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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

ORGANIZATIONAL MEETING
THURSDAY, JANUARY 8, 2026 (7:00 P.M.)
JAMES R. MCILVAINE PERFORMING ARTS CENTER AT WADSWORTH HIGH SCHOOL
625 BROAD STREET

AGENDA

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Oath of Office to Julie Batey, Tom Fisher, and Amanda Gordon**

IV. **Roll Call**

V. **Election of President**

VI. **Election of Vice President**

VII. **Oath of Office to President and Vice President**

VIII. **Set Dates and Times for 2026 Regular Meetings**

IX. **Establish Service Fund for 2026 - $6,000**

X. **Appoint Treasurer or His Designee as the Board of Education's Public Records Designee and Authorize Training by the Attorney General's Office**

XI. **Appoint a Legislative Liaison to the Ohio School Boards Association**

XII. **Authorize Treasurer to Request Advance Payment of All Taxes Collected**

XIII. **Upon the recommendation of the Treasurer, the Board of Education authorizes the Treasurer to authorize payment of reasonable expenses when a tax exemption certificate cannot be used or its use is impractical under the circumstances**

XIV. **Motion for Approval and Signing of Minutes**

XV. **Motion to Adjourn the Organizational Meeting**

Upon request to the Superintendent, the District shall make reasonable accommodation for a person with a disability to be able to participate in this activity.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting Date: December 18, 2025

The Wadsworth City Board of Education met in Special Session on Thursday, December 18, 2025, at **4:00** P.M. at Wadsworth High School Media Center, 625 Broad Street.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present	Batey, Gordon, Stevens, Beck, McComas
Absent	
Administrators	**3**
Staff	**0**
Visitors	**2**

25-12-172 **APPROVAL OF BOARD MINUTES**

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

Regular Meeting December 8, 2025

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

ADMINISTRATIVE ITEMS

25-12-173 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Beck**, to adopt the Personnel Consent Items from the December 18, 2025, Special Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employment

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education and Workforce, with a license effective date of July 1, 2025, if he/she do not already have the said license and successfully meet all other pre-employment requirements of the Board.)

a) Non-Teaching Employees

Karen Alkyer
Amy Sullivan

b) Classified Substitutes

James Chafield
Wendy Laney (eff. 12/14/25)

c) Supplemental Contracts

Pete Alexander Year 1 Resident Educator Mentor (eff. 08/18/25)
Aliza Gill PDC Member (prorated for 94 days)

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

B. **ACTION ITEMS**

25-12-174 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Beck**, to adopt Action Item 1 from the December 18, 2025, Special Meeting, as presented:

1. Recommendation to approve the Expedited Development Agreement Urgent Necessity Resolution for a replacement chiller at Franklin Elementary School. **(ATTACHED)**

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

25-12-175 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Batey**, to adopt Action Item 2 from the December 18, 2025, Special Meeting, as presented:

2. Recommendation to approve the fiscal precaution plan and to authorize submission of the said plan to the Ohio Department of Education & Workforce, per Ohio Revised Code 5705.39. **(ATTACHED)**

DISCUSSION:

TIM BECK: Stated we need to be proactive, but not yet panic. We also need to continue assessing and responding to how we arrived at this point.

The fact is, state funding has been stagnant over time, and the **Fair School Funding Act** is no longer fair:

- The State funding formula is still using 2022 cost levels, despite rising costs since then.

- Inflation has also affected supplies, services, and operations.

Thinks it is right and necessary for our BOE, our Administration, and our community to continually advocate for our students. Our collective voices matter.

Believes that if all we do is point fingers, then we will be eternally playing catch-up. Stated that we present a **fiscal precautionary plan** so that we do not find ourselves unprepared for whatever may come. This past year has been marked by numerous "what-ifs" as we anticipated changes in the state's biannual budget. Consequently, we have already made responsible financial decisions and will continue to do so.

Thus far, the Board and Administration have:

- Reduced staffing through attrition as enrollment has declined.
- Delayed major decisions while waiting for the final state budget outcomes.
- Continued efforts to stretch existing resources before asking voters for new funding.

GARY McCOMAS: Expressed that we should be prepared but not overreact. Our plan addresses what it could be if things do not change. Confident our leadership will get us through this.

JULIE BATEY: Stated that this is a multifaceted situation. The process we went through to develop the plan was helpful in determining the next steps. We need to continue engaging our community and being collaborative and transparent.

JILL STEVENS: Reminded the community that this plan was a required process by ODEW. In addition, it was not unexpected as Mr. Beeman continues to provide the Board with the financial outlook for FY 2028, which has been known for some time.

AMANDA GORDON: Thanked Dr. Hill and Mr. Beeman for their time putting the plan together. Further stated that we are all in this together, and we have continued to stretch our dollars. However, when we are funded by the State at FY 2022 levels, this creates issues as expenses continue to increase and exceed revenues.

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

25-12-176 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Stevens**, to adopt Action Item 3 from the December 18, 2025, Special Meeting, as presented:

3. Recommendation to approve the revised Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Star Therapy & Sales Corp. and the Wadsworth City School District Board of Education for the period of July 1, 2023, and June 30, 2026. **(ATTACHED)**

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

BOARD MEMBER ITEMS

25-12-177 The motion was made by **McComas**, seconded by **Beck**, to adopt the Board Member Item Ratification of Resignations from the December 18, 2025, Special Meeting, as presented:

A. **RATIFICATION OF RESIGNATIONS**

1.	Rebecca Dills	Certified Teacher	(retire 06/01/26)
2.	Zach Ockunzzi	PDC Member (served 90 days)	(eff. 01/12/26)

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

LEGISLATIVE UPDATE

TIM BECK: As of December 9, 2025, there are four bills on the Governor's desk that he has not signed.

ADJOURNMENT

25-12-178 The motion was made by **McComas**, seconded by **Stevens**, to adjourn at **4:22** p.m.

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

(Signed)_____
Amanda Gordon, President

(Attested)_____
Douglas D. Beeman, Treasurer

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
THURSDAY, JANUARY 8, 2026
IMMEDIATELY FOLLOWING THE ORGANIZATIONAL MEETING THAT STARTS AT 7:00 P.M.
JAMES R. MCILVAINE PERFORMING ARTS CENTER AT WADSWORTH HIGH SCHOOL
625 BROAD STREET

AGENDA

I. Call to Order

II. Roll Call

III. Student/Staff Recognition

A. January Students of the Month

Student	Grade	School
Lola McShane	04	Franklin Elementary School
Leslie Wagner	04	Isham Elementary School
Hayden Crowley	04	Lincoln Elementary School
Lennon Lake	04	Overlook Elementary School
Brody Bocian	04	Valley View Elementary School
Claire Blower	06	Wadsworth Intermediate School
Michael Basinger	08	Wadsworth Middle School
Korrine Braunlich	12	WHS Career-Technical
Hailey Otradovec	12	Wadsworth High School

IV. Administrative Discussion Items, Presentations, and Updates

A. School Board Recognition Month
B. Discussion: Potential Ballot Request for Operating Funds, per the Fiscal Precaution Plan Approved by the Board of Education on December 18, 2025 and Submitted to the Department of Education & Workforce
C. Technical Corrections to Board of Education Policies

V. Public Participation

VI. Administrative Items

A. Personnel Consent Items

1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2025-2026 school year, with a license effective date of July 1, 2025, 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) Ron Hart
        (2) Donna Kilbert, eff. 1/6/2026

    b) Certified Substitutes

        (1) Emma Moser
        (2) Laura Walsh

    c) Classified Substitutes

        (1) Alicia Innocenti, eff. 1/6/2026

    d) Supplemental Contracts

        (1) Kalyn Davis, Co-Director, WHS Musical
        (2) Paul Grywalski, Asst. Softball Coach
        (3) Sarah Niemczura, WIS Social Studies Dept. Head (50%), eff. 1/12/2026
        (4) Lindsay Patterson, Co-Director, WHS Musical

    e) Volunteers

        (1) Kristin Elchico
        (2) Naomi Fox
        (3) Daniel Rogers

2. Recommendation to amend Abbey Pecnik's unpaid leave request to extend through the 2025-2026 school year (originally board-approved through January 4, 2026)

3. Recommendation to approve unpaid leave for Caitlin Sypherd on January 28, 29, 30, and February 2, 2026

4. Recommendation to extend the unpaid leave for Bruce Acker through January 12, 2026 (Board-approved 11/17/2025 for unpaid leave until 12/8/2025 and Board-approved 12/8/2025 to extend unpaid leave until 1/6/2026)

B. Action Consent Items

1. Recommendation to approve the following overnight field trips:

    a) Business Marketing Academy students to the DECA - Ohio Career Development Conference (state competition) in Columbus, Ohio on February 24 and 25, 2026

    b) Business Marketing Academy students (based on results of state competition) to the DECA - International Career Development Conference (national competition) in Atlanta, Georgia on April 25-28, 2026

    c) Advanced Manufacturing, Advancement to Nursing, Automotive Technologies, Diversified Medical Technologies, Fire Safety/EMT, Masonry/Building Trades students to the SkillsUSA Championship (state competition) in Columbus, Ohio on May 5-6, 2026

    d) First-place winners of the SkillsUSA championships to the SkillsUSA National Competition in Atlanta, Georgia on June 24-28, 2026

2. Recommendation to approve the Strategic Plan 2026-2030

3. Recommendation to join the Ohio School Boards Association Legal Assistance Fund for the period of January 1, 2025 through December 31, 2025

4. Recommendation to approve the Walmart Business Terms of Use, including the Changes to the Terms document

5. Recommendation to approve the Geopfert Company Terms and Conditions

6. Recommendation to approve the Commercial Monitoring and Alarm Services Agreement between Koorsen Fire & Security and the Wadsworth City School District Board of Education

7. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement between Wadsworth Community Radio and the Wadsworth City School District Board of Education for the period of January 1, 2026 through December 31, 2026

8. Recommendation to approve the Proposed Scope of Work between the Shared Services Alliance and the Wadsworth City School District Board of Education for the period of December 29, 2025 through January 31, 2026

9. Recommendation to approve the Data Confidentiality and Use Agreement between the Shared Services Alliance and the Wadsworth City School District Board of Education

10. Recommendation to approve the Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education

11. Recommendation to approve the Medina County Interagency Agreement 2025-2027

12. Recommendation to approve the College Credit Plus Memorandum of Understanding School Year 2026-2027 between Kent State University and the Wadsworth City School District Board of Education for the period of July 1, 2026 through June 30, 2027

13. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Hope Meadows Foundation and the Wadsworth City School District Board of Education for the period of December 18, 2025 through March 31, 2026

14. Recommendation to approve the LED Transportation quote

15. Recommendation to approve the Agreement to Borrow Equipment-Release of Liability between Adaptive Sports Ohio and the Wadsworth City School District Board of Education

16. Recommendation to accept an anonymous donation of $20,000

17. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education policies:

    a) 1422, Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (revised)
    b) 1422.02, Nondiscrimination Based on Genetic Information of Employee (rescind)
    c) 1662, Anti-Harassment (rescind)
    d) 3122, Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (revised)
    e) 3122.02, Nondiscrimination Based on Genetic Information of Employee (rescind)
    f) 3362, Anti-Harassment (rescind)
    g) 4122, Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (revised)
    h) 4122.02, Nondiscrimination Based on Genetic Information of Employee (rescind)
    i) 4362, Anti-Harassment (rescind)
    j) 5430, Class Rank (revised)

VII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to approve the estimated revenue and expenses for FY27 and submit them to the Medina County Budget Commission

VIII. Legislative Update

IX. Board Member Items

X. 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, D, and E as listed above.

XI. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Public participation is governed by Board Bylaw 0169.1 - Public Participation at Board Meetings.

Upon request to the Superintendent, the District shall make reasonable accommodation for a person with a disability to be able to participate in this activity.

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
January 8, 2026

Agenda Detail Sheet

IV. Administrative Discussion Items, Presentations, and Updates

C. Technical Corrections to Board of Education Policies: The following policies, which can be found in the supporting documents accompanying this agenda, have technical corrections made to them, per Board of Education bylaw 0131.1:

- 1623, Section 504/ADA Prohibition Against Disability Discrimination in Employment;
- 2260, Nondiscrimination and Access to Equal Educational Opportunity;
- 2260.01, Section 504/ADA Prohibition Against Disability Discrimination in Employment;
- 3123, Section 504/ADA Prohibition Against Disability Discrimination in Employment; and
- 4123, Section 504/ADA Prohibition Against Disability Discrimination in Employment.

VI. Administrative Items

A. Personnel Consent Items

1. Employments

a) Non-teaching Employees

(1) Ron Hart: Mr. Hart is being recommended to fill the afternoon float bus driver position that was left open when Scott Back accepted another position within the district.

(2) Donna Kilbert: Ms. Kilbert is being recommended to fill the crossing guard position that was left open when Mr. DeWayne Heggie resigned.

B. Action Consent Items

2. 2026-2030 Strategic Plan: The 2026-2030 Strategic Plan being recommended for approval is the end result of a collaborative process that began in 2025 and involved feedback from our students, employees, and community.

3. Ohio School Boards Association Legal Assistance Fund: The recommendation to approve joining the Ohio School Boards Association Legal Assistance Fund will allow our school district to continue as a member of the said Fund.

4. **Walmart Business Terms of Use, including the Changes to the Terms document:** The Walmart Terms of Use, including the Changes to the Terms document, being recommended for approval will allow our school district to purchase items through Walmart as a business.

5. **Geopfert Company Terms and Conditions:** The Geopfert Company Terms and Conditions being recommended for approval will allow our school district to utilize the services of the Geopfert Company for HVAC items, as needed.

6. **Koorsan Fire & Security Commercial Monitoring and Alarm Services Agreement:** The Koorsan Fire & Security Commercial Monitoring and Alarm Services Agreement being recommended for approval will allow Koorsen to monitor the security system at Wadsworth Intermediate School.

7. **Wadsworth City School District Independent Contractor Agreement with Wadsworth Community Radio:** The Wadsworth City School District Independent Contractor Agreement between Wadsworth Community Radio and the Wadsworth City School District Board of Education being recommended for approval details the responsibilities of each party for the period of January 1, 2026 through December 31, 2026.

8. **Shared Services Alliance Proposed Scope of Work:** The Proposed Scope of Work between the Shared Services Alliance and the Wadsworth City School District Board of Education being recommended for approval will allow the Shared Services Alliance to provide support for year-end payroll services.

9. **Shared Services Alliance Data Confidentiality and Use Agreement:** The Data Confidentiality and Use Agreement between the Shared Services Alliance and the Wadsworth City School District Board of Education being recommended for approval is necessary for the work detailed in action consent item #8 above.

10. **Bob Rogers Travel Agreement:** The Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education being recommended for approval is for the high school choir trip to Florida on January 14-19, 2026.

11. **Medina County Interagency Agreement 2025-2027:** The Medina County Interagency Agreement 2025-2027 being recommended for approval is required by law and details each agency's responsibilities.

12. **Kent State University College Credit Plus MOU for School Year 2026-2027:** The Kent State University College Credit Plus MOU for School Year 2026-2027 being recommended for approval details the responsibility of each party relating to the College Credit Plus Program.

13. **Independent Contractor Agreement for Non-STRS/SERS Covered Services (Hope Meadows Foundation):** The Independent Contractor Agreement for Non-STRS/SERS Covered Services between Hope Meadows Foundation and the Wadsworth City School District Board of Education for the period of December 18, 2025 through March 31, 2026 being recommended for approval will allow students to participate in programming at Hope Meadows. The cost for this service is covered through a grant.

14. **LED Transportation Quote:** The LED transportation quote being recommended for approval will allow LED Transportation to provide transportation services to certain Four Cities Compact students on May 5-6, 2026.

15. **Adaptive Sports Ohio Agreement to Borrow Equipment-Release of Liability:** The Agreement to Borrow Equipment-Release of Liability between Adaptive Sports Ohio and the Wadsworth City School District Board of Education being recommended for approval details the responsibility of each party relating to the equipment used by our wheelchair basketball team.

17. **Board of Education Policies:** The Board of Education policies being recommended for a first reading include changes suggested by Neola, our policy provider, and our district's legal counsel.

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Technical Correction SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po1623
Status	
Adopted	October 14, 2013
Last Revised	April 12, 2021

Technical Correction Policy - Vol. 44, No. 1

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

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

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

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

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

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

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

Compliance Officer(s)

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

Director of Student Services

330-335-1316

625 Broad St.

Wadsworth OH 44281

Director of the Four Cities Compact

330-336-3571

625 Broad St.

Wadsworth OH 44281

Wadsworth High School Principal

330-335-1400

625 Broad St.

Wadsworth, OH 44281

Wadsworth Middle School Principal

330-335-1410

150 Silvercreek Road

Wadsworth, OH 44281

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

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

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

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

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

C. ~~( ) on each individual school's website.~~

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

E. ~~( ) [Other:] _____. [END OF OPTIONS]~~

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

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

Training

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

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

Facilities

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

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

Notice

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

Complaint Procedures

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

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

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

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

Internal Complaint Procedure

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

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

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

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

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

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

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

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

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

OCR Complaint

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

U.S. Department of Education

Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Ave., SW
Washington, DC 20202-1100
Telephone: (800) 421-3481
FAX: (202) 453-6012
TDD: 800-877-8339
E-mail: OCR@ed.gov
Web: http://www.ed.gov/ocr

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

Retaliation

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

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

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

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

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

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Technical Correction NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Code	po2260
Status	
Adopted	November 19, 2007
Last Revised	June 10, 2024

Technical Correction Policy - Vol. 44, No. 1

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

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

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

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

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

A. **Curriculum Content**

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

B. **Staff Training**

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

C. **Student Access**

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

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

D. **District Support**

verify that like aspects of the District program receive like support as to staff size and compensation, purchase and

maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. **Student Evaluation**

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

Definitions:

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

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

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

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

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

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

District Compliance Officers

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

Director of Student Services
330-335-1316
625 Broad St.
Wadsworth OH 44281

Director of the Four Cities Compact
330-336-3571
625 Broad St.
Wadsworth OH 44281

Wadsworth High School Principal
330-335-1400
625 Broad St.
Wadsworth, OH 44281

Wadsworth Middle School Principal
330-335-1410
150 Silvercreek Road
Wadsworth, OH 44281

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

~~_____~~
~~(Name)~~

~~_____~~
~~(School District Title)~~

~~_____~~
~~(Telephone Number)~~

~~_____~~
~~(Office Address)~~

~~_____~~
~~(E-mail Address)~~

_____
~~(Name)~~

~~_____~~
~~(School District Title)~~

~~_____~~
~~(Telephone Number)~~

~~_____~~
~~(Office Address)~~

~~_____~~
~~(E-mail Address)~~

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

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

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

C. ~~**( )** on each individual school's website.~~

D. ~~**( )** in the School District's calendar.~~

E. ~~**( ) [Other]** _____~~.

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

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education.

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

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

Reports and Complaints of Unlawful Discrimination and Retaliation

Students, Board employees, ~~and Board employees are required, and~~ all other members of the School District community, and Third Parties are required to report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a report shall file it with the CO within two (2) days.

Members of the School District community, which includes students and~~or~~ Third Parties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs, while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a Protected Class, the Principal shall report the act to one (1) of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide the Principal with a copy of the resulting written report.

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

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one (1) of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO/designee must contact the Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure

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

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

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the U.S. Department of Education, Office for Civil Rights, Lyndon Baines Johnson Department of Education Bldg., 400 Maryland Ave., SW, Washington, DC 20202-1100, Telephone: (800) 421-3481, FAX: (202) 453-6012, TDD: 800-877-8339, E-mail: OCR@ed.gov, Web: http://www.ed.gov/ocr~~United States Department of Education Office for Civil Rights (OCR). The Cleveland Office of the OCR can be reached at 1350 Euclid Avenue, Suite 325, Cleveland, Ohio 44115; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov/ocr~~.

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful discrimination or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process, and individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is inappropriate and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

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

All informal complaints must be reported to one (1) of the COs, who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the Complainant's wishes, informal resolution may involve, but not be limited to, one (1) or more of the following:

A. Advising the Complainant about how to communicate concerns to the Respondent.

B. Distributing a copy of Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity to the individuals in the school building or office where the Respondent works or attends.

C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

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

Formal Complaint Procedure

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

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

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

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

A. interviews with the Complainant;

B. interviews with the Respondent;

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

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

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

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

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

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

~~**[DRAFTING NOTE: Choose one (1) of the following options.]**~~

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

~~**[OR]**~~

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

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

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

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

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

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

Privacy/Confidentiality

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

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to Third Parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

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

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

Retaliation

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

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

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

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

Education and Training

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

Retention of Investigatory Records and Materials

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

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

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

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

D. written witness statements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

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

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Legal

A.C. 3301-35-02(A)

R.C. 3301.0711, 3302.01, 3302.03, 3313.61, 3313.611, 3313.612, 3317.03

Fourteenth Amendment, U.S. Constitution

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

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

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

29 C.F.R. Part 1635

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

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

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

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

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

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

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Technical Correction SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY
Code	po2260.01
Status	
Adopted	November 19, 2007
Last Revised	June 10, 2024

Technical Correction Policy - Vol. 44, No. 1

2260.01 - **SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY**

Pursuant to Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1990, as amended ("ADA"), and the implementing regulations (collectively "Section 504/ADA"), no otherwise qualified individual with a disability shall, solely by reason of the individual's ~~his/her~~ disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Board of Education does not discriminate in admission or access to, or participation or treatment in its programs or activities. As such, the Board's policies and practices will not discriminate against students with disabilities and the Board will make its facilities, programs, and activities accessible to qualified individuals with disabilities. No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the District.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Major life activities also include the operation of a major bodily function including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

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

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aids and cochlear implants or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, assistive technology, reasonable accommodations or auxiliary aids or services, or learned behavioral or adaptive neurological modifications.

With respect to public preschool, elementary, and secondary educational services, a qualified person with a disability means a disabled person:

A. who is of an age during which nondisabled persons are provided educational services;

B. who is of any age during which it is mandatory under Ohio law to provide educational services to disabled persons; or

C. to whom the State is required to provide a free, appropriate public education pursuant to the Individuals with Disabilities Education Improvement Act ("IDEIA").

With respect to vocational education services, a qualified person with a disability means a person with a disability who meets the academic and technical standards requisite to admission or participation in the vocational program or activity. The Board will not deny a student with disabilities access to its vocational education programs or courses due to architectural and/or equipment barriers, or because the student needs related aids or services to receive an appropriate education.

Compliance Officer(s)

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

Director of Student Services

330-335-1316

625 Broad St.

Wadsworth OH 44281

Director of the Four Cities Compact

330-336-3571

625 Broad St.

Wadsworth OH 44281

Wadsworth High School Principal

330-335-1400

625 Broad St.

Wadsworth, OH 44281

Wadsworth Middle School Principal

330-335-1410

150 Silvercreek Road

Wadsworth, OH 44281

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

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

(E-mail Address)

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's website ~~( ) and:~~

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

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

C. ~~( ) on each individual school's website.~~

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

E. ~~( ) [Other] _____. [END OF OPTIONS]~~

Building Principals shall serve as Building Section 504/ADA Compliance Officer(s) ("Building Compliance Officer(s)").

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

The District Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below. The Board will further establish and implement a system of procedural safeguards in accordance with Section 504, including the right to an impartial due process hearing. See AG 2260.01B.

Training

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

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

Facilities

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

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities. This includes, but is not limited to, providing

accommodations to parents with disabilities who desire access to their child's educational program or meetings pertinent thereto. Programs and activities will be designed and scheduled so that the location and nature of the facility or area will not deny a student with a disability the opportunity to participate on the same basis as students without disabilities.

Education

The Board is committed to identifying, evaluating, and providing a free, appropriate public education ("FAPE") to students within its jurisdiction who have a physical or mental impairment that substantially limits one (1) or more major life activities, regardless of the nature or severity of their disabilities.

An appropriate education may include regular or special education and related aids and services to accommodate the unique needs of students with disabilities. For students with disabilities who are not eligible for specially designed instruction under the IDEIA, the special education and related aids and services (including accommodations/modifications/interventions) they need in order to have their needs met as adequately as the needs of nondisabled students are met, shall be delineated, along with their placement, in a Section 504 Plan (Form 2260.01A F13). Parents/guardians/custodians ("parents") are invited and encouraged to participate fully in the evaluation process and development of a Section 504 Plan. The quality of education services provided to students with disabilities will be equal to the quality of services provided to students without disabilities.

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

The Board will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Non-academic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to persons with disabilities, and employment of students. In providing or arranging for the provision of meals and recess periods, and non-academic and extracurricular services and activities, including those listed above, the District will verify that persons with disabilities participate with persons without disabilities in such services and activities to the maximum extent appropriate.

Notice

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

Complaint Procedures

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

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), parents and students will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Section 504. In addition, students and their parents will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights. Finally, students and parents will be advised of their right to request a due process hearing before an Impartial Hearing Officer ("IHO") regarding the identification, evaluation, or educational placement of persons with disabilities, and their right to examine relevant education records.

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

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

Internal Complaint Procedures

An internal complaint may be filed by a student and/or parent. A student and/or parent may initiate the internal complaint procedure when theys~~/he/they~~ believe that a violation, misapplication, or misinterpretation of Section 504 has occurred. Additionally, the following procedure may be used for any disagreement with respect to actions regarding the identification, evaluation, or educational program or placement of students who are identified as disabled or believed to be disabled pursuant to Section 504, and are not eligible under the IDEIA, except in the case of disciplinary actions where the provisions of the Student Code of Conduct apply. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights or requesting a due process hearing.

Step 1

Investigation by the Building Compliance Officer: A student or parent may initiate an investigation by filing a written internal complaint with the Building Compliance Officer. The complaint should fully describe the circumstances giving rise to the dispute and how the child is adversely affected. The complaint must be filed as soon as possible, but not longer than thirty (30) days after disclosure of the facts giving rise to the complaint. The Building Compliance Officer shall conduct an impartial investigation of the complaint. As part of the investigation, the Building Compliance Officer shall permit the complainant to present witnesses and other evidence in support of the complaint. The investigation shall be completed within fifteen (15) days of the written complaint being filed. The Building Compliance Officer will notify the complainant in writing of their~~his/her~~ decision.

Step 2

Appeal to the District Compliance Officer: If the complaint is not resolved satisfactorily at Step 1, the student or parent may appeal the Building Compliance Officer's decision in writing to the District Compliance Officer. The appeal must be made within five (5) days following receipt of the Building Compliance Officer's decision. The District Compliance Officer will review the case, may conduct an informal hearing, and will notify all parties in writing of their~~his/her~~ decision within ten (10) days of receiving the appeal.

Step 3

If the complaint is not resolved satisfactorily at Step 2, the student or parent may request a due process hearing, provided the complaint involves an issue related to the identification, evaluation, or placement of the student.

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

OCR Complaint

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

U.S. Department of Education
Office for Civil Rights
Lyndon Baines Johnson Department of Education Bldg.
400 Maryland Ave., SW
Washington, DC 20202-1100
Telephone: (800) 421-3481
FAX: (202) 453-6012
TDD: 800-877-8339
E-mail: OCR@ed.gov
Web: http://www.ed.gov/ocr

~~U.S. Department of Education~~
~~Office for Civil Rights~~
~~Cleveland Office~~
~~1350 Euclid Avenue, Suite 325~~
~~Cleveland, Ohio 44115~~
~~(216) 522-4970~~

~~FAX: (216) 522-2573~~
~~TDD: (216) 522-4944~~
~~E-mail: OCR.Cleveland@ed.gov~~
~~Web: http://www.ed.gov/ocr~~

Except in extraordinary circumstances, the OCR does not review the result of individual placement and other educational decisions, so long as the District complies with the "process" requirements of Subpart D of Section 504.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

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

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

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

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

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Technical Correction SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po3123
Status	
Adopted	October 14, 2013
Last Revised	April 12, 2021

Technical Correction Policy - Vol. 44, No. 1

3123 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

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

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

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

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

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

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

Compliance Officer(s)

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

Director of Student Services

330-335-1316

625 Broad St.

Wadsworth OH 44281

Director of the Four Cities Compact

330-336-3571

625 Broad St.

Wadsworth OH 44281

Wadsworth High School Principal

330-335-1400

625 Broad St.

Wadsworth, OH 44281

Wadsworth Middle School Principal

330-335-1410

150 Silvercreek Road

Wadsworth, OH 44281

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

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's website ~~**( ) and:**~~

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

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

C. ~~**( ) on each individual school's website.**~~

D. ~~**( ) in the School District's calendar.**~~

E. ~~**( ) [Other]** _____.~~

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

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

Training

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

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

Facilities

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

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

Notice

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

Complaint Procedures

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

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

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

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

Internal Complaint Procedure

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

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

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

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

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

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

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

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

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

OCR Complaint

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

U.S. Department of Education
Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Ave., SW
Washington, DC 20202-1100
Telephone: (800) 421-3481
FAX: (202) 453-6012
TDD: 800-877-8339
E-mail: OCR@ed.gov
Web: http://www.ed.gov/ocr

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

Retaliation

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

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

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

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

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

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Technical Correction SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po4123
Status	
Adopted	October 14, 2013
Last Revised	April 12, 2021

Technical Correction Policy - Vol. 44, No. 1

4123 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

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

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

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

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

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

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

Compliance Officer(s)

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

Director of Student Services

330-335-1316

625 Broad St.

Wadsworth OH 44281

Director of the Four Cities Compact

330-336-3571

625 Broad St.

Wadsworth OH 44281

Wadsworth High School Principal

330-335-1400

625 Broad St.

Wadsworth, OH 44281

Wadsworth Middle School Principal

330-335-1410

150 Silvercreek Road

Wadsworth, OH 44281

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

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~

~~(Telephone Number)~~

~~_____~~

~~(Office Address)~~

~~_____~~

~~(E-mail Address)~~

~~_____~~

~~(Name)~~

~~_____~~

~~(School District Title)~~

~~_____~~
~~(Telephone Number)~~

~~_____~~
~~(Office Address)~~

~~_____~~
~~(E-mail Address)~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's website ~~**( ) and:**~~

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

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

C. ~~**( ) on each individual school's website.**~~

D. ~~**( ) in the School District's calendar.**~~

E. ~~**( ) [Other]** _____. **[END OF OPTIONS]**~~

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

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

Training

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

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

Facilities

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

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

Notice

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

Complaint Procedures

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

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

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

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

Internal Complaint Procedure

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

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

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

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

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

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

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

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

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

OCR Complaint

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

U.S. Department of Education
Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Ave., SW
Washington, DC 20202-1100
Telephone: (800) 421-3481
FAX: (202) 453-6012
TDD: 800-877-8339
E-mail: OCR@ed.gov
Web: http://www.ed.gov/ocr
~~U.S. Department of Education~~
~~Office for Civil Rights~~
~~Cleveland Office~~
~~1350 Euclid Avenue~~
~~Suite 325~~
~~Cleveland, Ohio 44115~~
~~(216) 522-4970~~
~~FAX: (216) 522-2573~~
~~TDD: (216) 522-4944~~
~~E-mail: OCR.Cleveland@ed.gov~~
~~Web: http://www.ed.gov/ocr~~

Retaliation

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

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

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

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

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

WADSWORTH CITY SCHOOL DISTRICT FIVE-YEAR PLAN
2026-2030

AREA: Curriculum/Instruction/Assessment

Vision: The Wadsworth City School District historically has offered a strong, well-rounded education to our students, as evidenced by our students' success on state testing, college and career readiness, and the course offerings available to our students. We will continue to build upon our history by regularly evaluating our offerings and services available to students of all ability levels. It is our belief that our focus should be on sound instructional practices, an inclusive curriculum that exposes students to many curricular areas, and the availability of support services that meet the needs of our students and prepare them for life after graduation.

Funding Source: If additional expenses are necessary to achieve the stated goals in this area, the expenses will come from the general operating fund.

GOALS	ACTION STEPS	PERSON(S) RESPONSIBLE	TIMELINE
1. Examine the current practices in place regarding literacy, especially as they relate to students who are not reading on grade level, to determine if student needs are being met and if resources are being used in the most efficient way.	1. (A) Review current practices, resource utilization, and student data 1. (B) Review literacy practices and student data of comparable school districts, as determined by the Ohio Department of Education & Workforce 1. (C) Create list of recommendations to enhance practices and resource utilization in literacy	1. (A)-(C) District-Level Academic Council	1. (A)-(C) 2025-2026 school year

	1. (D) Work with the Board of Education to determine how to implement the recommendations	1. (D) Superintendent, Assistant Superintendent, Treasurer, Board of Education	1. (D) No later than May of 2026
2. Examine the processes and practices currently in place for gifted education to determine if student needs are being met and if resources are being used in the most efficient way.	2. (A) Review processes and practices currently in place and student learning outcomes 2. (B) Explore ways to enhance student learning outcomes and the use of district resources 2. (C) Create a list of recommendations on how to enhance processes, practices, and efficiency of resources	2. (A)-(C) Director of Instruction and Professional Development; Coordinator of Testing, Assessment, and Data; principals; teachers	2. (A)-(C) 2026-2027 school year
	2. (D) Work with the Board of Education to determine how to implement the recommendations	2. (D) Superintendent, Assistant Superintendent, Treasurer, Board of Education	2. (D) No later than June of 2027
3. Explore ways to standardize the instruments used to collect data to allow for more efficient use of student data from year to year.	3. (A) Review current instruments used and research instruments used in other school districts	3. (A) Committee led by the Director of Instruction and Professional Development and Coordinator of Testing, Assessment, and Data	3. (A) 2026-2027 school year

	3. (B) Recommend instrument(s) to the Board of Education	3. (B) Superintendent, Board of Education	3. (B) June 2027
4. Explore how to best integrate technology education into the curriculum at the K-4 grade levels.	4. (A) Review current practices and minutes of Academic Council meetings from the 2023-2024 and 2024-2025 school years (which focused on Artificial Intelligence) 4. (B) Review practices of comparable school districts, as determined by the Ohio Department of Education & Workforce 4. (C) Create list of recommendations	4. (A)-(C) Committee led by the Director of Instruction and Professional Development; Director of Technology; Coordinator of Testing, Assessment, and Data; and Technology Integration Specialists	4. (A)-(C) 2026-2027 school year
	4. (D) Work with the Board of Education to determine how to implement the recommendations	4. (D) Superintendent, Assistant Superintendent, Treasurer, Board of Education	4. (D) No later than June of 2027
5. Examine the academic requirements of students and structure of the school day at the high school level to determine if our policies, practices, and structure best align with the current needs of our students.	5. (A) Review current academic requirements and structure of the school day 5. (B) Review academic requirements and structure of the school day of comparable school districts, as determined	5. (A)-(C) High School Academic Council, department chairs, teachers, students	5. (A)-(C) 2026-2027 school year

	by the Ohio Department of Education & Workforce 5. (C) Create recommendations on how enhance the academic requirements and structure of the school day along with a cost analysis 5. (D) Work with the Board of Education to determine how to implement the recommendations	5. (D) Superintendent, Assistant Superintendent, Treasurer, Board of Education	5. (D) No later than June of 2027
6. Explore adding a program to the Four Cities Compact offerings available at Wadsworth High School.	6. (A) Review employment data to determine in-demand careers 6. (B) Determine alignment of in-demand careers with career technical education programs allowed by the Ohio Department of Education 6. (C) Survey students to determine interest in potential programs 6. (D) Analyze cost involved with potential programs	6. (A)-(D) Director of the Four Cities Compact, Wadsworth High School Administrative Team, Director of Instruction and Professional Development, Assistant Superintendent, Business Advisory Council, Superintendent	6. (A)-(D) 2027-2028 school year

	6. (E) Make recommendation to the Board of Education on whether to add a new program, and, if the recommendation is to be added, when to begin the program		(E) No later than June of 2028

WADSWORTH CITY SCHOOL DISTRICT FIVE-YEAR PLAN
2026-2030

AREA: Faculty/Staff/Student Personnel

Vision: Our school district exists because of and for our students. We want to continue to ensure we offer our students a well-rounded education that includes a rich array of extracurricular opportunities, while living within our budget. As we partner with parent(s)/ guardian(s), the primary educators of their children, we continue to commit to doing our best to attract and retain the most qualified and brightest faculty and staff at all levels in our district.

Funding Source: If additional expenses are necessary to achieve the stated goals in this area, the expenses will come from the general operating fund.

