employees to have Naloxone available to be administered, if necessary, by appropriately trained employees, volunteers, or contractors who have been authorized by the Board to administer Naloxone to an individual who is apparently experiencing an opioid-related overdose. Therefore, the Board adopts this policy to govern the handling and administration of Naloxone consistent with the following processes, procedures, and limitations.

Each ~~(XX)~~ school in the District shall have at least two (2) authorized employees, volunteers, or contractors who have been trained in the appropriate use and administration of Naloxone. The training shall be done in a manner that has been approved by the school nurse or other designated medical professional. Only a nurse employed or contracted by the District or an appropriately trained school employee, volunteer, or contractor may possess and administer Naloxone.

Obtaining and Storing Naloxone

The Naloxone will be obtained from a pharmacist or other authorized distributor of the drug. Each ~~()~~ school ~~()~~ building ~~[END OF OPTION]~~ in the District shall possess at least one (1) package of Naloxone on site and shall store the drug in accordance with the manufacturer's or distributor's instructions. The drug must remain in its original manufacturer's packaging at all times, and the packaging must contain the manufacturer's instructions for proper use.

The Board will store a written copy of instructions regarding the emergency administration of the drug as well as the District's protocols for responding to a potential overdose in the same location as the drug is stored. The protocols will include a requirement that ~~()~~ emergency services be contacted as soon as practicable after each administration of Naloxone ~~()~~ emergency services be contacted prior to administration of Naloxone ~~()~~ and the police or school resource officer ~~()~~ and at least one (1) other staff member be present before the drug is administered ~~[END OF OPTION]~~.

A dose of Naloxone will be replaced at least ~~()~~ every six ~~(6)~~ months ~~(X)~~ annually or on the expiration date listed by the manufacturer, whichever occurs first ~~[END OF OPTIONS]~~. It shall be the responsibility of the School Nurse ~~[insert person or position]~~ to be sure that the supply of Naloxone is maintained at the appropriate level and that the supply of Naloxone has not expired.

Administration of Naloxone

Naloxone is available in a single-dose nasal spray and is designed for nasal administration only. Naloxone may be administered by a school nurse or a trained school employee, volunteer, or contractor to a student or other individual on school grounds who is believed to be experiencing an opioid-related overdose. The School Nurse ~~[insert person or position]~~ shall be responsible for coordinating the training of District employees to administer the Naloxone and maintaining the list of employees authorized to administer Naloxone.

An opioid-related overdose is a condition including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death that results from the consumption or use of an opioid or another substance with which an opioid was combined. Signs of an overdose include loss of consciousness where a person cannot be woken up, breathing very slowly, making gurgling sounds, or not breathing at all, and lips appearing blue or gray in color. Individuals designated to administer Naloxone will receive training to identify when an individual may be experiencing an opioid-related overdose.

An individual who administers the drug will document the incident on the designated form in accordance with administrative guidelines.

Whenever a school employee, volunteer, or contractor administers Naloxone to a student, the authorized school employee ~~[insert title of employee]~~ shall promptly notify the student's parent/guardian and will encourage the parent or guardian to seek treatment for the student from a substance use disorder services program.

In accordance with Ohio law, the Board, and its members, employees, volunteers, and contractors who act in good faith are not liable in a civil action for damages or subject to prosecution in any criminal proceeding or professional disciplinary action resulting from injuries arising from any acts or omissions associated with procuring, maintaining, accessing, or using naloxone in emergency situations in accordance with this policy and AG 5330.05.

R.C. 3715.50, 3715.504, 4729.541

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Legal R.C. 3715.50, 3715.504, 4729.541

Book	Policy Manual
Section	Ready for Production September 2023
Title	Vol. 42, No. 1 - August 2023 New CARE OF STUDENTS WITH ACTIVE SEIZURE DISORDERS
Code	po5337
Status	

New Policy - Vol. 42, No. 1

5337 - CARE OF STUDENTS WITH ACTIVE SEIZURE DISORDERS

The Board of Education is committed to ensuring that each student enrolled in the District who has an active seizure disorder receives appropriate and needed care in accordance with an order signed by the student's treating practitioner.

The school nurse or another designated employee of the District will create an individualized seizure action plan for each student with an active seizure disorder diagnosis. The plan will be developed in collaboration with a student's parent or guardian and the student, when appropriate. The plan will include the following:

- A. a written request signed by the parent, guardian, or other person having the care or charge of the student to have one (1) or more drugs prescribed for a seizure disorder administered to the student;
- B. a written statement from the student's treating medical practitioner that provides the drug information required by State law and Board policy for each drug prescribed and administered to the student;
- C. any other component required by the State Board of Education.

The term *treating practitioner* means a properly licensed physician, advanced practice registered nurse, or physician's assistant who has primary responsibility for treating a student's seizure disorder and has been identified as such by the student's parent, legal guardian, or other person having care or charge of the student, or if the student is eighteen (18) years of age, by the student.

Individual seizure action plans are only valid for the school year in which they are written and shall be renewed at least annually at the beginning of each school year. A physical copy of the plan will be maintained in the office of the school nurse, or with a building administrator if the District does not employ a full-time nurse.

The school nurse, or the building administrator if the District does not have a school nurse, will provide written notice summarizing the existence and content of the plan to all school employees, contractors, and volunteers who regularly interact with the student, have a legitimate educational interest in the student, are responsible for the direct supervision of the student, or provide transportation to the student to and from school or a school-related activity. The notice and the seizure plan will be maintained confidentially in accordance with Board policy and State law.

The school nurse or a building administrator will coordinate the student's care while at school and school-related activities and will ensure that appropriate staff, contractors, and volunteers who receive notice of the plan are also trained in the care of students with seizures. The nurse or a building administrator will also identify each individual who has received training to administer drugs prescribed for the treatment of seizure disorders.

The Superintendent will designate at least one (1) employee who does not serve as the school nurse for each school building operated by the Board to be trained every two (2) years on the implementation of seizure action plans. The Board will make arrangements for the training, which will include and be consistent with guidelines and best practices established by a nonprofit organization selected by the Department of Education that supports the welfare of individuals with epilepsy and seizure disorders. The training will address all of the following topics:

- A. recognizing the signs and symptoms of a seizure;
- B. the appropriate treatment for a student who exhibits the symptoms of a seizure; and
- C. administering drugs prescribed for seizure disorders in accordance with State law.

The training will not exceed one (1) hour in length and will qualify as a professional development activity for the renewal of an educator license. If the training is provided to the District on portable media by a nonprofit entity, the training shall be provided free of charge.

Additionally, the Board shall require each person it employs as an administrator, guidance counselor, teacher, or bus driver to complete a minimum of one (1) hour of self-study or in-person training on seizure disorders. All employees who are employed as of October 3, 2023 will complete the training within twenty-four (24) months after that date. Thereafter, newly hired employees will

complete the training within ninety (90) days. The training will qualify as a professional development activity for the renewal of an educator license.

R.C. 3313.7117

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R.C. 3313.7117

Book Policy Manual

Section Ready for Production September 2023

Title Vol. 42, No. 1 - August 2023 New BOARD OF REVISION COMPLAINTS AND COUNTERCOMPLAINTS

Code po6240

Status

New Policy - Vol. 42, No. 1

6240 - BOARD OF REVISION COMPLAINTS AND COUNTERCOMPLAINTS

The Board of Education has a responsibility to properly manage the tax revenue it receives from local property taxes. Under State law, the Board has the authority to challenge real estate tax valuations through the Board of Revision in certain circumstances.

Original Complaints

Upon adoption of a resolution by the Board, the Treasurer/CFO, through counsel, shall file original complaints regarding any arm's length sale (~~[] commercial only~~, **[X] commercial or residential**) in which the sale price exceeds both the filing threshold as determined by the Tax Commissioner and the Auditor's valuation by at least ten percent (10%), within the time period permitted for sales by law. Each resolution adopted by the Board will identify no more than one (1) parcel of land unless multiple parcels are owned by the same record owner(s).

At least seven (7) calendar days prior to the Board taking action on the resolution, the Treasurer will send a written notice by certified mail to at least one (1) of the parcel owners of record at their last known tax-mailing address, and if different to the street address of the parcel(s), which declares the intent of the Board to consider adoption of the resolution. The notice will also include the date of the meeting at which the Board will consider the resolution and the basis for filing the complaint. If the Treasurer has record of an internet identifier of record associated with at least one (1) owner, the notice may be sent by regular U.S. mail and by that internet identifier of record.

Countercomplaints

~~[] [Option #1]~~

~~The Board authorizes the Treasurer/CFO, through counsel, to file counter complaints in response to non-residential complaints that seek reductions in market value of at least \$_____ in true value. [DRAFTING NOTE: Many board of education limit counterclaims to non-residential property only and do not file countercomplaints against residential properties. Select this option if the board would like to limit countercomplaints to non-residential properties only.]~~

[X] [Option #2]

The Board authorizes the Treasurer/CFO, through counsel, to file counter-complaints in response to non-residential complaints that seek reductions in market value of at least \$**17,500.01** in true value. **[DRAFTING NOTE: A board of education may file a counter-complaint only if the original complaint states an amount of overvaluation, undervaluation, discriminatory valuation, illegal valuation, or incorrect determination of at least seventeen thousand five hundred dollars in taxable value. The amount a board of education lists in either option must be greater than this amount.]**

~~[END OF OPTIONS]~~

Settlement Authority

The Treasurer/CFO shall have the discretion to settle a complaint or counter-complaint via stipulation of value or dismissal of a complaint or counter-complaint. The Treasurer shall provide notice of all settlements to the Board.

Appeals

When permitted by law, the Board may appeal any decision of the BOR, as determined by the Treasurer/CFO, in consultation with Board counsel and notification to the Board.

R.C. 5715.19

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R.C. 5715.19

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Revised Policy - Vol. 42, No. 1

6700 - FAIR LABOR STANDARDS ACT (FLSA)

It is the Board of Education's policy to comply with the provisions of the Fair Labor Standards Act (FLSA) and its implementing regulations. The Board shall pay at least the minimum wage required by the FLSA and Ohio law (☒) and local municipal law/ordinance/regulation **[END OF OPTION]** to all covered, non-exempt employees unless an employee's individual contract or the terms of an applicable collective bargaining agreement provide for greater benefits than mandated by Federal, State, or local law.

Non-exempt employees are hourly employees or salaried employees who do not qualify for a professional, administrative, executive, computer, or any other exemption under the FLSA.

Non-exempt employees who work (i.e., perform work on behalf of or for the benefit of the Board) more than forty (40) hours during a given work week will receive overtime pay in accordance with the FLSA for all hours worked in excess of forty (40). **[CHOOSE ONE (1) OF THE FOLLOWING:]** (☒) Work week is defined as a fixed and regularly recurring period of 168 hours (i.e., seven (7) consecutive twenty-four (24) hour periods). (☐) ~~Work week is defined as the seven (7) day period of time beginning on () Sunday at 12:00 a.m. and continuing to the following Saturday at 11:59 p.m. () Monday at 12:00 a.m. and continuing to the following Sunday at 11:59 p.m.~~ **[END OF OPTIONS]**

The Superintendent shall determine the necessity and availability of overtime work. (☒) Overtime may be authorized only by a supervisor and will be used primarily to address circumstances of an emergency or temporary nature. **[END OF OPTION]** Non-exempt employees who work overtime without prior approval from the Superintendent or a supervisor may be subject to disciplinary action, up to and including termination.

Exempt employees are individuals who are exempt from the FLSA minimum wage and overtime provisions. These employees include, but are not limited to, persons employed in bona fide executive, administrative, and professional positions, and certain computer employees. To qualify for the exemption, employees generally must meet certain tests regarding their job duties and be paid a minimum per week salary as established by the Department of Labor. The salary requirement does not apply to teachers. Exempt computer employees must also meet a minimum per week or per hour salary established by the Department of Labor. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. Additionally, the predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to the exceptions listed below, an exempt employee must receive the full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked.

Deductions may be made to an otherwise exempt employee's salary in certain circumstances without jeopardizing the employee's exempt status. Deductions may occur under the following circumstances:

- A. the employee is absent from work for one (1) or more full days for personal reasons other than sickness or disability
- B. the employee is absent from work for one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness
- C. to offset amounts employees receive as jury or witness fees, or for military pay
- D. for unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions
- E. for penalties imposed in good faith for infractions of safety rules of major significance

In addition to the foregoing, exempt employees who accrue personal leave and sick leave may have their pay reduced or may be placed on unpaid leave for absences due to personal reasons of less than one (1) full day when leave is not used by the employee because:

- A. permission to use leave has not been sought or permission has been sought and denied;
- B. the employee's accrued leave has been exhausted;
- C. the employee chooses to use leave without pay.

Deductions from an exempt employee's pay for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

The Board shall also not be required to pay the full salary in the initial or terminal week of employment if the employee does not work the entire week, or for weeks in which an exempt employee takes unpaid leave under the Family & Medical Leave Act.

The Board recognizes that with limited legally permissible exceptions as described, no deductions should be taken from the salaries of exempt employees. If an exempt employee believes that an improper deduction has been made to the exempt employee's salary, the employee should immediately report this information to the (☒) Superintendent or Treasurer, (☐) Business Manager, (☐) ~~_____~~, [END OF OPTIONS] or the employee's immediate supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made and the Board will make a good faith commitment to avoid any recurrence of the error.

This policy shall be distributed to employees upon initial hire, to all employees, and on an annual basis.

[DRAFTING NOTE: Job titles do not determine exempt status, nor does receipt of a particular salary. If an employee does not meet all of the applicable criteria for a specific exemption, the employee will be covered by the FLSA and entitled to overtime if the employees/he works more than forty (40) hours in a week, regardless of whether the individual is paid a salary. Under the standard duties test, an employee's primary duty (i.e., principal, main, major, or most important duty) - based on all of the facts in a particular case - must be that of an exempt executive, administrative or professional employee, or an exempt computer employee.]

Executive Exemption: 1) the employee's primary duty must be managing the enterprise in which the employee is employed, or managing a customarily recognized department or subdivision of the enterprise; 2) the employee must customarily and regularly direct the work of at least two (2) or more other full-time employees of their equivalent (for example, one (1) full-time and two half-time employees are equivalent to two full-time employees); 3) the employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees must be given particular weight.

Administrative Exemptions: 1) the employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and 2) the employee's primary duty must include the exercise of discretion and independent judgment with respect to matters of significance.

Additionally, academic administrative personnel whose primary duty is performing administrative functions directly related to academic instruction or training in an educational institution, such as principals and vice-principals responsible for the operation of an elementary or secondary school, academic counselors who perform work such as administering school testing programs, assisting students with academic problems, and advising students concerning degree requirements, and others with similar responsibilities, are eligible for a special alternative salary level that does not apply to white collar employees outside of an educational institution. Specifically, these academic administrative personnel are exempt from the FLSA's minimum wage and overtime requirements if they are paid at least as much as the entrance salary for teachers in the District.

Computer employee exemption: 1) the employee must be employed as a computer systems analyst, computer programmer, software engineer, or other similarly skilled worker in the computer field; and 2) the employee's primary duty must consist of: (a) the application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications; (b) the design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototype, based on and related to user or system design specifications; (c) the design, documentation, testing, creation or modification of computer programs related to machine operating systems; or (d) a combination of the aforementioned duties, the performance of which requires the same level of skills.]

Reasonable Break Time for Nursing Mothers

As required by Federal law, the District shall take steps necessary to support staff members who decide to breastfeed their infants by providing additional unpaid reasonable break time, as necessary, for ~~an employee~~ ~~a qualified employee~~ to express breast milk for their nursing child, for one (1) year after the child's birth, on District premises.

Prior to returning to work from maternity leave, it shall be the employee's responsibility to notify their supervisor of their intent to continue breastfeeding their infant(s) and of their need to express milk during work hours. Further, it shall be the responsibility of the employee to keep their supervisor informed of their needs in this regard throughout the period of lactation.

The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public shall be prevented, and one where an employee who is using this area can be shielded from view. **Employees who telework must also be free from observation by any**

employer-provided video systems, including video or security cameras or web conferencing platforms.

The frequency and duration of breaks needed to express milk may vary. An employee will be responsible for informing the Principal or their supervisor of their needs as they change over time. The Principal or supervisor will work with the employee to adjust the employee's schedule and ensure that any required duties are covered. Employees shall be permitted to express milk during regularly scheduled break periods. The Principal or the employee's supervisor shall make adjustments in the employee's break schedule if the time of the regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than the time available during a paid break, the additional time required shall be unpaid and the employee's work schedule or work day may be modified accordingly. ~~An employee shall be enabled to express milk during regularly scheduled break periods. The Principal or employee's supervisor shall make an accommodation if the time of regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than legally required, the additional time required shall be unpaid, and the employee's work schedule or work day shall, therefore, be modified accordingly.~~ The Principal or the employee's supervisor shall work with the employee to make these necessary modifications.

[DRAFTING NOTE: An employer that employs less than fifty (50) employees shall not be subject to the requirements of this subsection if such requirements would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business.]

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Legal 29 C.F.R. Part 541
 29 U.S.C. 201 et seq.
 R.C. Chapter 4111

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Revised Policy - Vol. 42, No. 1

8210 - SCHOOL CALENDAR

The Board of Education recognizes that the preparation of a calendar for the instructional program of the schools is necessary for orderly educational planning and for the efficient operation of the District.

The Board shall determine (X) annually (~~-~~) biannually ~~[END OF OPTION]~~ the total number of hours when the schools will be in session for instructional purposes with students in attendance - including scheduled classes, supervised activities, and approved education options for the upcoming school year(s). When recommending a school calendar to the Board for its consideration and approval, the Superintendent shall analyze and address the factors identified in AG 8210.

At least thirty (30) days prior to adopting a school calendar, the Board shall hold a public hearing on the school calendar addressing topics that include, but are not limited to, the total number of hours in a school year, length of the school day, and beginning and end dates of instruction. "School day" means the time during a calendar day that a school is open for instruction pursuant to the Board-adopted schedule.

When establishing the school calendar, the Board requires that an observance be scheduled each year on or about Veterans Day to convey the meaning and significance of that day to all students and staff. The observance shall be at least one (1) hour or, in schools that schedule class periods of less than one (1) hour, at least one (1) standard class period. The Board will determine the specific activities that constitute the observance in each school in the District after consultation with the school administrators.