GOALS	ACTION STEPS	PERSON(S) RESPONSIBLE	TIMELINE
1. Enhance our onboarding process for new employees	1. (A) Review our current process, including initial job training for new employees 1. (B) Create list of recommendations on enhancements to our process	1. (A)-(B) Superintendent, Assistant Superintendent, Treasurer, Administrative Assistants, Directors, Supervisors	1. (A)-(B) January-June 2026
	1. (C) Work with the Board of Education to determine how to implement the recommendations	1. (C) Superintendent, Assistant Superintendent, Treasurer, Board of Education	1. (C) June 2026
2. Continue to attract, develop, and retain top-quality faculty and staff	2. (A) Continually evaluate what we offer our faculty and staff in comparison to similar	2. (A) Superintendent, Assistant Superintendent, Director of Instruction and	2. (A)-(C) 2026-2030 school year and ongoing

	school districts (as determined by the Ohio Department of Education & Workforce) and other area school districts 2. (B) Provide support, professional development and an atmosphere of trust and respect for our faculty/staff 2. (C) Provide opportunities for faculty/staff to provide feedback on topics and provide opportunities for faculty/staff to have meaningful participation in decision-making processes.	Professional Development, Director of Student Services, Treasurer 2. (B) Wadsworth Administrative Team	
3. Align staffing levels to areas of greatest need	3. Review all staffing levels to ensure alignment with areas of need	3. Wadsworth Administrative Team	3. 2026-2030 school year - ongoing
4. Evaluate level of support available for students and employees	4. (A) Review current levels of support available (e.g., employee assistance program, access to school counselors, partnerships with licensed therapists) 4. (B) Create list of recommendations on how to enhance the supports available for students and employees	4. (A)-(B) Committee led by Director of Student Services and Student Well-Being/Mental Health Coordinator	4. (A)-(B) 2027-2028 school year

	4. (C) Work with the Board of Education to determine how to implement the recommendations	4. (C) Superintendent, Assistant Superintendent, Treasurer, Board of Education	4. (C) June 2028

WADSWORTH CITY SCHOOL DISTRICT FIVE-YEAR PLAN
2026-2030

AREA: Facilities/Safety/Security/Transportation

Vision: Our community has provided our children with phenomenal facilities. We will make sure that we are proactive in keeping the facilities in top shape. While we have designed and implemented comprehensive safety plans and other security measures that align with state/federal requirements and best practices, we will continue to evaluate our plans and processes to ensure our students and staff are in a safe environment and knowledgeable on how to act if they are ever in an emergency situation. We will continue to evaluate our transportation policies and maintain in a proactive, preventive way to maintain our transportation fleet.

Funding Source:

GOALS	ACTION STEPS	PERSON(S) RESPONSIBLE	TIMELINE
1. Determine how to proceed with various aspects of a master plan created for the middle and high school outdoor areas.	1. (A) Review the work completed by the Middle and High School Athletic Complex Master Plan Committee and FMD Architects 1. (B) Create a master plan for the middle and high school outdoor areas, including cost estimates, stages of implementation (if the plan is	1. (A)-(B) Committee led by Superintendent, including Board of Education members, middle and high school administration, including the athletic director, coaches, teachers, and other members of the Middle and High School Athletic Complex Master Plan Committee	1. (A)-(B) January 2026-June 2026

	multi-staged), and recommendations on how to fund the master plan		
	1. (C) Work with the Board of Education to determine how to implement the recommendations	1. (C) Superintendent, Assistant Superintendent, Treasurer, Board of Education	1. (C) June 2026
2. Evaluate and upgrade safety and security measures as needed	2. Evaluate safety plans and safety measures that we have in place, at minimum once a year, and make necessary adjustments	2. Assistant Superintendent, building principals and School Resource Officers	2. 2026-2027 school year-ongoing
3. Maintain our buildings and enhance the look of our grounds while remaining within our budget	3. Prioritize needs and utilize proactive and preventive maintenance practices (see appendix A for list of projects, costs and funding sources)	3. Superintendent, Assistant Superintendent, Supervisor of Facilities and Grounds, custodians, maintenance, building principals, Treasurer	3. 2026-2027 school year-ongoing
4. Maintain our transportation fleet	4. (A) Utilize proactive and preventive measures in maintaining our transportation fleet	4. (A) Transportation Supervisor and mechanics	4. (A) 2026-2027 school year-ongoing
	(B) Purchase new buses/vehicles based upon the allocations in our financial forecast	(B) Assistant Superintendent, Transportation Supervisor, Superintendent and Treasurer	(B) 2026-2027 school year-ongoing

WADSWORTH CITY SCHOOL DISTRICT FIVE-YEAR PLAN
2026-2030

AREA: Finance

Vision: Our school district has historically demonstrated a commitment to our community to be good stewards of their money. We will continue to strive to keep our cost per pupil low while balancing the needs of our diverse student population and their academic success. We will regularly review our expenditures to make sure our community is getting the best value for its money. Through open communication, we will make sure our community has access to our financial reports and how we compare to similar school districts in the state of Ohio.

Funding Source: No additional funding is needed to achieve the stated goals in this area.

GOALS	ACTION STEPS	PERSON(S) RESPONSIBLE	TIMELINE
1. Evaluate funding ballot initiative for potential operating funds	1. (A) Create recommendation on what type of ballot issue request will meet our needs and when to place the issue on the ballot for our community	1. (A) Treasurer, Assistant Superintendent, Superintendent, Board of Education	1. (A) January-February 2026
2. Maintain financial credibility	2. (A) Continue district financial forecast 2. (B) Continue yearly audit/financial reporting 2. (C) Continue to keep the Board of Education and Wadsworth community informed on district finances	2. (A)-(D) Treasurer	2. (A)-(D) 2026-2030 school year-ongoing

3. Continue to evaluate all areas of operation for cost-saving measures	2. (D) Provide the community with benchmark reports comparing our school district with comparable districts (as determined by the Ohio Department of Education) 3. (A) Continue to address cost containment, efficiency and value through review of purchasing 3. (B) Continue to evaluate staffing levels required in all areas	3. (A)-(B) Wadsworth Administrative Team, Board of Education	3. (A)-(B) 2026-2030 school year-ongoing

WADSWORTH CITY SCHOOL DISTRICT FIVE-YEAR PLAN
2026-2030

AREA: School/Community Relations

Vision: Our school district is fortunate that our community supports us at the level they do. Equally important to us is that we continue to return the support to our community by being active participants in community organizations and events. We believe the collaborative partnership between our school district and community is what sets us apart from other school districts, and we affirm our unwavering support of continuing to strengthen this mutual relationship.

Funding Source: If additional expenses are necessary to achieve goal #1, they will come from the general operating fund.

GOALS	ACTION STEPS	PERSON(S) RESPONSIBLE	TIMELINE
1. Continue to have a strong district presence in community-related organizations and committees, including Neighborhood Bridges and Be Kind Wadsworth	1. Continue to appoint district personnel to community-related organization boards	1. Wadsworth Administrative Team	1. 2026-2030 school year-ongoing
2. Ensure that our district maximizes the use of our website and social media platforms to tell our story	2. (A) Review the use of our website and social media platforms 2. (B) Implement changes where needed	2. (A)-(B) Superintendent, Director of Technology, Technology Clerk, District Communications Coordinator	2. (A)-(B) January 2026-ongoing

WADSWORTH CITY SCHOOL DISTRICT FIVE-YEAR PLAN
2026-2030

AREA: TECHNOLOGY

Vision: We believe that technology, in the hands of teachers and students, is integral and transformational to all learning. We embrace the fact that technology is always changing, and we pledge to keep our infrastructure and systems current, relevant and easily accessible. Professional development of our staff and ongoing training of our students are both critical components to the implementation of new technologies. We want our teachers and students to be able to think critically about the appropriateness of the tools they employ to communicate, collaborate and create at a high level, both in and out of the classroom.

Funding Source: The source of funding for stated goals in the areas of infrastructure and classroom technology will be the following: Medina County sales tax money, OFCC maintenance fund and the construction fund (see Appendix A of this plan for funding details). The source of funding for the stated goals in the areas of classroom instruction will be the general operating fund.

GOALS	ACTION STEPS	PERSON(S) RESPONSIBLE	TIMELINE
Area: Infrastructure			
1. Replace batteries in the uninterruptible power supply	1. Purchase lithium-ion batteries and replace them	1. Director of Technology	1. 2025-2027
2. Replace air conditioning units in the network closets at Franklin Elementary School, Lincoln Elementary School, and Wadsworth Middle School	2. (A) Receive costs from different vendors 2. (B) Select vendor and complete installation	2. (A) Director of Technology and Supervisor of Facility and Grounds 2. (B) Director of Technology, Supervisor of Facilities and Grounds, and selected vendor	2. (A)-(B) 2026

3. Replace announcement and bell system at Franklin Elementary School, Lincoln Elementary School, and Wadsworth Middle School	3. (A) Receive costs from different vendors 3. (B) Select vendor and complete installation	3. (A) Director of Technology 3. (B) Director of Technology and selected vendor	2. (A)-(B) 2027
4. Install a new wireless system for all buildings and renew switch licenses	4. (A) Complete wireless analysis of each building 4. (B) Gather quotes from different vendors 4. (C) Select vendor 4. (D) Apply for E-Rate	4. (A)-(C) Director of Technology 4. (D) Director of Technology and E-Rate Consultant	4. (A)-(D) System installed no later than August of 2029
5. Install a new telephone system throughout the school district	5. (A) Receive costs from different vendors 5. (B) Select vendor and complete installation	5. (A) Director of Technology 5. (B) Director of Technology and selected vendor	5. (A)-(B) 2030
Area: Classroom Technology			
1. Replace interactive panels at Franklin Elementary School, Lincoln Elementary School, and Wadsworth Middle School	1. (A) Gather quotes from different vendors 1. (B) Select vendor and purchase devices	1. (A)-(B) Technology Department	1. (A)-(B) 2026
2. Refresh iPad fleet			2. (A)-(C) 2026

	2. (A) Gather quotes from different vendors 2. (B) Select vendor and purchase devices 2. (C) Inventory, configure and deploy the devices	2. (A)-(C) Technology Department	

Appendix A

The following information provides an overview of the Medina County sales tax, OFCC maintenance, Permanent Improvement Fund, and construction fund dollars, along with the anticipated expenses that will come from each account based upon the Strategic Plan 2026-2030. It should be noted that the costs built into the Strategic Plan 2026-2030 that will come from these accounts may change depending on the availability of the funds, as listed below.

Account:	Current Balance:	Allowable Use:
Sales Tax (071)	$3,524,735	Medina County sales tax dollars must be used for permanent improvements. These would include constructing or equipping a school district facility. This includes, but is not limited to, buses, vehicles, textbooks, and technology.
OFCC Maintenance (034)	$2,479,234	The maintenance plan shall be used for the maintenance and repair of completed facilities, including preventative maintenance, periodic repairs, and replacement of facility components. Routine janitorial, utility costs, supplies, and personnel associated with day-to-day housekeeping are not allowable uses of the maintenance fund.
Permanent Improvement (003)	$299,700	Permanent Improvement fund dollars must be used for permanent improvements. These would include constructing or equipping a school district facility. This includes, but is not limited to, buses, vehicles, textbooks, and technology.

Per decisions made by the Wadsworth City School District Board of Education in 2015, the sales tax and OFCC maintenance accounts need to have a reserve, at minimum, of $1,500,000.00 in each.

The Sales Tax fund received $3,131,991 in the most recent calendar year (2025). The Sales Tax fund has an annual commitment of $340,783 to the OFCC Maintenance fund (see below). In addition, the Sales Tax fund has an annual debt Service commitment of $1,125,000

Appendix A

Our OFCC Maintenance fund receives $340,783.00 per year (transferred from the sales tax revenue). Of this, annually we spend $60,446 on our HVAC and Generator Preventive Maintenance contract. This leaves $280,337 each year for further preventive maintenance expenses associated with Isham, Overlook, Valley View, or Wadsworth High School.

Finally, once close-out on the new buildings is complete, we anticipate receiving $1,402,000 from the state of Ohio when we complete the close-out process with the Ohio Facilities Construction Commission (OFCC). In addition, the city of Wadsworth will reimburse the school district for the overage on the community center portion of the project as well. We are permitted to use this money in accordance with the ballot language that was written in 2008. The language is as follows: “Shall bonds be issued by the Wadsworth City School District for the purpose of constructing, furnishing, equipping, adding to, renovating, remodeling, and otherwise improving school district buildings and facilities and acquiring, clearing, and improving their sites?”

Appendix A

Sales Tax Fund Five Year Forecast

	Actual	Actual	Projected	Projected	Projected	Projected	Projected
Fiscal Year	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Revenue:	-9.1%	0.3%	102.0%	102.0%	102.0%	102.0%	102.0%
Sales Tax	2,747,004	2,755,977	2,811,097	2,867,319	2,811,097	2,867,319	2,924,665
Transfer from Bond Retirement Fund	0	0	0	0	0	1	2
Total Revenue	2,747,004	2,755,977	2,811,097	2,867,319	2,811,097	2,867,320	2,924,667
Expenses:							
Principal Bond Payments (QSCB's)	1,065,000	1,085,000	1,110,000	690,000	725,000	725,001	725,002
Interest Bond Payments (QSCB's)	57,377	34,668	228,187	415,750	380,375	380,375	380,375
OSFC 1/2 mill maintenance fund	0	0	0	0	0	0	0
Textbooks Expenses	73,640	0	0	0	0	1	2
2021-2025 Strategic Plan Expenses	982,463	648,880	2,270,798	2,800,000	580,000	1,180,000	150,000
Capital Expenses/ Maintenance Dept. (other)	0	552,679	61,328	0	0	0	0
Total Expenses	2,178,480	2,321,227	3,670,313	3,905,750	1,685,375	2,285,377	1,255,379
Revenue (+/-) Expenses	568,524	434,750	(859,217)	(1,038,431)	1,125,722	581,943	1,669,288
Beginning Balance July 1	3,051,980	3,620,504	4,055,254	3,196,038	2,157,607	3,283,328	3,865,271
Ending Balance June 30	3,620,504	4,055,254	3,196,038	2,157,607	3,283,328	3,865,271	5,534,559

Note: Dec 2025 (FY 2026) is the last Debt Serv. Payment for 2010 COP's
Note: Dec 2035 (FY 2036) is the last Debt Serv. Payment for 2023 COP's
Note: 2037 Last year of Sales Tax Collections

Appendix A

Sales Tax Worksheet

Sales Tax Expenses: Strategic Plan

Building	Description	Actual 2024	Actual 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030	Wish List/ on radar
Technology	PC replacement	$ -							
All bldg's	Asphalt / Concrete	$ 49,950	$ 66,625	$ 55,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	
New IS / Overlook	Broad St. Properties	$ 292,008							
Technology	Wireless system	$ 467,498	$ -						
AWS	AWS Turf Replacement (Summer 2025))		$ -	$ 619,894					
WHS, WMS, Overlook, VV	FMD Architects Maser Plan		$ 10,745	$ 19,955					
Linc/ Franklin / WMS /WHS	Security Cameras		$ 259,178						$ 482,504
F, L, MS	Network closet AC unit replacement			$ 50,000					
All	Battery Back up			$ 62,000					
Franklin	Chiller Replacement			$ 300,000					
F, L, MS	Replace interactive [panel (100 boards)			$ 400,000					
Valley View	Parking expansion			$ 567,141					
Franklin	Replace PA/Bells w/ audio Enhancemnt Epic				$ 120,000				
Lincoln	Replace PA/Bells w/ audio Enhancement Epic				$ 120,000				
WMS	Replace PA/Bells w/ audio Enhancement Epic				$ 280,000				
Maintenance Bldg.	Roof and vertical Walls				$ 550,000				
WMS	Roof Replacement				$ 1,700,000				
Transportation	Bus Wash Station					$ 50,000			
All	Wireless access point update					$ 500,000			
WHS	Track Stadium turf replacement						$ 550,000		
All	Phone system replacement						$ 600,000		
WHS	Track Stadium resurface track			$ 128,911				$ 120,000	
Ish, OV, V.V.	Courtyard green space solution								$ 15,600
WMS	Locker replacement								$ 110,000
WMS/ Franklin / Linc.	Elevators								$ 300,000
Overlook	Entrance Drive and Parking								$ 1,528,650
WHS/WMS Grizzly Campus	Athletic Campus								TBD
	Total	**$ 982,463**	**$ 648,880**	**$ 2,270,798**	**$ 2,800,000**	**$ 580,000**	**$ 1,180,000**	**$ 150,000**	**$ 2,436,754**

Sales Tax Expenses: Non Strategic Plan

Building	Description	Actual 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030	Wish List/ on radar
Stadium	North Building Heat		$ 59,158						
Stadium	Wifi and cameras		$ 152,536	$ 57,728					
Grizzly Academy	Renovations (REM)		$ 12,800						
All bldg's	Playground		$ -						
WHS	Enclose Extended Learning rooms		$ 15,890						
Lincoln	Chiller replacement & Rental		$ 432,370	$ 3,600					
Linc, Frank, Bus, G.A.	Roofing								$ 1,550,000
Linc, Frank, Bus, WHS	HVAC - Wright Engineering Group Report								$ 12,769,760
	Total	**$ -**	**$ 672,754**	**$ 61,328**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 14,319,760**

Appendix A

OFCC Fund Five Year Forecast

	Actual	Actual	Projected	Projected	Projected	Projected	Projected
Fiscal Year	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Revenue:							
Sales Tax + Equalization payment	$ 356,505	$ 356,505	$ 356,505	$ 356,505	$ 356,505	$ 356,505	$ 356,505
Total Revenue	$ 356,505	$ 356,505	$ 356,505	$ 356,505	$ 356,505	$ 356,505	$ 356,505
Expenses:							
HVAC Preventative Maint./Annual expenses	$ 115,980	$ 115,980	$ 142,851	$ 141,859	$ 143,282	$ 147,581	$ 154,758
Strategic Plan Expenses	$ 32,090	$ 261,216	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
Other "Maintenance" expenses	$ 44,696	$ 133,063	$ -	$ -	$ -	$ -	$ -
Total Expenses	$ 192,766	$ 510,258	$ 187,851	$ 186,859	$ 188,282	$ 192,581	$ 199,758
Revenue (+/-) Expenses	$ 163,739	$ (153,753)	$ 168,654	$ 169,646	$ 168,223	$ 163,924	$ 156,747
Beginning Balance July 1	$ 2,668,032	$ 2,831,771	$ 2,678,018	$ 2,846,672	$ 3,016,318	$ 3,184,540	$ 3,348,465
Ending Balance June 30	$ 2,831,771	$ 2,678,018	$ 2,846,672	$ 3,016,318	$ 3,184,540	$ 3,348,465	$ 3,505,211

Appendix A

OFCC Maintenance Fund Strategic Plan Worksheet

OFCC Expenses: Strategic Plan

Building	Description	Actual 2024	Actual 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
WHS/ Ish, OV, V.V.	Asphalt / Concrete	$ -	$ -	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
WHS	Reseal Terrazzo							
WHS	Security Cameras							
Ish, OV, V.V.	Security Cameras		$ 261,216					
WHS, Ish, OV, V.V.	Replacement - classroom sound systems	$ -						
WHS	Gym floor re-finish							
All	Security / Access control	$ 32,090						
	Total	$ 32,090	$ 261,216	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000

OFCC Expenses: Prev. Maint / Annual expenses

Building	Description	Actual 2024	Actual 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Overlook	Sanitary PM contract		$ -	$ 2,750	$ 2,750			$ 2,750
WHS	Café' LED Lighting							
Isham/VV/Overlook	Roof repairs		$ -					
Isham	Elevator, Generator, HVAC	$ 30,073	$ 60,097	$ 19,703	$ 19,703	$ 20,294	$ 20,903	$ 21,530
Overlook	Elevator, Generator, HVAC	$ 28,964	$ 53,244	$ 19,703	$ 19,703	$ 20,294	$ 20,903	$ 21,530
Valley view	Elevator, Generator, HVAC	$ 24,799	$ 45,865	$ 19,703	$ 19,703	$ 20,294	$ 20,903	$ 21,530
High School	Elevator, Generator, HVAC	$ 76,840	$ 84,036	$ 80,000	$ 80,000	$ 82,400	$ 84,872	$ 87,418
HS - Field House	Basketball hoop repair		$ 5,800	$ -				
Valley view	playground		$ -	$ 992				
	Total	$ 160,676	$ 249,042	$ 142,851	$ 141,859	$ 143,282	$ 147,581	$ 154,758

Ohio School Boards Association
8050 N. High Street, Suite 100
Columbus, Ohio 43235-6481
(614) 540-4000

Invoice No. **P12280**

QUESTIONS?
Business & Finance Division
(614) 540-4000
invoice@ohioschoolboards.org

1/1/2026

[redacted]

AMOUNT DUE

Wadsworth City
524 Broad Street
Wadsworth, OH 44281-2306

AMOUNT ENCLOSED

DUE DATE 1/31/2026

Please make checks payable to
OHIO SCHOOL BOARDS ASSOCIATION LEGAL ASSISTANCE FUND

	DESCRIPTION	AMOUNT
	Legal Assistance Fund	$250
_____	OSBA Legal Assistance Fund (LAF) Consultant Service Contract pursuant to R. C. Section 3313.171 (January 1 through December 31) LAF membership should be charged to Account No. 001-2310-418	

Docusign Envelope ID: C9B88CCE-D5BA-49F0-8860-B86E48C1A42B

Wadsworth
City Schools

Charles R. Parsons Administration Building

524 Broad Street, Wadsworth, Ohio 44281 Phone: 330-336-3571, Fax: 330-335-1313

December 17, 2025

Walmart Inc. and the Wadsworth City School District Board of Education agree to the following changes to the Walmart Business Terms of Use:

Walmart Inc. acknowledges the requirements of Ohio Revised Code Section 9.27. ORC 9.27 requires that no state contract for goods or services may contain provisions requiring indemnification, choice of law and jurisdiction other than Ohio, binding arbitration, autorewals, or other provisions contrary to Ohio law, and if it does, such provisions are void. Walmart further acknowledges that neither the OMNIA Agreement nor any subsequent Addendum or embedded terms may contain any provisions that are contrary to Ohio law, and any such provisions are not applicable to the Wadsworth City School District Board of Education.

For Walmart Inc.:	For the Wadsworth City School District Board of Education:
Ashley Hubka	
Printed Name	Printed Name
[redacted]	
Signature	Signature
December 18, 2025 | 17:29 CST	
Date	Date

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- COVID-19
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- Policies and Terms of Use

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Walmart Business Terms of Use

Last Updated: February 4, 2025

IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION I.25 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND THE WALMART ENTITIES (AS DEFINED BELOW) ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

I. Site, Account and Membership Terms of Use

1. Introduction

Welcome to the family of websites and applications provided by Walmart Business. These Terms of Use govern your access to and use of all Walmart Business Sites, among other things. By using the Walmart Business Sites, you affirm that you are of legal age to enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use and your parent or guardian consents to these Terms of Use on your behalf. If you violate or do not agree to these Terms of Use, then your access to and use of the Walmart business Sites is unauthorized. Additional terms and conditions apply to some services offered on the Walmart Business Sites or through other channels. Those terms and conditions can be found where the relevant service is offered on the Walmart Business Sites or otherwise and are incorporated into these Terms of Use by reference. These Terms of Use hereby incorporate by reference all Additional Terms and any additional Walmart policies that are accessible on the Site and which apply to your access to and use of Walmart Business.

Please read these Walmart Business Terms of Use (these "**Terms**") carefully. These Terms apply to Business Members (as defined in Section 4 below), holders of a Business Account (as defined in Section 3 below) and anyone else who accesses, transacts with or otherwise uses Walmart Business (as defined below). Your use of Walmart Business constitutes your consent to these Terms.

If you are a Business Member, these terms also govern your Business Membership (as defined in Section 4 below) as further set forth in Section 4 below (Membership Terms). By entering into and maintaining your Business Membership, you agree to be bound by these Terms, including Section 4 (Membership Terms).

DEFINED TERMS:

In these Terms of Use:

- When we say "**Walmart,**" we mean Walmart Inc., Walmart Business, and any affiliates, subsidiaries, directors, officers, employees and agents. We also refer to Walmart and/or Walmart Business as "**we**", "**us**", or "**our**" (or words of similar import). But when we say "**Walmart Entities,**" we mean Walmart, its suppliers, vendors, contractors, and licensors.
- When we say "**Walmart Business,**" "**Walmart Business Sites**" or "**the Site,**" we mean www.business.walmart.com, the Walmart Business Apps, and all related

functionality, (including but not limited to Chatbots and other Generative AI Features, defined in Section II.10), services, and Content offered by or for Walmart Business on or through www.business.walmart.com and the Walmart Business Apps or the systems, servers, and networks used to make the Walmart Business Sites available, as well as any additional materials, services, products or benefits we may make available to Business Members or holders of a Business Account from time to time. Certain materials, services, products or benefits may be subject to additional terms and conditions (**"Additional Terms"**), and if you use or purchase such products or services, you are agreeing to be bound by such Additional Terms of Use.

- When we say **"Walmart Business Apps,"** we mean the official "Walmart Business App" for iPhone and Android, which can be downloaded from the iTunes App Store or the Google Play Store.
- When we say **"you"** or **"your"** we mean any user of any Walmart Business Site, both you as an individual and the Eligible Organization you represent and any person who had notice of these Terms of Use.
- A few other key terms used in these Terms of Use:
  - When we say **"Chatbot,"** we mean an application feature or interface by which you are able to engage in voice or text communications that are intended to mimic human interactions and conversations, including through the use of Generative AI and third-party large language models.
  - When we say **"Content,"** we mean merchandise information, product descriptions, reviews comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, written and other materials and Inputs (as defined in Section II.10)).
  - When we say **"Generative AI,"** we mean artificial intelligence, including large language models made by us or third parties, capable of generating new text, images, or other media.
  - When we say **"Ideas,"** we mean ideas, concepts, feedback, and know-how that you make available in connection with the Walmart Business Sites.
  - When we say **"make available,"** we mean post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Walmart Business Sites administered by third-party social media platforms (e.g., Facebook or Instagram) that allow interaction with the Walmart Business Sites through the tools offered by such social media platforms. Certain materials, services, products or benefits may be subject to additional terms and conditions (**"Additional Terms"**), and if you use or purchase such products or services, you are agreeing to be bound by such Additional Terms of Use.
  - When we say **"Materials,"** we mean Content that Walmart Entities make available on or through the Walmart Business Sites and Outputs (as defined in Section II.10).

WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS: While there are important points throughout these Terms of Use, please note the warranty disclaimers and limitations on Walmart's liability explained in Sections 22 and 23, respectively.

UPDATES: We may update these Terms of Use from time to time, and will notify you of such changes by any reasonable means, including by posting revised Terms of Use through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Use incorporating such changes or otherwise notified you of such changes. You agree that it is your responsibility to check the Site regularly for any updated Terms of Use. In addition, by continuing to use or access Walmart Business or otherwise engaging with Walmart after we post any changes, you accept the updated Terms of Use. The **"Last Updated"** legend above indicates when these Terms of Use were last changed.

9/29/2025

2. Your Eligibility

You represent and warrant that your organization is a valid business entity, government entity, or non-profit organization (each, an **"Eligible Organization"**). If you are an individual, please visit Walmart.com instead. If you are uncertain whether your organization is an Eligible Organization, please contact us as described in Section 29 (Contact Us).

You also represent and warrant that you are an authorized representative of your organization and have the legal authority (as well as the legal capacity) to bind your organization when using Walmart Business, and you hereby agree to this Agreement on behalf of yourself and your organization. If you do not have such authority and capacity, you are not permitted to use or access Walmart Business and we may immediately terminate your use of and access to Walmart Business.

3. Business Accounts

3.i. Account Creation and Verification

In order to transact on Walmart Business, you must first register for an account. As part of the account registration process, you must provide us with certain required information, which may include the name of your business, address, phone number and email address, among other possible information.

You acknowledge that we may share the information you provide as part of the account registration process with our third-party service providers in order to verify your eligibility for a Business Account.

We may reject, or require that you change, any username, password or other information that you provide to us in the account registration process. We may require you to provide to us additional business information for verification or due diligence purposes ("**Additional Verification**").

After you have completed the account registration process, an account on Walmart Business will be created for you (a "**Business Account**"). If we require you to undergo Additional Verification after the creation of your Business Account, you may be able to transact on Walmart Business while such Additional Verification is in progress. However, Walmart will have the right, in our sole discretion, to suspend or terminate your Business Account, including by limiting any or all transactions on Walmart Business, until all Additional Verification is complete to our satisfaction.

3.ii. Account Security

You are solely responsible for maintaining the confidentiality and security of your Business Account, including your username and password. Walmart is not responsible for any losses arising out of the unauthorized use of your Business Account. You agree that Walmart does not have any responsibility if you lose or share access to your device. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on Walmart Business. You agree that Walmart is not a party to any such agreement, nor is Walmart responsible for the content, accuracy, or unavailability of any method used for payment. Your Business Account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law, at any time without notice to you, we may change, restrict access to, suspend, or discontinue Walmart Business or any portion of Walmart Business.

4. Membership Terms

This section includes terms specific to users who apply for, purchase or otherwise use or access (for example, through a trial) a membership offered by Walmart Business (such users, "**Business Members**" and such membership, a "**Business Membership**"). It does not apply to other users (including holders of free Business Accounts or other users of the Site).

4.i. General Membership Policies

If you already hold a valid Business Account, you may apply to become a Business Member by following the procedures described on the Site or otherwise made available to you by Walmart. If you do not already hold a valid Business Account, you must create a Business Account (including successful completion of all required verification described above) before applying for a Business Membership.

Walmart reserves the right to accept or refuse Business Membership enrollments with or without cause at any time in its sole discretion. From time to time, Walmart may choose in its sole discretion to add, remove or modify benefits available to Business Members.

You may not transfer or assign your Business Membership or any Business Membership benefits, with the exception of authorizing Additional Users of your Business Account

(pursuant to Section 5 below). You agree not to use your Business Membership on behalf of or for the benefit of any person or entity other than the organization you represent.

4.ii. Membership Period and Fees

4.ii.1. Fees and Period

The fees for Business Memberships are stated in the membership sign-up process. ~~From time to time, we may offer different terms and the fees for Business Memberships may vary.~~ The Business Membership fee is non-refundable except as expressly set forth in these Terms of Use. Sales, excise or other similar taxes may apply to the Business Membership fee. ~~Walmart reserves the right to change the fees charged for Business Memberships from time to time.~~

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The annual fee for a Business Membership covers a 12-month period.

4.ii.2. Trials

From time to time, Walmart may offer trials for Business Memberships. Such trials are limited to one per Eligible Organization. Trials may be governed by terms that are separate from or supplement these Terms of Use. If you participate in any trials, please review the applicable rules as well as our Privacy Policy.

You may cancel your Business Membership at any time during your trial. If you cancel during the trial period, you will not be able to use or access your Business Membership and will lose the benefits of the trial immediately. For clarity, even if you cancel your Business Membership during the trial period, you will still have access to your free Business Account.

4.ii.3. Payment Method

To sign up for a trial or a Business Membership, you must have at least one valid credit card, debit card, or other payment type (which Walmart may accept from time-to-time) on file at all times (a "**Payment Method**"). You can change your default Payment Method at any time. To remove all Payment Methods, you must cancel your Business Membership. Walmart reserves the right to determine which Payment Methods it elects to accept.

4.ii.4. Payment Resubmittals

If all Payment Methods we have on file for you are declined for payment of the applicable fee, you agree that we may resubmit the applicable fee for payment to your issuing bank(s). Any resubmittal attempts will be made first to your default Payment Method, and then to other Payment Methods you have on file. Once payment is authorized by an issuing bank on a Payment Method on file, all other resubmittals will be discontinued. If, after all resubmittals, payment is still not authorized by your issuing bank(s), your Business Membership will be automatically cancelled, and your benefits will end. You may have the ability to sign up for a Business Membership thereafter through your Business Account. Your new term will be based on the date that you sign up.

4.iii. Membership Renewal and Cancellation

4.iii.1. Auto-Renewal

BUSINESS MEMBERSHIPS ARE FOR A ONE-YEAR TERM. FOLLOWING ANY APPLICABLE FREE TRIAL PERIOD, YOU WILL BE CHARGED IMMEDIATELY FOR THE INITIAL ONE-YEAR TERM. FOLLOWING THE INITIAL ONE-YEAR TERM, YOUR BUSINESS MEMBERSHIP SUBSCRIPTION WILL AUTOMATICALLY RENEW, AND WE WILL CHARGE ANY **PAYMENT METHOD** WE HAVE ON FILE FOR YOU FOR AN ADDITIONAL ONE-YEAR TERM AT THE FEE(S) THEN IN EFFECT PLUS ANY APPLICABLE TAXES. THEREAFTER, WE WILL CONTINUE TO AUTOMATICALLY RENEW YOUR TERM ON A RECURRING BASIS, AND UPON SUCH RENEWAL CHARGE ANY PAYMNET METHOD WE HAVE ON FILE FOR YOU FOR THE FEE(S) THEN IN EFFECT PLUS ANY APPLICABLE TAXES, WITHOUT FURTHER NOTICE TO YOU (EXCEPT TO THE EXTENT THAT NOTICE IS REQUIRED BY APPLICABLE LAW) UNLESS AND UNTIL YOU CANCEL YOUR BUSINESS MEMBERSHIP BY FOLLOWING THE BUSINESS MEMBERSHIP CANCELLATION PROCESS DESCRIBED BELOW. To avoid being charged for a new term, you must cancel your membership subscription before the end of the current term. If you cancel, you can continue to use or access your Business Membership until the end of your term (for clarity, the foregoing does not apply if you are accessing your Business Membership through a trial and cancel during the trial period).

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4.iii.2. Cancellation Procedure

You may cancel your Business Membership by calling Walmart Business Customer Care (833) 707-1245, through your Business Account or online as otherwise described on the Site. There are no refunds for Business Membership fees paid, except as expressly provided in these Terms of Use. If you cancel, you can continue to use and access your Business Membership until the end of your then-current active term. Your Business Membership will then convert into a free Business Account.

Walmart may terminate your Business Membership ~~at our discretion without notice or liability to you.~~ If we do so, we will give you a full refund for any term that has not yet expired. However, we will not give any refund for termination related to conduct that we determine, at our discretion, violates these Terms of Use or any applicable law, involves fraud, abuse or other misuse of the Business Membership or any of its benefits, or in our sole discretion is harmful to our interests or those of another user.

4.iv. Membership Benefits

4.iv.1. Walmart Business Rewards

Please see the Walmart Business Rewards Program Terms in Section II(3) below for additional terms and conditions governing the rewards program for Business Members. Not all Business Membership Plans are eligible for Walmart Business Rewards.

4.iv.2. Free Shipping

The free shipping and no order minimum benefits provided to Business Members are dependent upon inventory availability, available delivery time slots and, in some cases, the delivery address. Delivery addresses eligible for free delivery may change from time-to-time, without notice to you. Free shipping is limited to items sold by Walmart Business or shipped by Walmart Business, through Business.Walmart.com or the Walmart Business App. It is not available for items sold and shipped by Marketplace Retailers. Walmart may exclude certain Products (as defined below) from these benefits at our sole discretion. For more information about the details of the free shipping and no order minimum benefits provided to Business Members, please see the FAQ available at here.

4.iv.3 Mobile Scan and Go App

The Walmart Business mobile scan & go app ("SNG App") is designed to allow select customers to use their mobile devices in participating Walmart stores to scan items for purchase into a digital cart, and then to authorize payment for that cart. Any use of the SNG App is subject to the following additional terms:

- Accessing and Using the SNG App
  - You agree to accurately scan the barcode for all products you wish to purchase, before checkout, when using the SNG App, and to pay for all products you obtain from any Walmart store. If you are unable to scan any products for any reason (including due to lack of connectivity with your mobile service), you must consult with a Walmart associate to make sure all items are either reflected in your digital cart before checkout, or are reflected on your physical or digital receipt after checkout.
  - Upon scanning the relevant barcode for a product, that product will appear in your digital cart on your mobile device, along with the price for that product. Upon scanning certain products, like some fruits and vegetables, your digital cart will only reflect an estimated price for the product. The price for such products will be finalized as part of the exit and payment process, where you will be asked to weigh or provide the item count for the product. As a result, the total payment amount reflected for your digital cart may change.
  - You agree that Walmart may review the products in your possession and/or your receipt or proof of purchase on your mobile device at any time (sometimes referred to as an "item check"), and that Walmart can require that any products be re-scanned or removed from your physical and/or digital cart, and that any product price or digital cart total be re-calculated. In the event you and any Walmart associate calculate different totals for your purchase, the calculation confirmed by the Walmart associate will be the amount payable by you.
  - In order to finalize your purchase and exit the store, before leaving the store, you are required and agree: (i) to proceed to any available self-checkout register, and then, in the SNG App, pair your mobile device with the self-checkout register by scanning the QR code displayed on the screen; (ii) after

pairing your mobile device with a self-checkout register, to follow the instructions provided to you within the SNG App, which may include, among other things, weighing certain fruits and vegetables, providing proof of age in order to purchase age-restricted items, or submitting to an item check; and (iii) upon completion of all instructions in the SNG App, to select your preferred payment method and click the "Pay now" button on the "Checkout" page of the SNG App. Upon completing this process, your transaction will be complete, a digital receipt of the transaction will be rendered to you within the SNG App (or, in some cases, a physical receipt may be rendered to you from the self-checkout register), and you may exit the store.

- By selecting your preferred payment method and clicking "Pay now" on the "Checkout" page of the SNG App, you acknowledge and agree that we may proceed to finalize your payment transaction with your card issuer in the total amount of your digital cart.
- In some Walmart locations where a self-checkout register is not currently enabled, or in other select circumstances, you may be required to complete a "digital cart transfer", which transfers products scanned into your digital cart over to a self-checkout register or to a staffed register, where your transaction will be completed in the traditional manner (but without having to re-scan all of your items again at the register).
- Subject to the laws of the jurisdiction of the store location in which you are shopping, the SNG App may allow you to scan certain age-restricted items, like alcohol, into your digital cart. By using the SNG App to scan such items into your digital cart, you represent that you meet the age requirements necessary to purchase such items, and acknowledge that you will be required to verify your identity and age with a Walmart associate, using appropriate credentials, when you complete the checkout process at the self-checkout register. If, upon age verification, it is determined by a Walmart associate that you do not meet the minimum age required to purchase those items, you will not be allowed to complete the purchase of those items. You agree to fully cooperate with any Walmart associates during your use of the SNG App, including by providing any identification or verification required for the purchase of certain products.
- Walmart may alter, suspend, or terminate use of the SNG App at any time at its discretion without notice to you.
- For certain large SNG App purchases, you will be asked to confirm your payment method and identity with a Walmart associate located at the store exit by presenting the credit card used for the transaction and a government-issued photo identification. If you are unable or unwilling to do so, you must pay for your purchase using traditional check-out methods. Please consult your local Walmart store for further details.
- We may elect to make certain items in our stores ineligible for purchase through the SNG App at any time, in our sole discretion, with no prior notice to you (for example, firearms, ammunition, alcohol, tobacco, gift cards that are not pre-activated, tires, car batteries, hearing center items, R-rated movies and games, prescriptions and some harsh chemicals).

- **License Grant and Use Restrictions**
  - The SNG App, including software embedded in the SNG App, is licensed, not sold, to you by Walmart only under these Terms of Use, and Walmart reserves all rights not expressly granted to you.
  - Walmart does not own the media or device on which the SNG App is recorded or stored, but Walmart and its licensors retain ownership of the SNG App itself.
  - The SNG App is available only for supported devices, and is not available for all devices. Please check to determine whether a specific device-software combination is supported by the SNG App. You may not use the SNG App on devices that are not supported.
  - You may not distribute or make the SNG App available over a network where it could be used by multiple devices at the same time. You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the SNG App available.
  - With respect to updates to the SNG App that Walmart may make available for download, these Terms of Use allow you to download such SNG App updates to update or restore the SNG App on any supported device.

5. Additional Users

As either a Business Member or a holder of a free Business Account, you may authorize other members of your organization to create Walmart Business accounts that are associated with your Business Membership or free Business Account ("**Additional Users**"). As part of the creation of such Additional User accounts, Walmart may require that you, or your Additional Users, provide additional required information.

You are responsible for, and will be liable for, all acts and omissions that occur under your Business Membership or free Business Account, including those of all of your Additional Users. You are solely responsible for ensuring that all of your Additional Users comply with these Terms of Use.

If you are an Additional User, you acknowledge and agree that the Business Member who has authorized your use of Walmart Business will be able to view certain information regarding your use of Walmart Business, including your transaction history.

6. Tax Exempt Purchasers

To obtain tax-exempt purchasing privileges for purchases on Walmart Business, you must follow the tax-exempt registration procedure as described on the Site. As part of this process, you may be required to provide additional information to Walmart to confirm your tax-exempt status (for example, a valid state tax-exempt number).

You represent and warrant that any information you provide to Walmart as part of the tax-exempt registration process is valid, accurate, and complete. You will promptly notify Walmart of any updates or changes to your tax-exempt status and will promptly provide Walmart with any updated information or documentation. If you purchase any products or services for a tax-exempt purpose and use those products or services for any other purpose, you will report and pay all taxes required under applicable law. If you are a tax-exempt organization, all tax-exempt purchases must be used exclusively by your organization for tax-exempt purposes only. You will comply with all other applicable requirements for tax-exempt purchases under applicable law.

~~You will hold Walmart harmless from and will indemnify Walmart against any claim, loss or expense occurring from any failure to comply with your resale permits or any other tax-exempt requirements, and your exemption will be subject to immediate cancellation.~~

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You further agree that if you do not use the products or services purchased with your tax-exempt account for the purpose for which your tax exemption applies, you will report and pay sales and use taxes directly to the state relating to the products or services to the extent required by law. In order to qualify for exemption, you may be required by law to pay us using your organization's payment method (e.g., a company credit card) and not a personal payment method (e.g., a personal credit card). To the extent you have a Business Account, you acknowledge that if you, or any business user accounts associated with your Business Account, make tax exempt purchases with a tax exemption certificate associated with the Business Account, that those purchases are made with the tax-exempt organization's funds. You will comply with such requirement to the extent required by law.

7. Use of the Site

Subject to your compliance with this Agreement, and solely for so long as you are permitted by Walmart to use the Site, Walmart hereby grants to you and your Additional Users a non-sublicensable, revocable, limited right and license to view one (1) copy of any portion of the Site to which we provide you access under this Agreement, solely for your internal business purposes.

You certify that the Content you provide on or through Walmart Business is accurate and that the information you provide on or through Walmart Business is complete.

In connection with Walmart Business, you will not:

- Make available any Content through or in connection with Walmart Business that is or may be in violation of the content guidelines set forth in Section 8(iii) (Prohibited Content) below.
- Make available through or in connection with Walmart Business any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful, invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
- Use or access Walmart Business for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of Walmart Business.

- Interfere with or disrupt the operation of Walmart Business or the systems, servers, or networks used to make Walmart Business available, including by hacking or defacing any portion of Walmart Business; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using Walmart Business.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) Walmart Business except as expressly authorized in these Terms of Use, without Walmart's express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of Walmart Business, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from Walmart Business.
- Frame or mirror any portion of Walmart Business, or otherwise incorporate any portion of Walmart Business into any product or service, unless you obtain Walmart's express prior written consent to do so.
- Systematically download and store any Walmart Materials.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine", or otherwise gather any Walmart Materials, to reproduce or circumvent the navigational structure or presentation of the Site, or to make automated purchases from the Site without Walmart's express prior written consent.
- Cause injury to any person or entity.
- Violate any law, rule, or regulation or these Terms of Use.

You will not use Walmart Business or Walmart's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Walmart trademark, logo, URL, or product name without Walmart's written consent.

You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section 7, or attempt, permit, encourage, assist, or allow any other violation of these Terms of Use.

8. Content and Ideas

8.i. Submitting Content and Ideas

Walmart provides functionality that enables users to make available ideas, concepts, feedback and know-how (collectively, **"Ideas"**) and Content in connection with their use of Walmart Business. Any text in Content should be written in English. You acknowledge and agree that you are responsible for all Content and Ideas you make available in connection with Walmart Business. You represent and warrant that (1) you have the authority to grant the rights in such Content and Ideas as set forth in these Terms of Use, including in Section 8(ii) (Walmart's Rights to Use Content and Ideas) below; and (2) such Content and Ideas, and the use of such Content and Ideas, will not violate any term of these Terms of Use. This means you will be responsible for the legality, the accuracy, the appropriateness, the originality and your rights in any such Content and Ideas.

8.ii. Walmart's Rights to Use Content and Ideas

You grant to Walmart a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) any Content that you make available, in any media or medium, and in any form, format, or forum now known or hereafter developed. You further agree that Walmart is free to use any Ideas for any purpose. Walmart may sublicense its rights in Content and Ideas through multiple tiers of sublicenses. Walmart is, and will be, under no obligation (1) to maintain any Content or Idea in confidence; (2) to pay any compensation for any Content or Idea; or (3) to respond to any Content or Idea. You grant to Walmart the right to use any name associated with any Content or Idea that you make available to Walmart, although Walmart has no obligation to exercise such right, or to otherwise provide any attribution for any Content or Idea.

8.iii. Prohibited Content

You agree that you will not make available Content in connection with Walmart Business that:

- is false, fraudulent, inaccurate, or misleading;
- contains your full name(s), or any other confidential personally identifiable information of yourself or others;
- violates any local, state, federal, or international laws or is otherwise tortious;
- is protected by or would infringe on the rights of others (including Walmart), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Walmart in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Walmart;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Walmart, its related entities, employees, and agents;
- violates any policy posted on Walmart Business; or
- is intended to cause harm, damage, disable, or otherwise interfere with Walmart Business or our partners.

9. Monitoring by Walmart

Walmart will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to Walmart Business, including to determine compliance with these Terms of Use and any other operating rules that may be established by Walmart from time to time. Walmart will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through Walmart Business for any reason, including violation of these Terms of Use, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available~~, and you agree to indemnify Walmart for all claims resulting from any Content you make available.~~

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10. Materials Available on Walmart Business

Walmart and its suppliers and licensors **(Walmart Entities)** may make available Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Walmart Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error on the Site, you can let us know by contacting us at https://business.walmart.com/help.

NOMATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE WALMART ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

11. Merchandise

Walmart Business may make available listings, descriptions, and images of goods and services (collectively, **"Products"**). Such products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Site). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

We sell Products for children's use; however, these Products are intended for sale to adults.

Walmart has no liability to you for content on the Walmart Sites that you find to be offensive, indecent, or objectionable. Certain videos, movies, TV programs, video games, computer games, and other Products are labeled with age restrictions or are intended for individuals of certain ages or "mature audiences" only. By ordering an age-restricted item, you certify that you satisfy the age restrictions.

Walmart is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Walmart Entity, Marketplace Retailer (as defined in section II (5) below), our advertisers or other third parties to whose sites we link. While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on Walmart Business, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding Products that are not eligible for return), in accordance the Walmart Business return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

12. Third Party Sites

Except as expressly specified otherwise by Walmart in writing, to you or on the Site, references on Walmart Business to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Walmart is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which Walmart Business operates or otherwise interact, nor is Walmart responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

13. Placing an Order

13.i. Order Acceptance and Billing

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through your Business Account or Business Membership, including on Walmart Business affiliated sites and properties which you access via your Business Account credentials. Walmart participates in account update services offered by some banks. If your bank participates in account updater services, these services will automatically update your card number or expiration date in our system when it changes. If you do not want to have your cards automatically updated, you can opt out of these services by contacting your issuing bank. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Before accepting an order, we may also request additional information from you. Verification of information may be required before the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is

required to accept your order. Walmart may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes and fees. You will not be charged for most orders until the order has shipped. Some exceptions (when you will be charged at the time your order is placed) are: (i) orders or preorders paid for with a Gift Card, eGift Card, or PayPal account; and (ii) orders paid using the in-store "Cash" payment method, if available.

Walmart reserves the right, including without prior notice, to limit the quantity of items purchased per Business Account, Business Membership or per order for any reason. We will attempt to notify you should such limits be applied. Certain Products offered for sale on Walmart Business may have restrictions on the quantity that can be ordered per Business Account or Business Membership. You are not permitted to attempt to circumvent these restrictions, and any attempt to do so will be deemed a violation of these Terms of Use. Walmart Business reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, "reselling" will be defined as purchasing or intending to purchase any Product from Walmart for the purpose of engaging in a commercial sale of the same Product to a third party.

In addition to any other remedies available to it, Walmart may in its sole discretion restrict or terminate your Business Account or Business Membership or cancel or refuse orders for violations or abuse of the Walmart Business returns policy.

13.ii. Pricing Information; Availability; Special Orders

Walmart cannot confirm the price or availability of an item until after your order is placed. Pricing or availability errors may occur on Walmart Business. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product. Walmart reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Walmart.

With respect to orders designated as "special orders" or a similar designation, (a) Walmart reserves the right, at its sole discretion, to refuse or cancel such orders for any reason, even after your receipt of an order confirmation or shipping notice from Walmart; and (b) you may not be able to cancel such orders after placement, even before your receipt of an order confirmation or shipping notice from Walmart.

Walmart may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

Pricing for products on Walmart Business may be different from prices available in Walmart stores or on Walmart.com.

13.iii. Promotional Codes

Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

13.iv. Gift Cards

The risk of loss and title to any gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable. Your purchase and use of gift cards is subject to the full terms and conditions related to gift cards, available at https://business.walmart.com/help/article/gift-card-terms-and-conditions/e949c6cb64354a779868406c7b5033d8.

14. Shipping and Delivery

Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on Walmart

Business. All transactions are made pursuant to a shipping contract, and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier and/or freight forwarder.

At our sole discretion, Walmart Business reserves the right to prohibit the use of Walmart Business (whether through a Business Account or Business Membership) to ship any Products to your own customers or any third parties.

Delivery of Products purchased from Walmart Business to addresses outside the United States is limited and may not be available. Some Products also have restricted delivery within the United States. Some Products may be available for pick up at physical Walmart store locations. Estimated delivery times are determined based on the method of shipping chosen when Products are purchased and the destination of the Products.

15. Returns

Your purchases from Walmart through Walmart Business are governed by the Walmart Business Standard Return Policy. Certain Products may have their own return policy as set forth on the Site, which may be separate from or supplement the standard return policy.

16. Trade Control Laws

You acknowledge that (a) goods licensed or sold on Walmart Business, and (b) any software or technology purchased, downloaded, or used from Walmart Business, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that neither any Materials nor the Walmart Business App will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively **"Transferred"**) to any territory (or national resident thereof), person, entity, or organization to which such Materials or the Walmart Business App could not be lawfully Transferred directly from the U.S. or by a U.S. person without a license, including without limitation to any person on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List.

You will, and will cause your subsidiaries and affiliates to, comply with all applicable U.S. export and import control laws and economic sanctions laws and regulations (including those laws under the authority of U.S. Departments of Commerce (Bureau of Industry and Security) codified at 15 C.F.R. Parts 700-799; Homeland Security (Customs and Border Protection) codified at 19 C.F.R. Parts 1-199; State (Directorate of Defense Trade Controls) codified at 22 C.F.R. Parts 103, 120-130; and Treasury (Office of Foreign Assets Control) codified at 31 C.F.R. Parts 500-599) and all comparable export and import laws outside the United States where you or your subsidiaries and affiliates conduct business (collectively, **"Trade Control Laws"**). You will establish and maintain internal controls, policies and procedures intended to provide reasonable assurance regarding compliance with all applicable Trade Control Laws.

None of you nor any of your subsidiaries or affiliates, is or is owned or controlled by, (x) any governmental entity subject to sanctions under applicable Trade Control Laws, including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine, or any other country or territory subject to comprehensive territorial sanctions by the United States or United Nations (**"Sanctioned Countries"**) or (y) individuals or entities identified on, or owned or controlled by or acting on behalf of entities identified on, applicable government restricted party lists (such as the List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Denied Persons List, Unverified List, and Entity List) (collectively, **"Restricted Parties"**). None of you nor any of your subsidiaries or affiliates, will engage in or facilitate any activities with Sanctioned Countries or Restricted Parties.

None of you nor any of your subsidiaries or affiliates will (x) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Trade Control Laws (including but not limited to nuclear, missiles, chemical or biological weapons end-uses) or (y) export, re-export, store, host or otherwise transfer your data (or data licensed to you), information, services or other activities subject to any applicable export licensing requirement or authorization under Trade Control Laws without obtaining the appropriate export license or authorization, and will at all times comply with the terms and conditions of such export licenses and authorizations. Upon

the request of Walmart, you will notify Walmart of the applicable export control classifications applicable to your products, software and technology, and any export licenses or authorizations.

You will be solely responsible for compliance with all applicable Trade Control Laws related to your use of Walmart Business or Materials. You acknowledge that Walmart Business Products and Materials are subject to the Export Administration Regulations ("EAR"), and you expressly assume all responsibility for exporting Products and/or Materials outside of the U.S. You further certify that you will comply with all applicable U.S. laws and regulations when exporting, re-exporting, or transferring Walmart Business Products and/or Materials, including, but not limited to, those referenced in this Section 16.

17. Intellectual Property

Walmart Business and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights therein (collectively, the **"IP"**), are owned or controlled by or licensed to Walmart, and are protected by U.S. and international trademark, copyright, and other intellectual property laws. Materials are licensed (not sold) to end users. Subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use or access Walmart Business, you may access, view, download, and print Materials for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Materials; (2) do not modify or alter Materials in any way; and (3) do not provide or make available Materials to any third party in a commercial manner. In addition, subject to your compliance with these Terms of Use, you may, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, install and use the Walmart Business App on a mobile device that you own or control, solely for your internal business purposes. If you fail to comply with any of the terms and conditions of these Terms of Use, you must immediately cease using the Walmart Business App and remove (i.e., uninstall and delete) the Walmart Business App from your device(s).

No license, right, title, or interest in Walmart Business or any Materials is transferred to you as a result of your use of Walmart Business or your accessing, viewing, downloading, or printing of Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of Materials or Walmart Business. Walmart Business and the Materials may be used only as a business shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of Walmart Business and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of Walmart Business and Materials is the exclusive property of Walmart and is also protected by U.S. and international copyright laws.

WALMART, WAL-MART, WALMART BUSINESS, the WALMARTBUSINESS.COM names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through Walmart Business are trademarks or trade dress of Walmart in the U.S. and other countries. All other marks are the property of their respective companies.

18. Procedure for Making a Claim of Copyright Infringement

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Walmart Business Sites in a way that constitutes copyright infringement, please see our DMCA Procedure (available at https://business.walmart.com/help/article/claims-of-intellectual-property-infringement/55e783fa57194338867da88217fbde6d) for instructions on how to contact us to report possible copyright infringement.

19. Privacy

You acknowledge that any personal information that you provide through Walmart Business will be used by Walmart in accordance with Walmart's Privacy Policy (available at http://corporate.walmart.com/privacy-security/walmart-privacy-policy) or with other applicable Walmart privacy policies (available at https://corporate.walmart.com/privacy-security), ~~all of which may be updated by Walmart from time to time.~~ If you purchase an item on Walmart Business sold by a Marketplace Retailer or a Walmart supplier, Walmart may share certain information with that Marketplace Retailer or supplier to permit the

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Marketplace Retailer or supplier, as applicable, to fulfill and ship your order, process returns, and provide customer service.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to Walmart and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See the Walmart Privacy Policy for how Walmart treats your data.

20. Third-Party Software and Licensing Notices

Walmart Business may include certain third-party technologies and open source materials (collectively, **"Third-Party Technology"**). Your use of such Third-Party Technology is subject to these Terms of Use, as well as well the applicable terms and conditions of such third parties, set forth at https://business.walmart.com/help/article/third-party-software-and-licensing-notices/f9f11cf125bb4001b324311f7d573839 which is incorporated in these Terms of Use by reference.

21. Promotions

Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, **"Promotions"**) made available through Walmart Business may be governed by rules that are separate from or supplement these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

22. Disclaimer of Warranties

WALMART BUSINESS, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH WALMART BUSINESS, AND/OR WALMART STORE LOCATIONS, ARE PROVIDED BY WALMART ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WALMART ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF WALMART BUSINESS OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WALMART ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE WALMART ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, FOR ANY MERCHANDISE OFFERED. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF WALMART BUSINESS IS AT YOUR SOLE RISK. THIS SECTION 22 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY WALMART TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF WALMART BUSINESS AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF WALMART BUSINESS MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WALMART ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM WALMART BUSINESS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

Walmart may make available features through Walmart Business designed to help you control or limit purchasing activity (including purchases by Additional Users) or to analyze your purchasing activity. These features are provided for your convenience, but may not always be accurate, and do not limit your responsibility to pay for all purchases made by you and your Additional Users (including purchases that exceed any controls or limits that you set).

23. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WALMART ENTITIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES ~~OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF A WALMART ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.~~ TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THE COLLECTIVE LIABILITY OF ALL WALMART ENTITIES, IN THE AGGREGATE, FOR ANY DAMAGES WILL NOT EXCEED THE GREATER OF (1) THE MOST RECENT SUBSCRIPTION FEE PAID BY YOU TO WALMART FOR YOUR BUSINESS MEMBERSHIP OR (2) $100.

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YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, ~~OR ILLEGAL~~ CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF WALMART BUSINESS.

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24. Indemnification

You agree to defend (at Walmart's option), indemnify, and hold the Walmart Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of Walmart Business or any breach by you of these Terms of Use. Walmart reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Walmart if and as requested by Walmart in the defense and settlement of such matter.

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25. Disputes, Arbitration, Class Action Waiver, Severability, Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

25.i. Arbitration Agreement

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, YOU AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND WALMART, INCLUDING ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY WALMART OR THE WALMART ENTITIES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND WALMART AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. This paragraph may be referred to as the "Arbitration Agreement" in these Terms of Use.

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25.ii. Class Action and Mass Action Waiver

YOU AND WALMART AGREE THAT ANY ARBITRATION REQUIRED BY THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. You and Walmart each agree to waive the right to have any dispute or claim subject to the Arbitration Agreement brought, heard, administered, resolved, or arbitrated as a class arbitration, class action, collective action, or Mass Action to the maximum extent permitted by law. "Mass Action" means a situation in which a party is represented by a law firm or other representative, or a collection of law firms or other representatives, that has initiated more than one hundred (100) arbitration Demands with common questions of law or fact against Walmart within 180 days of initiating your arbitration Demand. This

paragraph may be referred to as the "Class Action and Mass Action Waiver" in these Terms of Use. Nothing in these Terms of Use precludes you from bringing issues to the attention of federal, state, or local government agencies and, if the applicable law allows, such agencies may seek relief against Walmart for you.

25.iii. Initiating a Demand for Arbitration.

Any arbitration required by the Arbitration Agreement shall be initiated by You or Walmart by sending the other a written demand for arbitration ("Demand") only via first-class mail, FedEx, or UPS within the statute of limitations period. Your Demand shall be delivered to: Walmart Inc. Legal Department, 702 SW 8th Street, Mailstop 0215, Bentonville, AR 72716. The Demand must include (i) the name, telephone number, mailing address, and email address of the person or entity seeking arbitration; (ii) a statement of the legal claims asserted and the factual basis for those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy; (iv) the original personal signature on behalf of the party seeking arbitration; and (v) the original personal signature of any legal counsel or other representative purporting to represent the party seeking arbitration. For purposes of this paragraph, "original personal signature" does not include any digital, scanned, electronic, copied, or facsimile signature. An original personal signature on the Demand certifies the following: (i) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The original personal signature on behalf of the party seeking arbitration shall verify under penalty of perjury that the factual statements contained in the Demand are true and correct. Compliance with this paragraph tolls any applicable statute of limitations as to any dispute or claim subject to the Arbitration Agreement that is stated in the Demand.

25.iv Filing a Demand for Arbitration.

A party seeking arbitration of any dispute or claim subject to the Arbitration Agreement shall submit a copy of the Demand to the American Arbitration Association ("AAA") sixty (60) or more days after the Demand is initiated pursuant to Section 25.iii of these Terms of Use. The arbitration will be administered by the AAA pursuant to the current AAA Commercial Arbitration Rules, except to the extent modified by these Terms of Use. The AAA rules and instructions are available on the AAA website at www.adr.org/commercial.

25.v. Conduct of Arbitration.

In any arbitration of a dispute or claim that is subject to the Arbitration Agreement:

a. You or Walmart may file such dispositive motions as would be permitted by the Federal Rules of Civil Procedure without obtaining permission from the arbitrator. Upon the filing of any dispositive motion, the arbitrator may stay all further action and deadlines in the arbitration until deciding such motion.
b. The parties shall have the right to conduct such discovery from the opposing party or any third party that is proportional to the needs of the claim or dispute, considering the importance of the issues at stake, the amount in controversy, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Proportionality shall be decided by the arbitrator when requested by either party.
c. The arbitrator shall conduct any calls, conferences, or hearings by teleconference or videoconference, unless the arbitrator determines that an in-person hearing is appropriate. Any in-person hearing will be held at a location that is reasonably convenient. You and an employee of Walmart shall attend all arbitrator calls, conferences, and hearings.
d. A party may make a written offer of judgment at least seven (7) days before the date set for the arbitration hearing.
e. If the arbitrator finds that a party's claim, counterclaim, or appeal was frivolous, asserted in bad faith, or pursued for purposes of harassment, the arbitrator shall award the opposing party its attorneys' fees, costs, and expenses and all amounts charged by AAA for the arbitration.
f. The arbitrator will follow these Terms of Use and the law. The arbitrator shall not have the authority to commit errors of law or legal reasoning. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party's claim. The

arbitrator may not award relief for or against anyone who is not a party, though the individual relief awarded by the arbitrator may incidentally affect non-parties.

g. You or Walmart may appeal an arbitration award that manifestly disregards the law by filing a notice of appeal with the AAA within 30 days after an award is rendered and delivered to the parties. The AAA Appellate Arbitration Rules shall governed to the extent not inconsistent with these Terms of Use.

25.vi. Process for Arbitration Bellwether Demands.

If twenty-five (25) or more Demands for arbitration of a dispute or claim subject to the Arbitration Agreement are initiated (i) that involve common questions of law or fact and (ii) where the initiating parties are represented by the same law firm, the same group of coordinated law firms, or the same representative, then such Demands shall be coordinated pursuant to this paragraph. The group of claimants and group of respondents shall each select five (5) Demands, for a total of ten (10), to be filed with AAA (collectively the "Bellwether Demands"). Each of the Bellwether Demands shall be assigned by AAA to a different arbitrator chosen from its national roster. After ninety (90) days from the date all Bellwether Demands have been arbitrated and any appeals exhausted, any remaining Demands subject to this paragraph may be filed with AAA. The AAA Supplementary Rules for Multiple Case Filings shall apply to the extent they are not inconsistent with this paragraph. Notwithstanding any other provision in the Terms of Use, You and Walmart agree that a court of competent jurisdiction shall have authority to enforce the terms of this paragraph with injunctive or other relief.

25.vii. Severability.

If (i) any dispute or claim subject to the Arbitration Agreement is filed as a class arbitration, class action, collective action, representative action, or Mass Action and (ii) if the Class Action and Mass Action Waiver is held invalid or unenforceable as to such dispute or claim, then the Arbitration Agreement does not apply to that dispute or claim and such dispute or claim must be brought in a court of competent jurisdiction. If any provision of Section 25 other than the Class Action and Mass Action Waiver is held invalid or unenforceable as to a particular dispute or claim, then such provision shall be severed from the Terms of Use, and the remainder of the Terms of Use shall be enforceable to the maximum extent permitted by law.

25.viii. Applicable Law.

The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of Section 25 of these Terms of Use. If the FAA is found not to apply to any portion of Section 25 of these Terms of Use, then the applicable laws of the State of Delaware shall apply without regard to choice-of-law principles.

26. Termination

These Terms of Use are effective unless and until terminated by either you or Walmart. You may terminate these Terms of Use at any time, provided that you discontinue any further use of Walmart Business. However, if you are a Business Member, your right to terminate is subject to all applicable policies (including those related to cancellation and refunds) for Business Members in Section 4 (Membership Terms) above. We also may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to Walmart Business, if ~~in our sole discretion~~ you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Walmart, you must promptly uninstall and delete the Walmart Business App from your devices and must promptly destroy all Materials and other Content downloaded or otherwise obtained from Walmart Business, as well as all copies of such Content, whether made under these Terms of Use or otherwise. The following sections will survive any termination of these Terms of Use: "Use of the Sites," "Content and Ideas," "Monitoring by Walmart," "Materials Available on Walmart Business," "Merchandise," "Third Party Sites," "Placing an Order," "Shipping and Delivery," "Export Policy," "Intellectual Property" (excluding the rights granted to you in that Section), "Privacy," "Third-Party Software and Licensing Notices," ~~"Indemnification,"~~ "Termination," "Disclaimer of Warranties," "Limitation of Liability," ~~"Disputes and Arbitration; Applicable Law;"~~ and "General".

27. Government Business Members

For purpose of these Terms of Use, Walmart is not a U.S. federal government contractor or subcontractor, nor a U.S. federal grant recipient or subrecipient. No Business Member shall impose any statutory, regulatory, or contractual obligation on Walmart that would

cause Walmart to become a U.S. federal government contractor or subcontractor, or a U.S. federal grant recipient or subrecipient in connection with these Terms of Use.

Suppliers, third-party sellers, and service providers for Walmart shall not be considered government contractors or subcontractors in connection with these Terms of Use. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of third-party listings, descriptions, or images (including any features, specifications, and prices contained on the Site). Walmart is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Walmart Entity, Marketplace Retailer (as defined in section II (5) below), our advertisers or other third parties to whose sites we link. While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on Walmart Business, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding Products that are not eligible for return), in accordance the Walmart Business return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

If you are a government entity these Terms of Use – including Sections I.4.iii.1 (AutoRenewal), I.23 (Limitation of Liability), I.24 (Indemnification), I.25 (Disputes, Arbitration, Class Action Waiver, Severability, and Applicable Law), and I.26 (Termination) – apply only to the extent consistent with applicable law. Walmart specifically agrees to apply the applicable federal, state or local law to any disputes with government entity Business Members.

28. General

These Terms of Use represent the complete agreement and understanding between you and Walmart and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Walmart. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. Except as provided in Section 25 above, if any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. Except as provided in Section 25 above, these Terms of Use shall be interpreted and governed by the applicable laws of the State of ~~Arkansas~~ Ohio without regard to choice-of-law principles. The failure of Walmart to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Walmart's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under will Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use will be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to this these Terms of Use) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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29. How to Contact Us

If you have any questions or comments, please contact us at https://business.walmart.com/help, or by mail at the following address: Walmart Business, 702 S.W. 8th Street, Bentonville, AR 72716 or by phone at (833) 707-1245. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by

mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

II. Additional Terms

1. Walmart Pickup and Delivery

Walmart Business may offer pickup services ("**Walmart Pickup**") to certain Business Members and Business Account holders at select Walmart retail stores. Walmart Pickup allows you to order on the Site and pick up your goods at select Walmart retail stores. Your participation is subject to these Walmart Pickup Additional Terms as well as the Walmart Business Terms of Use and other Walmart rules and policies that may be applicable. By participating in Walmart Pickup, you acknowledge that you have read these Walmart Pickup Additional Terms, understand them and agree to be bound by them. ~~Walmart may amend these Walmart Pickup Additional Terms from time to time without notice.~~

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Walmart reserves the right to limit the availability of Walmart Pickup and reserves the right to charge a restocking fee for orders not picked up on time or not picked up.

– what is this for exactly?

Not all items are eligible for Walmart Pickup.

Merchandise is subject to availability and to the Walmart Business Terms of Use. If the item you requested is not available, you will not be charged for that item. Select items require proof of age.

i.Orders

- Once you have placed an order for Walmart Pickup and delivery, we will send you an order acknowledgment by email setting out what you have ordered. This is not an order confirmation or acceptance from us.
- There may be a minimum order value, which may change from time to time. In addition to the price of goods, a delivery charge as shown at checkout, if applicable, will also be payable by you. All prices quoted are exclusive of tax and you will see estimated taxes and fees when you place the order. The final taxes and fees will be calculated on the day your order is picked and delivered, or picked up, as applicable. In the event your order must be fulfilled using products of different weight or volume than what you ordered, you will be charged only for the actual weight or volume delivered.
- Due to shipment and delivery times, there are limitations on when changes or cancellations to orders can be made. These limitations will be provided when you place your order. For Pickup and delivery orders that are delivered to you, title to the goods purchased by you and the related risk of loss on these items passes to you upon delivery of the items to the carrier.
- We may, in our discretion, provide you with a refund in certain circumstances. If you are not satisfied with your order, please contact the Walmart Business Customer Care Team by clicking the Contact Us button at https://business.walmart.com/help.
- Notwithstanding the foregoing, all refunds will be subject to our discretion.
- We aim to deliver your goods within the delivery or pickup window you selected when placing your order, but do not guarantee that goods will be delivered or available for pickup on or by a certain date. Walmart will not be liable for delivering the goods outside of the requested delivery or pickup slot ~~or failing to deliver or make available for pickup all or any of the goods in your order.~~

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- We can only deliver to an address stored in your address book in your account.

ii.Walmart Pickup and Delivery Pricing

- If an item's price changes between the time you place your order and the day your order is packed for delivery, we will charge you the lower price. If you have allowed substitutions for your order, you will be charged the price for items received. Please note that due to differences in distribution, regional competition, and other factors, prices may vary between stores, and so the prices you see online may not match all stores, only the store where your order is packed. Walmart Pickup and delivery does not match prices from other online or physical stores, or Walmart stores other than the one where your items are picked and packed.

iii. Walmart Pickup and delivery Promotion Codes

- Walmart Pickup and delivery Promotion Codes ("Grocery Promo Codes") are valid only on orders placed for Walmart online grocery services, subject to the terms of

this Section. Your use of a Grocery Promo Code indicates your agreement to be bound by these Terms of Use and any Grocery Promo Code terms on the promotion offer itself. Walmart will only honor a Grocery Promo Code if it is used in accordance with all applicable terms.

- Only promotional codes issued by Walmart Business can be used for Walmart Pickup and delivery services. Grocery Promo Codes cannot be used in Walmart stores. Grocery Promo Codes issued by Walmart are, and will remain, the property of Walmart and are not transferable, cannot be resold, and have no cash value unless otherwise stated. Grocery Promo Codes may not be used for alcohol purchases.
- Grocery Promo Codes can be added to your Walmart Pickup and delivery order by entering the code at checkout or by selecting a saved offer in checkout. To apply a Grocery Promo Code to your order, you must select it in the "Review Order" section at checkout. Use of a Grocery Promo Code may be subject to you providing proof of entitlement to use the Grocery Promo Code.
- All Grocery Promo Codes have an expiration date after which they cannot be used for any order. Grocery Promo Code values may be adjusted if the total discount value is greater than the value of your order.
- We reserve the right to withdraw or cancel any Grocery Promo Code at any time, either as a whole, or for specific goods or delivery areas. If this happens, then the Grocery Promo Codes may not be used for any orders placed after the date of withdrawal or cancellation. We reserve the right to reject or cancel the use of a Grocery Promo Code where fraud or misuse is suspected. You will have no claim against Walmart in connection with such rejection or cancellation of a Grocery Promo Code. Walmart will not be liable to any customer or household for any financial loss arising out of the cancellation or withdrawal of any Grocery Promo Code or any failure or inability of a customer to use a Grocery Promo Code for any reason.
- Grocery Promo Codes may not be copied, reproduced, published, or distributed directly or indirectly in any form for use by anyone other than the original recipient. By using a Grocery Promo Code, you warrant that you are the duly authorized recipient of it.

2. Business Subscriptions Additional Terms

2.i. Introduction

Walmart Business may offer a product subscription service allowing you to subscribe for the recurring delivery of eligible products (the **"Business Subscriptions Service"**). When you use the Business Subscriptions Service to subscribe to eligible products, Walmart will automatically place an order on your behalf for the eligible products you have selected, subject to availability and according to your chosen delivery frequency schedule, until you cancel (each such subscription, a **"Subscription"** and each scheduled shipment, a **"Subscription Shipment"**).

Your participation in the Business Subscriptions Service is subject to these Business Subscriptions Additional Terms as well as the Walmart Business Terms of Use and other Walmart rules and policies that may be applicable. By participating in the Business Subscriptions Service, you acknowledge that you have read these Business Subscriptions Additional Terms, understand them and agree to be bound by them.

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~~Walmart may amend, cancel or suspend the Business Subscriptions Service, in whole or in part, or change any of these Business Subscriptions Additional Terms, at any time for any~~ or no reason. If the Business Subscriptions Service is cancelled by Walmart, any Subscriptions you have will be cancelled.

Walmart will not be liable for any interruptions to the Business Subscriptions Service. We do not guarantee that any Subscription Shipment will be processed or delivered by any date.

2.ii. Eligibility and Inventory

Walmart reserves the right, in our sole discretion, to impose or remove eligibility requirements or other conditions for your use of the Business Subscriptions Service from time to time.

Only those products indicated on the Site as eligible for the Business Subscriptions Service (for example, by icons, buttons, links, selectable features titled "subscribe now" or other similar language) are eligible for the Business Subscriptions Service. Walmart

may remove certain products from eligibility for the Business Subscriptions Service at any time without notice in its sole discretion.

If Walmart Business no longer has the product you ordered in stock, you will be notified via the email associated with your Business Membership or Business Account. If Walmart Business does not have a sufficient quantity of the product to satisfy your order, we reserve the option to make a partial shipment based on the quantity available, to skip a subscription cycle or to temporarily delay shipment of your Subscription Shipment.

If you select a product that is or becomes temporarily out of stock at the time of order placement or shipping, then you authorize us, at our option, to skip a subscription cycle or temporarily delay shipment of your Subscription Shipment on your behalf. If the product you have ordered is or becomes permanently out of stock, you authorize us to cancel your item Subscription for such product on your behalf.

2.iii. Subscription Discount

From time to time, Walmart may provide a discount on certain products that are available to you through the Business Subscriptions Service (a "**Subscription Discount**"). The amount of the applicable Subscription Discount, if any, will be at Walmart's sole discretion, and may vary among eligible customers and may also vary based upon other factors. The specific amount of any applicable Subscription Discount will be identified through the Subscription ordering process. Not all eligible products will have a Subscription Discount. Walmart may, in its sole discretion, change the amount of any Subscription Discount (including for any active Subscriptions you have) at any time during a subscription cycle, or discontinue the Subscription Discount for any product, at any time and without notice to you.