While the Superintendent may close schools due to disease, epidemic, hazardous weather conditions, law enforcement emergencies, damage to a school building, utility failure rendering the school building unfit for school use, or inoperability of school buses or other equipment needed for school operations (collectively, "a calamity"), the schools nevertheless must be in session with students in attendance for at least the minimum number of hours required by Ohio law.

The Superintendent is authorized to develop and implement a plan for a virtual education delivery model in order to make up hours in that school year on which it is necessary to close school due to disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to the school's operation, damage to a school building, or other temporary circumstances due to utility failure rendering the school building unfit for use.

Each plan will be designed to ensure a continuity of learning for students during a school closure and will include the following:

- A a statement that the qualifying school, to the extent possible, will provide for teacher-directed synchronous learning in which the teacher and students are interacting in real-time on a virtual learning platform during the closure;
- B a description of the District's attendance requirements, including how participation of students be tracked and documented and how the school will reach out to students to ensure engagement during a closure;
- C a description of how equitable access to quality instruction will be ensured, including for vulnerable populations such as students with disabilities and English Learners;
- D the process that the District will use to notify staff, students, and parents that the school will be using online delivery of instruction;
- E information on how teachers may be contacted during the closure, including via email, telephone, and/or the District's designated online platforms;
- F a description of how the qualifying school will meet the technology-related needs of staff and students for online delivery of instruction.

The maximum number of hours that may be made up in this manner is the number of hours that are equivalent to three (3) school days.

~~[] The Superintendent is authorized to develop and implement a plan to require students to access and complete classroom lessons posted on the District's web portal or website in order to make up hours in that school year on which it is necessary to close school due to a calamity. The maximum number of hours that may be made up in this manner is the number of hours that are equivalent to three (3) school days.~~

The plan must include the written consent of the teachers' union and address all of the requirements set forth in R.C. 3313.482. ~~The plan may also include distribution of "blizzard bags" which are paper copies of the lessons posted online.~~ The plan must be approved by the Board by August 1st of each school year.

[X] The school calendar and the number of hours of student instruction shall be consistent with the provisions of the collective bargaining agreements entered into between the Board of Education and its employees.

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R.C. 3313.602, 3313.48, 3313.62, 3313.63, 3317.01 (B), 3313.482

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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 other individuals or organizations as permitted by law.

The term 'parents' includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term 'eligible student' refers to a student who is eighteen (18) years of age or older, or a student of any age who is enrolled in a postsecondary institution.

Both parents shall have equal access to student records unless stipulated otherwise by court order or law. In the case of eligible students, parents may be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as school officials for the purpose of FERPA:

- A. persons or companies with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant); and
- B. contractors, consultants, volunteers, or other parties to whom the Board has outsourced a service or function otherwise performed by the Board employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers).

The above-identified outside parties must (a) perform institutional services or functions for which the Board would otherwise use its employees, (b) be under the direct control of the Board with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

Finally, a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing the school official's tasks (including volunteers) is also considered a school official for purposes of FERPA provided the parent or student 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 academic records, student assessment data, and disciplinary records including records pertaining to suspensions and expulsions, ~~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, ~~or alternatively send written notice to the requesting school if there is no record of the student's attendance. Records will be released~~ 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; ~~there is no record of the student having attended school in the District~~ 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. ~~within five (5) school days after receiving the request, either the student records shall be transmitted or a written notice will be provided if there is no record of the student's attendance;~~
 3. ~~except as when expressly prohibited by law, the District is authorized to withhold grades and credits to enforce payment of outstanding fees and charges, and further, may withhold all of a student's school records if there is \$2,500 or more of outstanding debt attributed to the student, and will only release the records once the debt has been paid;~~
 4. the parent or eligible student, upon request, receives a copy of the record; and
 5. 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 ~~including records pertaining 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 ~~including records pertaining 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 a 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 the student's family member's social security number(s); religion; political party affiliation; voting history; or biometric information.

[Districts without AGs should include the following paragraph] This written agreement must include: (1) specification of the purpose, scope, duration of the study, and the information to be disclosed; (2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; (3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and (4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed.

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)

~~[Option A – the following sentence should be selected by districts with AGs]~~ The District will verify that the authorized representative complies with FERPA regulations.

~~[Option B – the following two (2) paragraphs should be selected by districts without AGs]~~ This written agreement must include: (1) designation of the receiving entity as an authorized representative; (2) specification of the information to be disclosed; (3) specification that the purpose of the disclosure is to carry out an audit or evaluation of a government-supported educational program or to enforce or comply with the program's legal requirements; (4) a summary of the activity that includes a description of methodology and an explanation of why personally identifiable information is necessary to accomplish the activity; (5) a statement requiring the organization to destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed; and (6) a statement of policies and procedures that will protect personally identifiable information from further disclosure or unauthorized use.

~~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 the student's 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 administrative guidelines 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; address; telephone number; date and place of birth; major field of study; participation in officially recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; date of graduation; and/or awards received.

~~[The following option should be selected if the Board assigns school email accounts to students per Policy 7540.03. *This option is provided to address potential confidentiality issues presented by Policy 7540.03 and is supported by Federal FERPA regulation 34 C.F.R. 99.37(d). R.C. 3319.321, however, does not identify student email addresses as directory information.]~~

~~[] The Board designates school assigned e-mail accounts as directory information for the limited purpose of facilitating students' registration for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes () and for inclusion in internal e-mail address books.~~

~~School assigned e-mail accounts shall not be released as directory information beyond this/these limited purpose(s) and to any person or entity but the specific online educational service provider () and internal users of the District's Education Technology~~
~~[END OF OPTION].~~

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 e-mail 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 e-mail 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 ~~of~~ 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's 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, magazines, 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

The Superintendent is directed to prepare administrative guidelines so that students and parents are adequately informed each year regarding their rights 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 and administrative guidelines on student records.

The Superintendent shall also develop procedural guidelines 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 to the District a valid program authorization card issued by the Secretary of State certifying that the parent (or adult student), the parent's child, or a member of the parent's household is a participant in the Safe at Home/Address Confidentiality Program, 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 the non-custodial parent 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 a student's actual/confidential residential address is prohibited. Any violations could result in disciplinary action or criminal prosecution.

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., 3313.33, 3313.642, 3313.672, 3319.321, 3319.324

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

2021 Solomon Amendment: Subtitle C- General Service Authorities and Correction of Military Records SEC. 521

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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., 3313.33, 3313.642, 3313.672, 3319.321, 3319.324
	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

2021 Solomon Amendment: Subtitle C- General Service Authorities and Correction of Military Records SEC. 521

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Revised Policy - Vol. 42, No. 1

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:

- A. The student lives one (1) mile or more from his/her assigned school within the district or to his/her nonpublic or community school;
- B. 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,
- C. 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 one (1) through six (6) _____ mile~~
- ~~D. Grades seven (7) through twelve (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 for students who are not entitled to transportation under State law will not be reduced after the start of the school year.

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 on the same basis as established for resident students as set forth above, subject to the following limitation. Transportation will only be provided if it requires thirty (30) minutes or less of direct travel by a school bus during normal travel times as measured from the school building to which the student would be assigned in the District. 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 entered into by July 1st in any year). Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned. **Notwithstanding the above, the District will provide transportation as a related service to students with disabilities who live in the District and attend a nonpublic school if the School District is provided with supporting documentation from the child's individualized education program ("IEP") or an individual service plan ("ISP") developed by the county board of developmental disabilities pursuant to RC 5126.41 for county residents who receive supported living services.**

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 a chartered 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 entered into by July 1st each year). However, if that community school is located outside the District, the Board will only provide transportation if it requires thirty (30) minutes or less of direct travel by a school bus during normal travel times as measured from the school building to which the student would be assigned in the District. 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. 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 (1) 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 transportation plan provided to community/nonpublic schools pursuant to this policy and State law is tentative and subject to change.

The Superintendent may determine that it is impractical to transport a student to a community or nonpublic school after considering the factors enumerated under State law. The determination for payment-in-lieu of transportation 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 **Department of EducationState 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 **Department of EducationState 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 **Department of EducationState 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 **Department of EducationState 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 **is not required to provide** ~~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 **Department of EducationState 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 ~~Department of Education~~ ~~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 ~~Department of Education~~ ~~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.

[X] The Board is not required to provide transportation to students enrolled in a chartered nonpublic or community school that has offered to provide transportation in lieu of the District providing it.

[X] The Board is not responsible for providing transportation to students who receive transportation from an educational service center participating in the Pupil Transportation Pilot Program.

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, but not more than one-half (1/2) mile for students in grades PK through eight (8). The Board shall approve the bus routes and time schedule annually no more than ten (10) days after the start of the school year. ~~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 (30) 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.

The Board authorizes the use of a van designed to carry nine (9) passengers or less plus a driver instead of a school bus to transport students to a chartered nonpublic or community school if all of the following apply:

- A the number of students in the vehicle does not exceed nine (9);
- B the District regularly transports students to that chartered nonpublic or community school;
- C the driver has a valid driver's license, is accustomed to driving the vehicle, and meets statutory and administrative requirements for a bus or motor van driver (with the exception of having a commercial driver's license);
- D the driver may not stop on the roadway to load or unload passengers;
- E the driver and all passengers are expected to comply with State laws regarding child and occupant restraint devices and safety while in the motor vehicle.

Vans will be inspected not less than two (2) times each year by a qualified mechanic who will determine whether the van is safe to transport students.

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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A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-08
 R.C. 3313.66, 3314.09, 3314.091, 3319.41, 3327.01 et seq., 4511.01 (F)
 R.C. 4511.75 et seq.
 42 U.S.C. 11431 et seq.

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Revised Policy - Vol. 42, No. 1

8650 - TRANSPORTATION BY SCHOOL VAN

It is the policy of the Board of Education to provide transportation to students via Board owned and operated school vans when the use of school buses is not reasonable. School vans shall only be used for the transportation of nine (9) or fewer passengers, not including the driver, in accordance with the original design and construction of the vehicle. Students shall not be transported in larger passenger vans (e.g., non-conforming extended van-type vehicles) carrying ten (10) passengers or more (particularly twelve (12) to fifteen (15) passenger vans).

Similar to school buses, school vans 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 the students are assigned or to their nonpublic or community schools. However, such use shall generally be limited to preschool children, special needs children, children inaccessible to school buses, and students placed in alternative schools, and children enrolled in nonpublic or community schools in certain circumstances. School vans may also be used to transport students to and from field trips and/or other Board-approved school-related activities.

The Board authorizes the use of a van designed to carry nine (9) passengers or less plus a driver instead of a school bus to transport students to a chartered nonpublic or community school if all of the following apply:

- A the number of students in the vehicle does not exceed nine (9);
- B the District regularly transports students to a chartered nonpublic or community school;
- C the driver has a valid driver's license, is accustomed to driving the vehicle, and meets statutory and administrative requirements for a bus or motor van driver (with the exception of having a commercial driver's license);
- D the driver may not stop on the roadway to load or unload passengers;
- E the driver and all passengers are expected to comply with State laws regarding child and occupant restraint devices and safety while in the motor vehicle.

Vans will be inspected not less than two (2) times each year by a qualified mechanic who will determine whether the van is safe to transport students.

Students who are transported by school van are expected to conduct themselves in the same manner required of students transported by school bus and shall be subject to all applicable disciplinary rules.

All school van drivers employed by the Board shall complete the required Ohio School Van Driver training program prior to transporting students, meet all other qualification requirements, and comply with the Ohio Pupil Transportation and Safety Rules and applicable Board policies and guidelines relative to student transportation. No individual shall be employed as a school van driver if the individual ~~he~~ has not received a certificate certifying that the driver is at least twenty-one (21) years of age with a minimum of two (2) years of driving experience, ~~eighteen (18) years of age, of good moral character,~~ and is qualified physically and otherwise (O.A.C. 3301-83-06(F)) for the position. (X) Only authorized Board employees (X) or contractors employed by an agency that provides services to the Board [END OF OPTION] may operate and transport students via school van. ~~(-) Van drivers do not need a commercial driver's license.~~

The Superintendent is responsible for developing and implementing the appropriate administrative guidelines for this policy.

R.C. 3327.10, 4511.01, 4511.76

A.C. 3301-83-19, 3301-83-06(F)

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A.C. 3301-83-19, 3301-83-06(F)

R.C. 3327.10, 4511.01, 4511.76

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Revised Policy - Vol. 42, No. 1

9160 - PUBLIC ATTENDANCE AT SCHOOL EVENTS

The Board of Education welcomes and encourages members of the community to attend athletic and other public events held by the schools in the District. Due to the need to maintain order and preserve the facilities of the District during the conduct of such events, the Board retains the right to bar the attendance of or remove any person whose conduct may constitute a disruption at a school event. School administrators are expected to call law enforcement officials if a person violates posted regulations or does not leave school property when reasonably requested. In accordance with Board Policy 7440 and AG 7440B, administrators may use metal detectors and other devices to protect the safety and well-being of participants and visitors.

For all school-affiliated events where admission is charged, cash shall be accepted as a method of payment. If concessions are offered, there will be at least one (1) concession stand that will accept cash. If concessions are sold on multiple floors, then at least one (1) location on each floor will accept cash. Persons who receive cash at designated collection points will deposit the cash with the Treasurer/CFO on the next business day of receipt in accordance with Policy 6600.

[X] No alcoholic beverage or other controlled substance may be possessed, consumed, or distributed ~~(-) at any function sponsored by the District (X)~~ at any function occurring on Board property. **[END-OF OPTION]**

[X] Raffles and similar forms of fund-raising by District-related organizations may be permitted by the Superintendent in accordance with Policy 9211 - District Support Organizations and Policy 9700 - Relations with Special Interest Groups. **[END-OF OPTION]**

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

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities. This includes, but is not limited to, providing accommodations to parents with disabilities who desire access to their child's educational program or meetings pertinent thereto.

If a student or adult is asked to leave or is removed from a school event, no admission fees shall be refunded.

Individuals with disabilities shall have an equal opportunity to purchase tickets for events that have been sanctioned or approved by the Board in accordance with the provisions of the Americans with Disabilities Act, as amended.

Further, in accordance with the provisions of the Americans with Disabilities Act, as amended, the Board shall permit individuals with disabilities to be accompanied by their service animals in all areas of the District's facilities where members of the public, as participants in services, programs or activities, or as invitees, are allowed to go. (See Policy 8390)

Smoking and/or the use of tobacco and/or tobacco substitute products is prohibited at any time within any enclosed facility owned, leased, or contracted for by the Board, and in areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, or tobacco substitutes, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco or nicotine (including synthetic nicotine), in addition to papers used to roll cigarettes, and/or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, and any other smoking devices for burning tobacco or any other substances (see Policy 7434).

Such prohibition also applies to

~~(-) school grounds~~

~~() [and] any school-related event,~~

~~() except at designated times~~

(**X**) and in designated areas as defined in statute and by Ohio's Smoke-Free Workplace Program.

~~[END OF OPTIONS]~~

The Board is aware of the increasing desire of many parents and other members of an audience to make audio and/or video recordings of school events.

Such recordings can be made by parents or other members of the audience without restriction if the performance is not of copyrighted material. However, if the performance is of copyrighted material, a recording can be made if the appropriate license authorizing such a recording has been secured in advance by the District. If the performance is of copyrighted material and the necessary license has not been secured in advance by the District, the audience shall be advised before the performance begins that audio and/or video recordings that will be re-broadcast or distributed in any way, such as posting on the internet, are prohibited.

The Board authorizes the Superintendent to establish rules and procedures governing the use of nondistrict audio/visual recording equipment at any District-sponsored event or activity. Such rules are to be distributed in such a manner that members of the audience who wish to record the event are aware of the rules early enough to make proper arrangements to obtain their recordings without causing delay or disruption to an activity.

Any person or organization seeking to film students or a school activity which is not a public event must obtain prior permission from the Superintendent.

All notices, signs, schedules, and other communications about school events must contain the following statement:

"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."

R.C. 955.43, 1716.02, 1716.03

R.C. 3313.5319

28 C.F.R. Part 35

29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended

34 C.F.R. Part 104

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

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R.C. 955.43, 1716.02, 1716.03

R.C. 3313.5319

28 C.F.R. Part 35

29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended

34 C.F.R. Part 104

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

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Revised Policy - Vol. 42, No. 1

9270 - EQUIVALENT EDUCATION OUTSIDE THE SCHOOLS & PARTICIPATION IN EXTRA-CURRICULAR FOR STUDENTS NOT ENROLLED IN THE DISTRICT

The Board of Education encourages the enrollment of all school-age children resident in this District in public schools or in approved parochial or private schools so that they may enjoy the benefits of a well-planned educational program and the socialization possible in a group environment.

The Board recognizes its responsibility for assuring that every resident school-age child is enrolled in an approved school or is offered an equivalent education elsewhere and designates the Superintendent to act on its behalf.

Home Education

A parent electing to home-educate a child between the ages of six (6) and eighteen (18) shall provide notice to the Superintendent within five (5) calendar days after commencing home education, moving into the District, or withdrawing from the District or a nonpublic school, and by the thirtieth (30th) day of August each year thereafter. The notice shall include the parent's name and address, the child's name, and an assurance that the child will receive education in the following subject areas:

A+ English language arts

B+ Mathematics

C+ Science

D+ History

E+ Government

F+ Social Studies

The child's exemption from attending school shall be effective upon receipt of the notice. The Superintendent will send written acknowledgment of receipt of the notice within fourteen (14) calendar days. If there is evidence that a child exempt from school for home education is not receiving an education in the required subject areas, the child may be subject to truancy procedures in accordance with Policy 5200.

A child who is enrolled in the District following any period of home education shall be placed in the appropriate grade level, without discrimination or prejudice, in accordance with the policies of the Board.