2.iv. Payment and Billing

You understand that you are authorizing an automatic, recurring charge to your Payment Method each time a Subscription Shipment is processed. You must have a Payment Method on file whenever you have an active Subscription. If we are unable to complete the charge for your Subscription Shipment or you have no Payment Method on file, then, at our option, your Subscriptions may be cancelled or your Subscription Shipments may be skipped until you update your Payment Method. You can change your default Payment Method at any time.

The total cost for each item charged to your Payment Method for each Subscription Shipment will be the cost of the item when the Subscription Shipment is processed (rather than when the original Subscription was placed), less any applicable Subscription Discount and plus any applicable taxes and fees. PRODUCT PRICES MAY CHANGE UNTIL YOUR SUBSCRIPTION SHIPMENT IS PROCESSED. ONCE A SUBSCRIPTION SHIPMENT IS PROCESSED, THE PRODUCT PRICE WILL NOT CHANGE FOR THAT SUBSCRIPTION SHIPMENT. To avoid being charged for a specific Subscription Shipment, you must cancel before such Subscription Shipment is processed. To cancel your subscription(s), go to the Item Subscriptions section of your Account.

2.v. Shipping

Shipping and delivery prices and timelines (including, if applicable, any free shipping benefits) may vary based on your shipping location and are subject to the shipping and delivery prices and timelines in effect at the time of shipment for each Subscription Shipment.

2.vi. Changes, Cancellations, and Skips

If you participate in the Business Subscriptions Service, you will continue to receive Subscription Shipments until your Subscription is cancelled. To cancel your subscription(s), go to the Item Subscriptions section of your Account.

You may modify or cease your use of the Business Subscriptions Service (including changing, cancelling or skipping your Subscription Shipments) at any time as further described on the Site. To avoid being charged for a specific Subscription Shipment, you must cancel before the order is processed as indicated in your reminder email.

Walmart may terminate, suspend or limit your use of the Business Subscriptions Service, your Subscriptions or your individual Subscription Shipments at any time without notice in its sole discretion.

3. Walmart Business Rewards Program Terms

3.i. Introduction

Walmart may offer a rewards program as a benefit to eligible Business Members (the "**Walmart Business Rewards Program**"), depending on the plan that the Business Member chooses to enroll. The Walmart Business Rewards Program allows eligible Business Members to earn and redeem rewards currency ("**Business Rewards**") on qualifying purchases made through Walmart Business in accordance with these Walmart Business Rewards Program Terms ("**Business Rewards Terms**"). Business Rewards have no cash value until redeemed through Walmart Business.

Participation in the Walmart Business Rewards Program is automatic for eligible Business Members and is subject to these Business Rewards Terms as well as the Walmart Business Terms of Use and other Walmart rules and policies that may be applicable. By participating in the Walmart Business Rewards Program, you acknowledge that you have read these Business Rewards Terms, understand them and agree to be bound by them. ~~Walmart may amend these Business Rewards Terms from time to time without notice.~~

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IMPORTANT: BUSINESS MEMBERS HAVE NO OWNERSHIP INTEREST IN BUSINESS REWARDS, AND ANY BUSINESS REWARDS COLLECTED DO NOT CONSTITUTE PROPERTY. THE USE OF THE WORD "EARN" IN THESE BUSINESS REWARDS TERMS OR IN BUSINESS REWARDS MARKETING, INFORMATIONAL AND OTHER MATERIALS DOES NOT IMPLY THAT BUSINESS REWARDS HAVE ANY VALUE BEFORE REDEMPTION.

3.ii. Earning Business Rewards

Business Rewards cannot be earned where application of the Walmart Business Rewards Program would be prohibited by law or regulation.

If you are accessing your Business Membership through a trial, you will earn and can redeem Business Rewards during your trial period.

Eligible Business Members will earn, as Business Rewards, a percentage of qualifying pre-tax purchases made directly from Walmart Business. Business Members will not earn additional Business Rewards for any purchase (or portion of any purchase) for which payment is made using accrued Business Rewards. A Business Member may not earn Business Rewards other than through qualifying purchases from Walmart Business.

Applicable percentages will be set forth on the Site or otherwise made available to you by Walmart, and may be modified by Walmart from time to time in its sole discretion. Walmart reserves the right to also allow eligible Business Members to earn Business Rewards through other means from time to time.

When qualified purchases are returned for refund, the earned value of the corresponding Business Rewards will be deducted from the Business Member's aggregate accrual of Business Rewards.

Qualifying purchases by Additional Users will accrue Business Rewards to the associated Business Member account and not to any the individual Additional User accounts.

Walmart reserves the right to modify qualifying purchases as determined at its sole discretion.

Business Rewards are not earned for purchases described at https://business.walmart.com/help/article/walmart-business-rewards-faqs/ad7f19241df544f48147717bec441446. Walmart reserves the right to add, modify or delete qualifying restrictions on product categories or products without notice.

The maximum amount of Business Rewards that may be earned in a single year is $1,000 and the balance of your Business Rewards may not exceed $2,000.

3.iii. Redeeming and Using Business Rewards

Business Rewards can be redeemed for most direct purchases from Walmart Business, but may not be redeemed or used to make a purchase at any third party. Business Rewards may be applied to Business Membership renewal fees.

Business Rewards are not redeemable for cash.

Business Rewards are non-transferable and non-assignable. Except as otherwise provided herein, only the Business Member may access and redeem Business Rewards in their account. Additional Users cannot access or redeem Business Rewards loaded on the Business Member's account without the express permission of the Business Member.

Unless prohibited by law, Walmart reserves the right to require mandatory use of a Business Member's Business Rewards periodically in its sole discretion.

The maximum amount of Business Rewards that may be redeemed in a single day is $2,000.

3.iv. Terminated, Cancelled, Revoked and Lapsed Business Memberships

If your eligible Business Membership is terminated, cancelled or revoked by Walmart for conduct that we determine, at our discretion, violates these Business Rewards Terms or any applicable law or regulation, involves fraud or misuse of the Business Membership or is harmful to our interests or to another user, your remaining Business Rewards will be forfeited at Walmart's option. Walmart reserves the right to permit or deny reactivation of your Business Membership in its sole discretion.

You must have an active eligible Business Membership or Business Account in good standing to redeem Business Rewards.

3.v. Expiration of Business Rewards, Suspension or Limitation of Walmart Business Rewards Program

Business Rewards do not expire.

Walmart reserves the right to amend, cancel or suspend the Walmart Business Rewards Program, in whole or in part at any time for any or no reason.

Walmart reserves the right to revoke Business Rewards, and/or suspend or limit a Business Member's access to Business Rewards and the Walmart Business Rewards Program for any or no reason, including, for example, in the event of fraud, abuse of the Walmart Business Rewards Program, violation of these Business Rewards Terms or the Walmart Business Terms of Use, or due to transactional limitations, each as determined in Walmart's sole discretion, without notice to the Business Member. Such action may result in the forfeiture of Business Rewards not yet redeemed.

4. Manufacturer Offers Program Terms of Use

Walmart Business customers who have a Walmart Business account established in accordance with the Walmart Business Terms of Use are provided exclusive access to see and select, at Walmart Business site or in the Walmart Business App, offers for digital rebates provided by Walmart at its discretion based on rebates and other promotions sourced in the aggregate, indirectly, from manufacturers or suppliers of certain products or services sold by Walmart, and upon purchase of the relevant product, are eligible to obtain Business Rewards equivalent to the value of that specific digital rebate (the "Manufacturer Offers Program"). By utilizing the Manufacturer Offers Program and other related features or services, you acknowledge that you have read, understood, and agree to be bound by the following terms of use.

4.i. Eligibility Requirements; Customer Representations and Warranties

In order to use the Manufacturer Offers Program, you must have a Walmart Business account in good standing and be in compliance with the Walmart Business Terms of Use and the Walmart Business Rewards Program Terms of Use. You also must be located in the United States when participating in the Manufacturer Offers Program. By agreeing to these Manufacturer Offers Program Terms of Use, you represent and warrant to us: (i) that you are not violating the Walmart Business Terms of Use or the Walmart Business Rewards Program Terms of Use; (ii) that you are participating in the Manufacturer Offers Program only when located in the United States or Puerto Rico; (iii) that you or your Walmart Business account have not been previously suspended, removed, or deactivated from Walmart Business, the Manufacturer Offers Program, or the Walmart Business Rewards Program; and (iv) that your registration and your participation in the Manufacturer Offers Program is in compliance with any and all applicable laws and regulations. Any breach of these representations may result in Walmart revoking your Walmart Business account and your right to participate in any other programs or services offered by Walmart, including permission to participate in the Manufacturer Offers

Program, and any right to redeem any Business Rewards balance may terminate, pursuant to Section 4 of these Manufacturer Offers Program Terms of Use.

4.ii. Additional Terms

Your use of the Manufacturer Offers Program is subject to any additional terms, rules, or guidelines applicable to certain services and features which we may post from time to time (the "Additional Terms"). All such Additional Terms are hereby incorporated by reference into, and made a part of, these terms of use.

→ need to agree to new terms. 10/1/2025

~~**4.iii. Modification or update of the Manufacturer Offers Program Terms of Use**~~

~~We may update these terms of use from time to time by notifying you of such changes by any reasonable means, including by posting a revised terms of use through the Walmart Sites as set forth in the Walmart Business Terms of Use. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised terms of use incorporating such changes or otherwise notified you of such changes. You agree that it is your responsibility to regularly check Walmart Business for any updated terms of use, including the Manufacturer Offers Program Terms of Use or the Walmart Business Rewards Program Terms of Use. In addition, by continuing to participate in or access the Manufacturer Offers Program or any of the Walmart Sites or otherwise engaging with Walmart after we post any changes, you accept the updated terms of use. The "Last Updated" legend above indicates when these terms of use were last changed.~~ 10/1/2025

4.iv. Accounts and Registration

To access the Manufacturer Offers Program you must register and maintain in good standing a Walmart Business account, in accordance with the Walmart Business Terms of Use.

4.v. Utilizing Manufacturer Offers; Activating Offers

Walmart may make available to you from time to time through the Manufacturer Offers Program offers for certain digital item-level rebates sourced in the aggregate, indirectly, from manufacturers or suppliers of products sold through Walmart Business (each a "Digital Offer"). These Digital Offers will be identified to you at Walmart Business or in the Walmart Business App, through an icon, button, or other selectable feature titled as a "Business Rewards offer", "Offer" or similar terminology, and which will set forth the value of that specific Digital Offer. In order to activate a Digital Offer through the Manufacturer Offers Program, you must, at Walmart Business site or in the Walmart Business App, select the relevant Digital Offer and add it to your account, and then purchase the product associated with the Digital Offer either through Walmart Business site or the Walmart Business App. All activated Digital Offers will be shown in the Business Rewards page of your Account until the relevant products have been purchased. Each Digital Offer is subject to any additional terms (such as an offer expiration date or a requirement to purchase multiples of a relevant item), identified in the "Offer Details". Note that Digital Offers may expire if the relevant product or service is not purchased within the timeframe set forth in the Offer Details.

4.vi. Eligibility Determination and Adjustments

Once you have activated a Digital Offer and purchased the relevant product, you will accumulate Business Rewards. The Manufacturer Offers Program and any individual Digital Offer may be discontinued by Walmart at any time without notice. In addition, at any time and in Walmart's sole discretion, Walmart may: (i) determine whether or not you are eligible to activate any particular Digital Offers; (ii) determine whether or not you have activated any particular Digital Offers or accrued Business Rewards for the offer; or (iii) adjust your Business Rewards balance to accurately and fairly reflect the Digital Offers that you have actually activated and Business Rewards you have actually obtained. Walmart may, in its sole discretion, deduct from your Business Rewards balance any Business Rewards that Walmart determines should not have been awarded or you have obtained in violation of these Terms of Use. Digital Offers have no monetary value unless and until they are activated in accordance with these terms of use and any eligible Business Rewards is redeemed in accordance with the Business Rewards Offers Program Terms of Use. You may not and will not obtain any cash, money, or anything of value in exchange for your activated Digital Offers.

4.vii. Return of Product and Reversal of Accrued Business Rewards

In the event you return a product you previously purchased and for which you activated a Digital Offer and obtained Business Rewards, you agree that the value of the Business Rewards initially awarded will be deducted from your Business Rewards balance. From time-to-time this may result in a negative balance in your Business Rewards Offers Program account, for instance, where you have already redeemed the previously obtained Business Rewards for the product you returned. In the event that happens, future Business Rewards awards will be used to offset that negative balance. However, unless Walmart determines, in its sole discretion, that you violated these terms of use or the Business Rewards Offers Program Terms of Use, acted fraudulently or otherwise misused or abused the Business Rewards Offers Program, and subject to any other terms contained in the Business Rewards Offers Program Terms of Use, you will not otherwise be required to repay any such negative balance, and no creditor-debtor relationship will be established between you and Walmart.

4.viii. Redemption

Please refer to the Business Rewards Offers Program Terms of Use for all terms applicable to redemption of Business Rewards.

4.ix. Prohibited Conduct

By using the Manufacturer Offers Program you agree not to:

- submit to Walmart purchase information that is false, inaccurate, fabricated, counterfeited, tampered with, adjusted, or otherwise artificial or inauthentic for the purpose of seeking to accumulate Business Rewards with Walmart;
- redeem, or attempt to redeem, Business Rewards for products that have not actually been purchased and retained, or for products that have been purchased but returned to a Walmart store or Walmart Business, following purchase;
- upload receipts to Walmart that have already been uploaded by you or another user, for the purpose of obtaining Business Rewards for purchasing products that you did not actually purchase;
- upload receipts to Walmart that reflect purchases that took place more than one (1) week prior to the date on which the receipt is uploaded;
- upload receipts to Walmart that reflect purchases that took place prior to the launch date of a Digital Offer or campaign and therefore prior to your activating the Digital Offer, except where expressly permitted by the terms of the Digital Offer;
- attempt to obscure information on a receipt, such as by purposefully uploading a receipt without a clearly legible date;
- use the Manufacturer Offers Program for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy, or the collection, storage, transmission, or access of educational records; or
- use or attempt to use the Manufacturer Offers Program outside of the United States and Puerto Rico.

4.x. Termination of Use; Discontinuation and Modification of the Manufacturer Offers Program.

If you engage in Prohibited Conduct or otherwise violate any of these terms of use, the Walmart Business Terms of Use, the Business Rewards Offers Program Terms of Use, or the terms of use for any other Walmart programs to which you may be subject, you agree that your permission to participate in the Manufacturer Offers Program will automatically terminate and any rights you have to the Digital Offers in your account will terminate and you will no longer be eligible to redeem such Digital Offers. You also agree that we may, at any time and without notice to you, suspend or revoke your access to and participation in the Manufacturer Offers Program, and any accounts you may have in connection with the Manufacturer Offers Program including: (i) where we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of Walmart or any third party; or (ii) in connection with any general discontinuation of the Manufacturer Offers Program. We also reserve the right to modify the Manufacturer Offers Program at any time without notice to you. WE WILL HAVE NO LIABILITY WHATSOEVER ON ACCOUNT OF ANY CHANGE TO THE MANUFACTURER OFFERS PROGRAM OR ANY SUSPENSION OR REVOCATION OF YOUR ACCESS TO OR PARTICIPATION IN THE PROGRAM, PROVIDED THAT IF WE TERMINATE YOUR ACCESS TO THE PROGRAM OTHER THAN FOR YOUR BREACH OF THESE TERMS, YOU MAY BE ENTITLED TO REDEEM ANY

ACCRUED BUSINESS REWARDS IN A MANNER TO BE DETERMINED IN OUR SOLE DISCRETION. You may terminate your account at any time by visiting your account.

4.xi. Effect of Termination

Upon termination of these terms of use: (a) in accordance with the applicable Walmart Business Terms of Use, your license rights will terminate and you must immediately cease participation in the Manufacturer Offers Program; (b) you will no longer be authorized to access the Manufacturer Offers Program; and (c) any Sections which, by their nature or express terms should survive, will survive.

Walmart Manufacturer Offers Program Terms of Use – Last Updated as of August 21, 2023

5. Marketplace Additional Terms

Walmart may permit third parties to sell products on Walmart Business alongside products sold by Walmart and, once you have placed an order, to ship the third party's products directly to you (such functionality, the "**Walmart Business Marketplace**"). By using the Walmart Business Marketplace, you acknowledge that you have read these Marketplace Additional Terms, understand them and agree to be bound by them. Walmart may amend these Marketplace Additional Terms from time to time without notice.

"**Marketplace Retailer**" means any entity or retailer that sells products in the Walmart Business Marketplace on Walmart Business, uses any order processing, fulfillment, shipping or other services related to the Walmart Business Marketplace provided by or for Walmart, or uses any platform, portal, web service, application, interface, or other tool provided by or for Walmart in connection with the Walmart Business Marketplace.

By purchasing any product from a Marketplace Retailer, you acknowledge that all Walmart Business Marketplace orders will be fulfilled by the third-party Marketplace Retailer and not by Walmart. The Marketplace Retailer (and not Walmart) will be responsible for all processing, shipping, returns and customer service related to your Walmart Business Marketplace order. Products purchased from a Marketplace Retailer can only be returned to that Marketplace Retailer, and only in accordance with its return policy. Each Marketplace Retailer's shipping information, return policy, customer service information and applicable privacy policy can be found on that Marketplace Retailer's Seller Information page.

To the fullest extent provided by applicable law, Walmart has no responsibility or liability for any Marketplace Retailer, their products, or representations.

6. Walmart Business App

The following terms and conditions apply with respect to your use of any version of the Walmart Business App. From time to time, Walmart may make available new versions of, or updates to, the Walmart Business App that may contain or otherwise make available new features or functionality. It is your responsibility to update the Walmart Business App to the latest version available from your applicable app store provider and to ensure that your Authorized Users also do so. If you or any of your Authorized Users do not update the Walmart Business App to the latest version, you or they may not have access to all available features and functionality. Walmart will not be responsible for any liabilities arising out of your failure to update the Walmart Business App.

With respect to your use of any version of the Walmart Business App that is compatible with the iOS operating system of Apple Inc. ("**Apple**"), the following terms and conditions apply:

- Apple is not a party to these Terms of Use and does not own and is not responsible for the Walmart Business App. Apple is not providing any warranty for the Walmart Business App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Walmart Business App and will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the Walmart Business App, including any third-party product liability claims, claims that the Walmart Business App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Walmart Business App, including those pertaining to intellectual property rights, must be directed to Walmart in accordance with the "How to Contact Us" section

- The license you have been granted in these Terms of Use is limited to a non-transferable license to use the Walmart Business App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the Walmart Business App, such as your wireless data service agreement.
- You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Use and, upon your acceptance of the terms and conditions of these Terms of Use, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof; notwithstanding the foregoing, Walmart's right to enter into, rescind or terminate any variation, waiver, or settlement under these Terms of Use is not subject to the consent of any third party.

7. Walmart Pay

"Walmart Pay" is a feature built into the Walmart Business App that allows you to use your smartphone to pay for in-store purchases. Any use of the Walmart Pay service is subject to the following additional terms:

- By using Walmart Pay or otherwise by agreeing to these Terms of Use, you agree to receive an eReceipt in lieu of a paper receipt for all purchases made through Walmart Pay. You must register through a Walmart Business account to receive eReceipts (see below for more information).
- There is no charge from us to use Walmart Pay, but your data service provider's message and data charges may apply. Except as otherwise provided by law, we may block, restrict, suspend or terminate your use of Walmart Pay at any time, without notice, and in our sole discretion.
- All Walmart policies applicable to sales occurring at a store location, including those regarding Ad Match, Price Matching, Coupon use, Returns, and Exchanges, apply to purchases made through Walmart Pay. We reserve the right to limit the availability of Walmart Pay during specific times, for specific items, or for certain events or promotions. Some products or services may not be eligible for purchase using Walmart Pay or may require additional verification prior to completion of purchase through Walmart Pay. These products and services may include but are not limited to: tobacco, alcohol, firearms, optical or photo products and services, or products requiring a service agreement such as wireless, automotive, or financial products.
- Your device's camera must be enabled in order to use Walmart Pay to complete the checkout process and to use additional features. Enabling the Walmart Business App to utilize location services on your device may provide you with access to other Walmart Pay features. You can turn off location services at any time on your device.

8. eReceipts

Certain Walmart Sites may permit or require the use of electronic receipts ("eReceipt") for purchases made by you through a mobile device or other electronic device. Your eReceipt is a digital copy of your Walmart in-store purchase receipt. Any use of the eReceipt service is subject to the following additional terms:

- To register for eReceipts, you must first have an account with Walmart Business and then validate your mobile number via a text message. Walmart Business accounts are subject to these Terms of Use.
- There is no charge from us to use eReceipts, but your data service provider's message and data charges may apply. Walmart and text message carriers are not liable for delayed or undeliverable messages.
- All information provided to Walmart by users of the eReceipts will be subject to our Privacy Policy.
- We may alter, suspend, or terminate your use of eReceipts at any time at our discretion, without notice to you. We are not responsible for any losses associated with your inability to access the Internet and/or eReceipts. Requesting an eReceipt at the register will not automatically submit your eReceipt. Use of the eReceipts service is subject to all applicable laws and regulations.

9. Limited-Time Offers

Walmart may provide its Business Members with access to limited-time offers which provide Business Members with access to discounts, promotions, and deals on select products or services offered by Walmart or third parties. Walmart reserves the right to make these limited-time offers available to paid and/or free trial Business Members, to remove or disable an offer at any time, to limit redemption quantities of any offer, to shorten or lengthen the time to claim or redeem the offer, and to revise eligibility requirements to claim or redeem an offer (other than the requirement to be an active Business Member to claim an offer). To view and access these limited-time offers, Business Members should visit their Business Account page.

10. Chatbots and Use of Generative AI.

The Walmart Business Sites may include Chatbots and other Generative AI, and Materials on the Walmart Business Sites may be generated by Generative AI (the "Generative AI Features"). The Generative AI Features are subject to the following additional terms.

- Due to the nature of Generative AI, the information, responses and recommendations generated for you and other users through Generative AI Features (collectively, the "Output") may not be accurate, complete or up-to-date and may be misleading or contain errors and omissions, or the Generative AI Features may misunderstand the Content that you input (the "Input") and may be responding to a different question than asked. You should review and verify the Output before making any purchases, engaging in other transactions from the Walmart Business Sites, or taking any other action based on any such Output.
- Unless an associated disclosure states otherwise, the Output may be based on information available on Business.Walmart.com or provided by manufacturers, suppliers, or sellers of items, Walmart service providers, customer reviews, or other publicly available information, and third-party AI models. None of these sources have been verified by Walmart. Any views or opinions expressed in the Output do not necessarily reflect those of Walmart and should not be attributed to Walmart.
- The Output provided by the Generative AI Features are intended for general informational purposes only. You should not use any Output provided by the Generative AI Features as the basis for making any legal, safety, health, regulatory, or similarly important decision. Users of the Generative AI Features are solely responsible for independently verifying and evaluating the Output, and for any decisions they make based on the Output. Further, you understand that due to the nature of machine learning and Generative AI, the Output from the Generative AI Features may not be unique across users, and the Generative AI Features may generate or return the same or similar Output to Walmart or a third party, and other users may also ask similar questions and receive the same or similar responses. Outputs that are requested by and generated for other users are not considered your Content. However, you are responsible for any Input you submit to the Generative AI Features.
- Do not share any sensitive or personal data, or any proprietary or confidential information with the Generative AI Features. Additionally, you understand and agree that Input to the Generative AI Features may not be kept confidential, and any of your Content (including but not limited to the Inputs), as well as your purchasing history from the Walmart Sites, your use of promotions as well as personal information, may be used to further enhance and improve the Generative AI Features, the underlying model and the Walmart Sites as well as to generate Output. Inputs will be collected, used and retained by Walmart in order to answer questions and inquiries from you as well as other users, to help improve how the Generative AI Features operate, and for the other purposes described in Walmart's Privacy Policy. Though you have a right to use all Outputs generated by the Generative AI Features, the Outputs are owned by Walmart.
- The Generative AI Features are provided on an "as is" and "as available" basis, and the Walmart Entities do not make any representations or warranties of any kind, express or implied, in relation to merchantability, accuracy (of materials data or any other information, response, results or content) and fitness for a particular purpose. The Walmart Entities do not warrant that the Generative AI Features will operate without interruption or be accurate, complete or error free, or that the Generative AI Features will meet your expectations, or that any Content and Materials processed or generated by the Generative AI Features will be secure, not lost, or altered.
- Walmart Entities will not be liable for your use or inability to use the Generative AI Features, any inaccurate information generated by the Generative AI Features, or

any Materials generated by the Generative AI Features or generated from the Walmart Sites.

11. Walmart Business Printing Services

Any use of the Walmart Business Printing (available at walmartbusinessprint.com) is subject to the following additional terms:

- Walmart claims no ownership rights to the photos, photo files, albums, projects, captions, logos or prints (collectively defined as "Photos"), that you place in your Walmart Business Printing Account. However, by uploading Photos into your Walmart Business Printing Account, you agree to waive all moral rights to those images. In addition, you grant to Walmart a nonexclusive, worldwide, royalty-free, sublicensable license, so we can download, upload, copy, print, display, reproduce, modify, publish, post, transmit, distribute, and otherwise make available the photos included in your Walmart Business Printing Account for the following purposes: (1) displaying Photos to the people you select; (2) fulfilling orders; (3) improving the Walmart Business Printing service and enabling it to work as designed, including by using automated systems and algorithms to analyze and customize your Photos; and (4) developing new technologies and services for Walmart. We will not use or modify your Photos for any purposes other than the foregoing without obtaining your express permission.
- You are responsible for monitoring and creating backup copies of the Photos stored in your account. Walmart Business Printing Service is not provided to you under any warranty. Walmart will not be liable for any damage to your photos, albums, rolls, logos or uploads, including but not limited to loss, deletion or alteration.
- Walmart may terminate your service or access to the Walmart Business Printing Service and delete any and all information, including but not limited to your Photos, without notice, for any reason including, but not limited to (1) your violation of these Terms of Use or other policies set by Walmart elsewhere on the Walmart Sites; (2) online conduct that Walmart believes is harmful to other customers, the business of Walmart, or other third-party information providers; and (3) failure to access your account for one (1) year.
- Walmart reserves the right to disclose any Photos made available by you or any other customers as necessary to satisfy any law, regulation, or governmental request, or to edit, refuse to submit or to remove any Photos, in whole or in part, that in Walmart's judgment are unsuitable or in violation of these Terms of Use or other policy set by Walmart elsewhere on the Walmart Sites. Walmart may delete, move, and edit Photos for any reason, at any time, without notice.
- By making available Photos, you warrant that you are the sole author and owner of the Photos, or that you have obtained all required releases or permissions to permit copying, printing, licensing of the Photos, and your use of the Walmart Business Printing Service, as set forth in these Terms of Use.
- Walmart reserves the right to require that you obtain a signed copyright release form from the photographer or studio for photographs that are signed, stamped, or otherwise identified by any photographer or studio as copyrighted material, or any photograph that appears to have been taken by a professional photographer or studio, even if it is not marked with any sort of copyright. In such cases, negatives or digital images of a copyrighted image will be returned to you unprinted and you will be provided instructions on how to present Walmart with a signed copyright release. Copyright owner release forms and copyright permission release forms are available in-store at the Walmart Business Printing Service.
- Walmart will not assist in the copying of any state or federal document, including but not limited to driver's licenses, passports, and social security cards.
- As a convenience to Walmart customers, Walmart may make third-party software available through the Walmart Business Printing Service either through physical distribution or by download. To use such software, you will agree to the terms and conditions imposed by the third-party provider. Unless otherwise stated in any specific agreement, the agreement to use such software will be solely between you and the third-party provider.
- Walmart uses commercially reasonable efforts to maintain the availability of the Walmart Business Printing Service 24 hours a day, 7 days a week, and provide photo processing within the time frame communicated to you. However, Walmart will not be liable to you for any unexpected outage or disruption of service. One-hour photo services are subject to limitations on store equipment and processing capacity, and actual pick-up times may vary.
- Making available any Photos to Walmart for processing, printing, storage, transmission or other handling constitutes an agreement by you that any damage to

your Photos or computer system, or any loss of data, by Walmart, its subsidiaries, employees, or agents, even if caused by negligence or other fault, will only entitle you to replacement with a like amount of storage and processing. Except for replacement, to the fullest extent provided by applicable law, the handling of any Photos is not under warranty or liability, and recovery for any incidental or consequential damages is excluded.

- You understand and agree that any Content, including but not limited to Photos and software, downloaded or otherwise obtained through the use of the Walmart Business Printing Service is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that may result in the download or upload of such material. Your use of the Walmart Business Printing Service may expose you to Photos you may feel objectionable. You take sole responsibility for such exposure.

Was this answer helpful?

Yes No

Gmail

Hill, Andrew <ahill@wadsworthschools.org>

Re: Your scan (Scan to My Email)

1 message

Gary Gardinier <garyg@geopfert.com> Thu, Dec 11, 2025 at 12:45 PM
To: "Hill, Andrew" <ahill@wadsworthschools.org>

Hi Andrew,

Just checking in to see how things are looking on your end regarding the maintenance agreement. Please let me know if you need anything else from me.

Thanks

On Tue, Nov 18, 2025 at 12:13 PM Gary Gardinier <garyg@geopfert.com> wrote:

Andrew

The only disagreement our lawyer has is page 7/14 he says that is a pretty standard clause and would like for you to reconsider that one.

Please let me know what you think.

On Tue, Nov 18, 2025 at 9:27 AM Hill, Andrew <ahill@wadsworthschools.org> wrote:

Thank you!

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1300 (phone)
625 Broad St.
Wadsworth, OH 44281

On Tue, Nov 18, 2025 at 9:04 AM Gary Gardinier <garyg@geopfert.com> wrote:

We will be sending it to our lawyer and will get back with you as soon as possible.

On Tue, Nov 18, 2025 at 9:02 AM Gary Gardinier <garyg@geopfert.com> wrote:

On Fri, Nov 14, 2025 at 6:31 AM Hill, Andrew <ahill@wadsworthschools.org> wrote:

If your pricing makes sense, we would be interested.

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1300 (phone)
625 Broad St.
Wadsworth, OH 44281

On Thu, Nov 13, 2025 at 3:19 PM Gary Gardinier <garyg@geopfert.com> wrote:

Hi Andrew,

I was speaking with one of the owners here at The Geopfert Co., and he brought up what I thought was a fair question — what are our chances of being awarded the contract before we invest further in legal fees for all of these revisions?

On Thu, Nov 13, 2025 at 1:53 PM Hill, Andrew <ahill@wadsworthschools.org> wrote:

Thank you.

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1300 (phone)
625 Broad St.
Wadsworth, OH 44281

On Thu, Nov 13, 2025 at 1:52 PM Gary Gardinier <garyg@geopfert.com> wrote:

I have received your email and attachments i will forward this to our owners and they will review this next week.

Thanks

On Thu, Nov 13, 2025 at 12:56 PM Hill, Andrew <ahill@wadsworthschools.org> wrote:

Good afternoon. I have attached a marked-up copy of your terms and conditions. There are provisions that we are not permitted to agree to per Ohio Revised Code 5705.41 and Ohio Attorney General Opinions (2; see attached), and other provisions that we are not comfortable with as written.

Once you have a chance to review the attachments, I look forward to your response. Thank you in advance for working with us through this process.

Andy Hill

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1300 (phone)
625 Broad St.
Wadsworth, OH 44281

---------- Forwarded message ---------
From: <Scan-To-Email@wadsworthschools.org>
Date: Thu, Nov 13, 2025 at 11:43 AM
Subject: Your scan (Scan to My Email)
To: <ahill@wadsworthschools.org>

CONFIDENTIALITY NOTICE: This message may contain confidential information, including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you receive this e-mail message in error, please immediately notify me by telephone at 330-336-3571 to arrange for the return of the original document to me. Please also delete the message from your computer. Thank you.

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Thanks
Gary Gardinier
Account Manager / Estimator

TERMS AND CONDITIONS

These TERMS AND CONDITIONS (this "Agreement") are part of a binding contract between J. W. GEOPFERT CO., INC.., an Ohio corporation dba THE GEOPFERT COMPANY ("Seller") and the party and its affiliates (collectively, "Customer") as may be specified in the written proposal or documentation provided by Seller (the "Proposal") or as may have delivered a purchase order to Seller, and relate to all sales and services from Seller to Customer from time to time thereafter.

1. ENFORCEABLE CONTRACT. This Agreement and the Proposal shall be referred to herein as the "Contract." Customer's assent to this Agreement shall be conclusively presumed from Customer's acceptance of the Proposal or presentation to Seller of a purchase order. This Agreement governs all sales by Seller to Customer. Where there may be a conflict between this Agreement and the Proposal, the Proposal shall

control. The Contract constitutes the entire agreement between Seller and Customer, and all prior and contemporaneous negotiations, understandings, and agreements, whether oral or written, are merged herein and the rights and obligations of the parties shall be as set forth as follows, regardless of any terms contained on any writing originated from Customer, including without limitation Customer's purchase order (collectively, "Customer Documents"). ~~Seller rejects and objects to any of Customer's inconsistent or additional terms, which shall be conclusively deemed material alterations.~~ Seller's failure to further object to provisions contained in Customer Documents shall not be deemed an acceptance thereof. Seller's acceptance of any purchase order is expressly limited to and conditioned upon Customer's acceptance of the Contract. Any conduct by Customer which recognizes the existence of a contract, including acceptance of delivery or payment, shall be deemed an acceptance of the Contract, even if Customer purports to accept under terms within Customer Documents. In the event of a conflict between the Contract and any Customer Documents, the Contract shall control. ~~This Agreement may be amended by Seller from time to time, with the new effective date set forth at the end of this Agreement; Seller's assent to such amended Agreement shall be conclusively~~

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established by any of the following, occurring after such new effective date: (a) Seller's failure to object to such amended Agreement prior to the periodic renewal of the term of the Contract, or (b) Seller's order incorporating such terms.

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2. TERM OF CONTRACT. This paragraph shall only apply if the Proposal reflects a maintenance contract with a periodic term. This term of the Contract shall begin on the date signed by Customer, and shall continue for a period of one (1) year thereafter. The Contract shall automatically renew for continuat terms of one (1) year each, unless either party shall notify the other in writing of its intentions not to renew, at least sixty (60) days prior to the date of renewal. In renewal terms, Seller shall be entitled to increase prices beyond the pricing that may be set forth in the Proposal. This may include increases not to exceed the greater of: 5% and the Consumer Price Index year-over-year increase, and increases resulting from the addition of equipment.

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3. PRICE AND PAYMENT. Prices do not include sales, use, tariffs, excise or any similar tax. Any tax or other government charge upon the production, sale, shipment or use of the product which Seller is required to pay or collect from Customer shall be paid by Customer to Seller unless Customer furnishes Seller with a tax exemption certificate acceptable to the applicable taxing authority. Customer shall be

responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the United States. Purchase prices are stated in United States Dollars and payment shall be in United States Currency. Payments are due net 30 days, provided, Seller reserves the right to modify or withdraw credit terms (if any) at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. Seller will increase the price by 3% for all payments made through MasterCard, Visa, or other credit card that Seller may accept. Work beyond the original scope of the Proposal, including but not limited to code-required upgrades, discovery of obsolete equipment or components, or concealed condition repairs, will be billed at Seller's prevailing rates, who pre-approved by the Customer.

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4. TIME OF PERFORMANCE. Any delivery or performance dates promised are approximate only, and the time of delivery or performance shall not be of the essence. Seller may provide reasonable notice of when the product(s) are available for delivery and/or installation. Seller shall have the right to make delivery or complete performance of any order prior to any delivery date. ~~Customer shall immediately inspect Seller's product~~ upon delivery at Customer's ~~location.~~

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5. TITLE. Title to the goods shall not pass to Customer until Seller has received payment in full (in cash or cleared funds) for the products, any other products or services that Seller has supplied to Customer in respect of which payment has become due, and any other sums due under the Contract.

6. CUSTOMER DUTIES. Customer shall provide access to the premises as needed for performance of services, secure all required permits unless otherwise agreed in writing, maintain
all systems in good condition between maintenance visits, and immediately notify Seller promptly of any issues. Customer shall promptly make repairs necessitated by accident, abuse, or neglect, such as fire, theft, freezing, flooding, rust or normal corrosion, changes in voltage or water pressure, damage done by employees or other persons, and to pay as an extra cost any labor performed and material furnished by the Seller in making such repairs and corrections. The Proposal assumes that all equipment is in reasonably good condition; if this assumption is incorrect, and Seller deems that repairs are necessary upon the initial inspection, Customer will
pay such charge at Seller's prevailing labor and materials rates. Seller agrees to keep equipment rooms clear and accessible. Except as stated in the Proposal, Seller is not bound to make corrections in design, or installation, of the

Customer's equipment. ~~Customer shall be required to pay for any equipment or labor recommended or required by insurance companies, the government,~~ state, municipal or other authorities.

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7. EXCLUSION OF CERTAIN PARTS AND SERVICES. THE FOLLOWING IS NOT INCLUDED DURING MAINTENANCE VISITS, unless explicitly set forth in the Proposal: (A) Descaling of water-cooling towers and condensers; (B) Boiler water treatment, air balancing, and air ducts; (C) High efficiency and/or bag filters, and (D) Replacement parts, equipment or labor.

8. EXPRESS WARRANTY. All services are provided as-is, except Seller warrants that services will be performed in a workmanlike manner, which warranty shall be in place for one (1) year from substantial completion (such covenant being referred to herein as the "Express Warranty"). Every claim on account of the Express Warranty, or for any other cause, shall be deemed waived by Customer unless made in writing to Seller within thirty (30) days of Customer having learned of the matter. Any warranties for parts and equipment are passed through to Customer and are subject to the manufacturer's terms and limitations. Seller does not independently warrant parts or equipment. The Express Warranty does not cover ordinary wear

and tear, abuse, misuse, neglect, improper operation, or modifications by others. The Express Warranty is in lieu of and excludes all other warranties, express or implied, and is given to Customer exclusively, and to no others. The sole remedy for a breach of the Express Warranty will be repair or replacement without charge, but Seller shall not be liable for deficiencies and/or damage which are the result, among other things, of objects implemented by Customer, wear and tear, faulty assembly/faulty implementation into service by Customer or by third parties, faulty or negligent handling, damage during shipment, unsuitable or undue utilization, excessive operational load, disregarding of utilization or instruction manuals, unsuitable operational resources, modifications and/or repairs not approved by Seller effected by Customer or third parties, excessive storage time, other circumstances outside of Seller's direct control, and other
circumstances lying within Customer's sphere of influence.. CUSTOMER HEREBY WAIVES ANY AND ALL EXPRESS WARRANTIES NOT WRITTEN HEREIN AND ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY REMEDIES NOT OTHERWISE STATED HEREIN.

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9. CUSTOM-MADE PRODUCTS. As used herein, a "custom-made product" shall mean a product (including materials used therein) that for which Seller has procured for Customer that is designed to specifications for a particular customer, or is not suitable for a broader market. Whereas Seller may have no alternative use for a custom-made product, the parties agree that Customer shall have no right to cancel an order for any custom-made product. Customer shall owe the full purchase price for a custom-made product, even if such a product is not ultimately shipped. ~~If Customer cancels an order for a product that is not a custom-made product, then Seller may attempt in its sole discretion to resell such product, and if such product is re-sold, then Customer shall owe Seller the difference between the Customer's agreed sale price and the later sale price, plus costs of the re-sale transaction. If Seller shall have not sold such a product~~ within sixty (60) days of Customer's cancelation, then Customer shall owe the full purchase price, ~~and Seller shall have no duty to account to Customer for the proceeds of a later sale, irrespective of the perceived prospects for a later sale. Customer disclaims all rights to claim title to a product for a canceled order, whether custom-made or otherwise.~~

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10. REMEDIES FOR CUSTOMER BREACH. If ~~Customer shall fail to timely pay all sums due to Seller or shall otherwise breach the~~

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~~Contract, then Customer shall reimburse Seller for all of its reasonable attorney's fees and costs incurred in and leading up to such action to enforce Seller's rights, including appeals and defense of any counterclaims or other claims, whether arising from tort, contract, or other theory of recovery~~. Any sums not paid by Customer when due shall accrue interest at a rate of one and one-half percent (1.5%) per month. ~~Customer shall not withhold or set off any amounts due under this Contract for any reason, including any disputed claims against Seller. Time is of the essence for Customer's payment obligations.~~ Seller may suspend work if payments are not made on time and will not be liable for delays resulting from such suspension. Customer shall pay a late fee equal to five percent (5.00%) of any amount not timely paid within thirty (30) days of the date of the invoice. Seller expressly reserves all rights available under applicable mechanic's lien, construction lien, or materialman's lien statutes. In the event of nonpayment, Seller may file a lien against the property where services are performed to secure payment for labor, materials, and equipment provided.

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~~11.~~ INDEMNITY. Customer hereby agrees ~~that Seller and the Indemnitees shall not be liable for, and agrees to indemnify, defend, and hold harmless Seller and the Indemnitees against, all Damages. As used herein, "Indemnitees" shall~~ mean Seller's affiliates and subsidiaries and

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their respective agents, directors, employees, officers, shareholders, subcontractors, attorneys, successors and assigns. As used herein, "Damages" shall mean any and all liabilities, claims,
losses and damages of any nature, including, but not limited to, all expenses (including legal fees), costs, and judgments for property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic or statutory civil damages, any of which arise out of or are in any way related to the provision of the products or other services pursuant
to this Contract, from Customer's negligence or misuse of the HVAC system, from pre-existing conditions not caused by Seller, and from Customer's failure to comply with applicable laws and
manufacturer requirements, whether or not arising from breach of contract, strict liability or tort (including negligence, gross negligence, reckless and more culpable conduct), provided that nothing in this paragraph shall require Customer to indemnify Seller or the Indemnitees for claims or liabilities arising from the willful misconduct of Seller. Customer shall carry and maintain such insurance in full force and effect and in types and amounts as would be carried by prudent companies engaged in Customer's industry. Such policies of insurance shall be primary

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with respect to the indemnities of Customer set forth in the Contract, and shall contain waivers of subrogation of the insurers in favor of Seller and the Indemnitees. Customer will provide Seller with certificates of insurance as may be requested by Seller from time to time.

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12. LIMITATION OF LIABILITY. Seller shall under no circumstances whatsoever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, incidental, or consequential damages or loss arising under or in connection with the Contract, which may include food spoilage, loss of business, damage to decorations or machinery, or injury to persons. Seller's total liability to Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by Customer for the specific services giving rise to the claim. This limitation of liability is in addition to, and not a replacement of, the Express Warranty.

13. DELAY. Seller will not be liable in any way for late delivery, howsoever caused, or for any delay in performance due to causes beyond Seller's reasonable control including, without limitation, embargoes, blockages, seizures or freeze of assets, epidemic or pandemic, delays or refusals to grant export or import licenses or the

suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor shortages, strikes, or lockouts, riots, insurrection, civil disobedience or acts of criminals or terrorists, war, material or labor shortages or delays in delivery by third parties and,
in the event of such delay the date of delivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay. The parties acknowledge that the payment of money is not an action for which such force majeure events shall hinder performance, and Customer shall not have a right to delay payment or suspend performance dueto such causes of force majeure. Customer shall be bound to accept the products and services when available.

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14. OFAC. Customer represents and warrants that neither Customer nor any of its officers, directors, or beneficial owners is a person or entity that is: (i) designated on any list of sanctioned parties maintained by OFAC, the U.S. Department of State, or any other relevant governmental authority, including the Specially Designated Nationals and Blocked Persons List; or (ii) located, organized, or resident in a country or territory that is the subject of comprehensive U.S. sanctions (including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine). Customer agrees to

comply with all applicable sanctions and export control laws in the performance of this Agreement.

15. GOVERNING LAW AND JURISDICTION: This Contract shall be governed by the laws of the State of Ohio, irrespective of the principles of the conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Contract. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, the Contract shall be initiated only in state courts located in Summit County, Ohio or the county in which Seller provided the services. The parties consent to such jurisdiction and waive any argument that another forum would be more convenient. At either party's option, a dispute may be arbitrated before the American Arbitration Association (Commercial Rules), for a one-day hearing held in Summit County, Ohio, before one (1) arbitrator. If a dispute is initiated in arbitration, then all claims and counterclaims shall be adjudicated there; provided, if Seller has recorded a mechanic's lien, or if the time period for filing an affidavit of mechanic's lien has not yet expired, then Seller may elect for all claims and counterclaims to instead be adjudicated in the county in which Seller provided the services.

Last revised: July 17, 2025

ABOUT US

Experts in the installation and maintenance of commercial heating, air conditioning, and ventilation units, The Geopfert Company offers you a great range of services. **Learn More >**

STATE LICENSE

CONTACT US

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Koorsen®
FIRE & SECURITY

Commercial Monitoring and Alarm Services Agreement

Agreement: [redacted] rev. 1 Date: 12/1/2025

Site Name and Address: (the monitored "Premises")	Provided By:
Wadsworth Intermediate School	**Koorsen Fire & Security, Inc.** (appears as KFS in body of agreement)
675 Broad St	875 Seville Rd
Wadsworth, OH 44281-2319	Wadsworth, OH 44281
Attn: Andrew Hill	Amy Mitan
(330) 335-1300 ahill@wadsworthschools.org	[redacted] amy.mitan@koorsen.com

Customer Name and Address: (the "Customer")	**Billing Name and Address:**
Wadsworth City School Dist. <A>	Wadsworth City School Dist. <A>
625 Broad St	625 Broad St
Wadsworth, OH 44281	Wadsworth, OH 44281
Attn: Andrew Hill	Attn: Andrew Hill
(330) 335-1300 ahill@wadsworthschools.org	(330) 335-1300 ahill@wadsworthschools.org

KFS will install or cause to be installed the equipment and furnish the services indicated herein:

New Agreement — New / Replacement Installation

Panel: Vista — Communicator:

FIRE ALARMS: Unless the attached proposal specifies otherwise, KFS makes no representation that the monitored fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Customer's Premises. If a fire alarm system designed to code is specified in the proposal then KFS will install fire alarm equipment pursuant to AHJ requirements. Customer agrees that any additional equipment required by the AHJ not specified in the proposal shall be an extra to this contract to be paid for by Customer at the time said additional equipment is requested.
SYSTEM CONVERSION: Unless the attached proposal specifies otherwise, KFS makes no representation that the control panel programming is guaranteed to be accessible. If Customer control panel programming is locked out, additional equipment may be required and shall be an extra to this contract to be paid for by Customer at the time said additional equipment is requested.

Monitoring and Alarm Services	**Additional Information**	**Monthly Service Fee**
Commercial Intrusion Monitoring	IP	$30.00
myalarms.com	ahill@wadsworthschools.org	$0.00
	Subtotal	$30.00
	Sales Tax (0.0%)	$0.00
	Total Monthly Payment	$30.00
	You will be invoiced Annually:	$360.00

Installation	**Subtotal**	**Tax (0.0%)**	**Total**
Supply monitoring account number to security contractor. Security Contractor to program, test, and verify signals with Koorsen monitoring prior to placing the system in service.	$0.00	$0.00	$0.00

Any invoices requiring submission to a billing portal will be subject to an additional administrative fee of $7.50 per invoice.

The transmission of alarm signals using telephone lines, internet service, and cellular networks is dependent on the reliability and availability of those service providers' networks. See page 2 for additional details regarding limitations of telephone, internet, and cellular communication services. The most reliable and recommended configuration is a combination of two of these modes of communication so that if one service is unavailable another service will transmit the signals to the central station. Where VOIP Service is used, it may be secondary to IP or cellular.

Remote control and other interactive services that are included in this Agreement are not part of the alarm system, and are not designed to protect the customer or the premise or notify the customer of alarms, and are not monitored by the Central Station.

Term, Billing, Renewal & Expiration:

The initial term of this agreement expires 3 year(s) from the date the initial central station testing is completed or from the date of Agreement, whichever is later. This Agreement shall remain in full force for the initial term, and shall thereafter automatically renew for additional 1 year terms unless notice of termination is given by either party to the other, prior to the expiration of the initial term or any renewal period. **Customer must submit cancellation request to Koorsen.com/cancel.** If agreement is terminated during the initial term, customer agrees to pay fifty (50) percent of the remaining agreement balance. Customer agrees that at any time following the expiration of the initial term KFS may increase the service charges for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous charges. In the event Koorsen increases the service charges by an amount greater than 5% annually, Customer may terminate the agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. Each service payment is payable in advance. The balance of payments for the term of this Agreement is due upon execution of this Agreement. For the convenience of the parties and so long as there is no default in payments, Customer may make the payments as provided herein.
Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body relating to the installation or service provided under this Agreement and to pay any increase in charges to KFS for facilities required for transmission of signals under this Agreement.
Customer Acknowledgements and Entire Agreement - Customer understands and agrees that no alarm system can guarantee prevention of loss; that human error on the part of KFS or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged and that KFS is not responsible for such events. It is understood that KFS is not an insurer, that it shall specifically be the obligation of the customer to purchase any insurance which Customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the service or system is designed to detect or avert. This Agreement constitutes the entire agreement between the customer and KFS. In executing this Agreement, the customer is not relying on any advice or advertisement of KFS. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by the customer.

Customer's Initials: _____

~~Alisa M Fire cont for UIT~~

Per pricing Board-approved terms + conditions

Martha by mail, can cut at any time.

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Additional Terms and Conditions

1. LIMITED WARRANTY- Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 1 year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such detective components or to make mechanical adjustments to the system will be free of charge for a period of 1 year following the completion of the original installation. This warranty is extended only to the original consumer of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department
This Warranty does not apply to the conditions listed below and in the event Customer calls KFS for service under the Warranty and it is found that one of these conditions have led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the KFS representative whether or not the technician actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty," a charge will be made for such work at KFS' then applicable rates for labor and material.

2. CONDITIONS NOT COVERED BY WARRANTY: A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. Failure of the Customer to property close or secure a door, window, or other point protected by a burglar alarm device. C. Failure of Customer to property follow operating instructions provided by KFS at time of installation or at a later date. D. Trouble with leased telephone lines or communication facilities. E. Trouble due to interruption of commercial power or an electrical surge. F. Battery replacements, security screens, exterior mounted devices. G. Normal wear and tear. H. Expenses due to alterations in the Customer's premises, alterations of the system made at the request of the Customer or made necessary by changes in the Customer's premises. I. Damage to the premises or alarm system beyond the control of KFS. J. Any damage caused by repair services, modification, or improper installation by anyone other than KFS.
THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THE ONE (1) YEAR LIMITED WARRANTY. THE EXCLUSIVE REMEDY TO THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL KFS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY KFS, THE NEGLIGENCE OF KFS, OR OTHERWISE.
No agent, employee or representative of KFS or any other person is authorized to modify this Warranty in any respect.

3. INSTALLATION – A. Customer agrees to provide 110 AC electrical outlets at designated location(s) for equipment requiring AC power. B. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer warrants that Customer owns the premises in which the equipment is being installed and that the Customer has the authority to engage KFS to carry out the installation in the premises.
The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system.
If Customer or any governmental agency or insurance interest wants KFS to change the system described herein, Customer agrees to pay KFS' standard parts and labor charges for such changes. CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THIS SYSTEM AND UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

4. SIGNAL RECEIVING AND NOTIFICATION SERVICE shall be provided by KFS if the reverse side of this Agreement includes a charge for Central Station Monitoring Services. KFS will connect the system to an independently owned and operated monitoring facility (herein referred to as the CS). Under such service, in the event a burglary or hold-up signal, or fire signal registers at the Central Station, the CS shall endeavor to notify promptly the appropriate police or fire department and the designated representative of the customer. To avoid false alarms, the CS may elect to call your premises first to determine if an actual emergency exists before calling any authorities or Customer's representatives. If the CS has reason to believe that no actual emergency exists, the CS may choose not to place such notification calls. The CS may discontinue any part of this service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephonic communications between the CS office and your premises.
In the event a supervisory signal or trouble signal registers at the Central Station, the CS shall endeavor to notify promptly the designated representative of the customer.

5. COMMUNICATION FACILITIES - a. AUTHORIZATION-Customer authorizes KFS to make requests for information service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. b. DIGITAL COMMUNICATOR - The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals. Customer also understands that the CS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. Calls (including calls to the 911 emergency operator) cannot be made when the system is activated, and therefore Customer may wish to have the system connected to a separate telephone service. c. DERIVED LOCAL CHANNEL - The facilities and services provided by the Telephone Company, in connection with the services to be provided to the Customer hereunder, include what is generally described as Derived Local Channel service. Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph 6 Limit of Liability of the General Terms and Conditions of this Agreement.

6. INTERACTIVE SERVICES(Available only for residential security or standalone commercial security panels) - If Interactive Services are included in this Agreement and remote services are to be provided, the equipment will transmit data via Customer's internet or cellular service to Customer's device which is compatible with KFS's remote services server. KFS will grant access to server permitting Customer to access the system to arm and disarm the system, view system status and receive system status messages KFS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view any camera video unless video verification addendum is attached. Customer understands and accepts all responsibility for any and all consequences, intended or otherwise, of accessing and/or controlling the alarm system from a remote location. Customer also understands that remote access and messages may not be available from all locations, or on all devices or at all times, all of which are out of the control of KFS.

7. INTERNET AND CELLULAR COMMUNICATIONS - If this Agreement includes a Cellular communicator, the cellular Communications Company's network is used for transmission of alarm signals. If this Agreement includes an internet or Wi-Fi communicator, the Internet and the Customer's local area network are used for transmission of alarm signals. The Customer understands that if internet service is used, the loss of power to the premise may disable the Customer's local area network and the Internet service provider's (ISP) network interface (ie. ISP'S cable or DSL modem and/or router combination) and the internet or Wi-Fi communicator may not transmit the alarm signals to the CS. It is the customer's responsibility to provide an uninterruptible power supply (i.e. "UPS" or "battery backup") for the local area network and ISP equipment. It is also the Customer's responsibility to assure that the local area and wide area network equipment is secured so that these devices may not be damaged or disabled. The Customer agrees to notify KFS immediately regarding any changes of any kind to their internet or phone service and to test the alarm system and monitoring service after any such changes are made.
Use of Voice over Internet Protocol (VoIP) for transmission of alarm signals is not recommended, and is specifically disallowed as a path of communication for fire alarms in Indiana. VoIP refers to any telephone voice service that is delivered or transmitted over the internet. This type of service is typically offered by an ISP or third party "digital" or "internet" phone service provider and is NOT a reliable transmission mode for alarm signals. The Customer also understands that alarm transmissions made by the alarm system digital dialer connected to Plain Old Telephone Service (POTS) lines may also be subject to VoIP transmission by the local and long distance telephone carriers using this technology in their networks. This is referred to as "VoIP/Backhaul." Both VoIP service to the Premises and VoIP/Backhaul may cause alarm transmissions to be missed entirely or misdirected to the wrong Customer Premises, resulting in no notification or dispatch, or notification and dispatch to the wrong account. If KFS determines that VoIP service or VoIP/Backhaul service is causing unreliable alarm transmissions, Customer agrees to pay for installation of an internet or cellular communicator. Failure to do so will result in suspension of the Customer's monitoring service and does not relieve the Customer of their obligation to pay all monies due KFS under this Agreement or for any other services. The Customer understands that the transmission of alarm signals using telephone lines, internet service, local area networks, and cellular networks is dependent upon the reliability and availability of the Communication Company's network(s) and/or the Customer's network. The reliability and availability of all of these networks are outside the control of KFS. The most reliable configuration is a combination of two of these modes of communication and KFS recommends a combination of internet or Wi-Fi and cellular communicators.

8. CANCELLATION - It is understood and agreed that this Agreement may be terminated by KFS in the event that the Customer fails to follow the operating instructions provided at the time this system was installed which results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this Agreement.

9. CUSTOMER DUTIES - Customer will instruct all persons who may use the system on its proper use. Customer will test the system's protective devices and send test signals to the Central Station in accordance with KFS' instructions at least monthly. If the system includes space protection (i.e. ultrasonic, microwave, infrared, photo beams, under carpet mats or other such detectors) Customer will turn off, control or remove all things such as air conditioning systems, heaters, and pets that might interfere with such devices when they are turned on. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, Customer will replace the batteries as indicated by the system, and at least as frequently as specified by manufacturer instructions. CUSTOMER UNDERSTANDS THAT KFS IS NOT AN INSURER. IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR $500.00, WHICHEVER IS GREATER. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE, OR INJURY RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. IF THE CUSTOMER DESIRES KFS TO ASSUME A GREATER LIABILITY, KFS SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY KFS OF SUCH GREATER LIABILITY PROVIDED, HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD KFS AS AN INSURER. SO FAR AS IT IS PERMITTED BY CUSTOMER'S PROPERTY INSURANCE COVERAGE, CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD KFS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE CUSTOMER'S PREMISES WHETHER SAID CLAIMS ARE MADE BY CUSTOMER, HIS AGENTS, OR INSURANCE COMPANY OR OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY KFS AGAINST AND DEFEND AND HOLD KFS HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST KFS BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY AND THE OBLIGATIONS OF THE CUSTOMER, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED KFS COMPANIES, AND TO ANY OTHER COMPANY WITH WHICH KFS MAY CONTRACT TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN.

10. This Agreement shall be interpreted in accordance with Indiana law. Customer consents to personal jurisdiction and venue in any state or federal court located in Marion County, Indiana. UNLESS A LONGER PERIOD IS REQUIRED, BY APPLICABLE LAW, ANY ACTION AGAINST KFS IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR OF THE CAUSE OF THE ACTION.

12/29/25

Customer's Initials: _____

Customer Information

Customer Account No:	[redacted]	Monitoring Account No:	For Internal Use Only
Panel Model:	Vista	Panel SN / Radio CRC:	
Communicator Model:		Radio SIM / MAC:	

Billing Preferences

Recurring services will be prorated to the nearest calendar interval selected and invoiced at the start of that period. Annual services may be invoiced two months prior to service period.

Frequency		Delivery Method		
___	Monthly (Auto-Pay only)	___	Auto-Pay (KFS will refer to Billing Contact to obtain auto-pay information)	
___	Quarterly	___	Email	_____
___	Semi-Annually	X	Mail	
X	Annually	___	Portal	_____

Purchase Order Required?

___	Yes	X	No	PO #:	Exp:

Authorized User / Contact and Notification Information

Authority Level	Account Changes	Place On Test	Cancel Dispatch
Admin	✓	✓	✓
Limited Admin		✓	✓
User			✓

User / Contact Call Order

Please complete the list with the contact information of those you would like to have notified when an alarm or trouble occurs.
Please list at least 3 different contacts. See below for more information.

	myAlarms.com Access	User / Contact Name	Phone	Pref. Contact Method	Email	Monitoring Password	Auth. Lvl
1							
2							
3							
4							
5							
6							
7							
8							

Clarifications

Web Portal Access is a web based app that provides visibility into your monitoring account. It allows for viewing signal history, placing the system in and out of test and viewing and managing contacts for central station notifications.

Pass Code is a number or word the user identifies themselves with when engaging with central station operators to cancel a dispatch or with Koorsen offices to request information. It is important for the user to not only know their user code for the alarm panel, but also remember their pass code for interaction with central station and Koorsen. If a user forgets their pass code, a false dispatch may result and Koorsen will not be able to provide information to the user. For issues with retrieving a passcode, call 866-KOORSEN or email customerservice@koorsen.com.

Fire alarm signal notification procedure is to notify the 1st then 2nd contact, if the 1st does not respond. From there, the central station operators will notify the fire department emergency dispatch center unless the first or second contact responded to the notification and provided a valid pass code and instruction to not dispatch. Once the fire department is dispatched, the operator will continue down the notification list until someone acknowledges the call. Trouble signals will be notified upon by means of email or text messages unless "call notification" is selected on the first page of this Agreement.

Intrusion alarm signal notification procedure is to notify the 1st then 2nd contact, if the 1st does not respond. From there, the central station operators will notify the police department emergency dispatch center unless the first or second contact responded to the notification and provided a valid pass code and instruction to not dispatch. Once the police are dispatched, the operator will continue down the notification list until someone acknowledges the call. Trouble signals will be notified upon by means of email or text messages unless "call notification" is selected on the first page of this Agreement.

By signing below the customer agrees that they have received and accepted the limited warranty, limit of liability and other conditions on PAGES 1 and 2.

Koorsen Fire & Security, Inc.	Title	Date	Koorsen Rep Printed Name
	Territory Account Manager		Amy Mitan

Customer's Acceptance	Title	Date	Customer's Printed Name

By acceptance, I acknowledge that I have received a copy of this agreement and I hereby authorize KFS to check my credit information.

WADSWORTH CITY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by the Wadsworth City Board of Education ("Board") and Wadsworth Community Radio ("Contractor") (collectively "Parties").

WHEREAS, the Contractor has expertise in providing services sought by the Board; and

WHEREAS, the Board wishes to utilize the Contractor's services and abilities during the term of this Agreement and the Contractor is willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

   a. During the term of this Agreement, the Board hereby engages the Contractor and the Contractor hereby agrees to serve the Board as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.

   b. The Contractor hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

   c. The Contractor's duties shall be as follows:

      - The Contractor's duties shall be as follows:

      - Provide live coverage of Wadsworth High School home football games and select post-season games;

      - Provide live coverage of Wadsworth High School home boys' and girls' basketball games and select post-season games;

      - Provide Wadsworth High School coach interviews throughout the school year;

      - Provide coverage of Wadsworth High School Sports Hall of Fame ceremonies and inductee interviews throughout the school year;

      - Provide Wadsworth High School sports reports in news breaks throughout the week;

- Promote Wadsworth City Schools Art and Music events and provide recording or live coverage of select events;

- Provide coverage of Wadsworth City School District news;

- Provide live coverage of Wadsworth High School commencement;

- Provide opportunities for students in the Four Cities Compact Media Communications program to learn about careers in the field of radio communications, including the potential for students to produce a show(s) in the Wadsworth Community Radio studios; and

- Promote Four Cities Compact programs and events throughout the school year.

2. TERM

This Agreement shall begin on January 1, 2026 and end December 31, 2026. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

The Board shall pay the Contractor $2,500.00 quarterly, for a total of $10,000.00 during the term of the Agreement. Payment will be made upon receipt of an invoice from the Contractor. Invoice should be sent to:

Wadsworth City School District
Treasurer's Office
625 Broad Street
Wadsworth, OH 44281

Or to
invoices@wadsworthschools.org

4. INDEPENDENT CONTRACTOR RELATIONSHIP

a. The Board and the Contractor acknowledge that the Contractor is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Board and the Contractor. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional and satisfactory

manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.

b. The Contractor shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Contractor shall indemnify and hold the Board harmless from any claims covered by this Paragraph pursuant to Paragraph 7 of this Agreement.

5. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Contractor agrees that it will adhere to all applicable Board policies, guidelines, and standards, including, without limitation, all safety guidelines and programs, as well as all applicable state, local, and federal laws, including, but not limited to the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Contractor further agrees that its staff will adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's staff.

6. NONDISCRIMINATION

The Contractor covenants that it does not and will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law.

7. INDEMNIFICATION

The Contractor will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by the Contractor in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in

responding to any such claims arising from or connected with the provision of services under this Agreement.

The Board will defend, indemnify and hold the Contractor, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Contractor in connection with the provision of services under this Agreement when such claims, liabilities, actions, suits, damages and/or losses are in connection with, or arise out of the negligent acts or omissions or willful misconduct of the Board, its agents, employees or students to the extent permitted by law. The Board's obligations under this section of this Agreement shall not exceed the amount provided by insurance purchased by Board for this purpose or the amount appropriated by Board for this purpose; whichever is greater. In no case, shall any of the Board's members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless the Contractor under the terms of this Agreement.

8. LIABILITY INSURANCE

At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at its sole cost, as follows: Professional liability insurance, $1,000,000.00 per occurrence. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If coverage changes, the Contractor must forward evidence of new coverage within ten (10) days of the change. The Board shall be named as Additional Insured for all policies except workers' compensation. The insurances shall be carried by insurance companies authorized and licensed to transact business in Ohio, as selected by the Contractor.

Contractor shall also maintain at all times during the term of this Agreement workers' compensation coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence of such coverage.

Contractor shall also maintain at all times during the term of this Agreement unemployment coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence of such coverage.

9. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the Party at the address set forth below, or to such changed address as a Party may have fixed by notice to the other Party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:	If to the Board:
Tom Stugmyer	Andrew Hill
102 Main Street #101	625 Broad St.
Wadsworth, OH 44281	Wadsworth, OH 44281

10. TERMINATION

This Agreement may be terminated without cause by either Party on thirty (30) calendar days written notice of said intent, delivered by certified or registered mail upon the other Party at the address provided in Paragraph 14 of this Agreement. Additionally, the Board may terminate this Agreement immediately and without penalty if the Contractor engages in illegal conduct or other conduct that is contrary to the educational mission of the Board.

11. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Medina County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties, and supersedes any previous agreements they may have made, whether orally or in writing.

13. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party.

14. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both Parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the Party to be charged. However, if the Board is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate by the Board without written consent of the Contractor.

15. WAIVER OF BREACH

The waiver by any Party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any Party hereto.

16. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Board and the Contractor shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

17. COUNTERPARTS

This Agreement may be signed by the Parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement. This Agreement shall be binding when executed by both Parties.

18. SUNSHINE LAW COMPLIANCE

The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public, in accordance to the law.

IN WITNESS THEREOF, the Parties hereto have set their hands.

_____ _____

Contractor* Date

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

WADSWORTH CITY
BOARD OF EDUCATION

By _____ _____
President (In his/her official capacity only) Date

And by _____ _____
Superintendent (In his/her official capacity only) Date

And by _____ _____
Treasurer (In his/her official capacity only) Date

Attachments: Board Resolution No. _____

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____ _____
Treasurer Superintendent
(In his/her official capacity only) (In his/her official capacity only)

_____ _____
Date Date

_____

Board President
(In his/her official capacity only)

_____
Date

Shared Services ALLIANCE

PROPOSED SCOPE OF WORK

	Shared Services Alliance (SSA)
Client	**Wadsworth City Schools**
Project	**Payroll Consultation Services**
Objective	**To provide Wadsworth City Schools payroll support**

SERVICES AGREEMENT ("Agreement"), dated as of and effective December 29, 2025 (the "Effective Date"), is made by and between Wadsworth City Schools, ("District"), and Shared Services Alliance to provide Wadsworth City Schools transportation support services.

SCOPE OF WORK

SSA will provide targeted payroll support for **calendar year close and W-2 processing**.

- **On-site support (1 full day):**
  - Review calendar year-end payroll activity
  - Assist with final payroll reconciliation
  - Validate taxable wages, deductions, and retirement reporting
  - Support W-2 review and processing readiness
- **Virtual support (as needed):**
  - Follow-up reconciliation assistance
  - Issue resolution related to CYE payroll items
  - W-2 processing questions and troubleshooting
  - Coordination with payroll staff through email, phone, or virtual meetings

TERM

This Agreement shall have an initial term commencing on December 29, 2025 through January 31, 2026.

PROPOSED FEE $80 per hour

Shared Services
ALLIANCE

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

WADSWORTH CITY SCHOOLS

Signature_____

Printed Name: _____

Title: _____

Date: _____

SHARED SERVICES ALLIANCE

_____

Ryan Pendleton, Executive Director

DATA CONFIDENTIALITY AND USE AGREEMENT

This Data Confidentiality and Use Agreement ("Agreement") is entered into effective December 29, 2025, (the "Effective Date") by and among the following parties:

- Shared Services Alliance ("SSA")
- Wadsworth City School District Board of Education ("District")

SSA and District are referred to individually as a "Party" and collectively as the "Parties." A Party who receives Confidential Information, as defined below, is referred to as a "Receiving Party."

1. **Purpose of Data Release; Services.** SSA is a division of the Educational Service Center of Northeast Ohio, which is defined under O.R.C. §3312.01 and providing services in accordance with O.R.C. §3313.843. In the performance of its services (hereinafter referred to as "Services"), SSA and District exchange certain data and Confidential Information (defined below).

2. **Confidential Information**. "Confidential Information" means certain information or data that is disclosed or made available by District to SSA, or SSA to District, in connection with the Services under this Agreement, regardless of form or the manner in which it is furnished, which includes, without limitation: (a) student information; (b) personnel information; and (c) data, information, statistics, trade secrets and any information about expenses, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remains Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party in violation of this Agreement, (b) information either obtained from a third party other than Disclosing Party or already in a Receiving Party's possession before receipt from Disclosing Party, if the Receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, (c) information independently developed without reference to Confidential Information, and (d) information that may be disclosed by Receiving Party subject to prior written approval of Disclosing Party.

3. **Nondisclosure.** Except as specifically authorized in this Agreement, a Receiving Party shall not disclose Confidential Information to any other person or entity without Disclosing Party's prior written consent. The parties acknowledge that certain laws may prohibit certain uses or re-disclosures of Confidential Information. Accordingly, Receiving Party agrees that in no event shall Receiving Party use or re-disclose Confidential Information in any manner or for any purpose prohibited by applicable law, regulation, or other legal mandate. Receiving Party shall use the Confidential Information for the sole purpose of performing Receiving Party's Services or business operations. Receiving Party agrees that the only employees who will receive

the Confidential Information will be those who have: (a) a need to know the Confidential Information for the purposes set forth herein, (b) been instructed to safe-guard the Confidential Information from disclosure and treat such Confidential Information as confidential, and (c) been made aware of this Agreement and its terms. Receiving Party agrees to notify Disclosing Party of any unauthorized use or disclosure of the Confidential Information.

4. Compelled Disclosure. If Receiving Party is required to disclose the Confidential Information of Disclosing Party as part of a judicial process, government investigation, legal proceeding, public records request, or other similar process, Receiving Party shall give such prior written notice to the Disclosing Party to allow the Disclosing Party to seek an appropriate protective order or modification of any disclosure. Failure to provide this notice to Disclosing Party will constitute a material breach of this Agreement. Receiving Party shall reasonably cooperate in any efforts by Disclosing Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required.

5. Permitted Uses. Receiving Party shall use Confidential Information solely to perform Services or as authorized by Disclosing Party.

6. Restrictions on Use. Receiving Party and its authorized employees shall not use Confidential Information for any purpose other than as authorized in this Agreement. Without limiting the generality of the preceding sentence, the Receiving Party and its authorized employees shall not, directly or indirectly, for itself or another person: (a) sell, license or grant any other rights to Confidential Information; or (b) use or contribute Confidential Information for the creation, operation or improvement of any product, service or database for external or commercial use by a third party.

7. Return or Destruction of Confidential Information. Upon termination of this Agreement, any and all Confidential Information received by Receiving Party shall be returned along with all copies of the same to the Disclosing Party, or shall be destroyed, upon the request and at the option of the Disclosing Party, if feasible. If return or destruction is not feasible, the protections of this Agreement shall survive the termination thereof and will continue to apply to such Confidential Information and further uses and disclosures of the Confidential Information shall be limited to those purposes that make the return or destruction of the information infeasible.

8. Additional Policies and Agreements.

(a) Each Receiving Party shall have in place sufficient administrative, physical and technical security safeguards and firewalls to prevent Confidential Information from unauthorized use, access or disclosure, and shall demonstrate such sufficiency if requested by Disclosing Party. If a Receiving Party becomes aware of any information indicating an actual or likely breach of any provision of this Agreement, or unauthorized access, the Receiving Party shall immediately inform Disclosing Party and cooperate with Disclosing Party to address the issue.

(b) Receiving Party may use a third party to host, store, or backup Disclosing Party's Confidential Information ("Host Provider"). The Receiving Party shall bind Host Provider in writing to terms and conditions outlining the protections and security of Disclosing Party's Confidential Information substantially similar to the terms and conditions in this Agreement.

(c) A Receiving Party must promptly notify Disclosing Party after it is subject to a merger, change of control, dissolution, or sale/transfer of substantially all its assets so that Disclosing Party may assess the ongoing disclosure and use of Confidential Information. Receiving Party shall not disclose, or grant access, to Confidential Information to any other entity in connection with a merger, change of control, dissolution, or sale/transfer of substantially all it assets without Disclosing Party's prior written approval.

(d) Confidential Information is made available as is. Disclosing Party makes no express or implied representation or warranty regarding the accuracy or fitness for any particular purpose of the Confidential Information.

9. Termination of Rights.

(a) Receiving Party's right to use and/or maintain Confidential Information will terminate on the earliest of: (i) conclusion of the Services performed for or between the Receiving Party and Disclosing Party; (ii) termination of the relationship between the Receiving Party and Disclosing Party; or (iii) Disclosing Party withdrawing its consent to use, receive, or maintain the Confidential Information.

(b) Following the termination of rights set forth in Subsection 9(a), Disclosing Party may direct Receiving Party to destroy or delete all Confidential Information in its possession and instruct Receiving Party's authorized employees to destroy or delete all Confidential Information in its possession. The Receiving Party will certify such destruction or deletion to Disclosing Party upon request. To the extent full destruction or deletion is infeasible, Receiving Party may retain Confidential Information on a limited basis: (i) to the extent required by applicable law; and (ii) to the extent Confidential Information has been electronically archived and cannot be reasonably extracted. Confidential Information retained pursuant to this Subsection 9(b) will remain subject to the protections under this Agreement.

10. General Provisions.

(a) Remedies and Liability. A Party shall be responsible for a breach of the terms of this Agreement whether breached directly by such Party or through its directors, officers, or employees. The District acknowledges and agrees that SSA and SSA's directors, officers, agents, representatives, and employees shall not be responsible for any liabilities, obligations, damages, costs, and/or expenses arising out of or in connection with or resulting from any breach, violation, negligent act, willful act, or nonperformance by District and its directors, officers, agents, representatives, and employees. SSA acknowledges and agrees that District and District's directors, officers, agents, representatives, and employees shall not be responsible for any liabilities, obligations, damages, costs, and/or expenses arising out of or in connection with or resulting from any breach, violation, negligent act, willful act, or nonperformance by SSA and

its directors, officers, agents, representatives, and employees. A Party shall have the right, in addition to any other rights and remedies it may have, at law, in equity or otherwise, to injunctive relief in a court of competent jurisdiction to restrain any breach of this Agreement or otherwise to specifically enforce any provision of this Agreement. No failure or delay by a Party in exercising any right hereunder will operate as a waiver thereof.