~~A parent electing to home educate a child shall provide the Superintendent with annual written notification. The notification must include certain specific information and assurances concerning the home education program as set forth in State law, the State Department of Education Regulations, and AG 9270.~~

~~The Superintendent will excuse the child from attendance for home education purposes upon satisfactory showing that the child is being home educated by a person qualified to teach the branches in which instruction is required as referenced in AG 9270, and such additional branches, as the advancement and needs of the child may, in the opinion of the Superintendent, require.~~

~~The Superintendent shall develop and implement administrative guidelines that verify, prior to a child being excused from attendance for home education purposes, all requirements specified in the State Department of Education regulations and the conditions established in Policy 5463—Credits from State Chartered, Special, and Nonchartered Schools have been met.~~

Extra-Curricular Activity Participation of Students Not Enrolled in District

A student who is educated at home is permitted to participate in any extra-curricular activity offered in the School District to which the student would otherwise be assigned during the school year. If the District operates more than one (1) school that serves the student's grade level (as determined by the student's age and academic performance), the student shall be permitted to participate in the extra-curricular activities at the school to which the student would be assigned by the Superintendent pursuant to R.C. 3319.01. If the student elects to participate in an extra-curricular activity offered by the District, the student is not allowed to participate in that activity at another school or school district to which the student is not entitled to attend.

Similarly, a student who is enrolled in a nonpublic school is entitled to participate in any extra-curricular activity not offered by the nonpublic school in the school district to which the student would otherwise be assigned during the school year. If the District operates more than one (1) school that serves the student's grade level (as determined by the student's age and academic performance), the student shall be permitted to participate in that extra-curricular activity at the school to which the student would be assigned by the Superintendent pursuant to R.C. 3319.01.

[X] The Superintendent may allow a student, who is educated at home and not entitled to attend school in the District pursuant to R.C. 3313.64 or R.C. 3313.65, to participate in any extra-curricular activity offered by the District if the district to which the student is entitled to attend does not offer that extra-curricular activity. **[END OF OPTION]**

[X] The Superintendent may allow a student, who is enrolled in a nonpublic school and not entitled to attend school in the District pursuant to R.C. 3313.64 or R.C. 3313.65, to participate in any extra-curricular activity offered by the District if the nonpublic school in which the student is enrolled does not offer the extra-curricular activity, and either of the following applies:

- A. **(X)** the extra-curricular activity is not interscholastic athletics or interscholastic contests or competitions in music, drama, or forensics; or
- B. **(X)** the extra-curricular activity is in an interscholastic athletic or interscholastic contest or competition in music, drama, or forensics.

In order to participate under this option, the nonpublic school must be located in the District. Prior to participation, the Superintendent must enter into a written agreement with the Superintendent of the public school district in which the student is entitled by law to attend that permits the student's participation. The written agreement must include a certification that the student has not participated in an interscholastic athletic or interscholastic contest or competition in music, drama, or forensics during the current school year. If the student has participated in an interscholastic **athleticathletic** or interscholastic contest or competition in music, drama, or forensics, **the students/he** shall be ineligible to participate for the remainder of the school year. **[END OF OPTION]**

Eligibility Requirements

In order to participate in any extra-curricular activity as detailed above, a student being educated at home or enrolled in a nonpublic school must be the appropriate age and grade level for the school that offers the extra-curricular activity and must fulfill the same academic, nonacademic, and financial requirements as any other participant as specified in Board policy, administrative guidelines, the student handbooks, and/or the Athletic Handbook. A student educated at home must meet the following academic requirements:

- A. If the student received home **educationsschooling** in the preceding grade period, the student shall meet any academic requirements established by the State Board of Education for the continuation of home **educationsschooling**.
- B. If the student did not receive home **educationsschooling** in the preceding grading period, the student's academic performance during the preceding grading period shall have met any academic standards for eligibility to participate in the program established by the District.
- C. Eligibility for a student who leaves a school district mid-year for home **educationsschooling** shall be determined based on an interim academic assessment issued by the district in which the student was enrolled based on the student's work while enrolled in the District.
- D. Any student who commences home **educationsschooling** after the beginning of a school year and who is, at the time home **educationsschooling** commences, ineligible to participate in an extra-curricular activity due to failure to meet academic standards or any other requirements of the District shall not participate in the extra-curricular activity until the student meets the academic requirements established by the State Board of Education for continuation of home **educationsschooling** as verified by the Superintendent. No student shall be eligible to participate in the same semester in which the student **is as** determined ineligible.

No eligible home **educatedschooled** or nonpublic school student will be charged any fees in excess of those fees charged to other students for participation in the same extra-curricular activity. No student will be denied the opportunity to participate in interscholastic athletics offered by a school in the District because the student has or is participating in a college credit plus program as long as the student fulfills all academic, nonacademic, and financial requirements.

A.C. 3301-34

R.C. 3313.5311, 3313.5312, 3313.5341, 3313.6110, 3321.03, 3321.04, **3321.042**

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Legal

A.C. 3301-34

R.C. 3313.5311, 3313.5312, 3313.5341, 3313.6110, 3321.03, 3321.04, 3321.042

**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 Cloverleaf 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 School Board of Education (District of Residence) for educational purposes for the school year of 2023 - 2024.

The Wadsworth City School Board of Education (District of Residence) hereby agrees to pay to the Cloverleaf Local School 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 Cloverleaf 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

[Redacted]

ad of 9/12/2023

[Redacted]

Wadsworth, OH 44281

[Redacted]

District of Attendance Superintendent Signature

9/14/23
Date

[Redacted]

District of Attendance Treasurer Signature

09/14/2023
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 2023 – 2024.

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 Cloverleaf 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 School Board of Education (District of Residence) for educational purposes for the school year of 2023 - 2024.

The Wadsworth City School Board of Education (District of Residence) hereby agrees to pay to the Cloverleaf Local School 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 Cloverleaf 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

[Redacted Student Information]

District of Attendance Superintendent Signature

Date

9/8/23

District of Attendance Treasurer Signature

Date

09/11/2023

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 2023 – 2024.

District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date

CONTRACT FOR HANDICAPPED PUPILS
OPEN ENROLLMENT

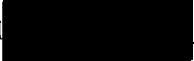
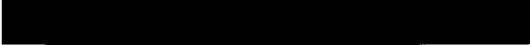
AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES PURSUANT TO SECTIONS
3313.981 ORC, 3323.14 ORC, AND RULE 3301-48-02 (F)

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 Copley-Fairlawn Board of Education (District of Residence) for educational purposes for the school year of 2023 - 2024.

The Copley 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.

<u>Name of Student</u>	<u>Address of Student</u>
1. 	
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 2023 - 2024.

(Signature) Superintendent of District of Residence Date

(Signature) Treasurer of District of Residence Date



Frantz Law Group
A Professional Law Corporation

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**CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

September 8, 2023

Andrew Hill
524 Broad Street
Wadsworth, OH 44281

Re: *Settlement Offer for Government Entity Claims Against Altria*

Dear Wadsworth City School District:

We are pleased to inform you that pursuant to the global "Government Entity Settlement Agreement" with Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively "Altria"), Wadsworth City School District is eligible to receive a gross offer of \$ 23,270 to resolve its Government Entity claims against Altria. From that amount, attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released to Wadsworth City School District.

This gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "Altria School District Allocation Approach" document describes in detail those factors and the allocation methodology. The accompanying "Final Allocation: School Districts" document provides further information regarding the objective factors used in the allocation.

You are free to accept or reject this settlement offer, but we strongly recommend that you accept it. We believe that this is a fair and reasonable settlement offer for your Government Entity claims against Altria given (a) the Altria-related harm the Entity has suffered; and (b) the burdens, risks, uncertainties, time, and expense of continued litigation (expense that the Entity would ultimately bear). In our opinion, this Settlement is the best opportunity to receive fair and reasonable compensation for your Government Entity claims against Altria in the foreseeable future. Based upon the knowledge and experience we have gained through our years of involvement in the litigation against Altria, we believe that settling now and receiving payment for your

Government Entity claims is clearly in your best interest.

If you reject this settlement offer, your Government Entity claims against Altria will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately receiving nothing for your claims against this defendant.

If you choose to follow our recommendation and accept your Government Entity settlement offer, please carefully review all of the accompanying documents, and then do ALL of the following:

1. An individual authorized by law to enter into settlement agreements on behalf of the Government Entity should sign the accompanying "Government Entity Release of All Claims" ("Release").
2. That same authorized individual should sign this letter where indicated below.

Please return BOTH signed documents as soon as possible. You must return ALL PAGES of BOTH documents so that the processing of your claim will not be delayed.

A. Effect of Signing the Release

Please keep in mind that by its authorized representative signing the Release, the Government Entity is agreeing to accept the settlement money offered by Altria through the Settlement Program and, in exchange, is giving up its right to a trial against Altria and the other Released Parties.¹ Of course, trial is risky because the Government Entity could win or lose its case. If the Entity goes to trial, the jury could award it more, less, or no money against Altria. In addition, even if the Entity is successful at trial, Altria always has the right to appeal any jury award. The appeal process may take anywhere from two to three years to complete and would result in additional costs and expenses in the Entity's case. Any money awarded by the jury would not be paid to the Entity until the appeal process is complete and only if a finding has been made in the Entity's favor. Further, an appeal could also result in a judgment in the Entity's favor being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a full and final release of ALL claims the Government Entity currently has, or may have in the future, against Altria and the other Released Parties "concerning and/or connected with JUUL Products and/or with any injury [the Government Entity] has ever claimed, or may at any time in the future claim, the Released Parties [including Altria] caused in whole or in part concerning and/or connected with JUUL Products." Please also note that, pursuant to the terms of the Release and the

¹ Page 3 of the enclosed Release (definition 10) sets out all of the Released Parties.

Settlement Agreement, the executed Release becomes effective concurrent with Altria's payment into the Government Entity Qualified Settlement Account of the total gross Settlement Amount described in the accompanying "Description of Settlement Agreement."

B. The Government Entity's Net Settlement Offer Amount

As indicated at the outset of this letter, the *net* settlement amount the Government Entity will receive will be the gross settlement amount after deductions for attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens that may exist on the Government Entity's Settlement Funds must be satisfied and discharged by the Government Entity before any Settlement Funds can be released to the Entity.

The Government Entity's *gross* settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "Altria School District Allocation Approach" document and the "Final Allocation: School Districts" document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value for your Government Entity was determined.

C. When the Government Entity Should Expect to Receive Its Settlement Payment

As explained in the accompanying "Description of Settlement Agreement," Altria's Settlement Payment into the Government Entity Qualified Settlement Account will be paid within 60 days of the federal MDL Court's Final Approval of the proposed class action settlement against Altria involving economic loss claims by consumers who said they overpaid for JUUL's vaping products. We do not yet know what the Court's timetable will be for considering preliminary, then final, approval of the proposed class action settlement, but expect payments to be made in the first half of 2024.

The best way to ensure that your Government Entity receives its settlement payment as quickly as possible is to promptly review, sign, and return the Release and this letter, after you carefully review all of the accompanying documents. We will keep you apprised of any developments that may affect the timing of Judge Orrick's grant of final approval of the class action settlement and, thus, the anticipated date of Altria's Settlement Payment into the Government Entity Qualified Settlement Account.

* * * * *

Again, if you choose to follow our strong recommendation and accept your Government Entity settlement offer, please have an authorized official sign BOTH the Release and this letter where indicated and return all pages of BOTH executed documents to us as soon as possible.

If you have questions about any aspects of this aggregate Government Entity Settlement, this letter, the Release, or any of the accompanying documents, feel free to contact me by email: WShinoff@frantzlawgroup.com or by phone: 619-964-0073.

Sincerely,

William Shinoff, Esq.

READ AND AGREED:

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, the Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

Andrew Hill

Printed Name

Date

Title within Government Entity

Signature

GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

Wadsworth City School District, the undersigned Releasor (the “Releasor”), is a plaintiff in the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program¹ set forth in the Government Entity Settlement Agreement dated as of July 26, 2023. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with Altria’s payment of the Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part, directly or indirectly, concerning and/or connected with JUUL Products, and/or the Released Claims and Liabilities.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by Altria in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

Definitions: As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Altria**” means Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises, LLC, and Altria Group Distribution Company.
2. “**Claims**” means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future (including each and every element, component, or enhancement of any of the foregoing), and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

¹ Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.

3. **“Individual Government Entity Settlement Payment”** means any payment made to a Releasing Party.
4. **“Law”** means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. **“Liabilities”** means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future (including each and every element, component, or enhancement of any of the foregoing).
6. **“Lien”** means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. **“Non-Released Party”** or **“Non-Released Parties”** means Juul Labs, Inc. and any past, present, and future parents, subsidiaries, and affiliates and any Person who is not Altria or a Released Party, including but not limited to other e-cigarette manufacturers, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in any Release is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. **“Release”** means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. **“Released Claims and Liabilities”** means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the date on which this Release takes effect. For the

avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. **“Released Parties”** means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers.
11. **“Releasing Parties”** means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. **“Settlement Agreement”** means the Government Entity Settlement Agreement dated as of July 26, 2023.
13. **“Settlement Program”** means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

Releases: Except as set forth in the section “Pursuit of Certain Claims” below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor’s and/or any other Releasing Party’s right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party’s rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY ALTRIA, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.

Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the “**Alleged Harms**”), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty,

and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

Attorneys' Fees: Division of Any Individual Government Entity Settlement Payment:

Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Nothing in this Release shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Releasor out of the settlement proceeds. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

Pursuit of Certain Claims: Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected to any of the Released Claims and Liabilities; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against Altria; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

Liens and Other Third-Party Payor Claims: Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, Altria shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

Claim-Over: Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such non-released party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such non-released party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

1. Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
2. Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any non-released party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over;
3. Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
4. In the event that the non-released party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

Non-Party Settlement: To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any

similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party.

ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, ALTRIA OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

Waiver of Certain Provisions Regarding Timing of Any Payments. If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

No Admission of Fault: Releasor understands and agrees that Altria has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

Representations and Warranties: Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual

Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor’s claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Electronic Signatures: This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

Instructions: A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled "By:"; (3) type the name of the person signing the Release on behalf of the Government Entity in the field labeled "Name"; (3) type the title of the person signing the Release on behalf of the Government Entity in the field labeled "Title"; (4) type the name of the Government Entity agreeing to this Release in the field labeled "Government Entity Name"; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the Government Entity Settlement Administrator.

RELEASOR:

By: /s/ _____

Name: Andrew Hill

Title: _____

Government Entity Name: Wadsworth City School District

Dated: _____

DESCRIPTION OF SETTLEMENT AGREEMENT
BETWEEN ALTRIA
AND SETTLING GOVERNMENT ENTITY PLAINTIFFS

Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “Altria”) has entered into a Settlement Agreement with court-appointed Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052 (together “Plaintiffs’ Leadership”¹) on behalf of all Settling Government Entity Plaintiffs. The Settlement Agreement establishes a program to resolve, only as against Altria and the other Released Parties², the actions and claims that the Settling Government Entity Plaintiffs had, now have, or will have in the future against Altria in connection with: the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products; Altria’s conduct related to its investment in JUUL Labs, Inc. (“JLI”); and Altria’s interactions with JLI and JLI-related persons.

Total Value of Settlement and Payment Schedule

Plaintiffs’ Leadership negotiated a total gross Government Entity settlement fund with Altria of \$168,250,000.

The total settlement funds will be paid by Altria into the Government Entity Qualified Settlement Account within sixty (60) days of Final Approval of the Altria Class Action settlement. The settlement funds will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, *if all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total *maximum* Settlement Payment funds to be received by the Settling Municipalities is \$36,173,750 and by the Settling School Districts is \$132,076,250. This allocation of the total Government Entity settlement fund was recommended and ultimately approved by the Mediator, Thomas J. Perrelli, who was appointed by the MDL Court.

If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, an amount equal to that Government Entity’s allocated share of the settlement funds shall be deducted from the total settlement fund amount.

Settlement Offer Values and the Claim Valuation Process

In order to be an Eligible Government Entity Plaintiff and participate in the Settlement Program, the Government Entity must have (1) filed a claim or cause of action against Altria as of May 10, 2023, whether or not those claim(s) or causes of action have been consolidated into *In re: JUUL Labs, Inc. Marketing Sales Practices & Products Liability Litigation* (N.D. Cal.) or *JUUL Labs*

¹ “Plaintiffs’ Leadership” means the court-appointed Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto), MDL Government Entity Liaison Counsel Tom Cartmell, and the court-appointed Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi).

² The “Released Parties” are set out in the “Government Entity Release of All Claims” in Definition 10 (page 3).

Product Cases, JCCP No. 5052; or (2) been represented by Plaintiffs' Counsel to pursue a cause of action against Altria and/or any other Released Party and executed a signed retainer as of May 10, 2023. (The San Francisco Unified School District is excluded from this settlement and is entering a separate settlement agreement.) A Government Entity under the Settlement Agreement is any U.S. domestic government entity, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

A total of approximately 1,596 Eligible Government Entity Plaintiffs are covered by the Settlement Agreement. The School District Portion of the Settlement Funds will be allocated to approximately 1,540 of these Entities (1,508 School Districts and 32 Regional Offices of Education), and the Municipality Portion of the Settlement Funds will be allocated to 56 of these Entities (46 Counties, 9 Cities, and 1 County Health Agency). As noted above, the total Settlement Payment will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, assuming that *all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total maximum Settlement Payment funds to be received by the Settling Municipalities is \$36,173,750 and by the Settling School Districts is \$132,076,250.

The accompanying "Altria School District Allocation Approach" document sets out in detail the method and factors approved by the court-appointed Mediator for allocating the School District Portion of the Settlement Funds among the 1,540 Eligible School Districts. (A similar method is used to determine the allocation for the Municipality portion of the Settlement Funds.) The accompanying "Final Allocation: School District" document sets out each of the 1,540 Eligible School District's allocated percentage and dollar amount share of the \$132,076,250 total Settlement Payment along with each School District's relevant allocation factors.

We believe that each Eligible Government Entity's settlement offer value under this Settlement Agreement fairly reflects the circumstances of each Government Entity's case against Altria. If you have any questions regarding the court-appointed Mediator's allocation factors and method, the amount of your allocated share of the Settlement Funds, or any aspect of the information provided in this "Description of Settlement Agreement" document, please contact us and we will be happy to answer your questions.

Use of Settlement Proceeds

The settlement proceeds are intended to be used for "compensatory restitution or remediation," and no amount to be distributed under the Settlement Agreement "represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation." Nothing in the Settlement Agreement prohibits or impairs the payment of Attorneys' Fees and Expenses by Settling Government Entity Plaintiffs out of the settlement proceeds. Compensatory restitution or remediation are broad terms that are not specifically enumerated or defined in the Settlement and thus provide flexibility to Settling Government Entity Plaintiffs to use the settlement proceeds to address the problem of youth vaping and nicotine addiction.

Attorneys' Fees, Litigation Costs, and Common Benefit Assessment

Each Eligible Government Entity's Settlement Allocation -- set out in the accompanying court-appointed Mediator's "Final Allocation: School Districts" document -- is the Entity's gross

settlement amount before the reduction for attorney's fees, case expenses, the court-ordered Common Benefit assessment, and any applicable liens.

The attorneys' fees to be paid by each settling Government Entity are those set forth in the Entity's attorney-client contract. Expenses to be reimbursed by a settling Entity will be reflected on the final "Disbursement Statement" (to be provided in the future) and will include case-specific and general expenses. Case-specific expenses are those that benefit a specific Entity (e.g., the costs of filing the Entity's lawsuit). General expenses are those that benefit a larger group of Entities represented by the same law firm. General expenses are allocated across the group of benefited Entities in accordance with the Entity's attorney-client contract. In addition, each settling Entity's net settlement amount will reflect a court-ordered assessment for the Common Benefit Fee and Expense fund of between 7% and 10% of the Claimant's total gross settlement amount.³ The common benefit Fee and Expense Fund assessment is used by the Court to reimburse the attorneys who spent time and outlaid expenses in connection with Common Benefit Work in the coordinated Federal and California litigation.

Liens

The "Government Entity Release of All Claims" ("Release") to be signed by each Settling Government Entity Plaintiff provides that the Entity "shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment." The Release further provides that the settling Government Entity is solely responsible for the "satisfaction and discharge of any and all Liens with respect to any Settlement Payment," and that prior to the first time that an Individual Government Entity Settlement Payment is made to it, the Entity "shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged."

Right of Termination

Under the terms of the Settlement Agreement, Altria retains the right to terminate this Settlement Agreement if more than a certain number of Eligible Government Entity Plaintiffs do not timely accept their settlement offers through the Settlement Program and submit a properly executed "Government Entity Release of All Claims." Altria also retains the right to terminate this Settlement Agreement if the MDL Court does not grant Preliminary or Final Approval to the Class Settlement Agreement. If this Settlement Agreement is terminated for any reason, the JUUL-related claims of each Eligible Government Entity against Altria shall revert to the same position

³ This assessment is required by parallel federal and state court orders: Case Management Order 5(A) "Establishing a Common Benefit Fee and Expense Fund," entered on May 27, 2020, by Judge William H. Orrick, U.S. District Court Northern District of California in *In re: JUUL Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (MDL No. 2913); and Case Management Order 10 -- "Public Entity Plaintiffs' Supplemental Common Benefit Order," entered on July 28, 2020, by Judge Ann I. Jones, Superior Court of the State of California, County of Los Angeles-Spring Street in *JUUL Labs Product Cases* (JCCP No. 5052). Both orders provide for a Costs Assessment of 2% and a Fee Assessment of 5% (or, in one instance, 8%) of the gross settlement amount. "Late Participating Counsel" under Judge Orrick's CMO 5(A) are the lone exception and are subject to an 8% Fee Assessment. The specific allocation of the overall hold back, i.e. the percentage for fees and the percentage for costs, may be altered by court order.

they were in immediately prior to the execution of this Settlement Agreement, and those claims against Altria will continue to be prosecuted in the court system.

Altria School District Allocation Approach

This document describes the allocation method used to determine how the Altria global settlement amount will be distributed among the group of litigating educational entities. A similar method is applied to the allocation for counties and cities and to school districts in the settlement.¹ As of August 10, 2023, the total number of litigating educational entities was 1,540, comprised of 1,508 school districts and 32 regional education agencies.² **Table 1** provides a distributional summary of litigating entities by type and size.

TABLE 1. SUMMARY OF LITIGATING EDUCATIONAL ENTITIES, BY ENTITY TYPE³

STUDENT POPULATION	SCHOOL DISTRICTS	REGIONAL EDUCATION AGENCIES	TOTAL
< 250	61	-	61
251 - 1,000	331	1	332
1,001 - 2,500	411	-	411
2,501 - 10,000	433	7	440
10,001 - 25,000	176	14	190
25,001 - 100,000	78	7	85
100,001 - 200,000	11	1	12
>= 200,000	7	2	9
Total	1,508	32	1,540
Percent of Total	98%	2%	100%
Median Size	2,164	15,397	2271

The allocation method relies on student population as the primary allocation factor, with the number of physical schools serving as a secondary factor for school districts. Given the heterogeneity of the group of litigating educational entities, the allocation method also incorporates additional weighting factors and rules establishing a minimum and maximum allocation per entity. The allocation method is described in greater detail below.

¹ Entities which also filed against JUUL will receive this allocation in addition to the JUUL allocation.

² Regional education agencies are agencies which provide specialized education services and support for more than one school district. These include County Offices of Education (CA), Educational Service Centers (OH), Boards of Cooperative Educational Services (NY), and Intermediate School Districts (MI).

³ As discussed further in Section A, regional education agencies may also directly administer a group of schools within its jurisdiction. In the 12 instances where the NCES enrollment for those schools is non zero, a regional education agency is counted twice – once as a school district and once as a regional education agency.

A. ALLOCATION FACTORS

Student population is the primary factor used to determine the share of a global settlement that each entity will receive, where each entity is provided a fixed dollar amount per student. Student population is drawn from the National Center of Education Statistics (NCES) Elementary/Secondary Information System (ELSI) for the school year 2020-21.^{4,5}

The allocation model includes a second factor: **number of schools**. The same NCES data set is used to determine the number of schools operated by each school district. This second factor is intended to recognize that a portion of abatement costs is driven by the number of schools that a school district operates.

For both student population and the number of schools, the allocation model weights elementary and middle school-aged students to high school-aged students at a ratio of one-third, and two-thirds, respectively. **Table 2** below shows how the model defines elementary, middle, and high school-aged students. Schools are defined based on the highest grade level served. For example, a school that serves kindergarten through fifth grade is defined as an elementary school where a school that serves kindergarten through eighth grade is defined as a middle school. These weightings recognize that the potential for use generally increases with age.

TABLE 2. GRADE-LEVEL WEIGHTING FACTORS

	WEIGHTING FACTOR	SCHOOL DISTRICTS
Elementary School (ES)	1/3	Grades PK-5
Middle School (MS)	2/3	Grades 6-8
High School (HS)	1	Grades 9-12

In addition to grade-level weighting, the allocation model incorporates the following additional factors:

- **Special Consideration for Bellwethers.** In recognition of the additional level of effort and associated litigation costs, all litigating entities that are serving as bellwether cases will receive a baseline allocation of 0.720 percent (or \$4.00 million under the current \$168.25 million settlement) and a weighting factor of 4.5.

In recognition of its role as both a municipality and an administrator of the local school district, the City of Rochester will receive a baseline allocation of 0.720 percent as a school district (or \$1.21 million under the current \$168.25 million settlement) and a separate baseline allocation of 0.0720 percent as a city (or \$121,140 under the current \$168.25 million settlement). In addition, the allocation method applies a 5.0 weight to the City of Rochester.

- **Regional Education Agencies.** The allocation method applies a 0.05 weighting to regional education agencies. This weighting is intended to recognize the more minimal level of engagement and interaction that occurs between these entities and students relative to

⁴ U.S. Department of Education. Institute of Education Sciences, National Center for Education Statistics. See Elementary/Secondary Information System. Available online at: <https://nces.ed.gov/ccd/elsi/>

⁵ For Regional Education Agencies, we calculate the population as the total population of all districts served by that agency.

school districts. Regional education agencies may also directly administer a group of schools within its jurisdiction; the method separately treats these schools and the associated student population as a school district for purposes of allocation.⁶

- **Litigation Risk Weighting.** The allocation method incorporates three factors to reflect litigation risk: (a) entity size as measured by student population, (b) filing status, and (c) state jurisdiction. Note, these weighting factors do not apply to bellwethers.

Entity Size. As previously discussed, the group of litigating entities is highly heterogenous with respect to the number of students that each entity serves. In general, there is an inverse relationship between entity size (based on the number of students served) and litigation risk. Accordingly, the allocation method incorporates the following weights based on student population (**Table 3**). These weights apply to both the per student and per school portions of the allocation method.

TABLE 3. LITIGATION RISK WEIGHTING BY SIZE CLASS: SCHOOL DISTRICTS

STUDENT POPULATION	WEIGHTING FACTOR
< 10,001	0.50
10,001 to 25,000	0.75
25,001 to 100,000	1.00
100,001 to 200,000	1.25
>200,000	1.50

Filing Status. In addition to size, the allocation method also considers filing status as a secondary risk factor. Specifically, we define three filing groups:

- Filing Group 1 includes entities filed before 9/1/2022.
- Filing Group 2 includes entities filed after 9/1/2022 or filed after 10/3/2022 but appearing on either of two MDL census lists.⁷
- Filing Group 3 includes entities filed after 10/3/2022.

No adjustments are applied to entities in Filing Group 1. **Table 4** show the percentage discounts applied to Filing Groups 2 and 3. Note, the discount for Filing Group 3 is applied on top of the Filing Group 2 discount.

⁶ For example, San Diego County Office of Education supports all the districts in SD County (which include almost 500,000 students) and directly runs 7 schools with over 1,000 students.

⁷ The allocation method considers presence on either the MDL census dated 12/2019 and 10/4/2022.

TABLE 4. LITIGATION RISK WEIGHTING: SCHOOL DISTRICTS

STUDENT POPULATION	FILING GROUP 1	FILING GROUP 2		FILING GROUP 3	
		PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT	PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT
< 10,001	0.50	10%	0.45	65%	0.16
10,001 to 25,000	0.75		0.68		0.24
25,001 to 100,000	1.00	25%	0.75		0.26
100,001 to 200,000	1.25	40%	0.75		0.26
>200,000	1.50		0.90		0.32

State Jurisdiction. Finally, the method applies a 0.50 weighting for litigating entities located in the State of Oklahoma. This factor reflects information provided by the legal team regarding rulings issued by the Oklahoma Supreme Court that would have a likely negative effect on cases brought in that state.

B. MINIMUM AND MAXIMUM ALLOCATION PER ENTITY

Given the heterogeneity of the educational entities, the allocation method applies the following minimum and maximum allocation rules:

- **Minimum Allocation.** The minimum allocation for any entity is 0.0015 percent of the total settlement amount, or \$2,524 based on the current settlement amount of \$168.25 million. Funding for minimums is taken from all entities above the minimum in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities.
- **Maximum Allocation.** The maximum allocation for any entity is 4.286 percent of the total settlement amount, or \$7.21 million based on the current settlement amount of \$168.25 million. Any funding in excess of the maximum allocation is redistributed to the remaining litigating entities in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities. Entities that received the minimum allocation do not receive any of the redistributed 'excess' funding.

To execute the minimum and maximum allocation rules, we first find all entities below the minimum allocation and bring them up to the minimum allocation by redistributing funds from all entities which receive more than the minimum allocation. If this redistribution results in any entities falling below the minimum, the process is repeated. After ensuring that all entities receive the minimum allocation, we then find all entities above the maximum allocation. We redistribute all funding in excess of the maximum to the subset of entities below the maximum, excluding the subset of entities that received the minimum allocation. This process is repeated until no entities receive more than the maximum allocation.⁸

C. ALLOCATION PER STUDENT AND PER SCHOOL

The allocation is distributed using a defined dollar amount per student and, for school districts, an additional amount based on a defined dollar amount per school. To calculate the amount per student (or per school), the total amount allocated to students is divided by the total student (or school) population, adjusted for the weighting factors described above. The steps for calculating the

⁸ For the minimum and maximum allocation rule the process is repeated once under the current allocation.

per student allocation for school districts is described in greater detail below. The steps are the same for calculating the per school allocation for school districts.

To calculate the per student allocation for school districts:

1. Calculate the share of the global settlement allocated to students for school districts.

Under the current allocation method, 78.5 percent of the global settlement is allocated to school districts and 21.5 percent to municipalities (i.e., cities and counties). After taking into the baseline allocation for school districts (e.g., \$1.21 million for bellwethers), the remaining amount is allocated: 80 percent in proportion to the weighted number of students and 20 percent in proportion to the weighted number of schools. **Appendix A** provides an illustration of these allocations between school districts and municipalities, and within school districts, between students and schools.

2. Calculate the sum of the *weighted* student population for all school districts.

In the below formula, the *Entity Weight* refers to the product of all weighting factors applicable to a specific entity. For example, a regional education agency that serves 25,000 students has a weight of 0.0375 (i.e., 0.05 multiplied by 0.75).

$$\text{Total Weighted Student Population} = \sum_{\text{Entities}} \text{Weighted Student Population}_{\text{Entity}}$$

Where:

$\text{Weighted Student Population}_{\text{Entity}}$

$$= \left(\text{ES Students}_{\text{Entity}} \times \frac{1}{3} + \text{MS Students}_{\text{Entity}} \times \frac{2}{3} + \text{HS Students}_{\text{Entity}} \right) \times \text{Entity Weight}_{\text{Entity}}$$

Some examples:

The weighted population for a bellwether school district is the sum of the following three figures multiplied by an Entity Weight of 4.5:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

The weighted population for a school district with less than 10,000 students is the sum of the following three figures multiplied by an Entity Weight of 0.50:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

3. Calculate the 'dollar per weighted student' by dividing the per student portion of the allocation (Step 1) by the weighted student population (Step 2).

$$\text{\$ per Weighted Student} = \frac{\text{Per Student Portion of School District Allocation}}{\text{Total Weighted Student Population}}$$

Appendix B includes examples of the per capita calculations for students and schools for the global settlement amount.

D. ALLOCATION FORMULA

With the per student and per school allocation amount calculated, the formulas below calculate the allocation amount by entity type. **Appendix B** includes example allocations for representative school districts.

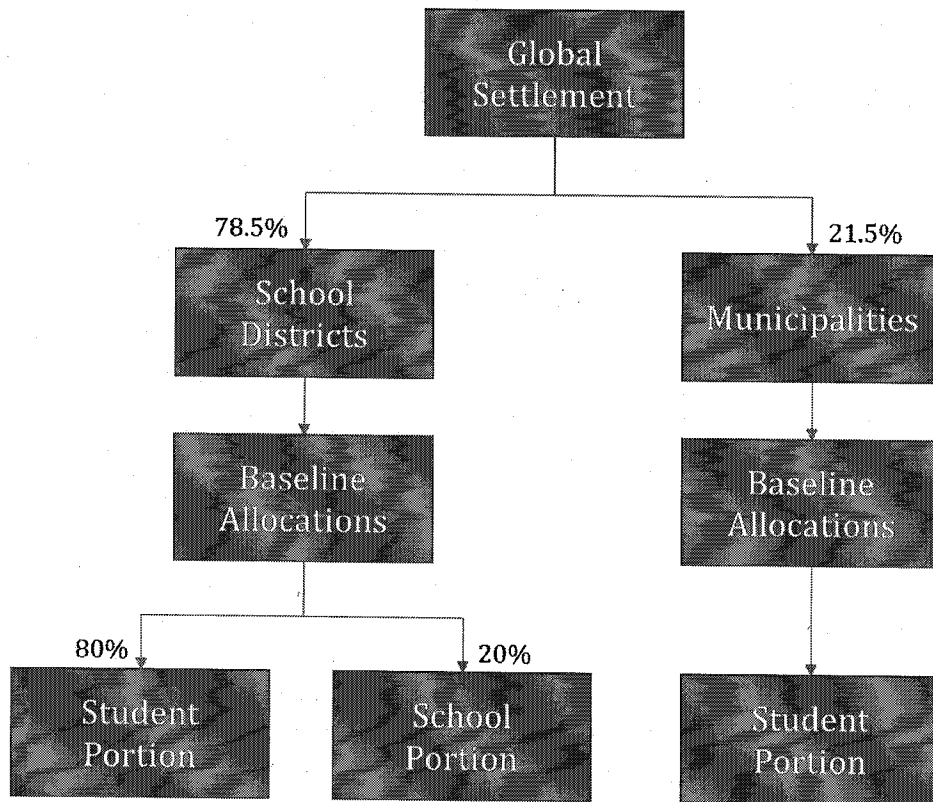
School District Allocation Formula

$$\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \text{\$ per Weighted Student} \times \text{Weighted Student Population}_{\text{Entity}} \\ & + \text{\$ per Weighted School} \times \text{Weighted Number of Schools}_{\text{Entity}} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \text{\$ per Weighted Student} \times \text{Weighted Student Population}_{\text{Entity}} \\ & + \text{\$ per Weighted School} \times \text{Weighted Number of Schools}_{\text{Entity}} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned}} \right\} \text{Per capita allocation}$$

Below is the allocation formula broken down separately between students and schools:

$$\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \text{\$ per Weighted Student} \\ & \quad \times \left(\text{ES Student}_{\text{Entity}} \times \frac{1}{3} + \text{MS Student}_{\text{Entity}} \times \frac{2}{3} + \text{HS Student}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \text{\$ per Weighted School} \\ & \quad \times \left(\text{ES Campus}_{\text{Entity}} \times \frac{1}{3} + \text{MS Campus}_{\text{Entity}} \times \frac{2}{3} + \text{HS Campus}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \text{\$ per Weighted Student} \\ & \quad \times \left(\text{ES Student}_{\text{Entity}} \times \frac{1}{3} + \text{MS Student}_{\text{Entity}} \times \frac{2}{3} + \text{HS Student}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \text{\$ per Weighted School} \\ & \quad \times \left(\text{ES Campus}_{\text{Entity}} \times \frac{1}{3} + \text{MS Campus}_{\text{Entity}} \times \frac{2}{3} + \text{HS Campus}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Student} \\ \text{Population} \end{array} \quad \left. \vphantom{\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \text{\$ per Weighted Student} \\ & \quad \times \left(\text{ES Student}_{\text{Entity}} \times \frac{1}{3} + \text{MS Student}_{\text{Entity}} \times \frac{2}{3} + \text{HS Student}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \text{\$ per Weighted School} \\ & \quad \times \left(\text{ES Campus}_{\text{Entity}} \times \frac{1}{3} + \text{MS Campus}_{\text{Entity}} \times \frac{2}{3} + \text{HS Campus}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Number of} \\ \text{Schools} \end{array}$$

APPENDIX A. ALLOCATION FRAMEWORK



APPENDIX B. ALLOCATION FOR A 168.25 MILLION DOLLAR GLOBAL SETTLEMENT

Table B.1 shows the top-level splits for the current global settlement of \$168.25 million. Below we show in more detail the calculations for school districts.