(b) Assignment. Receiving Party may not assign any of its rights or obligations under this Agreement without Disclosing Party's prior written approval.

(c) Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the confidentiality, maintenance, and use of Confidential Information, and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon a Party, unless approved in writing by such Party.

(d) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio, without regard to the conflict of laws, rules or principles thereof. The Parties agree that the exclusive venue for any action, suit, claim, counterclaim, cross-claim or otherwise with respect to this Agreement and/or the subject matter hereof shall be the state courts sitting in Cuyahoga County, Ohio (the "Ohio Courts"), and each Party knowingly and voluntarily hereby submits and consents to the jurisdiction of said courts over such Party and hereby expressly waives and releases any and all defenses, claims or other rights or remedies it may have or may assert or allege to establish that jurisdiction or venue in the Ohio Courts is in error, improper or otherwise invalid in any respect.

(e) Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (including counterparts by any form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement (including by means of an electronic signature), and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement among the Parties.

The Parties have entered into this Agreement effective as of the Effective Date.

_____District	Ryan Pendleton, Shared Services Alliance
By: _____	By _____
Print Name: Title: Date:	Print Name: Ryan Pendleton Title: Executive Director Date:

BRT Bob Rogers Travel

Group Name: Wadsworth High School

Trip Start Date: 2026-01-14

Primary Destination: Orlando, FL

Trip End Date: 2026-01-19

Quote Number: Q-13857

I. PROPOSAL BASIS

This tour agreement is for the stated number of paying people in your proposal. Any deviations from this number will result in a change of the price per person. Your final payment will be adjusted to reflect the final number of travelers. These terms and conditions together with any other documentation we provide you form the basis of your contract with us (hereinafter The Agreement). By booking a tour with us, you are accepting and consenting to The Agreement.

II. PAYMENTS

Your signature and deposit confirm your acceptance of your trip proposal. To allow us to begin booking the transportation, lodging, meals and attractions we will need the signed tour agreement and deposit by February 18, 2025 . We cannot guarantee terms of the trip proposal until we are in receipt of your deposit and signed tour agreement.

All trip costs must be paid in full 45 days prior to departure. If any payment per the payment schedule is not received on time, Bob Rogers Travel reserves the right to cancel your trip and retain all fees paid by the trip participant(s).

III. ROOMING LISTS

We require all rooming lists to be typed on the rooming list template provided to you by Bob Rogers Travel and returned in electronic format. Handwritten and/or faxed rooming lists will not be accepted.
Please note that the sheets are titled FEMALE STUDENTS, MALE STUDENTS, and ADULTS.

Group rooming lists will be due in our office no later than 90 days prior to departure. If not received by the due date, cancellation of room reservations will occur or penalties will be enforced by the hotel property(ies).

IV. CANCELLATION POLICY FOR ENTIRE GROUP. Bob Rogers Travel is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which will affect the amount which is non-refundable. Should a cancellation become necessary, please inform Bob Rogers Travel immediately in writing and request a written confirmation of your cancellation. Upon, receipt Bob Rogers Travel will make every effort to secure you the maximum possible refund. However, in addition to any penalty outlined above, there may be amounts which we are unable to recover from the vendors. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund.

In addition to any terms of our suppliers the following cancellations fees from Bob Roger's Travel will also apply:

91 days or more from departure – 100% refund less nonrefundable vendor payments made by BRT
90 days or less from departure – Refund less any non-refundable vendor payments and a 15% service charge.

V. CANCELLATION POLICY FOR INDIVIDUALS

All cancellations must be in writing to Bob Rogers Travel. The date of the postmark is the date used to determine the amount of the cancellation fee. All money and fees paid prior to individual cancellation are non-refundable. No refunds or credits will be issued for a cancelled participant.

VI. AIRFARE

If applicable, a separate air agreement will be sent for your review and signature once the air has been confirmed. Air Travel will be governed by the terms and conditions of the airline.

VII. TAXES

All taxes and service charges are included as of the date of your proposal. These taxes and charges are subject to change in the event of any increase or decrease prior to departure.

VIII. MANDATORY PERMISSION & MEDICAL RELEASE FORM *(applicable to student groups only)*

A copy of the Mandatory Permission & Medical Release Form needs to be saved by the school or organization for each traveler and accessible for 5 years from the date of the trip.

IX. DISCLAIMER

BOB ROGERS TRAVEL, Inc. and its agents act only in the capacity of agents for the participants in all matters pertaining to accommodations, tour activities, meals and transportation. We arrange for a variety of travel related products from different suppliers and service providers, including but not limited to airlines, tour operators, rental car companies, accommodations providers and any other suppliers of the travel services ("Suppliers"). Each Supplier has its own terms and condition that are applicable to your particular arrangements in addition to our general terms and conditions; Bob Rogers Travel, does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to the travel. All suppliers are independent contractors, and are not agents or employees or representatives of Bob Rogers Travel. All arrangements are subject to the terms and conditions specified by each supplier, and by utilizing the services, all customers agree that neither Bob Rogers Travel, nor its employees, agents, or representatives is liable for any injury, personal injury, damage, loss, accident, delay or irregularity which may happen by default of any hotel, motel, restaurant, bus, airplane, steamship, taxi, railroad, car rental agency, tour service, company or person rendering any of the services involved or by natural forces.

X. FORCE MAJEURE

No responsibilities are accepted, nor will we pay any compensation or refund where the performance or prompt performance of our contractual obligations are prevented for any cancellation, damage or delay due to illness, pilferage, labor dispute, machinery breakdown, quarantine, epidemic, pandemic, medical or customs or immigration regulation, delay, or cancellation governmental restraints, weather, war, incidents of politically motivated violence, or other causes beyond - our control. In the event that it becomes necessary to cancel or alter a tour or any aspect of that tour, such alterations will be made and, in the event of cancellation, our regular cancellation fees will apply.

XI. STUDENT BEHAVIOR

Acceptable participant behavior is determined solely by the group leader/school. Participants may be sent home at the school's discretion for behavioral concerns. Any participant sent home for behavior or disciplinary issues will be sent at their sole expense, and no refund will be available for any portion of the trip.

XII. HEALTH AND SAFETY

For the safety or our guests, Bob Rogers Travel reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

XIII. TRAVEL PROTECTION

Bob Rogers Travel, believes that planning a successful trip also means considering what to do when things don't go as planned. Travel Protection safeguards your travel investment, your belongings, and most importantly, you. Your travel protection plan should cover at a minimum, cancellation, cancel for any reason, curtailment, medical, emergency travel and personal accidents, and damage or loss to personal belongings.

Bob Rogers Travel recommends student coverage including Cancel for Any Reason through Trip Mate. Bob Rogers Travel is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. Bob Rogers Travel cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker. If a participant chooses to travel without adequate travel protection, we will not be liable for any of your losses howsoever arising, which would have been covered by adequate travel protection.

XIV. SEVERABILITY

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, the remaining portions shall remain in full force and effect.

XV. GOVERNING LAW AND VENUE SELECTION

This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Illinois,~~ Ohio without regard to its choice of law rules. Each of the parties hereto consents and agrees to the jurisdiction of any state court or any federal court sitting in ~~Illinois,~~ Ohio and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute arising out of this Agreement, or concerning the conduct of either party in connection with this Agreement or otherwise, shall be heard only in the courts described above. **All claims must be submitted in writing and received by Bob Rogers Travel no later than sixty (60) days after the completion of the Bob Rogers Travel Tour. Any claims not submitted and received within this time shall be deemed waived and barred.**

BOB ROGERS TRAVEL, INC. and Wadsworth High School *(Group Name)* agree to the above proposal and conditions effective on the date signed below.

I, Doug Beeman *(Group Leader Name)*, agree to adhere to the provisions in the agreement regarding payment schedule, room list deadline, final itinerary and equipment list for airline where applicable, and any other pertinent information to help us make our trip more successful. I understand our trip proposal is based on a specific amount of paying people and if our numbers increase or decrease it could have an effect on the per person "TOUR PACKAGE COST".

GROUP LEADER	**BOB ROGERS TRAVEL, INC.**
Doug Beeman	
Name of Authorized Representative	Name of Bob Rogers Travel Representative
Signature of Authorized Representative	Signature of Bob Rogers Travel Representative
Date _____	Date _____

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I. RATIONALE

This joint agreement is written to provide a framework for the agencies listed below to develop specific collaborative and cooperative agreements to serve infants, toddlers, and preschoolers of families who are eligible for services under Public Law 108-446 (Individuals with Disabilities Education Improvement Act of 2004 - Parts B and C), Ohio Revised Code Chapter 3323 and 5126.05, Administrative Code Sec. 3301-51, and Amended Substitute House Bill 248, Executive Order 94-13V, as enacted by The Education of The Handicapped Act Amendments of 1986, 100 STAT.1145 (1986), 20 USC 1471 et seq. as amended (Part "H"), as well as 45 CFR Parts 1304, 1305, 1306, and 1308.

II. PARTIES INVOLVED

This agreement is among the Community Action Wayne Medina Head Start and Early Head Start programs, Medina County Board of Developmental Disabilities, the Medina County Early Intervention Program, and the following city and local school districts in Medina County:

Black River Local Schools
Brunswick City Schools
Buckeye Local Schools
Cloverleaf Local Schools
Educational Service Center of Medina County
Highland Local Schools
Medina City Schools
Wadsworth City Schools

Signatures showing support are contained on the final page. Hereafter these parties are referred to as Board of Developmental Disabilities, Head Start,-Part C Early Intervention services and Local Education Agency (LEA). This agreement also has support from the State Support Team for Region 8, Ohio Department of Education and Workforce, Office of Early Learning and School Readiness, The Ohio Department of Developmental Disabilities, United States Department of Health and Human Services and the Ohio Head Start Association, Inc.

III. PURPOSE OF INTERAGENCY AGREEMENT

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The purpose of this agreement is to assist the LEAs, Part C Early Intervention and Head Start/Early Head Start in meeting the challenges of working collaboratively when faced with different interpretations of criteria establishing eligibility for disability services to children, ages birth to age 5, in Medina County. The dilemma is not and should not be which set of criteria is correct but how best to establish a framework that supports a unified system and promotes collaboration in providing services to children and families.

This agreement establishes who has the responsibility for specific services, as has been defined in Ohio's Joint Agreement Between Federal Regions V and XII Administration for Children and Families (Head Start), The Ohio Department of Education and Workforce, and the Ohio Department of Developmental Disabilities (Part C and Medina County Board of DD). Whenever appropriate, this information is formatted into four columns to clearly delineate agency roles. The agreement also provides guidance for the economical use of funds by discouraging the duplication of services and by promoting communication and collaboration. It allows Head Start to continue to provide quality services in a timely manner for children who are ineligible for special education services under Ohio regulations and who might not otherwise receive services.

Collaboration among the LEAs, Head Start, County Board of DD and Part C provides services to young children with disabilities, ages birth through age 5, and their families while making the best use of available resources and avoiding duplication of effort. The purposes of this agreement are to outline roles and responsibilities, and to provide guidance for collaboration between the LEA, the county board of Developmental Disabilities, Part C-Early Intervention, and Head Start/Early Head Start in order to:

1.) Guarantee that all eligible children have access to the full range of services under the agreed-upon definition of eligibility contained herein.

2.) Assure the involvement of parents and families in all services provided to children, including procedural safeguards.

3.) Enhance the array of services and options available to children and families.

4.) Facilitate the smooth transition of young children between Part C Early Intervention, Head Start and the LEAs.

5.) Maximize services through the joint utilization of resources.

6.) Assure placement of eligible children in the least restrictive environment with the provision of appropriate services.

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7.) Assure the sharing of information for the benefit of the child and family as a strategy for avoidance of duplication of effort.

A. ROLES & RESPONSIBILITIES OF LEA, HEAD START/EARLY HEAD START and EARLY INTERVENTION

LEA	*HEAD START*	*Part C, Early Intervention Service Coordination*	*Medina Co. Board of Developmental Disabilities*
LEAs are required by the child identification process provisions of P.L. 108-446 (IDEA Reauthorization 2004) to locate, identify and evaluate all children (birth through age 21) residing within their boundaries who may be eligible for special education services. LEAs are required to identify children with disabilities birth through age 21 and provide services to children with disabilities age three through five years who are determined eligible and in need of special education and related services.	Head Start is required to have a minimum of 10% of its funded enrollment for children with identified disabilities. Aide children are expected to participate in the full range of Head Start activities in an integrated setting with their typically developing peers, and to receive needed special education and related services as specified in an IEP written by the LEA 45 CFR 1302.60 of Head Start Performance Standards. To support individualization for children with disabilities in their programs, Head Start must assure that services for enrolled infants and toddlers with disabilities and their families support the attainment of the expected outcomes	The Part C Early Intervention program (ORC 5123) is responsible for serving children/families birth - 3 years who have a developmental delay or disability. The Early Intervention Service Coordination (EISC) program is responsible for these program components: 1) a service coordinator to aid them in navigating the early intervention system. The EISC is responsible for ensuring parent rights and overseeing all activities and services and determining needed supports. 2) a developmental evaluation assessing all 5 developmental domains; two licensed and/or certified disciplines are required for each evaluation	Ohio's Early Intervention Program serves children ages Birth to Three Years and their families. In collaboration with the Early Intervention Service Coordination (EISC) program, MCBDD provides services through the use of the Evidence Based Early Intervention model that includes: services in natural environments, use of a Primary Service Provider (PSP) approach and incorporates the adult learning strategy of coaching in working with parents/caregivers to enhance child development. Services are available on a year-round basis. Early Intervention services will be provided in accordance with Part C of the Individuals with Disabilities Education Act. 20 U.S.C. 1431

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	contained in the Individualized Family Services Plan (IFSP).	3) a family assessment to determine concerns, priorities and resources 4) an Individualized Family Service Plan (IFSP), a family centered plan; outcomes are based on family concerns and priorities for their child.	through 1445 and rules promulgated by the Ohio Department of Children and Youth
LEA -ages birth through 21 1. To assure that parents are equal partners in the process and can exercise parental rights with regard to identification, evaluation; and 2. To assure provision of services for children ages 3 through 21; and 3. To assure an exchange of information; 4. To provide differentiated referral for children birth through age 21; 5.To conduct evaluations for diagnoses or eligibility for services for children birth through age 21 6. To develop Individualized Education Plans (IEP) for ages 3 through 21.	Head Start, birth through age 5, in conjunction with the LEA and Part C-Early Intervention 1. To provide screening services within the timelines as established in the Head Start Performance Standards; 2. To assure that necessary evaluations and determination of eligibility for services occurs; 3. To assure the development of an IEP or IFSP; 4. To collaborate with other community resources to assure service delivery.	EISC – ages birth to 3 years of age under Part C IDEA 1. To provide developmental screenings and/or evaluations to determine eligibility (25% in one or more areas, a confirmed, approved diagnosis or Informed Clinical Opinion regarding need for services). 2. To provide a family assessment to determine family concerns and priorities, identify resources. 3. To develop an IFSP based on those concerns and priorities. 4. To provide community referrals for any additional needs to collaborate with other service providers. 5. To develop a transition plan	Ages birth to three years: 1. In collaboration with the EISC grant, to provide screenings and/or multi-disciplinary evaluation as appropriate to determine eligibility for EI services. 2. To provide family focused/Evidence Based Early intervention services to families in the child's natural environment in accordance with the child's Individual Family Service Plan (IFSP) 3. To collaborate with school districts or other programs at transition to provide information regarding child progress, performance, and

		for families when exiting early intervention at age 3.	continuing needs (with parent consent).

Assurance of Maintenance of Effort

LEA	*HEAD START*	*Part C, Early Intervention Service Coordination*	*Medina Co. Board of DD*
The LEAs are responsible for assuring a free appropriate public education (FAPE) for eligible preschool children at no expense to the family.	Head Start is committed to maintain efforts and fiscal support for provisions of services to children with disabilities.	Early Intervention is responsible for providing a coordinated system of supports and services for infants and toddlers with developmental delays or disabilities and their families and is maintained with federal Part C of IDEA grant funding.	MCBDD is dedicated to providing EI services to eligible children ages birth-3 and their families, to working collaboratively with LEAs to build successful transitions from EI to preschool.

CONCEPTUAL AGREEMENT

The following conceptual framework has been mutually agreed upon by the LEAs, Head Start, County Board of DD and HMG. *This framework is the foundation for development of this local agreement among the LEAs, Head Start, County Board of DD and* HMG.

The primary focus of this agreement is to outline the collaborative efforts among Head Start, the LEAs, County Board of DD and HMG. *Consistently coordinated efforts among agencies and programs are encouraged to meet the individual needs of the children and families in providing required services.*

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A. CHILD FIND AND IDENTIFICATION OF CHILDREN WITH DISABILITIES

	LEA	*HEAD START*	*Part C, Early Intervention Service Coordination*	*Medina Co. Board of DD*
Agency Responsibility	The LEAs are the lead agencies for Part B, ages three through 21, and the Ohio Dept. of Health is the lead agency for Part C, birth through age two. In conjunction with the local HMG service system, the LEAs retain responsibility for the location and identification of all children with disabilities from birth through age 21	Head Start will follow mandates to include collaboration with agencies where the targeted enrollment includes infants, toddlers and/or preschoolers. Head Start will participate in the child find plan. Evidence of that participation is the completion of the child find form due to LEA's annually.	The EISC grant includes funds for child find and follows all state guidelines regarding those activities. Those funds are maintained by the Family Children's First Council and managed by the Public Relations Committee. That committee plans and implements child find activities. Activities may include EISC staff participation in local events, print media, social media, etc.	The MCBDD EI staff will assist with the early intervention grant funded child find activities as requested and with districts and Central Coordination in outreach activities as appropriate. MCBDD conducts agency community engagement events; EI child find activities may be incorporated into those events.
Identification	Child Find is the joint responsibility of the LEAs and Part C-Early Intervention as the lead agencies under IDEA, Parts B & C. LEAs are obligated to provide services to identified children at age	Coordinated communication efforts of early childhood Part C service providers, Part C service providers and the LEAs will benefit both families and the communities.	EISCs are required to notify LEA's of children who will be turning three and potentially eligible for public school preschool programs and services. Those notifications occur on a	The MCBDD will participate in Child Find activities as requested and will collaborate with EISCs in identification of children who are potential transitions to public school

	three.		quarterly basis to all Medina County school districts (Feb, May, August, Nov).	
Local Requirements	The school district where the parent resides has the responsibility for preschool special education services. LEAs participate in the transition planning process prior to the child's third birthday. ***Clarify ODE rule re: participation in TPC. (3) Transition from "Part C Early Intervention" Each school district is responsible for the following activities related to transition for a child receiving Early Intervention services under part C of the Individuals with Disabilities Education Act, as amended by the Individuals with Disabilities Education Improvement Act of 2004, December 2004 (IDEA): (a) If invited by a representative of the part C system, a school district	If Head Start suspects that a child has a disability as described in Ohio Administrative Code Chapter 3301-51 of Head Start Disability Regulations, with parent consent, a referral is made to the district of residence.	EISCs are responsible for planning the transition of children from EI to districts or other community agency as they are approaching their third birthdate. Permission to conduct a Transition Planning Conference (TPC) meeting is obtained at the IFSP closest to the child's second birthdate. The TPC must be scheduled no earlier than 9 months and no later than 90 days prior to the third birthdate. If a disability is suspected, the LEA must be invited to the TPC with parent permission. The EISC will obtain mutually agreeable dates and send an invitation to attend that meeting to LEAs,	The MCBDD will work collaboratively with EISCs and the LEAs in the transition planning process if potential disability is suspected. A transition summary report will be completed to document progress, successful strategies and continued areas of need. That report will be provided to districts no earlier than the transition planning conference date (unless specifically requested by district). The Primary Service Provider (PSP) will attend the TPC meeting and participate in the identification of a transition outcome on the IFSP.

	representative shall attend a conference to discuss transition from "Early Intervention" services to preschool. (i) The school district shall not delay or refuse participation in the transition conference because of residency disputes or the absence of a birth certificate. A school district may use the thirty days following the transition conference to confirm residency and gather other enrollment documentation, or document attempts to gather such evidence. (ii) The transition conference may occur up to nine months before a child's third birthday. (iii) The school district shall document participation in the conference. (b) The date of referral to the school district shall be the earliest of the following: (i) One hundred fifty days prior to the child's third birthday, if the transition planning		and/or any other individual or agency parent identifies. At the TPC, EISC reviews evaluation and assessment information, current IFSP, discusses progress and ongoing needs. Transition outcome is identified.	

	conference or notification from part C occurs more than one hundred fifty days prior to the child's third birthday; or (ii) The date the part C representative first notifies the school district about the child, if this date is within one hundred fifty days prior to the child's third birthday; or (iii) The date of the transition planning conference if the transition planning conference occurs within one hundred fifty days prior to the child's third birthday.			

B. ELIGIBILITY

The LEAs, Head Start, County Board of DD and are committed to a system of service for young children and their families that is equitable, and family centered, where parents are participants in the system. To prevent a fractured system whereby some services are available to some children and their families from one service provider but not from another service provider, criteria for early intervention, special education and related services will be determined according to state requirements.

In this manner, all children identified with disabilities and their families are afforded:

* *a free appropriate public education for ages 3-5*
* *an IEP or IFSP*
* *due process*
* *protection in evaluation services*
* *confidentiality, and*

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** child find and identification*

	LEA	*HEAD START*	*Part C, Early Intervention Service Coordination*	*Medina Co. Board of DD*
Eligibility Criteria & Processes	Eligibility criteria for special education and related services will be determined according to state requirements described in Operating Standards for Ohio's Schools Serving Children with Disabilities. The process of identification, referral and evaluation protected under procedural safeguards begins as soon as a child is referred for a suspected disability. This may occur after the screening process is conducted. Once LEA has determined a suspected disability, the LEA will initiate the evaluation. Parents have the right to	Children who exhibit developmental delays but are not eligible for Special Education as defined by the Ohio Administrative Code 3301-51, do not generate funds under federal or state provisions. These children may require additional classroom support for successful participation in the early childhood program as such meet the criteria of "at risk". The Head Start mandate is to provide a comprehensive developmental program accessing resources to meet the needs of all children enrolled. (1302.61) Individual needs will be met through the standards set by the Head Start Performance Standards for individualizing and additional resources as	Referrals are received through a statewide data-base for any child with a suspected developmental delay or diagnosis. Under EI rule, children may be eligible for EI services via one of four methods: 1. Developmental delay on standardized test -1.5SD in one/ more areas 2. Diagnosis on a list of state approved diagnoses likely to result in developmental delay/disability 3. Diagnosis on a form submitted by child's physician identifying a condition likely to result in developmental delay 4. Informed clinical opinion (ICO).	MCBDD EI staff participate in team evaluations & assessments to determine eligibility for services in accordance with EI rule. Children may be eligible for EI services via one of four methods: 1. Developmental delay on standardized test -1.5SD in one/ more areas 2. Diagnosis on a list of state approved diagnoses likely to result in developmental delay/disability 3. Diagnosis on a form submitted by child's physician identifying a condition likely to result in developmental delay 4. Informed clinical opinion (ICO)

	consent or refuse the evaluation, assessment and special education services.	necessary; Parents have the right to consent or to refuse evaluation assessment and early intervention services.	*Eligibility does NOT need to be re-determined annually regardless of how a child was initially made eligible (BDI-3, DX on list, DX on form, ICO). Once a child is eligible for EI they are always eligible for EI.	* Eligibility does NOT need to be re-determined annually regardless of how a child was initially made eligible (BDI-3, DX on list, DX on form, ICO). Once a child is eligible for EI they are always eligible for EI.
Child Count	Preschoolers, ages 3 through 5, who do not meet the eligibility criteria for special education as defined by the Ohio Administrative Code 3301-51 will not be counted as children with disabilities nor provided a formal IEP developed with the school district	Head Start is committed to provide the number of children receiving services under IEPs to the school district annually by December 1 utilizing Child Count. Children with an LEA-administered IEP, enrolled in a Head Start setting will be counted towards the 10% enrollment for children with disabilities. Preschool children with disabilities enrolled in Head Start will therefore have a plan developed and administered by the LEA.	EI referrals are maintained through a statewide intake and referral system through Bright Beginnings in Cuyahoga County. All referral eligibility, evaluation/assessment IFSP, transition and exit information is maintained by a statewide data-base, the Early Intervention Data System (EIDS). Children exiting EI at age 3 who are Part B eligible (based on reporting from the district) is also a count maintained through EIDS, as well as all other defined exit reasons.	MCBDD will provide services to all children identified as eligible for services as staffing permits. There is no waiting list for services. If unable to serve due to staffing limitations, the EISCs are responsible for locating and coordinating services. Child count for EI services is maintained through both the statewide EI databased and the MCBDD data base.

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C. CHILDREN ENTERING OHIO/MEDINA COUNTY WITH EXISTING IEPs/IFSPs

LEA	*HEAD START*	*Part C, Early Intervention Service Coordination*	*Medina Co. Board of DD*
The LEAs will follow the procedures specified in P.L. 108-446 (IDEA 2004) and in the education procedures for the state of Ohio.	If a child enters Head Start on an IFSP/IEP, the Disability Coordinator will, with parental consent, contact the HMG/LEA to receive a current IFSP/ IEP. If family has moved from one district to another, the Head Start staff will assist the family in contacting the new district to have the IFSP/IEP updated. If the IFSP/IEP is from another state, Head Start will assist parents in contacting HMG /LEA to update existing IFSP/ IEP.	For children entering Medina County with an existing IFSP from another county in Ohio the plan will be updated for appropriate changes (address/contact info, change in services/service providers, outcomes, etc.). Eligibility method at initial evaluation and periodic, annual review and transition dates are unchanged. Transfer of child is managed through the EIDS system, and the EISC will request all records available from transferring county. Children entering Medina County from out of state may require eligibility determination according to Ohio guidelines, and a new IFSP using approved Ohio forms will be developed.	The MCBDD collaborates with the EI and LEAs for children entering Medina County with an existing IFSP from another county within the state. A service provider will be identified and IFSP updated to reflect local service Children entering Medina County from out of state may require eligibility determination according to Ohio guidelines, and a new IFSP using approved Ohio forms will be developed.

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D. TIMELINES

When referring agencies notify the LEAs or of a child suspected of having a disability, procedures will be followed, and responsibilities assigned according to the provisions of this agreement. There may be shared responsibility in obtaining parental permission, identification, evaluation and parent involvement. There should be ongoing dialogue regarding procedures for individual children about the referral processes.

LEA	***HEAD START***	***Part C, Early Intervention Service Coordination***	***Medina Co. Board of DD***
LEAs will adhere to the timelines specified in P.L. 108-446 (IDEA 2004), in Chapter 3301-51-Timelines may not exceed the federal/state timelines. In the case of the initial evaluation, evaluations must be completed with an eligibility decision made within 60 days of parent consent. If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed within 30 days of this determination, and within ninety days of receiving parent consent for evaluation, or within 120 days of referral.	Head Start is mandated to provide screening within 30-90 days after program services begin (medical - 30 days, dental - 90 days, developmental - 45 days) and it is strongly recommended that all available agency data be recognized as part of the referral process with parental consent. Head Start will refer children who are suspected of having a delay and going to kindergarten in the coming school year no later than December 10th. Children who enter Head Start after this date and are suspected of having a delay	The following must be completed within 45 days of referral into the EI system: Consents for enrollment, family assessment, eligibility determination by child evaluation and/or assessment and initial IFSP meeting. After completion of the IFSP, service delivery must be initiated within 30 days of IFSP. Six months from initial plan date, a plan review must be completed in order for plan to be considered current. An annual re-determination is completed on or before one year from initial IFSP date. Transition planning begins at the IFSP closest to the child's 2 birthdate with parent	Parent consents for services, the family assessment, child-focused multi-disciplinary evaluation and assessment, and the IFSP must be completed within 45 days from referral. The first date of EI interventions services must be completed and documented within 30 days of the IFSP. MCBDD EI staff will participate in the transition process. A transition planning conference must be scheduled no later than 90 days before child's third birthdate. A transition summary report will be provided to districts on the TPC date, unless specifically requested by the district.

	will be referred to the LEA as soon as possible and prior to Kindergarten screening. The December 10th deadline only refers to a child entering Kindergarten in the coming school year.	notification and consents signed. No sooner than 9 months and no later than 90 days before the child's third birthdate, a Transition Planning Conference must be conducted. If a disability is suspected, the LEA must be invited to attend the TPC to identify next steps to the family.	

E. REFERRAL PROCESS

All agencies have timelines established with regard to the child identification process. It is recommended that this agreement include a description of how each agency is involved with regard to children suspected of having a disability or identified as having a disability.

When Head Start notifies the LEA ~~of~~ of a child suspected of having a disability, procedures will be followed, and responsibilities assigned according to the provisions of this agreement. There may be shared responsibility in obtaining parental permission, identification, evaluation and parent involvement. There should be ongoing dialogue regarding procedures for individual children with regard to the referral processes.

	LEA	***HEAD START***	***Part C, Early Intervention Service Coordination***	***Medina Co. Board of DD***
Identification	Screening process shall be	Head Start will collaborate	Early Intervention	An evaluation &

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Process	implemented to determine if the child has a suspected disability. If, during the screening process, a child is suspected of having a disability, a referral for an evaluation is made.	with LEA providers in alignment with Head Starts Disability Plan with regard to procedures for making referrals for evaluation and determining whether there is a need for special education, related services and/or early intervention services. As part of the screening process, Head Start will make LEA's aware of possible referrals. The LEA will review the information provided to determine if enough information/data exists to pursue a referral. If not, information/data will continue to be compiled. If information substantiates the necessity for a referral, the LEA will contact the parent/ legal guardian and continue with the process. Documentation of interventions will be included in the information provided to the LEA. With parental/legal guardian consent a Head Start	referrals are received and processed through a statewide database, the Early Intervention Data System. Referrals are directed to the appropriate county. Once the referral is received, each county has 45 days from that date of referral to complete the enrollment and consent process, the evaluation/assessment process and the IFSP. If a child is suspected of having a disability, the transition to the LEA begins through the Transition Planning process. The transition process must begin no earlier than 9 months and no later than 90 days prior to child's third birthdate. Parental consent for LEA notification is signed and a transition outcome developed. Next steps are identified.	assessment team is identified through a weekly teaming process. Once an EISC has completed enrollment, consents and the family assessment process, the child comes to team for E&A assignment and scheduling. Once E&A is completed, child will return to teaming meeting to confirm eligibility and PSP assignment, and IFSP meeting is scheduled. All activities take place within 45 days of referral. If eligible and an IFSP is developed, services must begin no later than 30 days from the IFSP date. If a disability is suspected and parent has agreed to transition planning, the PSP will participate in that process, all activities to occur no later than 90 days before child's third birth date.

		information packet is sent to LEA. The following should accompany the Head Start referral: results of both the developmental and social/emotional screenings and if applicable, copies of child support plans and mental health observations. Once a child 0-3 years of age has failed an ASQ-3 and ASQ-SE, a Head Start staff will have a conversation for parental consent. Head Start staff will assist parent to complete an online referral within 2 weeks to central hub. Head Start staff will give the referral packet to the parent to contact EI within 2 weeks to state central coordination and local early intervention program. Head Start will follow-up in a timely manner on each referral made by Head Start until an IFSP/IEP is written or the child is considered not eligible for services.		

Using existing Information	The LEA's screening, the EI evaluation and assessment and/or information from appropriate sources such as Head Start and Board of DD should be used as part of the screening process to determine if there is a need for further evaluation, provided the information is current within the past 12 months.	The LEA's screening the HMG EI evaluation and assessment and/or information from appropriate sources may be used as part of the screening process to determine if there is a need for further evaluation, provided the information is current within the past 12 months. Interventions that occur prior to the evaluation process will be documented and shared with the LEA or HGM Part C providers.	Information from family members, caregivers, other service providers, including medical will be considered in the eligibility determination process. For children eligible for EI services in the state of Ohio, transfer to another county occurs without duplication of the E&A and eligibility process. The existing IFSP will be updated to reflect local services.	All medical reports and prior evaluations, assessment and intervention information received will be considered in the development of intervention plans.

F. EVALUATIONS

It is recommended that the LEAs, Board of DD, and Head Start determine shared responsibilities. The goal of this process is to prevent duplication of efforts. When parties have a basic agreement as to responsibilities and processes, it would seem practical that all available data be incorporated into the assessment process.

	LEA	***HEAD START***	***Part C, Early Intervention Service***	***Medina Co. Board of DD***

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			Coordination	
Timelines	If, after all information has been reviewed, and an evaluation is deemed necessary, procedural safeguard information will be provided to the parent, paperwork specified in required forms, and the evaluation will be completed within the timelines mandated by P.L. 108-446 (IDEA 2004) and Chapter 3301-51.	Head Start will address evaluations for birth-preschool children in accordance with established guidelines. As soon as a child is suspected of being a possible referral, in accordance with Chapter 3301-51, the LEA will be notified of this concern.	The Early Intervention Service Coordination grant, under Part C of IDEA, is responsible for the child evaluation and assessment (E&A) process to determine eligibility and need for services. The E&A must be completed by two licensed/certified professionals. Once completed, if eligible and a need for services determined by the team, an IFSP must be developed within 45 days of initial referral.	MCBDD staff participate in one half of the evaluation and assessment as an in-kind contribution to the EISC grant. The evaluator partners with a grant funded designated evaluator (RN) from the Medina County Health Dept. to complete the E&A process. All eligibility activities and IFSP must be completed within 45 days of referral.
Personnel Qualifications	Personnel conducting evaluations in accordance with Rule 3301-51-11 to determine eligibility for preschool special education and related services will meet the requirements set forth within published test administration requirements. Evaluations must be conducted in accordance with Chapter	Testing and evaluation procedures in Head Start Performance Standards (1302.91(e) (5)(6) will be administered by appropriately trained staff The LEA and Head Start will coordinate a convenient time in person or video conference when a teacher or qualified staff member to participate in an interview	The evaluation and assessment (E&A) must be completed by professionals licensed/certified in two different areas of expertise. See ORC 5123-10-02 for a completed list of qualifications.	The evaluation and assessment (E&A) must be completed by professionals licensed/certified in two different areas of expertise. See ORC 5123-10-02 for a completed list of qualifications.

	3301-51 to determine a documented deficit.	conducted by trained, certified or licensed LEA personnel with consent from the parent/ legal guardian. Additionally, the teacher will provide classroom observation information as part of evaluation, with consent from the parent/ legal guardian.		

G. INDIVIDUALIZED PLANS FOR SERVICE DELIVERY

IDEA stresses the role of multiple agencies and assumes that the efforts of other agencies will be maintained.

	LEA	***HEAD START***	***Part C, Early Intervention Service Coordination***	***Medina Co. Board of DD***
Individual Plan	If a child is determined to be a preschool child with a disability, an IEP will be developed in accordance with Chapter 3301-51-11 and Operating Standards for the Education of Children with Disabilities. Head Start must be invited to be present during	Head Start will be invited to the IFSP meeting with parental/legal guardian's consent regardless of the referral source if the family is currently enrolled in Head Start Teachers/Family Visitor will be invited to attend the meeting. If neither can attend, the Family Service Specialist can attend in	Once a child is determined eligible for early intervention services, an Individualized Family Service Plan (IFSP) is developed. The IFSP is based on family concerns and priorities and is implemented in the context of their daily routines. The plan is	MCBDD staff assigned to be the primary service provider, based on the child's greatest area of need, will participate in development of the IFSP, providing input regarding outcomes, strategies and services. Staff shall also participate in all IFSP reviews.

	development of a district IEP if Head Start initiated the referral or if an IEP team is to consider Head Start as the least restrictive placement. IEPs developed by the LEA will be supervised by the LEA. If a child is going to receive services through the Board of DD, they must also be invited to the meeting.	their place. The Education Coordinator would then attend if all other staff are unable. The Head Start teachers will receive consultation from the LEA or the HMG service coordinator to insure the child is receiving services as spelled out in the IFSP/IEP. Head Start will guide the family in the evaluation process. Head Start will give the family a copy of the information packet including information how to contact the outside agency for a developmental screening. This developmental screening will be used to determine if a disability is suspected.	reviewed every 6 months at a minimum, more frequently if needed, and a new plan is developed annually.	Services will be determined by the team in the development of the IFSP process to support the attainment of expected outcomes.
Provision of Services	The LEA will assure the identification, evaluation and provision of a free appropriate public education (FAPE) for all children, including those enrolled in Head Start, found to be eligible for special	Head Start will support families with enrolled infants and toddlers identified under Part C of IDEA in the evaluation and IFSP development process and ins supporting the attainment of the expected outcomes	The Early Intervention service coordinator is responsible for locating services and/or funding for needs identified by the team during the E&A and IFSP process. There are a total of 18 identified EI	Children ages birth to three shall have services provided in the natural environments by a staff member assigned as a Primary Service Provider. PSP must have appropriate licensure

	education and related services. The LEA must assure that these services are provided	contained within the IFSP. In like manner, Head Start will support families of preschoolers identified under Part B of IDEA with IEP development and the attainment of expected IEP outcomes. Children from 0-3 with disabilities enrolled in Head Start programs will have an IFSP developed and administered by HMG EI Preschool children with disabilities enrolled in Head Start programs will have an IEP developed and administered by the LEA Head Start will not contract for supervision of special education services if the child is served in Head Start with an IEP or IFSP.	services. See 5123-10-02.	and/or certification in their area of expertise. Services will be provided in compliance with the IFSP. Input regarding progress and additional needs shall be provided in the context of IFSP review meetings.
Timelines	An IEP will be developed in a timely manner and will not exceed the mandated timelines.	Head Start will complete screenings within 45 days and will notify LEAs or central coordination and local	The IFSP must be developed within 45 days from the initial referral. Any service identified on	IFSPs must be written within 45 calendar days of referral and services on the IFSP must begin with

		Part C Early Intervention Program of possible referrals as soon as required documentation and parental consent is obtained.	the plan must begin within 30 days of the IFSP.	30 calendar days of the IFSP meeting.
Individual Plan Review	IEPs will be reviewed at least once annually in accordance with federal and state requirements.		The IFSP must be reviewed at a minimum of 6 months from the initial IFSP date. It can be reviewed more frequently as needed to revise outcomes, frequency of visits, strategies, method of service delivery or location.	IFSPs must be reviewed every 180 calendar days or at the time of any change in services. IFSPs may also be reviewed at other times, at the request of the parent or other IFSP team members. Annual re-evaluation and/or assessment and IFSP is required within one year of initial IFSP date.