TABLE B.1. ALLOCATION DISTRIBUTION FOR A \$168.25 MILLION GLOBAL SETTLEMENT

	\$ per Entity (Millions)	Total (Millions)	%
Settlement		\$168.25	
School District Portion		\$132.08	78.5%
Baseline for bellwethers	\$1.21	\$4.85	4%
Baseline for non-bellwethers	\$0.00	\$0.00	0%
Remaining for districts after baselines		\$127.23	96%
Student Portion		\$101.78	80%
School Portion		\$25.45	20%
Municipality Portion		\$36.17	21.5%

School District Allocation***Allocation per Student***

Table B.2 shows the number of students, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted student for a global settlement amount of \$168.25 million. Note, that the weighted number of students reflects all the allocation factors described in **Section A**.

TABLE B.2. ALLOCATION PER STUDENT: SCHOOL DISTRICT

Grade Level	Unweighted # of Students (Millions)	Weighted # of Students (Millions)
Elementary School (ES)	7.34	1.93
Middle School (MS)	3.76	1.98
High School (HS)	5.38	4.16
Total	16.48	8.07

*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted Student} &= \frac{\text{Per Student Portion of School District allocation}}{\text{Total Weighted Student Population}} \\
 &= \frac{\$102 \text{ Million}}{8.07 \text{ Million Weighted Students}} \\
 &= \frac{\$12.6}{\text{Weighted Student}}
 \end{aligned}$$

Allocation per School

Table B.3 shows the number of schools, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted school for a global settlement amount of \$168.25 million. Note, that the weighted number of schools reflects all the allocation factors described in **Section A**.

TABLE B.3. ALLOCATION PER SCHOOL

Grade Level	Unweighted # of Schools	Weighted # of Schools
Elementary School (ES)	11,334	2,884
Middle School (MS)	9,412	4,557
High School (HS)	7,577	5,301
Total	28,323	12,743

*Totals may not sum due to rounding.

$$\begin{aligned}
 \$ \text{ per Weighted School} &= \frac{\text{Per School Portion of School District allocation}}{\text{Total Weighted \# of Schools}} \\
 &= \frac{\$25 \text{ Million}}{12,743 \text{ Weighted Schools}} \\
 &= \frac{\$2.0 \text{ k}}{\text{Weighted School}}
 \end{aligned}$$

Distribution of allocation from minimum and maximum allocation rules

As discussed in **Section B**, the allocation method applies an iterative process to raise the allocation amount for all entities below the minimum and redistributing excess funding for entities above the maximum.⁹ **Table B.4** presents the aggregate change in funding from these two rules and then presents the change in allocation as a percentage for the subset of entities above the minimum but below the maximum.

TABLE B.4. REALLOCATION OF MINIMUMS AND MAXIMUMS (IN MILLIONS)

	Funding for minimums <i>A</i>	Excess from maximums <i>B</i>	Total to be redistributed <i>C = A + B</i>	Per capita allocation of entities not receiving min or max <i>D</i>	% change in per capita allocation <i>E = C/D</i>
School districts	-\$0.17	\$2.71	\$2.54	\$110.97	2.29%

*Totals may not sum due to rounding.

Tables B.5 to B.7 summarize allocations for *example* school districts under a global settlement amount of \$168.25 million.

⁹ For example, to implement the minimum allocation rules, the redistribution process is repeated only once. For the maximum allocation rule, the process is repeated once as well.

TABLE B.5. EXAMPLE ALLOCATION PER STUDENT PORTION

Entity (Filed before 9/1/2022)	Entity Weight A	# ES Students B	# MS Students C	# HS Students D	Total Students (Unweighted) E	Total Student (Weighted) ¹ F	\$ per Weighted Student G	Student Portion of Entity Allocation (\$ Millions) ² H
Bellwether school district	4.50	50,000	30,000	40,000	120,000	345,000	\$13	\$4.35
Midsize school district	0.75	5,000	3,000	4,000	12,000	5,750	\$13	\$0.07
¹ Total # of weighted students = $A \times (B \times \frac{1}{3} + C \times \frac{2}{3} + D)$								
² Student portion of the Allocation = $F \times G$								

*Totals may not sum due to rounding.

TABLE B.6. EXAMPLE ALLOCATION PER SCHOOL PORTION: SCHOOL DISTRICTS ONLY

Entity (Filed before 9/1/2022)	Entity Weight A	# ES School I	# MS Schools J	# HS Schools K	Total Schools (Unweighted) L	Total Schools (Weighted) ¹ M	\$ per Weighted School N	School Portion of Entity Allocation (\$ Millions) ² O
Bellwether school district	4.50	40	30	20	90	240	\$1,997	\$0.48
Midsize school district	0.75	4	3	1	8	3	\$1,997	\$0.01
¹ Total # of weighted schools = $A \times (I \times \frac{1}{3} + J \times \frac{2}{3} + K)$								
² Student portion of the Allocation = $M \times N$								

*Totals may not sum due to rounding.

TABLE B.7. EXAMPLE ALLOCATION TOTAL

Entity (Filed before 9/1/2022)	Entity Baseline (\$ Millions) P	Student Portion of Entity Allocation (\$ Millions) H	School Portion of Entity Allocation (\$ Millions) O	% Change in Per Capita Allocation Q	Redistributed Max and Min (\$ Millions) $R = Q \times (H+O)$	Total Entity Allocation (\$ Millions) $S = P+H+O+R$
Bellwether school district	\$1.21	\$4.35	\$0.48	2.29%	\$0.11	\$6.15
Midsize school district	\$0.00	\$0.07	\$0.01	2.29%	\$0.00	\$0.08

*Totals may not sum due to rounding.

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

Overview

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

A. A STATEMENT OF NEED AND PURPOSE

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

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

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

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

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

B. SUPPORTING DATA

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

C. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

D. PROCEDURES FOR STUDENT PARTICIPANTS

1. Informed Consent for Testing

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

2. Alcohol, Drug and Nicotine Testing Frequency

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

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

3. Sample Collection

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

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

4. Procedures

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

E. CONFIDENTIALITY OF RESULTS

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

F. VENDOR REQUIREMENTS

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

1. Random Selection of Student Participants

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

2. Collection of Specimens

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

3. Testing of Specimens

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

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

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

4. Medical Review Officer (MRO) Services

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

5. Reporting of Random Test Results by Vendor

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

6. Statistical Reporting and Confidentiality of Test Results

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

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

G. PROCEDURES IN THE EVENT OF A POSITIVE RESULT

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

2. First Positive Result

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

Option A) For Alcohol and Drugs: The student will receive treatment based on his/her assessment from a certified alcohol/and/or drug, treatment program. While the ultimate decision rests with the parent/guardian/custodian, a list of potential providers will be provided by the District. The parent/guardian/custodian must provide the date the assessment will take place and the program selected within five (5) calendar days of notification of the positive result. The student will be allowed to continue participating as long as the treatment plan is being followed and/or completed, as evidenced by submission of the required documentation to Designated Official.

Option A) for Nicotine: The student will participate in the nicotine education program offered at Wadsworth High School.

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

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

For either option, the student will also be required to submit up to three (3) follow up random drug tests at the expense of the parent/guardian/custodian. If the random tests are not able to be completed at the student's school through the process described in this policy, the tests must be completed by a facility that follows chain-of-custody procedures and uses a SAMHSA-certified toxicology laboratory. Failure to comply with this requirement will result in indefinite suspension from sports and activities.

3+
4+
5+

4+ First Positive Result Due to Ruling of Adulteration

- 1+ If the student's first positive result arises from adulteration, the student will be automatically suspended for twenty percent (20%) of the season or three (3) weeks from the activity/parking, in addition to what is outlined in Option A or Option B above for a first offense. As an example, if the student chooses Option A above, the suspension will be a total of twenty percent (20%) of the season or three (3) weeks from the activity/parking. If the student chooses Option B above, the suspension will be a total of seventy percent (70%) of the season or twelve (12) weeks of the activity/parking. A student whose test result is positive due to adulteration will also be subjected to random test(s)

each month at the expense of the parent/guardian/custodian for a period of six (6) months. If the random tests are not able to be completed at the student's school through the process described in this policy, the tests must be completed by a facility that follows chain-of-custody procedures and uses a SAMHSA-certified toxicology laboratory.

5. Second Positive Result

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

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

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

In lieu of the suspension detailed above in option A for a second positive result, a student can choose to be tested bi-weekly at the expense of the parent/guardian/custodian for a period of six (6) months. If the bi-weekly tests are not able to be completed at the student's school through the process described in this policy, the tests must be completed by a facility that follows chain-of-custody procedures and uses a SAMHSA certified toxicology laboratory. Results from home tests are not permitted. The test results must be from a laboratory that meets the criteria found in F3, Testing of Specimens, found above. The results of the said tests must be submitted to the designated official. A student whose bi-weekly test produces a positive result will have the suspension detailed in option A for a second offense reinstated.

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

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

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

The student will also be required to submit up to three (3) follow-up random drug tests at the expense of the parent/guardian/custodian. If the random tests are not able to be completed at the student's school through the process described in this policy, the tests must be completed by a facility that follows chain-of-custody procedures and uses a SAMHSA-certified toxicology laboratory. Failure to comply with this requirement will result in indefinite suspension from contests/events/activities.

9. Second Positive Result Due to Ruling of Adulteration

1. If the second positive result arises from adulteration, the student will be automatically suspended for twenty percent (20%) of the season or three (3) weeks from the activity/parking, in addition to what is outlined in Option A or Option B above for a second offense. A student whose test result is positive due to adulteration will also be subjected to random test(s) each month at the expense of the parent/guardian/custodian for a period of six (6) months. If the random tests are not able to be completed at the student's school through the process described in this policy, the tests must be completed by a facility that follows chain-of-custody procedures and uses a SAMHSA certified toxicology laboratory.

3. If a student's second positive result arises from the student's second adulteration offense, the student will be held to the consequences detailed in the "Third Positive Result" section of this policy.



6. Third Positive Result

A third positive result from a MRO or ruling of adulteration will result in the student being barred indefinitely from purchasing a parking pass or participating in athletics or extracurricular activities. The student will be able to earn eligibility back by having no positive test results for one (1) year from the date of the third offense. As part of the process to earn eligibility back, the student will be subjected to random test(s) each month at the expense of the parent/guardian. If the random tests are not able to be completed at the student's school through the process described in this policy, the tests must be completed by a facility that follows chain-of-custody procedures and uses a SAMHSA certified toxicology laboratory. If the student earns his/her eligibility back after one (1) year, and then has another positive test result, he/she will be barred indefinitely from purchasing a parking pass or participating in athletic or extracurricular activities and will be subject to the same one (1) year process, as described earlier in this paragraph, to regain eligibility.

7. Self-Referral

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

8. Middle School to High School Transition

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

E. NO ACADEMIC CONSEQUENCES

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

Revised 6/28/18

Revised 10/10/22

CONTRACTOR EVENT SPEAKER AGREEMENT

This Agreement is made binding from the date below when the client entered into this Contractor Event Speaker Agreement and exists between Cort Consulting (Contractor), PO Box 125, Hygiene, Colorado, 80533 and The SHARE Coalition (Client), and the parties agree to the following terms and conditions:

1.0 SERVICES OF THE CONTRACTOR EVENT SPEAKER:

The Contractor Event Speaker shall present at described event below on the following date, time and location: TITLE OF PRESENTATION: TBD DATE: February 23rd, 2024. The presentation will begin at 8:00 AM EST and there will be a ½ hour Q&A session beginning at 11:30 AM with a break for lunch and the event will end at 3:30 PM EST with a ½ hour Q&A session ending at 4:00 PM. The event will be held at the Grace Church, located at 2325 Medina Road in Medina OH.

The morning session will consist of Modern Marijuana Awareness, and the afternoon session will consist of a presentation covering process addictions including video gaming, gambling, and sexual practices.

2.0 Compensation: 2.1 Client agrees to pay Contractor a total sum of \$5,000.00. An initial NONREFUNDABLE deposit of \$500.00 is needed to secure the date and must be received within fourteen (14) business days from when Client entered into this Contractor Event Speaker Agreement; the remaining sum is due within thirty (30) days after the event is completed (NET 30); payment will be in the form of a check to be made payable to Cort Consulting. All payments are to be mailed to PO Box 125, Hygiene, Colorado, 80533 or the payment may be hand delivered to Ben Cort on the day of the presentation.

3.0 Cancellations: 3.1 Either party may cancel this Contractor Event Speaker Agreement with obligation to the other if cancellation notice is received in written form at least 60 days before appearance date, event; in the event of cancellation by the speaker, the speaker will attempt to find a suitable replacement at the original contract rate. If a replacement can't be found, then Contractor will refund all monies rendered. In the event of a cancellation by Client, Contractor will rebook the event at no penalty if another date is booked within twelve (12) months of the original date. All expenses paid by Contractor to include but not limited to hotel and airfare are to be reimbursed by the Client when pre-approved by the Client regardless of reschedule date. In the case the event can't be rescheduled within twelve (12) months, the nonrefundable deposit of \$500.00 will stay in the control of Contractor. 3.2 In the event that the performance of any of the covenants of this Contractor Event Speaker Agreement is prevented by any cause beyond the reasonable control of Client or Contractor, both Client and Contractor shall be relieved of their obligations hereunder with respect to the engagement scheduled as set forth above. Both parties shall make reasonable efforts to reschedule the engagement when possible; if rescheduled all new payments will be credited from the original event compensation. In the case the event can't be rescheduled, the nonrefundable deposit of \$500.00 will stay in the control of Cort Consulting. 3.3 Any cancellation by either party shall not be considered a breach of agreement if it is caused by circumstances beyond the reasonable control of the parties affected, including, but not limited to, act of God, fire, flood, labor strikes, riots, wars, civil disorder and acts of terrorism. In a force majeure event makes it impossible for the agreement to be fulfilled, Contractor shall be entitled to retain the nonrefundable deposit but shall forfeit the full payment, regardless of which party is affected by the force majeure.

4.0 Audio/Video Recordings: 4.1 During the speaking engagement, audio/video equipment may be used. In the event of any recordings created by event staff, copies of all recordings must be provided to Contractor upon request with written permission giving Contractor immediate and all access of the recordings to use as it sees fit. The client may also use these recordings as a teaching aid, but no financial gain may be derived by the client and/or related parties from the use of these recordings.

5.0 Contract Capacity: 5.1 In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee of Client. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement. Contractor will submit a completed form W-9 Request for Taxpayer Identification Number with this Agreement.

6.0 MISCELLANEOUS: 5.1 This Agreement shall be assigned or amended only by written amendments duly executed by the Event Speaker and Coordinator. 5.2 This Agreement shall be governed, interpreted and construed in accordance with the laws of the local state and municipality.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement:



Contractor's signature

Date

Patrick McMillen, Event Coordinator Cort Consulting

9-21-2023

Client's signature

Date

Sara Kopacko, SHARE Coalition Treasurer

MASTER SERVICES AND PRODUCT SALES AGREEMENT

Contract No: 42641

This MASTER SERVICES AND PRODUCT SALES AGREEMENT ("Agreement") is made as of the last date of signature below (the "Effective Date") by and between CDW Government LLC ("Seller") and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Customer").

Deleted: 24th day of August, 2023

Section 1. DEFINITIONS.

1.1. "Affiliates" means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control, are Controlled by, or are under common Control with Customer and that are identified on Exhibit A, which is incorporated herein.

1.2. "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, such as the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, and the Canadian Corruption of Foreign Public Officials Act.

1.3. "Confidential Information" means, subject to the following sentence, any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Statement of Work and/or Purchase Order.

1.4. "Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

1.5. "Delivery Date" means the date of delivery of the Products and/or the Services (as appropriate), which may be set out in the Statement of Work and/or Purchase Order, or if not, communicated, in writing, by Seller to Customer.

1.6. "Deliverables" means any materials (or combination thereof) to be supplied, provided or produced as specified in the relevant Statement of Work by or on behalf of Seller, individually or jointly with Customer, in the performance of the Services and will include all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials. Deliverables shall not include any Seller IPR.

1.7. "Documentation" means all documentation and other written material describing, explaining or assisting in the use of the Products and/or Services and/or any materials, including all diagrams necessary for the maintenance of any such materials by or on behalf of Customer, a list of all known defects in the relevant materials, whether material to the operation thereof or otherwise, and any user manuals.

1.8. "Force Majeure Event" means any event or circumstance arising which is beyond the reasonable control

of Seller (including but not limited to any industrial dispute affecting any third party, carrier delays, embargos, acts of God or acts or laws of governmental regulations or government agencies, severe weather conditions, fire, flood, disaster, failure of power, civil riot, war or terrorism).

1.9. "Input Material" means all documents, information, representations, statements and materials provided by Customer or a third party on behalf of Customer, relating to the Services, including computer programs, data, logos, reports and specifications and inventories.

1.10. "Insolvency Event" means the occurrence of any of the following:

- (a) a party stops or suspends, or declares any intention to stop or suspend, its business or payment of its debts or any class of its debts generally or otherwise becomes insolvent;
- (b) any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable;
- (c) a notice is issued for the purposes of convening a meeting to approve the placing of a party in administration or liquidation, or a petition is presented or an order made for the administration or liquidation of a party or otherwise become subject to dissolution proceedings;
- (d) a voluntary arrangement or any other arrangement, compromise or composition of a party's debts, or any class of its debts, is proposed or made by or with a party;
- (e) a judgment, order or award made against a party is outstanding and not discharged within 20 days or if any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of a party and not lifted, withdrawn or discharged within 45 days; or
- (f) any circumstances arise or events occur in relation to a party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraph (a) to (e) (inclusive) of this definition.

1.11. "Intellectual Property Rights" or "IPR" means any and all of the following rights in (i) patents, unpatented inventions, designs and trade marks (whether registered or unregistered), copyright, database rights and know how, trade secrets, inventions, discoveries, utility models, goodwill in any trade or service name or get-up; (ii) all other intellectual property or proprietary rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and (iii) applications, reversions, extensions and renewals in relation to any such rights.

1.12. "Laws" means any applicable federal, state,

provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

1.13. **"Party"** means individually, as applicable, Seller or Customer, and **"Parties"** means in each instance, Seller and Customer.

1.14. **"Personnel"** means agents, employees or subcontractors.

1.15. **"Products"** means items such as, but not limited to, hardware and software that are commercially available through Seller's catalog or otherwise.

1.16. **"Purchase Order"** or **"PO"** means a document that is in electronic or written form and that contains an offer by Customer to purchase pursuant to this Agreement at a specified price as the same may be amended or modified from time to time and incorporates the terms of this Agreement.

1.17. **"Purchased Items"** means those certain Products and Services (as defined herein) that are purchased by Customer and provided by Seller hereunder.

1.18. **"Seller IPR"** means the Intellectual Property Rights which are used in delivery of the Service and are (i) proprietary to Seller or any third party (other than Customer) and (ii) are or have been developed independently of this Agreement (whether prior to the Effective Date or otherwise), and in each case, including modifications or enhancements to such Intellectual Property Rights, whether or not such modifications or enhancements are developed as part of the Services.

1.19. **"Services"** means consulting and other services performed by Seller or its subcontractors, but not including Third Party Services.

1.20. **"Statement of Work"** or **"SOW"** meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services as the same may be amended or modified from time to time and that incorporates the terms and conditions of this Agreement.

1.21. **"Taxes"** means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

1.22. **"Third Party Services"** means certain services other than services provided by Seller, including, but not limited to, on-going support and/or maintenance services (each of which if provided may be subject to third party terms and conditions which are available from Seller on request), extended warranty service by manufacturers, that are sold by Seller as a distributor or sales agent.

1.23. **"Third Party Supplier"** means a third party manufacturer and/or licensor of Products.

Section 2. AFFILIATES.

From time to time, subject to credit approval, an Affiliate of either Party may provide or receive Products and/or Services by entering a Purchase Order or Statement of Work with the other Party or one of its Affiliates. In doing so, an Affiliate agrees to be bound by this Agreement and will be considered "Seller" or "Customer" (as the case may be). Any Affiliate that enters a Purchase Order or Statement of Work is liable for its own obligations. Affiliates may not amend, modify, or change the terms of this Agreement, except as applicable to their Purchase Order or Statement of Work.

Section 3. SERVICES.

3.1. Subject to the terms and conditions of this Agreement, Seller may perform certain Services for Customer as described generally in this Agreement and as more particularly described in a Statement of Work, which shall substantially take the form of **Exhibit B**, which is incorporated herein. Each SOW constitutes a separate agreement with respect to the Services performed thereunder. In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual SOW by specific reference to the amended provision. In respect of each Statement of Work, these terms shall apply to the exclusion of any terms or conditions contained or referred to in any PO or other documentation submitted by Customer or in correspondence or implied by trade, custom or course of dealing (whether or not in conflict with or additional to these terms).

3.2. In the event of any termination of a SOW, Customer will pay Seller for all Services performed and expenses incurred incurred by Seller up to and including the date of such termination.

3.3. As between Customer and Seller, all Intellectual Property Rights developed or contained in the Deliverables and Seller IPR shall remain the property of Seller. Customer's rights to Deliverables will be, upon payment in full, a non-transferable, non-exclusive, royalty-free, perpetual license to use such Deliverable solely for Customer's internal use. Customer obtains no ownership or other property rights thereto. Customer agrees that Seller may incorporate Seller IPR or intellectual property created by third parties into the Deliverables and that Customer's right to use such Deliverables may be subject to the rights of, and limited by agreements with, such third parties or Seller. In addition, Customer will have no rights in any Seller IPR other than: (a) to use it as authorized by Seller in writing from time to time solely for purposes of performing any Customer responsibilities under any Statement of Work or (b) to the extent that Seller IPR is incorporated into any Deliverable, to use it as part of the Deliverable for purposes of Customer's internal business purposes only. If any Seller IPR is made available to Customer under subsection (a) above, it will be made available on an "AS IS" basis and without express or implied warranties of any kind. Seller IPR is confidential information of Seller for purposes of Section 9. In no event shall Seller be precluded from developing for itself, or others, anything, whether in tangible or nontangible form, which is competitive with, or similar to, the Deliverables. In addition,

Deleted: and any other non-recoverable costs

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Deleted: shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to attorneys' fees and expenses) which Seller may suffer as a result of the breach by Customer of such agreements.

Seller will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

3.4. Seller shall use reasonable endeavors to deliver the Services by the Delivery Date, but shall not be liable for any cost or damage caused by late or non-delivery. Dates and times for delivery or performance by Seller are estimates only and time shall not be of the essence in respect of these and Seller shall not be liable for any loss, damage, cost or expense caused directly or indirectly by any delays in delivery.

3.5. Customer acknowledges that there are lead times between ordering Services, agreement of and the commencement of performance of Services. The Parties shall co-operate in the ordering and agreement of SOWs to meet each Party's demands and expectations.

3.6. Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; Parties agree that the acceptance period may be negotiated at a SOW level. Absence of an explicit statement of acceptance. Parties agree that Customer will notify Seller in writing within ten (10) business days after performance of the applicable Services. This warranty is void if Work Product is altered by anyone other than Seller or any of its affiliates contractors suppliers, personnel and agents, or any of the Customer's personnel based on the instructions of Seller or any of its affiliates, contractors, suppliers, personnel and agents.

3.7. Seller warrants that the Services and/or Deliverables will, for a period of thirty (30) days from the date of acceptance (or such other date as may be agreed in a SOW), materially conform to, and operate in accordance with the specifications set out in the relevant SOW. Except as otherwise set forth in a SOW, all Services and Deliverables will be deemed accepted if Customer does not reject the Services or Deliverables by providing written notice within five (5) days after delivery specifically identifying the manner in which the Services or Deliverables fail to materially comply with their applicable specifications. Seller will be entitled to rely on all decisions and approvals of Customer in connections with the Services and Deliverables.

3.8. Customer shall promptly notify Seller in writing of any failure by Seller to comply with any of the warranties set out in this Section 3, as soon as practicable after discovery of the failure, failing which Seller shall be entitled to reject the claim. The notice from Customer to Seller shall identify and, where possible, substantiate the breach.

3.9. In the event that Customer requests Seller to provide any Third Party Services and there is a discrepancy between the third party terms and conditions and these terms and conditions, the third party terms and conditions prevail only to the extent of such discrepancy with regard to the particular Services being provided under the third party terms and conditions. Customer agrees to be bound by the third party terms and conditions.

3.10. Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof.

3.11. Customer shall co-operate with Seller in all matters relating to the Services, including by providing timely responses to Seller's inquiries and requests for approvals and authorizations and shall ensure that each person with whom Seller engages in relation to the Services has the authority contractually to bind Customer on matters relating to the Services.

3.12. Customer shall provide, for Seller, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to any information or materials reasonably required by Seller in connection with providing the Services, and access to Customer's premises, office accommodation, data and other facilities as required by Seller.

3.13. Customer shall provide, in a timely manner, such Input Material and other information as Seller may require, and ensure that it is accurate in all material respects. For the avoidance of doubt, Seller shall be under no obligation to test, check or confirm the accuracy of the Input Material prior to performing the Services unless required by a SOW.

3.14. Customer shall be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services.

3.15. Customer shall provide Seller access to Customer's staff (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises.

3.16. Customer shall provide full-time qualified, knowledgeable personnel capable of: (i) performing Customer obligations; (ii) making timely decisions necessary to move the Services forward; and (iii) participating in the project and assisting Seller's performance of the Services. Customer shall perform other reasonable duties and tasks to facilitate Seller's performance of the Services.

3.17. Customer shall inform Seller of all health and safety rules and regulations and any other reasonable security requirements that apply at the premises of Customer specified in the relevant SOW and/or PO where the Products are to be delivered and/or the Services are to be performed.

3.18. Customer shall obtain and maintain all necessary licenses and consents and comply with all relevant Laws in relation to the Services, the right or license for Seller, its Affiliates, and its and their subcontractors to access, use and modify all data and third party products, to use Input Material and to use any equipment, systems, cabling or facilities provided by Customer and used by Seller directly or indirectly in the supply of the Services. Customer shall also obtain and maintain all necessary licenses and consents required under applicable labor Laws, for Seller, its Affiliates and their personnel to work in the Customer's or its Affiliates' premises.

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Commented [CDWG4]: We can agree to delete.

Deleted: and shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct

Commented [CDWG3]: This only applies to certain items where CDW acts as sales agent/distributor. I will further explain via email.

3.19. Customer shall comply with any other obligations set out in the applicable SOW.

3.20. Seller shall indemnify and defend Customer from any third party claim brought against Customer to the extent that any Deliverable, infringes any presently existing United States patent, copyright or trade secret of any third party. Seller will pay any final judgment awarded to the third party against Customer and reasonable attorneys' fees and expenses on behalf of Customer, PROVIDED THAT Customer shall (i) notify Seller promptly in writing of any such claim; (ii) permit Seller to have sole control of the defense, compromise or settlement of such claim, including any appeals; (iii) not make any prejudicial statements or settlement offers without the prior written consent of Seller; (iv) fully co-operate with Seller in the defense or settlement of such claim; and (v) the claim does not arise as a result of any breach by Customer of a term of any applicable license.

3.21. Seller shall have no obligation to indemnify Customer for any intellectual property right infringement claim to the extent that it is based on (i) the use or combination of Deliverables with software, hardware or other materials not owned, developed or recommended by Seller; (ii) the use of the Deliverables in a manner other than that for which it was designed or contemplated as evidenced by Seller's Documentation; (iii) any unauthorized modification of the Deliverables by any party; (iv) any compliance with designs, plans, instructions, directions, or specifications provided by Customer; (v) Customer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) Customer's failure to use corrections or enhancements made available by Seller and such failure would have prevented such infringement. If any Deliverable is, or in Seller's opinion is likely to be, held to be infringing, Seller will at its expense and option either (a) procure the right for Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to Customer the fees paid for such Deliverable less a reasonable amount for Customer's use of the Deliverable up to the time of return. The foregoing remedies constitute Customer's sole and exclusive remedies and Seller's entire liability with respect to infringement.

Section 4. PRODUCTS.

4.1. Subject to the terms of this Agreement, Seller may provide certain Products for Customer as described generally in this Agreement and as more particularly described in a Purchase Order. All pricing for Products will be as established on Seller's quotes, subject to their terms and conditions, and if no quote has been provided, as established on Customer's POs if and to the extent accepted by Seller. Any software that is owned by third party suppliers shall be subject to such terms and conditions as determined by such third party suppliers. Customer shall receive the terms with respect to such third party software directly from the third party supplier.

4.2. Title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the destination specified on the applicable PO (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, in the case where Customer provides its carrier

account number to Seller or Customer selects a carrier that does not ship regularly for Seller, title and risk of loss pass from Seller to Customer upon delivery by Seller to the carrier (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Seller, will remain with the third party. Customer's rights in such software are specified in the license agreement between such third party and Customer.

4.3. All Product orders are subject to Product availability.

4.4. Seller shall use reasonable endeavors to deliver the Products by the Delivery Date, but shall not be liable for any cost or damage caused by late or non-delivery. For the avoidance of doubt, dates and times for the delivery of Products are estimates only, and time shall not be of the essence for the delivery of Products. Subject to Section 4.5, any delay in delivery of Products shall not give Customer the right to reject the Products or treat the SOW as repudiated.

4.5. Customer's return of any Product will be governed by Seller's return policy, as it is specified on Exhibit C (as amended from time to time), which is incorporated herein. Seller reserves the right to deliver Products in instalments, and the terms and conditions of this Agreement shall apply to each such delivery and each delivery of the Products shall be separately invoiced and payable in accordance with Section 6.

4.6. Notwithstanding any other provision of this Agreement, each party shall retain responsibility for its compliance and shall comply with all applicable export control laws and economic sanctions programs relating to its respective business, facilities and provision of services to third parties. In performing their respective obligations under this Agreement neither party will be required to undertake any activity that would violate any applicable Laws or mandatory regulations, including any applicable export control laws and economic sanctions programs.

4.7. Customer acknowledges that Seller is not the manufacturer of the Products and that the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer relies on the manufacturer's specifications only and not on any statements or images that may be provided by Seller or its Affiliates.

4.8. The copyright and all other Intellectual Property Rights of whatever nature in the Products shall be and remain vested in the Third Party Supplier. Customer shall not remove any notices of copyright or other Intellectual Property Rights contained on or in the Products.

Section 5. IMAGE INSTALLATION.

5.1. Customer may from time to time, including in connection with the provision of Products or Services, request that Seller perform an installation of Customer's software or images (including custom software images) ("Customer Images"). Prior to any such installation, Customer shall secure valid licenses for all Customer Images. If at any time, Seller reasonably believes that Customer does not have a valid license, Seller may immediately terminate the installation of Customer Images or request further assurances that Customer has valid licenses.

Commented [CDWG8]: CDW is not a software publisher in its own right and does not own the software published by third parties. Use of software published by third parties will be subject to those respective parties' end user terms.

Commented [CDWG5]: In the highly unlikely event that this comes into play, it would have to be determined on a case-by-case basis, since a Deliverable could refer to any number of things, depending on the procured project/Deliverable.

Commented [CDWG6]: There may be a need, for example, to sign a cloud service order form if there are specific terms related to such services.

Commented [CDWG7]: Explained above.

Commented [CDWG9]: We can agree to delete this language.

Deleted: In connection with the installation of Customer Images, Customer shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) brought by a third party alleging that any such installation violates any license, copyright, confidential information or other proprietary right of such third party....

Section 6. PAYMENT.

6.1. Seller, or any of its Affiliates on behalf of Seller, may issue an invoice to Customer. All invoiced amounts and payments shall be made in United States Dollars. Invoices in respect of Services provided on a fixed fee basis shall be issued in advance of the provision of such Services. Customer will pay invoices containing amounts authorized by the SOW and/or PO within thirty (30) days of the date of the invoice, subject to continuing credit approval by Seller. Any objections to an invoice must be made to Seller point of contact within fifteen (15) days after the invoice date. Seller may invoice Customer separately for partial shipments of Purchased Items. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Customer's right to possession of the Products shall terminate immediately upon the occurrence of: (a) an Insolvency Event; or (b) any failure by Customer to pay an invoice in accordance with this Section 6.

6.2. Unless Customer expressly provides remittance advice, Seller is entitled to allocate payments received to settle (in full or in part) any sums due from Customer under any SOW and/or PO, in any order or manner Seller determines.

6.3. Seller's pricing for the provision of Services and Products are exclusive of applicable Taxes. Customer will pay any applicable sales, use, transaction, excise or similar or other taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees) imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller). Customer must claim any exemption from such Taxes, fees or charges at the time of purchase and provide Seller with any necessary supporting documentation.

6.4.

6.5. In addition to any other means available to place orders, Customer may issue a PO to Seller. POs are not binding on Seller until accepted by Seller, and all Product orders are subject to Product availability. Any issuance of a PO is for administrative purposes only. Any additional or different terms and conditions contained in any PO will be null and void.

6.6. Notwithstanding Section 4.4, if delivery by Seller of any Products has not been made thirty (30) days after the advised estimated date for delivery of the Products, Customer shall be entitled to terminate the SOW and/or PO in respect of those Products and any liability of Seller however arising, as referred to in ~~Error! Reference source not found.~~, shall be limited to a credit of the price due for those Products not delivered. Orders for any Products which are non-cancellable may not be cancelled once accepted by Seller. In no circumstances shall Seller have any further liability to Customer in damages or otherwise for non-delivery or late delivery of any of the Products.

6.7. Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that

the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

6.8. Customer shall make all payments under each SOW and/or PO without withholding or deduction of, or in respect of, any Tax unless required by applicable Law. If any such withholding or deduction is required, Customer shall pay to Seller such additional amount as will ensure that Seller receives the same total amount that it would have received if no such withholding or deduction had been required.

6.9. Credit terms are subject to review from time to time and Seller shall at all times have the right to suspend or vary any credit terms granted. If demanded by Seller, Customer shall pay for the Products on order.

6.10. In the event of a payment default, Seller reserves the right to suspend the applicable Services or delivery of applicable Products.

Section 7. DISCLAIMED WARRANTIES.

7.1. In the case of Third Party Services, the third party will be responsible for providing the Third Party Services to Customer, and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. With respect to Third Party Services, Seller acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, Taxes.

7.2. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

7.3. Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems. Customer further agrees to review and comply with the manufacturer's disclaimers and restrictions regarding the use of the Products in high risk environments.

7.4. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

7.5. Seller makes no warranties to Customer and Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all Laws affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force

Deleted: calculated daily and compounded monthly (19.56% per annum)

Deleted: In the event of a default in the payment of an invoice, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

Deleted: , and Customer shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Products

Deleted: Section 8

within Customer's territory or any part of it ("Local Regulations"). Customer must satisfy itself that Products comply with the Local Regulations in force from time to time.

Section 8. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF THE UNITED STATES DOLLAR (A) AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM OR (B) 100,000.

ALL EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT, ANY STATEMENT OF WORK AND/OR ANY PURCHASE ORDER SHALL ONLY APPLY SO FAR AS PERMITTED BY LAW.

Section 9. CONFIDENTIAL INFORMATION.

9.1. Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement. The Parties acknowledge that the terms of this Section 9 are subject to any applicable open records law(s).

9.2. Confidential Information does not include information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information.

9.3. Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to a Party's personnel (including personnel employed by such Party's Affiliates) and subcontractors with a need to know such Confidential Information in connection with the performance of this Agreement, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement, and (ii) to a Party's business,

legal and financial advisors, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

9.4. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Section 10. TERM AND TERMINATION.

10.1. This Agreement shall be deemed to have come into force on the Effective Date and shall continue in full force and effect for two (2) years unless earlier terminated as provided for herein. The Parties may renew this Agreement for additional one (1) year terms on the same terms and conditions contained herein upon written agreement prior to the expiration of the then-current term.