H. SERVICE DELIVERY

	LEA	***HEAD START***	***Part C, Early Intervention Service Coordination***	***Medina Co. Board of DD***
Comprehensive Services	The LEA is responsible for assuring a free, appropriate public education (FAPE) at no expense to the family.	The definition of comprehensive services for Head Start include education, health (medical,	The service coordinator is responsible for ensuring families have access to and coordinate	EI services are services which meet the federal requirement under IDEA: Provided in a manner that

	If the IEP team determines that a child's needs are best met in the Head Start or Board of DD program, the LEAs and Head Start or Board of DD will determine ongoing responsibilities respectively. The LEA is to provide alternative service delivery options [3301-51-11] including center-based programming and itinerant services. Placement is the culmination of the IEP process. ESY opportunities are reviewed at every IEP meeting. ESY is determined on an individual basis. .	dental, mental health, nutrition), social services and parent involvement which under the Revised Performance Standards are categorized under the following headings: • Early Childhood Development and Health Services • Family and Community Partnerships and • Program Design and Management Head Start staff will work closely with HMG staff and LEA staff to meet goals on the IFSP or IEP. These goals will become part of our agency's plans. Head Start staff will work closely with EI /LEA staff to meet IEP/IFSP goals.	funding for services determined necessary by the IFSP team to meet the outcomes.	supports the research and evidence for how very young children learn best: by providing support to families and caregivers to enhance child development, in the context of the family's daily routines and in natural environments. Services must be provided by personnel qualified to meet the services on the IFSP.

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I. TRANSITION

LEA	*HEAD START*	*Part C, Early Intervention Service Coordination*	*Medina Co. Board of DD*
Procedures will be followed according to the Medina County Interagency Transition Agreement. Includes: *1* Assurance of placement in the least restrictive environment *1* Plans for parental involvement *1* Adherence to requirements in Chapter 3301-51 Any specific plans already in place in Medina County for transitioning children into a program. LEAs will send an	Procedures will be followed according to the Medina County Interagency Transition Agreement. Includes: *1* Compliance to Head Start *2* Performance Standard requirements 1302.60 and 1302.61 (c) Includes all children with Disabilities or who are eligible for IDEA and their families to receive all applicable services in the least restrictive environment.	The early intervention service coordinator is responsible for developing a transition plan for children approaching their third birthdate. No less than 90 days and no more than 9 months prior to birthdate, a Transition Planning Conference (TPC) is scheduled. The service coordinator and parent are required to attend; other invitees may include service providers and, if a disability is suspected, the LEA. If parent consents to LEA participation, EISC will schedule TPC with them at a mutually agreed upon date, and a meeting invitation will be sent to each participant. Parent may identify other caregivers or providers they would like to	Each child receiving EI services will have a written transition plan as part of his/her IFSP. A Transition Summary Report will be written by the child's PSP summarizing services during stay in early intervention. This report will be submitted to the LEA and the child's service coordinator on or immediately after the TPC date (report timeline agreed upon by all district representatives). PSP will participate in the TPC along with the family, EISC and the LEA and any other parties identified by the parent. If the LEA is unable to attend a meeting by the child's TPC due date, a TPC is still required; the parent and PSP will develop plan, including a transition outcome.

invitation to the IEP meeting to Part C-Early Intervention service coordinators and DD staff if family has provided consent for their participation. LEAs will ensure that Part C Early Intervention service coordinators has a copy of either a brochure or some other type of documentation that will help Service Coordinators discuss the continuum of service options available to children if they are found eligible for preschool special education services. At the transition planning conference, the LEA will be the agency responsible for discussing the continuum of service options available to children who quality and informing all parties when decisions regarding service and placement will take place.	1302.61 Head Start works closely with local agency IDEA and other service partners to ensure services with children with IEP/IFSP's are provided in the childhood home or classroom at greatest extent possible.1302.60 Commitment to comply with any specific plans already in place in Medina County for transitioning children into a program, across programs and out of programs. Head Start Performance Standard 1302.33 states that HMG will share screening information with CAW/M with parents' consent.	participate in the TPC. If the LEA is unable to attend a meeting by the child's TPC due date (90 days before third birthdate), a TPC is still required; the parent and PSP will develop plan, including a transition outcome. EISC will follow up with LEA regarding next steps for family.	

If the LEA has not been able to receive a response from the family after either Referral for Evaluation (PR04) or Consent for Evaluation (PR05) has been completed, the LEA will work with Head Start, HMG, and/or DD to communicate with the family. The LEA will document attempts to communicate with the family, using at least three different means of communication. If the LEA is still unsuccessful in obtaining a response from the family, a Prior Written Notice (PR01) will be sent to the family.			

J. PERSONNEL

As part of Medina County's commitment to provide a system of service to young children and their families that is equitable, personnel responsible for early intervention, special education and related services will be qualified to do so under state criteria.

	LEA	***HEAD START***	***Part C, Early Intervention Service Coordination***	***Medina Co. Board of DD***
Direct Services	Personnel providing direct special education services to	Under Chapter 3301-51, a child identified as a	Early Intervention Service Coordinators must hold an	MCBDD EI service providers include

	children with disabilities must hold the appropriate state certification and/or licensure. Preschool special education itinerant and center-based teachers must be qualified in accordance with Rules 3301-24 or 3301-51 of the Ohio Administrative Code as applicable.	preschool child with a disability may receive itinerant services within a community-based program that meets the requirements of Chapter 5104 and where a qualified staff member is assigned to the child. The Preschool Head Start teacher certification requirement for Head Start is a minimum of a two-year degree in early childhood education or closely related field. Head Start Preschool teacher who holds a 2-year degree is considered a qualified staff member. Therefore, itinerant services, if determined appropriate through the IEP, may be delivered in a Head Start classroom. For itinerant services to be provided within a Head Start classroom by the LEA, the Head Start teacher must have a minimum of a two-year degree in early childhood education or closely related	associate's, bachelor's, or graduate-level degree from a council on higher education, accredited college or university in a field related to working with infants or toddlers or children with disabilities or families. They must also complete required training through DODD for their service coordination certificate and maintain that credential without lapse.	Developmental Specialists, Occupational Therapists, Physical Therapists, and Speech/Language Pathologists. Each must hold a professional degree and certificate/license from their professional organization or licensing board and must maintain that credential without lapse.

		field. Early Head Start teachers must have a minimum of a CDA (Child Development Associate4 Accreditation) and 2 years' experience working with children 0-4.		
Related Services	Related services personnel must be qualified in accordance with Rule 3301-51 of the Ohio Administrative Code and/or hold state licensure if contracted through other community agencies.	Related services personnel must hold state licensure if contracted through other community agencies.	Not applicable	Not applicable
Evaluation Services	Personnel conducting evaluations in accordance with Rule 3301-51-11 to determine eligibility for preschool special education and related services must meet the requirements set forth within published test	Personnel conducting evaluations in accordance with Rule 3301-51-06 to determine eligibility for preschool special education and related services must meet the requirements set forth within published test administrations requirements.	Personnel conducting EI evaluations and assessment to determine eligibility and need for services must do so in accordance with EI Rule 5123-10-02. Rule required that professionals with two different licenses/certification in different areas of expertise participate in that process.	Personnel conducting EI evaluations or determining eligibility must do so in accordance with rule 5123-10-02 which requires professionals with two different licenses and/or certifications in different areas of expertise participate in that process.

Joint Trainings	LEAs will notify Part C-Early Intervention and HS about joint training opportunities	HS will notify Part C-Early Intervention and HMG about joint training opportunities.	Early Intervention will notify community partners of any appropriate joint training opportunities.	MCBDD will notify LEAs and Head Start about joint training opportunities

K. PARENTS' RIGHTS AND PROCEDURAL SAFEGUARDS FOR CHILDREN ELIGIBLE UNDER IDEA

LEA	*HEAD START*	*Part C, Early Intervention Service Coordination*	*Medina Co. Board of DD*
To assure the involvement of parents and families in all services provided to children with disabilities and provide equity of services delivery systems, parents will be informed of their rights and a full explanation of procedural safeguards as delineated under Public Law 108-446 (IDEA 2004) and Ohio Administrative Code 3301-51-11.	When Head Start notifies the LEA and HMG of a child who may be referred, or suspected of having a disability procedure will be followed as determined by the parties involved. There may be shared responsibility in obtaining permission from the parent or legal guardian, identification evaluation, and parent/ family involvement. There will be ongoing dialogue regarding procedures for individual children with regard to the referral process.	Families are informed of the voluntary nature of participation in the EI program when contacted following referral. In accordance with rule 5123-10-01, parents of children in EI have many rights and protections under the Individuals with Disabilities and Protection Act (IDEA). Parents will be informed of their rights and a full explanation of procedural safeguards during the initial visit with the service coordinator and at every subsequent IFSP meeting	EI Service Coordination is responsible for informing parents of their rights and procedural safeguards. Procedural safeguards are provided in writing and explained verbally. ~~Procedures established with the Ohio~~ Parents will be informed of their rights and a full explanation of procedural safeguards during the initial visit with the service coordinator and at every subsequent IFSP meeting (initials, reviews and annuals) thereafter. An electronic

	Head Start staff informs families of the referral process. If further information or support is needed the Education Coordinator will contact parents to provide that support or information. Head Start field staff and the Education Coordinator, and assigned staff, work hand in hand to see that the process is not intimidating for the families. Families are informed of their rights within the process. The Early Head Start/Head Start Programs will resolve interagency disputes in accordance with The Head Start Performance Standards, IDEA and State Regulations.	(initials, reviews and annuals) thereafter. An electronic brochure is provided at each of those opportunities. A hard copy of brochures is offered to families or available by request.	brochure is provided at each of those opportunities. A hard copy of brochures is offered to families or available by request.
Strategies for parent involvement in referral, identification, evaluation and placement processes must be in place to assure parent involvement in all aspects of the program. This includes the IEP process and can			

additionally include, but is not necessarily limited to, parent conferences, orientation meetings, classroom participation, etc.			

L. ***EVALUATION OF INTERAGENCY AGREEMENT***

The agreement will be reviewed once a year at a minimum to assess effectiveness of the procedure outlined in the agreement for supporting interagency work. Changes will be made to the agreement as needed. All key stakeholders will have the opportunity to review changes prior to the agreement being finalized.

	LEA and Board of DD	***HEAD START***	***Part C, Early Intervention Service Coordination***	***Medina Co. Board of DD***
Annual Evaluation	A representative from each Medina County LEA and will participate in interagency agreement	A representative from Head Start will participate in interagency agreement evaluation/review	A representative from the Early Intervention leadership will participate in the Interagency	A representative from the Early Intervention leadership will participate in the

	evaluation/review activities on behalf of their school district. After edits are made to the current agreement, all agencies involved will have a two-week period in which to review the edits and suggest changes or initiate further conversation needed prior to approval. Once approval has obtained, the document will be presented to superintendents and agency directors for signatures. A copy of the interagency agreement will be sent to each program's early childhood contact, district superintendent, or program director along with a copy of the meeting attendance list, and a letter confirming participation in the annual review process.	activities and will lead all changes and evaluation efforts in the interagency agreement on behalf of Head Start. After edits are made to the current agreement, all agencies involved will have a two-week period in which to review the edits and suggest changes or initiate further conversation needed prior to approval. Once approval has obtained, the document will be presented to superintendents and agency directors for signatures. A copy of the interagency agreement will be sent to each program's early childhood contact, district superintendent, or program director along with a copy of the meeting attendance list,	Agreement plan evaluation and review. After edits are made to the current agreement, all agencies involved will have a two-week period in which to review the edits and suggest changes or initiate further conversation needed prior to approval. Once approval has obtained, the document will be presented to superintendents and agency directors for signatures. A copy of the interagency agreement will be sent to each program's early childhood contact, district superintendent, or program director.	Interagency Agreement plan evaluation and review. After edits are made to the current agreement, all agencies involved will have a two-week period in which to review the edits and suggest changes or initiate further conversation needed prior to approval. Once approval has obtained, the document will be presented to superintendents and agency directors for signatures. A copy of the interagency agreement will be sent to each program's early childhood contact, district superintendent, or program director.

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		and a letter confirming participation in the annual review process.		
Procedures for Supporting Implementation of the Interagency Agreement	If a question or situation should arise during the course of time that the interagency agreement is in effect, the facilitating agency, Community Action Wayne Medina, will be contacted to arrange a county interagency agreement meeting to review policies and procedures outlined in the document to ensure continued support of collaboration and transition efforts.			

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AGENCIES INVOLVED IN THE SIGNING OF THE COMMUNITY ACTION WAYNE/MEDINA HEAD START INTERAGENCY AGREEMENT

X _____

Janice Wyckoff

Black River Local Schools

X _____

Date

X _____

Jason Niedermeyer

Brunswick City Schools

X _____

Date

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Date: 2025-2027

X _____

Kent Morgan

Buckeye Local Schools

X _____

Date

X _____

Daryl Kubilus

Cloverleaf Local Schools

X _____

Date

X _____

Catherine Aukerman

Highland Local Schools

X _____

Date

X _____

Dave Knight

Medina City Schools

X _____

Date

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X _____ X _____

Andrew Hill — Date

Wadsworth City School

X _____ X _____

William J. Koran — Date

Medina County ESC

X _____ X _____

Taylor Schell — Date

Help Me Grow

X _____ X _____

James Fox — Date

Wayne- Medina Community Action, Inc.

KENT STATE
UNIVERSITY

COLLEGE CREDIT PLUS

MEMORANDUM OF UNDERSTANDING

School Year 2026-2027

Between

KENT STATE UNIVERSITY *("IHE")*

and

[SCHOOL DISTRICT] *("LEA")*

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SECTION I: INTRODUCTION, DEFINITION, AND PURPOSE

"College Credit Plus Program" ("CCP") means a program that provides multiple opportunities for secondary school students in grades 7-12 who are Ohio residents to enroll in college-level courses on a full or part time basis and complete allowable academic, non-sectarian, non-remedial courses, for high school and college credit pursuant to ORC Chapter 3365.

This Memorandum of Understanding ("MOU") includes multiple sections for the different types of CCP course delivery, credentialing and responsibilities of high school instructors, and financial structure for the 2026-2027 Academic Year.

SECTION II: SCOPE

CCP shall be provided in accordance with the terms and conditions of this MOU, which supersedes all previous understandings, agreements, versions and addenda between IHE and LEA.

This MOU applies to all Kent State University campuses. Separate MOUs with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. This MOU is nonexclusive and the LEA may complete agreements with multiple Colleges and Universities. The IHE may complete agreements with multiple LEAs.

SECTION III: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION IV: LIABILITY OF PARTIES

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this MOU, as may be determined by a court of competent jurisdiction, and each party hereby agrees only to be responsible for certain claims with respect to that party's actions in connection with this MOU. It is specifically agreed that neither party shall indemnify the other party and each party agrees to be responsible for its own defense. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign or qualified immunity of the University, its employees, and/or the State of Ohio.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presence of students on its campus.

SECTION V: STUDENT ELIGIBILITY AND ADMISSION

Steps to Admission

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

a. Evidence student meets or exceeds state CCP remediation free standards as indicated in the "Uniform Statewide Standards for Remediation-Free Status" dated May 2019 (see Appendix "C") and/or secondary school transcripts with an unweighted high school GPA of 3.0 or higher

or other eligibility requirements.

b. Online CCP application submitted **prior to** IHE application deadline: April 15 for Summer and Fall; October 15 for Spring enrollment - Applications are FREE of charge
c. Secondary school transcripts
d. CCP Permission Form signed by student and parent/guardian
e. Applications are reviewed holistically in accordance with practices utilized with undergraduate applications for admission

Upon admission, students will participate in required orientation events and will meet with an assigned academic advisor prior to initial course registration. Students will continue to meet with their academic advisor prior to registration each academic term.

Course Approval

Student approval for CCP courses shall be by the IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this MOU cannot be used by either party to limit participation of a student enrolling in allowable courses that are not part of the MOU.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than eighteen (18) semester hours of credit per semester; no more than thirty (30) credit hours per academic year; and not more than the equivalent of four (4) academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of Section 3365.06 of the Revised Code, including those students eligible to start participating in the CCP program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

1) Determine student's number of high school ONLY units.
2) Multiply that number by 3, and
3) Subtract the result from the number 30.
4) That number is the total number of college credits that a CCP student may earn that academic year (summer, fall and spring terms) at any college or university as part of CCP.

Course Requirements

The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information whether the course is taught at the high school or college location or taught by a credentialed high school faculty member or IHE faculty member.

Eligible Semesters

Eligible students may enroll in CCP courses during Summer, Fall and Spring Semester under this MOU pursuant to the provisions of ORC Chapter 3365.

Academic Standing

Students whose semester and/or cumulative Kent State University GPA falls below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP. Students enrolled in CCP are subject to Kent State University policies regarding academic probation and dismissal.

CCP students shall follow the guidelines provided in ORC § 3365.091 and any other laws or regulations that may come into effect beginning with the summer term of the 2026-2027 academic year and the LEA shall be responsible for monitoring academic progress for students enrolled in multiple IHEs.

The LEA shall be responsible for placing an underperforming student as defined in OAC 3333-1-65.13 on CCP probation and dismissing a student from the CCP program according to the guidelines provided within this rule. The LEA shall promptly notify the student, the student's parent, and the IHE in which the student is enrolled of the student's status.

SECTION VI: COURSE ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all CCP MOUs:

Course Location and Format

CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

Academic Quality of CCP Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the IHE's normal offerings. All students enrolled in the IHE under the CCP program must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered. Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same textbook and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the University Outreach and Engagement Office contacts outlined in Appendix B. Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and the Ohio Department of Higher Education.

CCP 15 and 30 Credit Hour Pathways

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A. Additional pathways may be created between an IHE campus and school district. These Pathways shall be published among the LEA school's official list of course offerings from which a participant may select pursuant to ORC § 3365.13.

Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP within the parameters defined by ORC § 3365.06 (C) and OAC 3333-1-65.12 and any other laws or regulations that may come into effect beginning with the summer term of 2026-2027 academic year. CCP courses may be taken as high school electives or as high school core course credits. Students must complete fifteen (15) credit hours in Level I before progressing to Level II. The fifteen (15) credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

1) Transferable courses: Part of CTAG, OT36, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OT36: Ohio Transfer 36, TAG: Transfer Assurance Guides)
2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
3) Technical certificate courses
4) 15-credit hour or 30-credit hour model pathway courses
5) Study skills, academic or career success skills courses
6) Internship courses
7) Another course that may be approved by the Chancellor, Ohio Department of Higher Education ("Chancellor) on an annual basis

Upon completion of fifteen (15) credit hours in Level I, students may select Level II courses which include

any other college courses that are not a Level I course for which they have met prerequisites.

Non-Allowable Courses

Pursuant to OAC 3333-1-65.12, the following courses are non-allowable unless the Chancellor approves them for certificate or degree completion:

- One-on-one private instruction courses
- Courses with fees that exceed amount set by Chancellor
- Study abroad courses
- Physical education courses
- *PIF* or *SIU* grades (unless the course is an internship or is a transferable course for all students enrolled)
- Remedial courses and sectarian religion courses

SECTION VII: HIGH SCHOOL DELIVERED COURSES - GUIDELINES

The selection and offering of CCP courses are a shared responsibility between the IHE and each LEA. Each institutional representative is responsible for upholding all course requirements and agreements.

Memorandum of Understanding

The MOU authorizes the offering of CCP courses at participating LEAs. The MOU remains in effect for the academic year of 2026-2027 or until amended with agreement by both parties. See Section XXI for the Signature Page.

Overall Expectations of LEAs

- Adhere to all MOU requirements as noted within this document.
- Ensure that all students considering participation in IHE courses at the LEA location have completed the free online CCP application and have provided supporting documentation prior to the **IBE CCP application deadline dates of April 15 for Summer and Fall Semesters and October 15 for Spring Semester courses.**
- Submit names, applications, and supporting application documents for all CCP teacher candidates by March 1.
- Support the CCP teacher's attendance for a minimum of three (3) contact hours per year for IHE's required professional development offerings or meetings.
- Course syllabi must be submitted to the IHE academic department and the University Outreach and Engagement office and reviewed prior to the first day of classes for each course offered at the high school location.
- Review IHE course enrollment lists and finalize student enrollment at least **fourteen (14) days** prior to the first day of classes for each course offered at the high school locations. The LEA must provide each participating student's SSID numbers to IHE according to the CCP timeline.
- Communicate all schedule changes immediately to the IHE including add, drop, and withdrawal. Deadlines for each type of schedule change will be established at the beginning of the academic term.
- Adhere to IHE guidelines for minimum and maximum course section enrollments.
- Follow the rules of the CCP legislation as identified by the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education, and the Ohio Department of Higher Education.

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CCP Courses Taught on the LEA Campus and Student Enrollment

CCP courses delivered on the LEA campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials,

aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and

- All CCP students (enrolled and therefore receiving college and high school credit) must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.
- A student (not enrolled in the IHE) shall, along with the student's parents, be notified the student is not earning college credit and would likely be required to retake the course upon college enrollment if college credit is desired. The LEA is responsible for providing this notification in writing.

SECTION VIII: CCP HIGH SCHOOL TEACHERS - CLASSIFICATION, CREDENTIALING, AND MONITORING

Classification of CCP Teachers

CCP teachers are certified or licensed high school teaching employees who have been approved to teach Kent State University courses at those teachers' high schools during the regular school day. These teachers are employed by, and remain employees of the LEA, not IHE.

Teaching Load

CCP teachers are full-time employees of LEA and are contractually obligated to teach an assigned number of classes during the day by LEA. Therefore, the number of classes that are offered for CCP is determined by the number of qualifying students and may vary from high school to high school.

IHE Policy and Procedures

Although CCP teachers are full-time employees of the LEA wherein each teaches the college course(s). CCP teachers are expected to follow all IHE policies as applicable during the instructional time designated for CCP courses.

Credentialing of CCP Teachers

CCP teachers must meet the minimum credential requirements for postsecondary faculty as described within Chapter 4 of the "Guidelines and Procedures for Academic Program Review" document. published by the Ohio Department of Higher Education, August 2025.

CCP Course Monitoring Process

The IHE is responsible for ensuring that all CCP courses are taught by qualified teachers regardless of class location (i.e., college campus, high school campus, or satellite site). The IHE will monitor the quality of instruction in CCP courses in order to assure compliance with the standards established by the State of Ohio, the Higher Learning Commission, the College, the School District, and discipline specific accrediting bodies.

Course monitoring will include the following:

- Establish opportunities for CCP teachers to meet with appropriate IHE faculty to discuss the particular requirements for the courses and department as needed;
- Provide CCP teachers with information detailing add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, and other pertinent information;
- Coordinate Professional Development activities for the CCP teachers; and
- Conduct at least one observation for each teacher during the first year of review that the CCP Instructor is teaching the college-level course at the high school and at least once per year thereafter. The time for observations should be coordinated with the CCP instructor and building principal prior to the observation. The observation process will utilize the same criteria as for full-time and/or adjunct faculty.

SECTION IX: CCP HIGH SCHOOL TEACHERS - APPLICATION PROCESSES

The responsibilities of the LEA and IHE as well as the process for application and approval for CCP teachers are outlined as follows:

The LEA designee will:

- Identify prospective CCP teachers who will meet the credentialing criteria by March 1 of each year. **Only under specific and unanticipated circumstances might additional teachers be considered after March 1 for the upcoming school year.** Such circumstances include consideration of a new hire after the March 1 deadline owing to an unexpected retirement or resignation. IHE maintains the sole discretion whether to consider any CCP teachers after the March 1 deadline.
- Assist their teacher with the application process which will include but may not be limited to submitting transcripts, cover letter, and application.

The IHE will:

- Communicate with the LEA about the qualifications for CCP teachers.
- Meet with the prospective CCP teacher to answer questions and discuss the required expectations.
- Evaluate the prospective CCP teacher's credentials and transcripts before forwarding the documents to the appropriate Department Chair, Academic Dean, or Provost.

CCP Teacher Application Process

A high school teacher who is identified as a prospective CCP teacher must complete the IHE application process which includes:

- Kent State University online CCP Instructor Application form located on the Kent State CCP website (www.kent.edu/ccp).
- Resume including three professional letters of recommendation (Kent State University Department Chair will have the option to conduct reference checks).
- Undergraduate and graduate college or university transcripts from all institutions attended.
- Any additional information required to determine eligibility to teach the content material.

Approval Process

The approval process for the CCP teacher who will teach a college course will be consistent with the standards used to hire a faculty member for the course taught on the IHE campuses. Merely having the credentials to teach college courses is no assurance of approval into the program. The department chair has full authority to interview and to make the final decisions regarding the approval and dismissal of teachers teaching CCP courses in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective CCP teacher must be approved by the IHE department Chair in the teaching discipline, the Academic Division Dean, or the Provost and meet the same qualifications as IHE faculty. **The IHE Provost (Chief Academic Officer) has the final and official approval authority of CCP teachers.**

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In accordance with Ohio law, and with guidance from the Ohio Department of Education, teachers must have a completed background check on file with the district office. Refer to the Ohio ~~Department of Education~~ State Board of Education website for background check requirements. IHE will also conduct a background check prior to final approval of the CCP Instructor.

Initial Approval of High School Teacher as CCP Teacher

Department Chair and the University Outreach and Engagement office will utilize the following procedures as part of the approval process:

- University Outreach and Engagement will build the candidate's application packet and when complete forward the packet to the appropriate academic Chair or Dean.
- Chair or Dean reviews and confirms that the candidate's academic credentials meet minimum requirements.
- An interview and/or assessments may be required as part of the application process.
- The academic department will inform the University Outreach and Engagement of the candidate's status.
- Upon approval, the Office of Academic Personnel will provide the candidate with instructions regarding the process for completing a background check for the University and obtaining a $0 teaching contract.

Conditional Approval of High School Teacher

If a high school teacher does not meet the minimum credential requirements but is conditionally approved to teach a CCP course, the "Credentialing of CCP Faculty" form must be completed by the high school teacher, high school principal, and signed by the Provost of Kent State University. The form identifies the plan for teachers to obtain the necessary requirements within a specific timeframe.

Continuation of High School Teacher as CCP Teacher

After initial approval, a CCP teacher may continue teaching CCP courses without the need to undergo the approval process again contingent upon the following items:

- CCP courses being taught continuously each year in the same discipline and/or teaching area;
- CCP teacher teaching the course adequately meets all evaluation requirements, departmental requirements, responsibilities, and procedures including participation in at least three (3) hours of professional development provided by the IHE annually.

SECTION X: RESPONSIBILITIES OF CCP HIGH SCHOOL TEACHERS

Curriculum, Course Competencies, and Teaching Requirements

- CCP teachers will utilize the provided course syllabi document and will customize fields as appropriate. The syllabus may not be altered other than adding customized information in the allowable fields. No other logo other than IHE's may be included on the syllabus. The teacher's Kent State University email address must be included on the syllabus. Any syllabus that does not meet these requirements will be returned to the teacher and a new syllabus must be created.
- The syllabus must be submitted to IHE **prior to** the first week of instruction with one copy to the academic department and one copy to the University Outreach and Engagement office.
- Only the approved CCP teacher will teach the course. If a CCP teacher is unable to teach the course, arrangements must be made by contacting IHE prior to an extended absence.
- CCP teachers will notify students concerning their academic progress prior to the last day to drop/withdraw from the IHE course.
- LEA teachers, as instructors for the IHE in CCP courses taught at their school location are bound by the protections provided to college students by the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended and IHEs policies 3342-5-08 through 3342-5-82 available at https://www.kent.edu/policyreg/chapter-5-general-administration.
- CCP teachers will post formative and summative grades for assignments and exams on the IHE learning management system on a regular basis. Any grades posted to a secure LEA site must be restricted to student view only to comply with FERPA.

- Mid-term grades are not permitted to be published on the high school grade report or transcript. nor utilized in determining high school GPA or class standing.
- **Enrollment Verification, Midterm, Final and official** grades must be reported within the Kent State University FlashLine portal in a timely manner.
- All grades and information contained in the IHE learning management system and FlashLine portal are considered maintained by the IHE and subject to the same FERPA protections as afforded to any students enrolled in college coursework. CCP teachers are responsible for safeguarding identifiable information and providing FERPA protections to CCP students enrolled in courses taught at their high school location.
- CCP teachers are required to attend IHE departmental planning meetings and staff development activities. including CCP training workshops and engage in a minimum of three hours of documented professional development provided by the IHE each academic year.

Textbooks and Required Materials

- CCP teachers are expected to use approved textbooks (whether hard copy or digital) and required materials for the IHE course.
- Textbooks must be college-level and approved by the Department Chairs.
- The textbooks and materials must be available to the students on the first day of class.
- Textbooks and materials may be obtained by contacting the IHE University Bookstore for the campus through which the course is being taught or may be obtained from another vendor.
- IHE will contact LEAs with changing textbook information as applicable. IHEs must confirm current editions of textbooks with the University Bookstore prior to purchasing textbooks from other vendors.

Contact Hours Pertaining to CCP Teachers

- CCP teachers are obligated to meet the minimum required number of contact hours for the course(s) taught per semester. While courses may have variable start dates. all courses must follow the IHE end of term, final exam, and grade submission dates.
- In order to ensure meeting the required contact hours, CCP teachers are expected to make up lost contact hours.
- In line with the importance of contact hours and attendance, students may not be added to a course after the "last date to add" deadline, unless an error in the registration process occurred.

Student Evaluation of Instructor Performance

CCP teachers will be evaluated once each semester by the students using the same course evaluation instruments utilized on the IHE's campuses. The evaluation information will be disseminated to the CCP teachers in advance to share with students approximately two weeks prior to the end of the academic semester. The course evaluation may be completed online or on paper depending on the IHE's decision for distribution.

SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL

This MOU is a binding agreement and. should either party fail to adhere to its responsibilities therein, the removal of CCP courses will be considered if the infraction is not corrected after documentation.

SECTION XII: GRANTING OF COLLEGE CREDIT

Transcripts

The IHE is responsible for maintaining the college transcript for each student. All CCP approved courses are identified on the college transcript as regular college-level course work.

The LEA is responsible for maintaining the secondary school transcript. The IHE will provide official course grades to the LEA at the conclusion of the academic term and after course grades have been finalized. The LEA will post the actual course title, IHE name, and grade earned in the college course to the student's high school transcript. In cases where no grade is reported for a course, where a grade of "I" (incomplete) is reported, or where a grade change occurs after final grades have been posted, the student will request a transcript be sent to their LEA to verify corrected course grades.

Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.

Upon a student's request, the IHE will provide an official college transcript showing credit for the completed college-level course work. Depending upon the type of transcript requested, a service fee may be required. Students can access and print unofficial copies of their transcripts through their FlashLine portal.

SECTION XIII: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

The Family Educational Rights and Privacy Act (FERPA) is a Federal Law that protects the privacy of student education records, both financial and academic. For the student's protection, FERPA limits the release of student record information without the student's explicit written consent; however, it also gives the student's parent(s)/guardian(s) the right to review those records if the parent(s)/guardian(s) claim the student as a dependent on their Federal Income Tax Return.

Communication with Parents for Students in Courses Delivered at High Schools:

CCP students are college students, and their educational records are protected by FERPA legislation. Students enrolled in college courses, regardless of the classroom location, are protected and communication must be carefully distributed.

CCP teachers for IHE must adhere to FERPA legislation. **Note that while enrolled in college courses, FERPA limits ALL instructors, including CCP teachers, to provide performance information only to the student without prior consent from the student.**

IHE requires that each CCP teacher verify with IHE that a valid FERPA Release Form and/or an approved Parent/Guardian Verification of Student Dependent Status form is in place at the IHE for any participating student prior to the release of any protected information. Students may complete a FERPA release online through their FlashLine account or may complete a paper release form found online at https://www.kent.edu/registrar/ferpa-forms and submit this to the Kent State University Registrar.

In the event that a high school CCP teacher identifies a need to contact a student's parent proactively regarding progress in the college course, they may only do so if a signed FERPA Release form is on file with the University.

Communication with Parents for Students in Courses Delivered at IHE Locations:

Students may grant IHE permission to release information about their student records to a third party (including parents, stepparents, etc.) by completing a FERPA Release Form online through their FlashLine account or completing a paper release form found online at https://www.kent.edu/registrar/ferpa-forms and submit this to the IHE Registrar. In the absence of a student initiated FERPA release, parent(s)/guardian(s) may submit a Parent/Guardian Verification of Student Dependent Status form for review to the University Registrar.

SECTION XIV: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION XV: APPEALS

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

SECTION XVI: RELEVANT LAWS

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this MOU or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this MOU. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

SECTION XVII: NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this MOU and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, disability, genetic information, age, military status, or identity as a disabled veteran or veteran of the Vietnam era, recently separated veteran, or other protected veteran.

SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION

LEA and IHE shall cooperatively market the CCP program by:

- Equally promoting the MOU to partner's students and their families, as well as to the communities served by the partner through each entity's website.
- LEA shall provide IHE with reasonable access to LEA students, parents and counselors to allow IHE to market and promote the program.

LEA shall market the CCP program by:

- Identifying this agreement with IHE in the required annual notice to students, in the required annual information session, in the annual program of studies, and on the school website.
- Providing IHE with advanced notification and an opportunity to present during the LEA's annual CCP informational sessions.
- Providing IHE with reasonable access to partner students, parents and counselors to allow IHE to market and promote the program.
- ~~Assisting IHE in mailing promotional materials to partner students and parents by providing their home addresses.~~ MB 12/29/25

IHE shall market the CCP program by:

- Identifying this agreement with the LEA on the CCP website.
- Providing an annual session for IHE counselors to meet with LEA representatives regarding the CCP program.

Each party shall, prior to the issuance of any news or press release marketing the program, provide notification and a copy of the release to the other party.

The LEA must adhere to the use of the IHE logo and signage guidelines which will be provided to LEA upon request.

SECTION XIX: FINANCIAL STRUCTURE AND COST SHARING

- The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
- The cost of textbooks, course materials and supplies including access codes will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC § 3365.07 with the exception of students enrolled under ORC § 3365.06 (A).
    - The LEA can choose to initiate and maintain an account with the IHE's University Bookstore and can elect to purchase textbooks and materials through other vendors. Students shall have the required course textbooks and materials available by the first day of classes.
    - Students can participate in IHE's Flash Books program whereby textbooks are made available electronically at a cost savings to the district. This initiative is currently limited to a finite number of specified course sections. Billing for Flash Books materials will be invoiced to districts separately from the IHE University Bookstore partner.
- The IHE will invoice based on the following formula subject to approval by the Chancellor:

  High School Delivery - Option A:
  For courses taught by a high school teacher approved by the IHE at the LEA location, the rate will be the State of Ohio default floor amount established in the 2026 state budget (to be determined upon approval of the biennial state budget) x number of credit hours/course x number of students.

  High School Delivery - Option B:
  For courses taught by an IHE faculty member at the LEA location, the rate will be the State of Ohio default midpoint amount established in the 2026 state budget (to be determined upon approval of the biennial state budget) x number of credit hours/course x number of students.

  On Campus Delivery:
  For courses taught by a university faculty member at an IHE location, the cost will be the State of Ohio default ceiling amount established in the 2026 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

  Distance Learning Delivery:
  For courses being taught via distance learning, the cost will be the State of Ohio default ceiling amount established in the 2026 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

- Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of the LEA in consultation with the IHE. CCP students will have access to student resources at the IHE.

SECTION XX: TERMS AND CONDITIONS

The initial term of this MOU shall be from July 1, 2026, to June 30, 2027. This MOU may not be altered or

modified by either, with the exception IHE's modification of Appendix A. The IHE may modify the list of college credit plus courses in the Appendix A of this MOU. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This MOU shall expire on June 30, 2027.