10.2. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Either Party may terminate this Agreement for cause if the other Party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination. Notwithstanding anything specified herein to the contrary, Seller shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of an Insolvency Event.

10.3. Save where this Agreement has been terminated as a result of non-payment by Customer, and subject to Section 10.4, this Agreement will continue to remain in effect with respect to orders for Purchased Items submitted by Customer prior to the termination of this Agreement. Upon termination or expiry of this Agreement, Seller may terminate upon written notice any SOWs and/or POs that are still in force upon the date of such termination or expiry.

10.4. Any SOW and/or PO shall be effective as of the SOW Effective Date (as set forth in the applicable SOW) and/or the date set forth in such PO and shall, unless terminated as set forth in this Agreement or the applicable SOW and/or PO, continue in effect until the date the relevant Services have been completed or the relevant Deliverable, if any, have been accepted and/or the relevant Products have been delivered for the term set forth in the applicable SOW and/or PO.

Section 11. ESCALATION PROCEDURE.

Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters

Deleted: EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

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pertaining to proprietary information, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either Party may start by delivering a written notice to the other Party describing the Dispute and the amount involved ("Demand"). If the Dispute remains unresolved after three (3) business days after receipt of a Demand, each Party shall identify a designated representative and a senior manager in writing to the other Party, and the designated representatives from each Party will meet at a mutually agreed upon time and place and use commercially reasonable efforts to try to resolve the Dispute. The Parties shall conduct such negotiation on a confidential basis. If the Dispute remains unresolved for three (3) business days after such meeting, either Party may escalate the Dispute by sending notice to the other Party's senior manager. If the senior managers from both Parties cannot resolve the Dispute within three (3) business days after receipt of such written notice, either Party may pursue any other available remedies. The Parties shall use commercially reasonable efforts to attempt to settle any claim or controversy between themselves (acting in good faith) within one (1) calendar month of notice of the claim or controversy being given. The Parties shall conduct such negotiation on a confidential basis.

Section 12. NOTICES.

Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3rd) day after postage prepaid mailing by regular mail or airmail to the address stated below, or the first (1st) day after such notice is sent by courier. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Seller Notice Address:	With a courtesy copy to:
CDW Government LLC	CDW Government LLC
Attn: General Counsel	Attn: VP, Contracting
230 N. Milwaukee Avenue	Operations
Vernon Hills, IL 60061	2 Corporate Drive, Suite 800
	Shelton, CT 06484

Customer Notice Address:
Wadsworth City School District Board of Education
Attn: Andrew Hill
524 Broad Street
Wadsworth, OH 44281

Section 13. MISCELLANEOUS.

13.1. This Agreement contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof. Each Party acknowledges that it has not relied on any statements, warranties or representations given or made by any other party under or in relation to this Agreement, save those expressly set out in this Agreement. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under this Agreement.

13.2. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of this Agreement or invoice related thereto.

13.3. Any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form.

13.4. Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.

13.5. Unless otherwise stated, a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement. Section headings are for ease of reference only and do not affect the construction of this Agreement.

13.6. No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce such rights thereafter.

13.7. Seller may assign or subcontract all or any portion of its rights or obligations under this Agreement to any of its Affiliates or assign the right to receive payments to any of its Affiliates, without Customer's consent. Seller shall be responsible for the performance of any of its Affiliates subcontractors or assignees under this Agreement. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.

13.8. Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance, shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party.

13.9. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof.

13.10. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN MEDINA COUNTY, OHIO, AND BOTH PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Customer and Seller are solely obligated to address and resolve all disputes associated with this Agreement, including any damages or injuries to the Customer's Affiliates, and all claims related to this Agreement will be brought by Customer in Medina County, Ohio as provided in this Agreement.

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Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action is known. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

13.11. The rights and obligations provided by Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 and those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

13.12. This Agreement may be signed in separate counterparts, each of which shall be deemed an original, and all of which together will be deemed to be one original.

13.13. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, agency, partnership or joint venture. Accordingly, except as expressly authorized herein, no Party shall have any authority to act or make representations on behalf of the other Party, and nothing herein shall impose liability on a Party in respect of any liability incurred by another Party to a third party.

13.14. Seller shall use reasonable endeavors to provide such cooperation as may be reasonably required by any third party contractors of products and/or services to Customer so as to ensure that all Products and/or Services can be provided to Customer in a coordinated, effective and timely manner. Seller shall be entitled to charge Customer its reasonable pre-approved (such approval not to be unreasonably withheld or delayed) costs of complying with this Section 13.13.

13.15. Seller shall not be liable for any loss or damage suffered or incurred by Customer arising from Seller's delay or failure to fulfil or otherwise discharge any of its obligations under this Agreement or any SOW and/or PO where such delay or failure is caused by any non-performance of its obligations by Customer, industrial dispute, sudden or substantial depletion of Seller's staff, or any Force Majeure Event.

13.16. Seller and Customer each agree and undertake to

the other that in connection with this Agreement and the provision of Deliverables and/or Services contemplated by this Agreement, they will each respectively comply with the applicable Anti-Corruption Laws. In the event that either Party has any basis for a good faith belief that the other Party may not be in compliance with the undertakings and/or requirements set out in this Section 13.15, such Party shall advise the other Party in writing of its good faith belief and the other Party shall cooperate fully with any and all reasonable enquiries undertaken by or on behalf of such Party.

13.17. Each Party warrants and agrees that it will comply with all Laws applicable to such Party in its performance of its obligations under this Agreement.

13.18. The Parties may change the scope of Services or Deliverables and other matters specified in the SOW only by a written amendment executed by an authorized representative of each party (a "Change Order"). If Seller performs any Services or work at the request of Customer under this Agreement that is not specified in a SOW then, (a) the work will be considered Services provided under this Agreement, and ~~the Parties will negotiate in good faith payment for such Services~~, and (b) the Parties will promptly negotiate and enter into a SOW or Change Order to an existing SOW to reflect the new or changed Services.

13.19. Nothing in this Agreement is intended or will be construed to confer upon any person (other than the Parties hereto and any indemnified party set forth in this Agreement) any rights, benefits or remedies of any kind or character whatsoever. Except as expressly stated in this Agreement, the Parties do not intend that any term of this Agreement shall be enforceable by any third party.

Section 14. PERSONAL DATA

The provisions of the Data Processing Addendum attached hereto as Exhibit D shall apply to the extent that Seller will process any Personal Data (as defined therein) on behalf of Customer in performance of Services hereunder.

~~Deleted:~~ has arisen

~~Deleted:~~ Customer will

~~Deleted:~~ Seller

~~Deleted:~~ in accordance with Section 6 at Seller's then current time and materials rates

[Signatures follow.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: CDW Government LLC

CUSTOMER: WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Address of Principal Place of Business:

524 BROAD ST, TREASURER'S OFFICE
WADSWORTH, OH 44281-2306

Phone Number: _____

Email: _____

FEIN Number: _____

D&B D-U-N-S Number: _____

Customer Account Number: _____

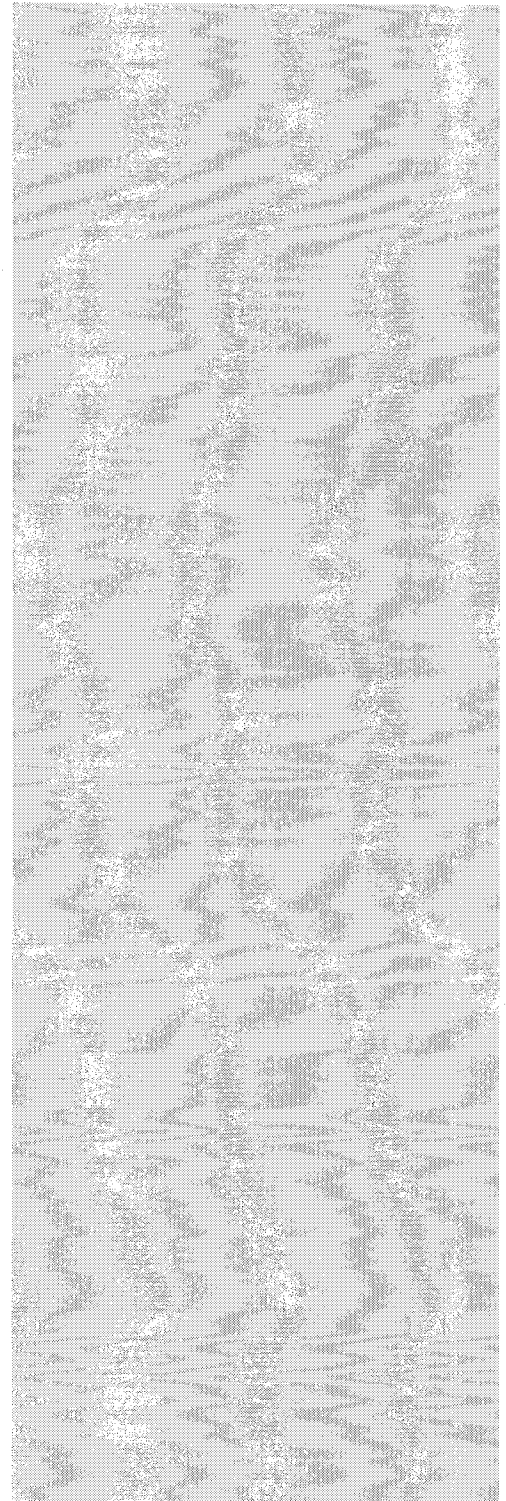


Exhibit A

Dated the, 2023 to the
Master Services and Product Sales Agreement
Between CDW Government LLC ("Seller")
and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Customer").

Deleted: 24th day of August

Customer Affiliates

Purchase Orders may be issued and Statements of Work executed pursuant to the Agreement by the following Customer-designated parties:

Affiliate Name: _____
Address: _____
FEIN Number: _____
DUNS Number: _____
Account Number: _____

Affiliate Name: _____
Address: _____
FEIN Number: _____
DUNS Number: _____
Account Number: _____

Affiliate Name: _____
Address: _____
FEIN Number: _____
DUNS Number: _____
Account Number: _____

Exhibit B

**Dated the 2023, to the
Master Services and Product Sales Agreement
Between CDW Government LLC,
and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION**

Deleted: 24th day of August,

SAMPLE Statement of Work

The following is the SAMPLE SOW, as it may be updated from time to time by Seller, to be taken by all Statements of Work executed under this Agreement:

STATEMENT OF WORK

This statement of work ("SOW") is made and entered into on August 24, 2023 (the "SOW Effective Date") by and between the undersigned, CDW GOVERNMENT LLC ("Seller") and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Customer").

PROJECT DESCRIPTION

Description of Services

Item(s) Provided by Seller

The following will be provided to Customer by the completion of this project:

Item	Description	Format

Project Scheduling

Professional Services Fees

Customer-Designated Locations

Seller will provide Services benefiting the following locations ("Customer-Designated Sites):

Location Name	Physical Address	Type(s) of Service(s)

Project Specific Terms

Contact Person(s)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

Expiration and Termination

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller. Either Party may terminate this SOW for cause if the other Party fails to cure a material default in the time period specified in the Agreement (defined herein). This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

Change Orders

A Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

Miscellaneous and Signatures

This SOW shall be governed by the Master Services and Product Sales Agreement between CDW Government LLC and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION dated (the "Agreement"). All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the Parties below have read and understood this SOW and agree to be bound by it, each Party has caused this SOW to be signed and transferred by its respective authorized representative.

SELLER: CDW Government LLC

**CUSTOMER: WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Address of Principal Place of Business:

524 BROAD ST, TREASURER'S OFFICE
WADSWORTH, OH 44281-2306

Phone Number: _____
Email: _____
FEIN Number: _____
D&B D-U-N-S Number: _____
Customer Account Number: _____

☐ A purchase order for payment under this SOW is attached.
☐ A purchase order is not required for payment under this SOW.

Services Manager _____

Deleted: August 24, 2023



Exhibit C

**Dated the, 2023, to the
Master Services and Product Sales Agreement
Between CDW Government LLC,
and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION**

Deleted: 24th day of August

Seller's Return Policy

To obtain Seller's current return policy, Customer should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. Customer must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

Exhibit D

**Dated the, 2023, to the
Master Services and Product Sales Agreement
Between CDW Government LLC,
and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION**

Deleted: 24th day of August

Data Processing Addendum

This Data Processing Addendum ("DPA") is hereby incorporated into and governed by the terms of the Master Services and Products Sales Agreement (the "Agreement") between Seller and Customer and applies to the extent that Seller processes Personal Data (as defined herein) on behalf of Customer in the performance of Services thereunder. The purpose of this DPA is to set out the rights and obligations of the Parties in respect of the Personal Data processed by Seller in its capacity as a processor or service provider under the Agreement. If there is any inconsistency or conflict between the terms of the Agreement and this DPA as it relates to the processing of Personal Data on behalf of Customer by Seller, this DPA shall prevail.

1. Definitions:

- a. "controller," "business," "processor," "service provider," "data subject," "consumer," "process," "sale," "sell," "business purpose," and "supervisory authority" (or any equivalent terms) have the meaning set out under Data Protection Laws.
- b. "California Consumer Privacy Act" or "CCPA" means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100-1798.199), as amended by the California Privacy Rights Act of 2020, (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 et seq.), and its implementing regulations, each as amended or superseded from time to time.
- c. "European Data Protection Laws" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, as amended or superseded from time to time ("EU GDPR"); the EU GDPR as it forms part of the law of the United Kingdom by virtue of section 3 of the UK European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018 (together, "UK Data Protection Laws"); and the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance ("Swiss DPA").
- d. "Data Protection Laws" means applicable laws governing the privacy and security of Personal Data, including, where applicable, and without limitation, European Data Protection Laws and/or CCPA.
- e. "Permitted Purpose" means processing of Personal Data (i) as necessary for the provision of the Services as set forth in greater detail in Schedule 1; (ii) as otherwise permitted by Data Protection Laws in connection with the Services; and (iii) to comply with legal obligations which do not conflict with Data Protection Laws.
- f. "Personal Data" means any information that identifies relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services performed for Customer, including without limitation any information that qualifies as "personal information" or "personal data" under the Data Protection Laws applicable to Seller.
- g. "Restricted Transfer" means (i) where EU GDPR or the Swiss DPA applies, a transfer of Personal Data from the European Economic Area ("EEA") including Switzerland to a country outside of the EEA, which is not the subject of an adequacy determination by the European Commission; and (ii) where UK GDPR applies, a transfer of Personal Data from the United Kingdom to any country which is not subject to adequacy regulations pursuant to Section 17A of the UK Data Protection Act.
- h. "Security Breach" means a breach of security leading to unauthorized disclosure of or access to Personal Data in Seller's possession, custody or control.
- i. "Sensitive Data" means (a) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card); (c) employment, financial, credit, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, information about sexual life or sexual orientation, or criminal record; (e) account passwords; or (f) other information that falls within the definition of "special categories of data," "sensitive data" or "nonpublic personal information" under applicable Data Protection Laws or personal information as defined in applicable data breach notification laws.
- j. "Standard Contractual Clauses" means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementation Decision 2021/914 of 4 June 2021 on standard contractual clauses for the

transfer of Personal Data to third countries pursuant to the EU GDPR ("EU SCCs"); and (ii) where the UK Data Protection Laws apply, the UK Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 (the "UK Addendum").

2. Scope of DPA

- a. This DPA applies to the extent that Seller will process Personal Data on behalf of Customer in the provision of Services under the Agreement. For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider," "processor" or "licensee" of Customer when required by applicable Data Protection Laws and that Customer be a "business," "controller" or "licensor" when required by applicable Data Protection Laws.
- b. Notwithstanding the foregoing, the Parties acknowledge and agree that Seller will not be required to process any Sensitive Data on behalf of Customer unless explicitly stated in a SOW, in which case the Customer will identify the categories and types of Sensitive Data which will be the subject of the processing in the applicable SOW. Unless the Parties agree that Seller will process Sensitive Data on behalf of Customer in a SOW, Customer will restrict Seller's access to any Sensitive Data under its possession or control.
- c. If any Data Protection Law imposes additional or overriding obligations to those set forth in this DPA with respect to processing of Personal Data or requires Customer and Seller to enter into any additional agreements, including data export instruments, or to implement any additional security or organizational security measures to process Personal Data under the DPA, Customer shall ensure that it complies with the applicable Data Protection Law(s) in advance of disclosing any Personal Data subject to such Data Protection Laws and the Parties agree to negotiate such additional obligations, agreements, or security measures in good faith.

3. Customer's Obligations.

- a. The Parties agree that Customer is responsible for obtaining any consents required by applicable Data Protection Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data processed by Seller in accordance with these terms has been obtained and provided to Seller in accordance with all applicable laws and ensured that there are lawful grounds for processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.
- b. Customer is fully responsible for its compliance with the Data Protection Laws. If additional cooperation from Seller is required to ensure such compliance, the Parties will negotiate in good faith to address the terms of such cooperation, including reimbursement of Seller costs for such additional services or support with respect thereto.

4. Seller's Obligations.

- a. Seller shall only process Personal Data for the Permitted Purpose and in accordance with Customer's instructions. Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from Customer's instructions. Where Data Protection Laws requires Seller to process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before processing, unless the Data Protection Laws prohibits such disclosure. Where required by Data Protection Laws, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Data Protection Laws.
- b. Schedule 1 Section B hereto sets forth the subject matter, duration, nature and purpose of processing and the categories of Personal Data and data subject types relevant to the processing to fulfil the Permitted Purpose. If and to the extent that the Parties agree pursuant to Section 2(b) hereof that Seller will process Sensitive Data on behalf of Customer, the Parties will identify the additional categories of Personal Data and types of data subjects which will be the subject of the processing in the applicable SOW and any additional restrictions or security measures that need to be applied to the Sensitive Data, if any.

5. Cooperation.

- a. Upon request, Seller shall provide reasonable cooperation and any necessary assistance to Customer in (i) responding to any legally required inquiries, complaints, or other communication regarding its processing of Personal Data, (ii) any request from a data subject or consumer to exercise its rights under Data Protection Law (including access, correction, deletion, portability, as applicable) including by assisting with appropriate technical and organizational measures, and (iii) Customer's obligations under applicable Data Protection Laws including assisting with data impact assessments where applicable, in each case in so far as possible and taking into account the nature of Seller's processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the

Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for ~~pre-approved~~ out-of-pocket expenses in connection with such cooperation. Such expenses will be invoiced to Customer in accordance with the Agreement.

Commented [CDWG15]: See edit

- b. Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor from a third-party regarding its processing of Personal Data.
6. **Security Breach.** Seller shall promptly notify Customer in the event Seller discovers or is notified of a Security Breach. Seller shall reasonably cooperate in the investigation of the Security Breach. If and to the extent that the Security Breach is proximately caused by Seller's failure to comply with this DPA Seller will reimburse Customer for its documented and reasonable out-of-pocket costs of providing legally required notifications to those individuals whose Personal Data was the subject of the Security Breach, and/or the media or regulatory authorities, as applicable.
7. **Restricted Transfers.** If and to the extent that performance of any Services requires the transfer of Personal Data from Customer to Seller which is a Restricted Transfer the Parties agree that the applicable terms attached as Schedule 3 to this DPA shall govern such Restricted Transfer. Seller will not participate in (nor permit any sub-processor to participate in) any other Restricted Transfer unless made in compliance with European Data Protection Laws. Any other transfer of Personal Data by either Party outside of the country in which the Services are being provided and which is not a Restricted Transfer shall be in compliance with Data Protection Laws.
8. **Security.**
 - a. Seller shall implement and maintain an information security program that establishes reasonable and appropriate technical, organizational, and physical safeguards designed to protect Personal Data in its control or possession, taking into account the nature of Seller's processing. A description of Seller's information security program is attached as Schedule 2 to this DPA. To the extent required by applicable Data Protection Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.
 - b. The technical, organization and physical measures listed in Schedule 2 are subject to technological process and advancement. As such, Seller may implement alternative, adequate measures, which meet or exceed the security level of the measures described in Schedule 2 and will notify Customer only if Seller's implementation of alternative security measures results in a material diminution of the security of Seller's overall information security program.
 - c. Upon Customer's written request on an annual basis, Seller shall provide customer-facing documentation on the current state of Seller's information security program and/or third-party certification or security assessment documentation.
9. **Sub-processors.** The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this DPA. Seller also agrees that any Personnel or subcontractors who have access to Personal Data are bound to process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.
10. **Return or Destruction.** Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the direction of Customer, either return or delete Personal Data hosted or stored on its systems in the provision of Services unless required by law, rule or regulation, or requested by any judicial, administrative, governmental or regulatory authority to retain the Personal Data or if return or destruction would otherwise involve disproportionate efforts under the circumstances. After Personal Data has been deleted from Seller's active systems, it may continue to exist in backups and logs for a period of time until these are overwritten in the normal course of business and in accordance with Seller's data retention and destruction policies.
11. **CCPA Provisions**
 - a. Seller agrees that it will not: (1) sell or share Personal Data as those terms are defined by Data Protection Laws; (2) combine Personal Data received from or on behalf of Customer with Personal Data received from other sources or the data subject unless otherwise permitted to do so under Data Protection Laws; or (3) process Personal Data for any purposes outside the direct business relationship with Customer or as permitted by Data Protection Laws, in each case unless otherwise instructed by Customer to do so. Seller certifies that it understands the foregoing restrictions and will comply with them.
 - b. Seller further agrees to: (1) provide at least the same level of privacy protection with respect to the Personal Data as is required by applicable Data Protection Laws; (2) cooperate with reasonable and appropriate assessments or reviews that are legally required, and are necessary to enable Customer to confirm that Seller is processing Personal Data in a manner consistent with Customer's obligations under Data Protection Laws; (3) notify Customer in writing if it can no longer comply with Data Protection Laws with respect to its processing of Personal Data; and (4) permit Customer to cease the transfer of Personal Data to Seller or limit any access by Seller to Personal Data in order to mitigate and

remediate any unauthorized use of Personal Data or otherwise take any reasonable steps to stop any unauthorized use of Personal Data, all upon reasonable notice to Seller.

- c. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("**Aggregated Data**"), provided that (1) Aggregated Data shall not include any Personal Data; (2) Seller adopt reasonable measures to prevent such Aggregated Data from being used to infer information about, or otherwise being linked to, a particular natural person or household; (3) publicly commits to maintain and use such Aggregated Data in a deidentified form and to not attempt to re-identify the Aggregated Data, except that Seller may attempt to re-identify the data solely for the purpose of determining whether its deidentification processes are compliant with Data Protection Laws.

Schedule 1
Data Processing Description

A. List of Parties

Data Exporter(s):

Name:	Customer or Customer Affiliate identified in applicable SOW
Address:	As set forth in the in the applicable SOW or otherwise provided to Seller
Contract person's name, position, and contact details	As set forth in the applicable SOW or otherwise provided to Seller
Activities relevant to the data transferred under these Clauses:	See Section B
Role (controller/processor):	Controller

Data importer(s):

Name:	CDW Government LLC
Address:	230 N. Milwaukee Avenue Vernon Hills, IL 60061
Contract person's name, position, and contact details	Clay Ullrick Director – Senior Counsel, Global Ethics & Compliance personaldatainquiry@cdw.com
Activities relevant to the data transferred under these Clauses:	See Section B
Role (controller/processor):	Processor

B. Description of Processing/Transfer

Subject Matter, Nature and Purpose of Processing	Processing as reasonably necessary and proportionate to perform the Services on behalf of Customer pursuant to the Agreement for business purposes and in accordance with the DPA. The foregoing includes project based professional and managed Services (including, but not limited to, configuration, implementation, assessment, staff augmentation, unified communications, hosted and network services) maintaining or servicing accounts, providing storage and other types of processing of Personal Data as necessary to provide the Services.
Categories of Data Subjects	Customers' employees and customers.
Types of Personal Data	Name, address (physical), email, phone number, IP address, system access/usage/authorization data Other non-Sensitive Data No processing of Sensitive Data or any special categories is intended; if and to the extent that processing of the foregoing are necessary under a specific Statement of Work, then the parties will update the applicable SOW. Customer is solely responsible for determining and notifying Seller of such processing and additional restrictions and/or security measures (if any) that are needed to be applied to the Sensitive Data transferred by Customer.
Duration	Continuous over the term of the Agreement plus the limited time following its termination in accordance with Section 10.

Schedule 2

Data Security Statement

Where applicable to the Services provided and for its own infrastructure, Seller implements reasonable and appropriate technical, organizational and physical safeguards designed to protect against unauthorized processing (such as unauthorized access, collection, use, copying, modification, disposal or disclosure, unauthorized, unlawful, or accidental loss, destruction, acquisition, or damage) Customer Personal Data in Seller custody or control.

1. **Standards.** Seller aligns applicable portions of its operations with various data security standards, such as the data security requirements of: (i) Sarbanes-Oxley Act; (ii) the Health Insurance Portability and Accountability Act; (iii) the Payment Card Industry's Data Security Standard; (iv) the General Data Protection Regulation; (v) the Personal Data Protection and Electronic Documents Act; (vi) the ISO/IEC 27001 Information Security Standard; and (vii) the Statement on Standards for Attestation Engagements No. 18.
2. **Security Policies.** Seller will implement, maintain, and monitor, at all times, a comprehensive, written information security program, aligned to industry standards and that contains appropriate administrative, technical, and physical safeguards designed to protect the security, confidentiality, or integrity of Personal Data in Seller custody or control ("Information Security Program") that meets or exceeds the requirements of these Standards and applicable law. Such Information Security Program summary information shall be available for the Customer's review, on the Customer's request. Seller reviews and, as necessary, revises its Information Security Program at least annually and will notify customers if changes to the program negatively impact the level of security provided.
3. **Access Controls.** Seller will maintain appropriate access controls designed to restrict physical and logical access to Personal Data in Seller custody or control to only those necessary for the provision of Services. The controls include, but are not limited to:
 - monitoring and logging physical and logical access to Seller systems that contain Personal Data;
 - reviewing successful and failed access attempts for systems that contain Personal Data to identify potentially malicious activity;
 - ensuring personnel accessing systems that store Personal Data use unique individual access credentials that meet industry standards for password strength; and
 - maintaining a formal program for the periodic review of access and removal of access to for those personnel that no longer require access.
4. **Secure Infrastructure.** Seller maintains a secure infrastructure topology that meets industry standards for:
 - segmentation, ensuring Personal Data is logically separated from Seller data and that of other Seller customers;
 - firewall and network architecture, including considerations for internal and external communications;
 - intrusion detection and prevention;
 - encryption for data at rest and in motion;
 - device hardening and standard configuration, including the removal of system defaults and unused ports and services;
 - malware detection and prevention designed to protect Seller systems, including those that store Personal Data or connect to customer environments; and
 - Security Event and Incident Monitoring, including alerting, response, remediation, and log protection and retention procedures.
5. **Threat Monitoring.** Seller implements industry standard controls to detect or prevent unauthorized devices from connecting to the network that provides Services. Additionally, Seller implements controls for:
 - vulnerability awareness, including industry awareness and regular vulnerability scans and penetration testing;
 - vulnerability management, including patch management; and
 - security incident response plans for the identification, escalation, mitigation, and resolution of suspected security incidents.
6. **Training.** Seller requires its employees to attend and complete periodic information security education and awareness training.

Schedule 3

Applicable Standard Contractual Clauses and Supplemental Terms

1. Incorporation of EU Standard Contractual Clauses

The parties agree that the EU SCCs are hereby incorporated by reference into this DPA in accordance with the terms below.

Module 2: Controller to processor module applies when Customer is the EEA-based data exporter and Controller and Seller is the data importer and Processor.

2. EU Standard Contractual Clause Optional Provisions

Where the EU SCCs identify optional provisions (or provisions with multiple options) the following shall apply in the following manner:

- a. Clause 7 (Docking Clause) shall apply;
- b. In Clause 9(a) (Use of sub-processors) – Option 2 shall apply.
- c. In Clause 11(a) (Redress) – the optional provision shall NOT apply;
- d. For purposes of Clause 13, the Dutch Data Protection Authority shall be deemed the competent supervisory authority;
- e. In Clause 17 (Governing Law) – the laws of the Netherlands shall govern; and
- f. In Clause 18 (Choice of forum and jurisdiction) - the courts of the Netherlands shall have jurisdiction.
- g. Annex I to the SCCs shall be completed with the details set forth in Schedule 1 to the DPA.
- h. Annex II to the SCCs shall be completed with the details set forth in Schedule 2 to the DPA (Data Security Statement).

3. Supplementary Terms to Standard Contractual Clauses

- a. Documentation and compliance. For the purposes of Clause 8.9(b) the review and audit provisions in the DPA shall apply.
- b. Notification and Transparency.
 - i. The Parties acknowledge and agree that Seller, where required by the EU SCCs to notify the competent supervisory authority, shall first provide Customer with the details of the notification, permitting Customer to have prior written input into the relevant notification where Customer so desires to do, and without delaying the timing of the notification unduly.
 - ii. For purposes of Clause 8.3 – Module 2 and Clause 15.1(a), the parties agree and acknowledge that it may not be possible for Seller to make the appropriate communications to data subjects and accordingly, Customer shall (following notification by the data importer) have the option to be the party who makes any communication to the data subject, and Seller shall provide the level of assistance set forth in the DPA.
- c. Liability. For the purposes of Clause 12(a), the liability of the Parties shall be limited in accordance with the limitation of liability provisions in the Agreement.
- d. Signatories. Notwithstanding the fact that the SCCs are incorporated herein by reference without being signed directly, Seller and Customer each agrees that their execution of the Agreement is deemed to constitute its execution of the SCCs as of the date thereof, and that it is duly authorized to do so on behalf of, and to contractually bind, the Data Exporter or Data Importer (as applicable) accordingly.

4. Swiss Law Provisions

With respect to Personal Data transferred from Switzerland governed by Swiss law:

- a. references to the EU, member states and GDPR in the SCCs are amended mutatis mutandis to refer to Switzerland, the Swiss DPA (as it may be updated or replaced from time to time), and the Swiss Federal Data Protection and Information Commissioner; and
- b. In Clause 17 (Governing Law) the laws of Switzerland shall govern, and in Clause 18 (Choice of forum and jurisdiction) the courts of Switzerland shall have jurisdiction.

5. UK Addendum

With respect to Personal Data transferred from the United Kingdom governed by UK Data Protection Laws:

- a. The information required by Tables 1 – 3 of the template International Data Transfer Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it may be revised from time to time (the “Template UK Addendum”) is provided in the Agreement, DPA, and SOW(s).

- b. References to the EU, member states and GDPR in the Standard Contractual Clauses are amended mutatis mutandis to refer to the United Kingdom, the UK Data Protection Act 2018 (as it may be updated or replaced from time to time), and the UK Information Commissioner's Office (the "ICO"); and
- c. In Clause 17 (Governing Law), the laws of England and Wales shall govern, and in Clause 18 (Choice of forum and jurisdiction), the courts in London, England shall have jurisdiction. A data subject may also bring legal proceedings against the data exporter and/or data importer before appropriate courts in England and Wales.
- d. If there is any inconsistency or conflict between UK Data Protection Laws (including the Template UK Addendum) and the SCCs including this UK Addendum, UK Data Protection Laws including the Template UK Addendum will govern data transfers from the United Kingdom. To the extent required by UK Data Protection Laws the Template UK Addendum is incorporated herein.
- e. If the meaning of any provision of the SCCs including this section is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
- f. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.
- g. Although Clause 5 of the SCCs says that the SCCs prevail over all related agreements between the parties, the parties agree that this UK Addendum will supersede other provisions of the SCCs regarding data transfers from the United Kingdom.

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)
 30 First Student Day (Kind. & PS)

T-9 *S-6

*PreK & Kind. Students Days - 2

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)
 11 Delayed Start (Gr. 7 - 8)
 12 No School (Record Day)
 15 No School (M.L. King, Jr. Day)

T-19 S-18

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						

- 3 Teacher Workday

T-1 S-0

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)
 7 Delayed Start (Gr. 7 - 12)
 22 No School (Prof. Dev. In-Service)
 27 No School (PreK - Gr. 6 only)
 Conferences 11:30 a.m.-7:00 p.m.

T-20 *S-19

*PreK - Gr. 6 Student Days - 18

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		

- 1 PreK - Gr. 6 Conferences
 (4:30-8:00 p.m.)
 Delayed Start (Gr. 7 - 12)
 19 No School (President's Day)

T-20 S-20

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 PreK - Gr. 6 Conferences
 (4:30-8:00 p.m.)
 12 Delayed Start (Gr. 7 - 12)
 13 No School (Teacher Comp Day,
 NEOEA Day)

T-22 S-21

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						

- 7 No School (Gr. 9, 10, & 12)
 Delayed Start (Gr. 7 - 8)
 29 No School (Good Friday)

T-20 *S-20

*Gr. 9, 10, & 12 Students - 19

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 (PreK - Gr. 6 only)
 Conferences 8:10 a.m. - 3:40 p.m.
 Delayed Start (Gr. 7 - 12)
 3 No School (Prof. Dev. In-Service)
 9 WMS Conference Night
 23-27 No School (Thanksgiving Break)

T-19 *S-18

*PreK - Gr. 6 Student Days - 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				

- 1-5 No School (Spring Break)
 11 Delayed Start (Gr. 7 - 12)
 18 No School (Gr. PS - 2 & 5)
 Delayed Start (WHS students not
 taking Eng./Lang. Arts state test)
 19 No School (Gr. PS - 2 & 6)
 Delayed Start (WHS students not
 taking Eng./Lang. Arts state test)
 22 No School (Gr. 5)
 23 No School (Gr. 6)
 Delayed Start (WHS students not
 taking Biology state test)
 24 Delayed Start (WHS students not
 taking Amer. History state test)
 25 Delayed Start (WHS students not
 taking Govt. state test)
 26 No School (WHS students not
 taking Algebra or Geometry state
 tests)
 29 No School (Gr. 6) T-17 *S-17

*Gr. K-2 & Gr. 5 Students - 15 days
 Gr. 6 Students - 14 days

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						

- 7 Delayed Start (Gr. 7 - 12)
 22-29 No School (Winter Break)

T-15 S-15

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	

- 2 Delayed Start (Gr. 7 - 12)
 26 Commencement
 27 No School (Memorial Day)
 31 Last Student Day

T-22 S-22

Gr. K - 4 Trimesters

08/24/23 - 11/22/23 (59 days)
 11/28/23 - 03/01/24 (57 days)
 03/04/24 - 05/31/24 (58 days)

Total Student Days

PS: 170
 Kind.: 168
 Gr. 1, 2, 5: 172
 Gr. 3 & 4: 174

Gr. 5 - 12 Quarters

08/24/23 - 10/27/23 (Gr. 7-12 44 days; Gr. 5-6 43 days)
 10/30/23 - 01/11/24 (Gr. 7-12 41 days; Gr. 5-6 40 days)
 01/16/24 - 03/22/24 (48 days)
 03/25/24 - 05/31/24 (43 days)

Note: If the school 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.

**Board of Education
2022-23 Goals**

- Promote and cultivate an atmosphere of mutual respect and acceptance of all.
- Continue to create a climate of support for our District Staff:
 - Continue to highlight and celebrate our school buildings throughout the school year:
 - Participate in Board tours of all school buildings and facilities in the spring of 2023.
 - Board members will visit school buildings and take part in special programs throughout the year.
 - Board will discuss and implement ways to show appreciation and support to teachers and staff at each school building throughout the school year.
 - Board members will continue to highlight school-buildings happenings during Board member items at school board meetings.
 - The Board will distribute the climate culture survey to all staff.
- Continue to be part of the Mental Health Committee to support, educate and maintain a strong focus on the overall social emotional and mental health of our district.
- Build on the Board of Education's financial IQ including but not limited to:
 - Understanding the relationship between district budgets and goals.
 - Increase our awareness and continually monitor the budget vs. actual costs of the new intermediate school.
 - Increase our understanding of how ESSER funds impact the districts FY 2023 budget and the impact on the five-year forecast in future years when ESSER funds expire.
- Continue to work with and advocate for our positions, policies and issues that affect our District with County, State and Federal officials.
- The Board will continue to seek opportunities for professional development.