Either party may terminate this MOU upon written notice to the other party if the other party fails to cure any disregard for a material understanding in this MOU within thirty (30) days after receiving written notice. In the event of termination, both parties will work together to mitigate any effects of such termination upon currently enrolled students.

Should any provision of this MOU be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

This MOU shall be interpreted and construed in accordance with the laws of the State of Ohio. This MOU shall constitute the entire understanding between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein.
This MOU shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this MOU; and (iii) executed by an authorized representative of each party.

SECTION XXI: APPROVALS

KENT STATE UNIVERSITY:

By: [redacted] 12/15/2025
Executive Vice President and Provost Date

By: [redacted] 12/17/25
Interim Senior Vice President for Finance and Administration Date

LEA:

_____
(Partnering Secondary School Name)

By: _____
Superintendent/Headmaster/Chief School Administrator Date

By: _____
Treasurer Date

APPENDIX A

Listing of Authorized College Credit Plus Courses
15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following page are representative of the suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll.

Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program and meet the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.

Course Enrollment Restrictions:

Students must complete 15 credit hours of courses designated as Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at colleges or universities participating in CCP. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
3) Technical certificate courses
4) 15-credit hour or 30-credit hour model pathway courses
5) Study skills, academic or career success skills courses
6) Internship courses
7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.

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College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. Additional specific Pathways can be created between the LEA and IHE to address student needs. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 18 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: catalog.kent.edu as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
	Total Credits:	**15**

30 Credit Hour Pathway
(includes 15 Credit Hour Pathway above)

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
	Total Credits:	**15**

APPENDIX B

Kent State University Campus Contacts

Kent State University
650 Hilltop Drive
Kent, OH 44242
330-672-1980

Dana Lawless-Andric, Ph.D.
Senior Associate Vice President
University Outreach & Engagement
Kent State University
www.kent.edu/uoe
dlawless@kent.edu
OR
CCP@kent.edu

Donald Bean
Director, College Credit Plus, Academic Partnerships and Student Engagement
University Outreach & Engagement
Kent State University
dbean3 @ kent.edu
OR
CCP @ kent.edu

Kristin Bechter
Director, College Credit Plus, Policy and Data Management
University Outreach & Engagement
kbechter@kent.edu
OR
CCP@kent.edu

APPENDIX C

College Readiness Indicators for CCP Students

	ACT	SAT[1]	Accuplacer2	
			Classic	Next Gen
English Sub Score	18	Evidence Based Reading & Writing 480	Sentence Skills 88 OR on 5 on Writeplacer	NextGen Writing 263 or above OR 5 on Writeplacer
Reading Sub Score	22		80	NextGen Reading 250
Mathematics Sub Score	22	530	55 CLM	QAS – 263+
				AAF – 263+

Adapted from "Uniform Statewide Standards for Remediation-Free Status," dated April 2019

[1] Scores reflected on this table apply to the current version of the SAT; scores obtained on exams prior to 2017 will need to be cross walked to these thresholds.

[2] Accuplacer Classic was warehoused in January 2019. The Classic "cut scores" will remain on the chart for students who were assessed prior to 2019.

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR AGREEMENT
FOR NON-STRS/SERS COVERED SERVICES

This Agreement is made by and between the Wadsworth City School District Board of Education ("Board") and Hope Meadows Foundation ("Contractor") (collectively "Parties").

WHEREAS the Contractor has expertise in providing services and abilities sought by the Board; and

WHEREAS the Board wishes to utilize the Contractor's services and abilities during the term of this Agreement and the Contractor is both qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

A. During the term of this Agreement, the Board hereby engages the Contractor, and the Contractor hereby agrees to serve the Board, as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.

B. The Contractor hereby represents and warrants to the Board that the Contractor has the necessary expertise, licenses, permits, and capabilities to provide the services and covenants to furnish the Contractor's best skill and judgment in performing the services as set forth herein.

C. The Contractor's duties shall be as follows:

1. Provide an arena and/or pasture space for equine assisted psychotherapy and learning ("EAP-L") sessions at the Hope Meadows location at 4820 Ridge Road, Granger Township, Oho 44281
2. Provide 1 to 6 horses for ongoing EAP-L programming scheduled in advance by Company and accepted by Contractor for the benefit of Company's participants 3. Provide EAP-L equipment reasonably required to perform the Services hereunder 4. Provide for the ability to trailer in additional horses for EAP-L as needed but subject to availability
5. Provide written barn rules for EAP-L to Company and each of its Participants 6. Provide the services scheduled by Company on/before 3/31/26, funded by a grant received by the Contractor
7. Offer one 6 week Mind Times series for 14 students. Sessions meet 1.5 hours per week and program begins with a 2-hour parent component

2. TERM

This Agreement shall begin on December 18, 2025, and end March 31, 2026. This Agreement shall not renew unless agreed to, in writing, by the Parties and pursuant to a dully approved resolution of the Board.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee, agent, representative, and subcontractor's rate of pay for services rendered to the Board pursuant to this Agreement:

After service is provided, an invoice will be emailed to the Student Services department for payment to be processed. No payment will be rendered at this time due to being grant funded.

Example:

Service	Employee	Billed Rate	Total Due to Contractor by Board
Provide equine assisted psychotherapy and learning (EAP-L)	Hope Meadows Foundation	A Company grant will provide for the 6 week session to take place prior to 3/31/26	Grant funded at this time.

4. NON-STRS/SERS SERVICES

A. Upon good faith and belief, the Parties agree that the services provided under this Agreement are exempt from State Teacher's Retirement System of Ohio ("STRS"), School Employees Retirement System of Ohio ("SERS"), and/or any successor retirement system(s) to STSR and/or SERS.

B. In the event STRS, SERS, and/or any successor retirement system(s) determine that the Board owes any contributions, penalties, and/or interest to STRS, SERS, any successor retirement system(s), and/or any current and/or former employees, agents, representatives, and/or subcontractors of the Contractor based on the employees, agents, representatives, and/or subcontractors' provision of services to the Board pursuant to an agreement between the Parties, the Contractor expressly agrees that the Contractor shall indemnify and hold the Board harmless from any such obligation(s) previously described in Paragraph 4 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The Contractor is self-employed.

B. The Contractor is acting as an independent contractor, and nothing contained herein shall be construed to create the relationship of employer and employee and/or principal and agent between the Parties.

C. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional, and satisfactory manner.

D. While the Board has the right to control and/or direct the result of the services performed under this Agreement, only the Contractor has the right to determine what will be

done and how it will be done.

E. The Contractor does not perform services that can be controlled by the Board (e.g., what will be done and how it will be done) as only the Contractor has the legal right to control the details of how the services are performed under this Agreement.

F. Neither party shall have authority to create, alter, and/or amend any agreement and/or representations on behalf of the other party and/or to incur liabilities on behalf of the other party.

G. The Contractor shall assume sole responsibility for the payment and/or withholding of all federal, state, and/or local taxes and/or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of the Contractor's employees, agents, representatives, and/or subcontractors under this Agreement.

H. The Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act including, but not limited to, minimum wage and overtime requirements.

I. The Contractor shall indemnify and hold the Board harmless from any claims covered by this Agreement pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

A. The Contractor agrees that the Contractor shall adhere to all applicable Board policies, guidelines, and standards, as well as all applicable state, local, and federal laws including, but not limited to, the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws, and all applicable background check requirements in providing the services under this Agreement.

B. The Contractor further agrees that the Contractor's employees, agents, representatives, and/or subcontractors shall adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property.

C. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's employees, agents, representatives, and/or subcontractors.

D. Nothing in this Agreement shall be construed to limit the Contractor's sole right to determine what will be done and how it will be done to provide the services under this Agreement.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS

A. The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws including, but not limited to, those set forth in R.C. Chapter 3319 are adhered to and satisfied in full.

B. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent, representative, and/or subcontractor who provides services under this Agreement complies with all applicable laws regarding reporting of known and/or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that the Contractor does not and shall not discriminate against any individual based on race, color, religion, sex, military status, national origin, disability, age, genetic information, and/or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold the Board, as well as the Board's current and former employees, agents, representatives, and/or subcontractors, harmless from any

and all claims, liabilities, actions, suits, damages, and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement including, but not limited to, such claims, liabilities, actions, suits, damages, and/or losses resulting from actions taken and/or care given by the Contractor in providing the services under this Agreement, as well as any losses, costs, and attorney's fees incurred in responding to any such claims arising from and/or connected with the provision of services under this Agreement.

The Board shall be responsible for their actions.

12. LIABILITY INSURANCE

A. At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at the Contractor's sole cost, as follows: Maintain policies of general liability insurance up to $1,000,000 per person and $3,000,000 per occurrence and equine activities insurance up to $1,000,000 per person and $3,000,000 per occurence. Will provide proof of said policies upon request.

B. The Board shall be named an Additional Insured for all insurance policies except workers' compensation.

C. The insurance coverage shall be carried by insurance companies authorized to transact business in Ohio as selected by the Contractor and approved by the Board.

13. CONFIDENTIALITY, EDUCATIONAL, AND STUDENT RECORDS

A. Confidential, educational, and student records shall only be released to the Contractor as provided by all applicable laws including, but not limited to FERPA, board policies, and administrative guidelines.

B. The Contractor shall adhere to FERPA requirements and all other applicable laws regarding the use, maintenance, and/or disclosure of all confidential, educational, and student records.

C. The Contractor including, but not limited to the Contractor's employees, agents, representatives, and/or subcontractors, shall not use and/or disclose any confidential, educational, and student record in any manner prohibited by local, state, federal laws and/or contrary to the purposes of this Agreement.

D. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement.

E. The Contractor shall immediately report to the Board any unauthorized use and/or disclosure of confidential, educational, and student records and/or information by the

Contractor and/or the Contractor's employees, agents, representatives, and/or subcontractors of which the Contractor becomes aware.

F. In addition to the confidentiality obligations the Contractor has regarding educational and student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies, and/or any other aspect of the Board's business is confidential and shall not be revealed and/or disclosed to any person, company, and/or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:

Hope Meadows Foundation
[redacted]
Wadsworth, Ohio 44281

If to the BOARD:

Board President, Treasurer, **and** Superintendent
Wadsworth City School District Board of Education
625 Broad Street
Wadsworth, Ohio 44281

15. TERMINATION

A. This Agreement may be terminated without cause and without penalty by either party 30 calendar days after written notice of said intent, delivered by certified or registered mail upon the other party at the address provided in Paragraph 14 of this Agreement.

B. This Agreement may also be terminated immediately and without penalty the Board may terminate this Agreement immediately and without penalty for the following reasons:

1) If required by law,

2) If the service the Contractor is providing is reduced and/or eliminated upon the sole discretion of the Board,

3) If the Contractor engages in illegal conduct and/or other conduct that is deemed contrary to the educational mission of the Board as determined in the sole discretion of the Board.

16. GENERAL PROVISIONS

A. The terms of this Agreement shall prevail over any contrary term in any current and/or any future agreement between the Parties.

B. Nothing in this Agreement shall be construed to constitute past, current, and/or future practice between the Parties and this Agreement is non-precedent setting.

C. The terms of this Agreement shall only be modified in writing with the mutual agreement of the Parties.

D. This Agreement shall not be assigned and/or subcontracted by either party without the prior written consent of the other party.

E. The terms and provisions of the Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto and their respective heirs, successors, and assigns.

F. The waiver by any party of breach and/or violation of any provision of this Agreement shall not operate as and/or be construed to be a waiver of any subsequent breach hereof, or as to any party.

G. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility and/or liability between the Parties shall survive the completion of services hereunder and the termination of this Agreement, including, without limitation, provisions on indemnity.

H. The only consideration for signing this Agreement are the terms stated herein and no other promises and/or agreements of any kind have been made to cause the Parties to execute this Agreement.

I. The Parties fully understand the meaning and intent of this Agreement including, but not limited to, its final and binding effect.

J. The Parties executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.

K. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument.

L. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

M. Any person signing this Agreement for a party represents and warrants that such person has the express authority to sign this Agreement for that party and to bind that party to the Agreement.

N. The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public in accordance with the law.

O. No presumption or construction shall be made either in favor of or against any party based on the authorship of this Agreement.

[Signature Page to Follow]

IN WITNESS THEREOF, the Parties hereto have set their hands.

FOR Meadows Foundation:

[redacted]

Michelle Togliatti, Executive Director

December 18, 2025

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

FOR WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

Board President (In Official Capacity Only)

Dr. Andrew J. Hill*
Superintendent (In Official Capacity Only)

Douglas Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. ---

*This Agreement has no legal effect absent Board approval.

[Treasurer Certificate to Follow]

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES

We certify that the Wadsworth City School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Wadsworth City School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Board President (In Official Capacity Only)

Dr. Andrew J. Hill*
Superintendent (In Official Capacity Only)

Douglas Beeman*
Treasurer (In Official Capacity Only)

Template Prepared By:
McGown & Markling Co., L.P.A.
1894 North Cleveland-Massillon Road
Akron, Ohio 44333
1.330.670.0005
www.mcgownmarkling.com

LED TRANSPORTATION
LUXURY · EXECUTIVE · DISABILITY

QUOTE 11937

(330) 455-4444

Customer Information

Wadsworth High School

Laura Kerstetter

lkerstetter@fourcitiescompact.org

(330) 335-1479

Submit To

LED Executive Services

3321 Bruening Cir SW
Canton, OH 44706

reservations@ledtransportation.com

PAYMENT TERMS

Complete **by 12/25/25** to reserve your vehicles.

Trip 1	$3,020.00
Quote Total	**$3,020.00**
Overage Rate	**$200.00/hour**
Trip 1 Due Now	$906.00
Trip 1 Due 4/25/26	$2,114.00
Total Due Now	**$906.00**

Trip 1

Trip Type	Passengers	Vehicles	Drivers	Recurrences
Multi-day	56	1 Charter Bus	1	1 day

1	Wadsworth High School 625 Broad, Wadsworth, OH 44281, USA	**Pickup → Depart** Tue, 5/5/26 5:00am EDT → 5:30am EDT	
2	Columbus Columbus Convention Ctr Dr, Columbus, OH 43215, USA ***Group responsible for driver's hotel room & any parking*** ***Local hotel TBF***	**Dropoff** Tue, 5/5/26 7:26am EDT	**Pickup → Depart** Wed, 5/6/26 2:45pm EDT → 3:00pm EDT
3	Wadsworth High School 625 Broad, Wadsworth, OH 44281, USA	**Dropoff** Wed, 5/6/26 5:00pm EDT	

Charge/Payment	Notes	Amount
Base Fare		$3,020.00
Trip Total		**$3,020.00**

Requester Email | **Attention To** | **Requested PO Date** | **Requisition No**

LKERSTETTER@FOURCITIESCOMPACT.ORG | LKERSTETTER | 12/11/2025 | 4C261521

CC Email

Deliver By Date

Vendor No

18204 (LED EXECUTIVE SERVICES LLC *)

Deliver To Vendor No

17312 (FOUR CITIES COMPACT)

Vendor

LED EXECUTIVE SERVICES LLC *
(SOLE PROPRIETOR)
3321 BRUENING AVENUE SW
CANTON, OH 44706
Fax:
Email:

Attachments Sending with PO

Deliver To

FOUR CITIES COMPACT
625 BROAD ST
WADSWORTH, OH 44281

Requisition Description

SKILLS USA STATE CONTEST TRANSPORTATION, COLUMBUS CONVENTION CENTER MAY 2026

Fund to be used/Notes to Approver

VENDOR IS NOT ASKING FOR A SIGNATURE ON CONTRACT

Terms

Who will place the order

REQUISITIONER WILL PLACE ORDER

#	Qty	Unit	Desc	Unit Price	Total	Account	Account Code
1	1.0000		STUDENT & ADVISOR TRANSPORTATION COLUMBUS CONVENTION CENTER MARCH 18-19, 2025 (PLUS ONE HOUR OVERAGE RATE)	$3,020.000	$3,020.00	CTE ASSOCIATED SERVICES: CT TRANSPORTATION	001-1390-481-0960-000000-000-00-000
2	1.0000		PARKING/ MISC	$300.000	$300.00		001-1390-481-0960-000000-000-00-000

Total **$3,320.00**

TERMS AND CONDITIONS

CANCELLATION POLICY: ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE EXCEPT AS OTHERWISE PROVIDED HEREIN. Customer will receive a refund of any deposit(s) and/or payment(s) made if cancellation is more than thirty (30) days before Customer's departure date for single-day trips or sixty (60) days before Customer's departure date for all other trips. Any cancellation within thirty (30) days before Customer's departure date for single-day trips or sixty (60) days before Customer's departure date for all other trips will result in a charge equal to 100% of the contracted for amount. Customer will be charged the full contracted for amount for any missed departures. Reservations with departure dates within thirty (30) days of the date of booking for single-day trips or sixty (60) days for all other trips are NON-REFUNDABLE.

Customer will receive a refund or credit for cancellation by LED Executive Services, LLC ("LED") due to weather conditions or other unforeseen circumstances. The selection of which will be at LED's sole and absolute discretion. Cancellation requests must be made by phone only. Please call LED at 330-575-1927 Ext 305 to cancel a reservation or to inquire about our cancellation policy.

LED TRANSPORTATION
LUXURY · EXECUTIVE · DISABILITY

QUOTE 11937

(330) 455-4444

PAYMENT TERMS

Complete **by 12/25/25** to reserve your vehicles.

Trip 1	$3,020.00
Quote Total	**$3,020.00**
Overage Rate	**$200.00/hour**
Trip 1 Due Now	$906.00
Trip 1 Due 4/25/26	$2,114.00
Total Due Now	**$906.00**

Payment Policy

Please note that you will receive a separate invoice from QuickBooks

Bank - 0.0% processing fee

Account Holder Name

Account Number

Routing Number

Checking Savings

Payment instructions will be shared separately.

OTHER PAYMENT METHODS

CHECK - 0.0% processing fee

Payment instructions will be shared separately.

By signing below, you agree to the above terms and approve payment

Signature	Print Name	Date

ADAPTIVE SPORTS OHIO

AGREEMENT TO BORROW EQUIPMENT—RELEASE OF LIABILITY

This is an agreement between the Wadsworth City School District (the District) and Adaptive Sports Ohio.

Whereas the District is participating in Adaptive Sports Ohio's Interscholastic Adaptive Sports Program (the Program); and

Whereas the District will borrow from Adaptive Sports Ohio certain athletic equipment (the "Equipment"), a list of which shall be attached to this Agreement on page 2, to facilitate the District's participation in the Program from Monday, November 3, 2025, through Saturday, March 7, 2026: and

Whereas, Adaptive Sports Ohio and the District wish to agree upon the conditions governing the District's borrowing and use of the Equipment;

Now, therefore, the District and Adaptive Sports Ohio enter into the Agreement detailed below:

AGREEMENT:

1) We understand that the Equipment belongs to and is provided by Adaptive Sports Ohio for the exclusive use of the District by which the Equipment is borrowed.
2) We understand that the Equipment shall be returned immediately upon the District's termination of participation in the Program, OR at the request of Adaptive Sports Ohio, BUT no later than Saturday, March 7, 2026.
3) We understand that the Equipment shall not be used for any purpose other than the Interscholastic Wheelchair Basketball Program.
4) We understand that the Equipment shall not be altered or modified in any way, (e.g., adding or removing of paint, stickers, tape, parts, etc.,) with the exception of adding replacement tires/tubes.
5) The District shall immediately notify Adaptive Sports Ohio if the Equipment is lost, stolen, damaged, or destroyed.
6) The District is responsible for the cost of replacing the Equipment if it is lost, stolen, damaged beyond normal wear, or destroyed.

~~BY SIGNING THIS FORM, THE DISTRICT AGREES TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE FROM LIABILITY AND AGREES TO INDEMNIFY AND HOLD HARMLESS ADAPTIVE SPORTS OHIO, AND ANY OF ITS EMPLOYEES, AGENTS OR VOLUNTEERS REPRESENTING OR RELATED TO ADAPTIVE SPORTS OHIO, FOR ANY LIABILITY IN CONNECTION WITH THE USE OR POSSESSION OF THE EQUIPMENT. THIS RELEASE IS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND PROPERTY LOSSES OR DAMAGE OCCASIONED BY, OR IN CONNECTION WITH THE POSSESSION OR USE OF THE EQUIPMENT.~~

10/30/2025

District Representative Signature	[redacted] Adaptive Sports Ohio Representative Signature
District Representative Name Printed	Lisa Followay Adaptive Sports Ohio Representative Name Printed
Date	12/29/2025 Date

AGREEMENT TO BORROW EQUIPMENT—EQUIPMENT LIST

The following equipment has been provided to Wadsworth City School District by Adaptive Sports Ohio on October 20, 2025:

Item Description	Identification Number	Replacement Cost
Wheel - No Markings	3068	$ 350.00
Wheel - No Markings	2786	$ 350.00
Wheel - No Markings	2783	$ 350.00
Wheel - No Markings	3822	$ 350.00
Top End Wheel	1295	$ 350.00
Top End Wheel	2110	$ 350.00
Top End Wheel	2269	$ 350.00
Top End Wheel	2122	$ 350.00
Top End Wheel	2126	$ 350.00
Top End Wheel	1301	$ 350.00
Top End Wheel	1285	$ 350.00
Top End Wheel	1829	$ 350.00
Top End Wheel	1753	$ 350.00
Top End Sunrim Wheel	2320	$ 350.00
Top End Sunrim Wheel	2318	$ 350.00
Top End Sunrim Wheel	2434	$ 350.00
Top End Sunrim Wheel	2438	$ 350.00
Sun CR20 Wheel	2721	$ 350.00
Sun CR20 Wheel	2733	$ 350.00
Sun CR20 Wheel	2734	$ 350.00
Top End Primo Racer Wheel	2023	$ 350.00
Top End Primo Racer Wheel	2020	$ 350.00
Top End Primo Racer Wheel	1972	$ 350.00
Top End Primo Racer Wheel	1971	$ 350.00
Top End Primo Racer Wheel	2018	$ 350.00
Top End Primo Racer Wheel	1967	$ 350.00
Top End Pro Basketball Wheelchair	140000020643	$ 4,400.00
Top End Pro Basketball Wheelchair	140000006319	$ 4,400.00
Top End Pro Basketball Wheelchair	140000022661	$ 4,400.00
Top End Pro Basketball Wheelchair	140000002359	$ 4,400.00
Top End Pro Basketball Wheelchair	140000010309	$ 4,400.00
Top End Pro Basketball Wheelchair	140000022111	$ 4,400.00
Top End Pro Basketball Wheelchair	140000002335	$ 4,400.00
Top End Pro Basketball Wheelchair	140000001055	$ 4,400.00
Top End Pro Basketball Wheelchair	140000002427	$ 4,400.00
Top End Pro Basketball Wheelchair	140000021527	$ 4,400.00
Top End Pro Basketball Wheelchair	140000021497	$ 4,400.00
Top End Pro Basketball Wheelchair	140000006494	$ 4,400.00
Top End Pro Basketball Wheelchair	140000005961	$ 4,400.00
Top End Pro Basketball Wheelchair	140000006906	$ 4,400.00
6x12 Enclosed Trailer (White)	Plate: SYP4305	$ 5,300.00
Trailer Spare Tire & Wheel	N/A	$ 250.00
1 Ball Hitch Lock	N/A	$ 30.00
3 Pad Locks	N/A	$ 45.00
2 Sets of Trailer Lock Keys	N/A	$ 30.00
Total Value		$ 78,355.00

Book	Policy Manual
Section	Vol. 44, No. 1 - Nondiscrimination - August 2025
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 OVERVIEW
Code	01 - OVERVIEW
Status	From Neola

OHIO LOCAL UPDATE OVERVIEW AND COMMENTS

VOLUME 44, NUMBER 1 - NONDISCRIMINATION REVISIONS

AUGUST 2025

This Nondiscrimination Revisions Update is being released simultaneously with the Volume 44, Number 1 update package. Largely at client request and in an attempt to streamline the complex collection of Nondiscrimination, Anti-Harassment, and related issues, several of the policies have been consolidated in order to provide a comprehensive approach to related employment issues. The definitions included are consistent with related policies (e.g., Title IX - Policy 2266), and the grievance process is designed to be consistent throughout the investigation, decision-making, and appeal stages. Adoption of Policy 1422/3122/4122 allows for the deletion/rescission of six (6) policies - Policy 1422.02/3122.02/4122.02 and Policy 1662/3362/4362. Similarly, the approval of AG 1422/3122/4122 allows for the deletion/rescission of three (3) Administrative Guidelines - AG 1622/3362/4362.

Also included in this update are the technical corrections to five (5) policies, correcting the address and contact information for the U.S. Department of Education, Office for Civil Rights, formerly referencing the Cleveland Office (now closed) to the Washington, D.C. office.

The Special Update includes fourteen (14) policies (three (3) replacement policies for adoption, six (6) policies for deletion/rescission, and five (5) policies with technical corrections), six (6) administrative guidelines (three (3) replacement AGs and three (3) AGs for deletion/rescission), and three (3) forms for use as official Notice and Statement of Nondiscrimination. These include:

BYLAWS AND POLICIES

Policy 1422/3122/4122 - Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (Replacement)

Policy 1422.02/3122.02/4122.02 - Nondiscrimination Based on Genetic Information of the Employee (DELETE/RESCIND)
Policy 1662/3362/4362 - Anti-Harassment (DELETE/RESCIND)

Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity (Technical Correction)
Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability (Technical Correction)
Policy 1623/3123/4123 - Section 504/ADA Prohibition Against Disability Discrimination in Employment (Technical Correction)

ADMINISTRATIVE GUIDELINES

AG 1422/3122/4122 Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (Replacement)

AG 1662/3362/4362 - Anti-Harassment (DELETE/RESCIND)

FORMS

Form 1422F1/3122F1/4122F1 (Replacement)

These documents may be downloaded from the Local Policy Update and Local AG Update menus in your BoardDocs console. If you have questions about any of these Nondiscrimination materials, contact your Neola Associate.

All production-related materials and questions should be directed to the Coshocton Office at 632 Main Street, Coshocton, Ohio 43812 (phone: 800-407-5815, email: production@neola.com). 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, email: accounts@neola.com).

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.

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

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
Code	po1422
Status	
Adopted	October 14, 2013
Last Revised	April 12, 2021

Replacement Policy - Vol. 44, No. 1

1422 - **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT**

NONDISCRIMINATION

The Board of Education (hereinafter referred to as "the Board" or "the District") does not discriminate based on a person's Protected Class(es) in its education programs or activities and does not tolerate unlawful harassment. Protected Classes (which may also be referred to as Protected Categories) include race, color, national origin, sex (including pregnancy, childbirth, and related conditions), disability, age, religion, military status, ancestry, genetic information, or any other legally protected characteristics. The Board is an equal opportunity employer.

~~[DRAFTING NOTE: Given this policy pertains to discrimination/harassment in an employment context, there is a legal basis to include the optional language in the above parenthetical – i.e., "sexual orientation; and gender identity"; namely, the U.S. Supreme Court held in Bostock v. Clayton Cnty., 590 U.S. 644 (2020), that Title VII's prohibition of discrimination on the basis of sex necessarily includes a prohibition of discrimination on the basis of sexual orientation and gender identity. On May 15, 2025, however, a Federal District Court in Texas declared unlawful and vacated portions of the EEOC's 2024 Enforcement Guidance on Harassment in the Workplace that had interpreted the Bostock ruling to control employment actions beyond simply prohibiting termination of an employee based on the person's sexual orientation or gender identity, which was the interpretation recognized by a majority of the U.S. Circuit Courts. The Texas District Court, however, found that all language in the Guidance document defining "sex" under Title VII to include "sexual orientation" and/or "gender identity" was contrary to Title VII and therefore vacated. Neola recommends you discuss this issue with your local legal counsel before deciding whether to include the language. Regardless of whether you elect to include the language, it is critical that you consult with your local legal counsel if a situation arises involving a workplace dispute in which an employee could conceivably allege discrimination or harassment based upon the employee's sexual orientation or gender identity.]~~

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations, and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.

B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.

C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

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

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, argument, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means:

A. an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

B. a person other than an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

Complaint means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Prohibited Conduct.

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

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refers to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. **Age Harassment** means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. **Disability Harassment** means: harassment based upon a person's disability, and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally, disability-based harassment may occur where conduct is directed at or pertains to a person's genetic information.

C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).

D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.

F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

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

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

    a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching **(X)** and obscene gestures **[END OF OPTION]**.

    b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).

    c. Rape, sexual assault, or other acts of sexual violence.

d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work environment; asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).

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

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

g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).

h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish that a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of the Ohio organized militia. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

A. ”Pregnancy” and “childbirth” refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

B. “Related medical conditions” are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

Remedies means: measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education programs or activities limited or denied by Prohibited Conduct. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under applicable Federal or State laws or regulations.

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

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings, training related to Prohibited Conduct, ~~**( ) referral to Employee Assistance Program, [END OF OPTION]**~~ and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise,

retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**~~

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Office or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~**[ ]** The District offers health services **( )**, including a wellness program **[END OF OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board **[END OF OPTION]**.~~

District Compliance Officer(s)

~~**[DRAFTING NOTES:**~~

1. ~~**Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with the performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often, the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 1422).**~~

2. ~~**The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 1422 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**~~

3. ~~**Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**~~

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

_____

Director of Student Services

330-335-1316

625 Broad St.

Wadsworth OH 44281

Director of the Four Cities Compact

330-336-3571

625 Broad St.

Wadsworth OH 44281

Wadsworth High School Principal

330-335-1400

625 Broad St.

Wadsworth, OH 44281

Wadsworth Middle School Principal

330-335-1410

150 Silvercreek Road

Wadsworth, OH 44281

~~(Name and/or School District Title)~~

_____

~~(Office Address)~~

_____

~~(Email Address)~~

_____

~~(Telephone Number)~~

~~**[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer-specific email address and phone number that will not change when the person(s) and/or position(s) designated to be**~~

the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]

[DRAFTING NOTE: Complete the following information if the Board appoints more than one (1) District Compliance Officer.]

[ ] [DESIGNATION OF A SECOND DISTRICT COMPLIANCE OFFICER]

_____
(Name and/or School District Title)
_____
(Office Address)
_____
(Email Address)
_____
(Telephone Number)

[END OF OPTION]

[DRAFTING NOTE: As discussed above, if the Board designates more than one (1) CO, Neola recommends that the District select the following option.]

[ ] The Board designates _____ **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation]** as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of protected classes and retaliation. **[END OF OPTION]**

[ ] The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website. The contact information concerning the District Compliance Officer(s) will be published on the School District's website **( )** and annually **[END OF OPTION]**:

A. **( )** in parent/student and staff handbooks.

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

C. **( )** on each individual school's website.

D. **( )** in the School District's calendar.

E. **( ) [Other]** _____.

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

[ ] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING] ( )** the Board President **( )** the Board's Legal Counsel **( )** _____ **[OTHER] [END OF OPTIONS]** until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy should be directed to the District Compliance Officer(s). Questions about this policy **( )** and AG 1422 **[END OF OPTION]** should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act ("GINA"), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~**( )** Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. **[END OF OPTION] ( )** In addition, as practical, gender-specific terms should be eliminated from such contracts. **[END OF OPTION]**~~ Copies of the laws and regulations listed above are available upon request from the CO(s).

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

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. ~~**( )** See AG 1422 – Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment and Form 1422 F1 – Notice and Statement of Nondiscrimination. **[END OF OPTION]**~~

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~**( )** Anonymous reports may be submitted using **( )** the online reporting form posted at _____ **[insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] ( )** the hotline reporting number (_____**[insert phone number]**). **[END OF OPTION]**~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must promptly notify the/a CO ~~within two (2) days~~ upon ~~of~~ learning the information or receiving the report. ~~**[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "* * * must immediately/promptly notify the/a CO of such information or report."]**~~ The Board employee must also comply with mandatory reporting responsibilities pursuant to R.C. 2151.412 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. ~~**[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**~~

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~**( )** and/or administrative guidelines~~ **[END OF OPTION]**, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly ~~(i.e., within two (2) days~~ **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** ~~of the CO's receipt of the notification/report or complaint of Prohibited Conduct)~~ contact the purported complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and third parties), or by the CO, alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct, unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievance procedures set forth the means for investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

~~**[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 ("Title VII") prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board's Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]**~~

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~**( )** and AG 1422~~ **[END OF OPTION]**.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. A "complainant," which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District's education programs or activities;

B. An authorized legal representative with the legal right to act on behalf of a complainant;

C. District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

~~**[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph where the complainant is identified as an employee who was "subjected to conduct that could constitute Prohibited Conduct." The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]**~~

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

A. any employee of the District; or

B. any person other than an employee who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District's internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education's Office for Civil Rights, the U.S. Department of Justice's Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, ~~**( ) and the facilitator of the informal resolution process, [END OF OPTION]**~~ shall be free from any conflicts of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent.

[X] The CO may serve simultaneously as an investigator and/or a decisionmaker. ~~**[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is "may" (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**~~

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall **(X)**, in consultation with ~~**( ) and approval of [END OF**~~

~~**OPTION]**~~ the Superintendent ~~or **( )** Board **( )** Board President (as appropriate)~~, ~~**[END OF OPTION]**~~ secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within _ten (10) business ~~days~~____ ~~**[INSERT # OF DAYS]**~~ days of receiving the complaint. ~~**[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**~~

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the rlevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within twenty (20) business ~~days~~____ ~~**[INSERT # OF DAYS]**~~ days of the CO determining the charges require investigation. ~~**[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**~~

   ~~**[DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigator/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]**~~ If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties **(X)** and the Superintendent ~~**[END OF OPTION]**~~ and will thereafter keep the parties **(X)** and the Superintendent ~~**[END OF OPTION]**~~ informed of the status of the matter on a _regular_____ ~~**[INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR]**~~ basis.

C. **Appeal –** A party filing an appeal of the CO's decision to dismiss a complaint **(X)**, or the Determination, **[END OF OPTION]** must do so within five (5) business ___ ~~**[INSERT # OF DAYS]**~~ days of receiving the Dismissal **(X)** or Determination ~~**[END OF OPTION]**~~.

   ~~**[DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the Appeal section.]**~~

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses. ~~**( )** These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures.~~ ~~**[END OF OPTION]**~~ The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one (1) of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and

B. a party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board's grievance procedures, the District Compliance Officer shall notify the parties of the following:

A. the Board's grievance procedures **(X)** and informal resolution process ~~**[END OF OPTIONS]**~~ associated with claims involving Prohibited Conduct; ~~**[DRAFTING NOTE: Neola encourages the Board to include an informal resolution process.]**~~

B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and

C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

A. the District is unable to identify the respondent after taking reasonable steps to do so;

B. the respondent is not participating in the District's education program or activity and is not employed by the Board;

C. the complainant voluntarily withdraws any or all of the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or

D. the District determines that the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

B. implement appeal procedures equally for the parties;

C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;

D. ensure that the appeal decisionmaker has been trained consistent with this Policy ~~**( )** and AG 1422~~ ~~**[END OF OPTION]**~~;

E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

A. offer supportive measures to the complainant as appropriate;

B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

~~**[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.]**~~

X] [OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer an informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

~~**[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]**~~

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. ~~**[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**~~

B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination, ~~including the rationale for such determination **(X)**,~~ and the procedures and permissible bases for the complainant and respondent to appeal ~~**[END OF OPTION**~~.

C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.

D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:

1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education programs or activities limited or denied by the Prohibited Conduct;

2. coordinate the imposition of any disciplinary sanctions on a respondent ~~**( ),** including notification to the complainant of any such disciplinary sanctions **[END OF OPTION]**~~; and

3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.

E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

~~**[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends that the Board include an appeal process related to the Determination.]**~~

X] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATIONS]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within __five (5) business__ ~~**[INSERT # OF DAYS]**~~ days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and

C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

~~**[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed. Change period at end of C. to a semi-colon if additional grounds are inserted by the Board.]**~~

D. ~~**( )** the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

E. ~~**( ) [OTHER]** _____.~~

~~**[ ]** The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed. **[END OF OPTION]**~~

~~**[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]**~~

~~**[ ] [OPTION 1]**~~

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained **( )**, as set forth in AG 1422 **[END OF INTERNAL OPTION]**.~~

~~The CO has authority **( )**, in consultation with **( )** and approval of **[END OF OPTION]** the Superintendent or **( )** Board **( )** Board President (as appropriate), **[END OF OPTION]** to secure an independent third party to serve as the appeal decisionmaker.~~

~~**[ ]** In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent third party to serve as the appeal decisionmaker – this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties. **[END OF INTERNAL OPTION]**~~

~~**[END OF OPTION 1]**~~

[X [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ~~**( )**, as set forth in AG 1422 **[END OF INTERNAL OPTION]**~~.

[END OF OPTION 2]

If a party appeals the Determination, the CO will:

A. notify the parties of the appeal;

B. implement appeal procedures equally for the parties;

C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;

D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and

E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (X) or Determination ~~[END OF OPTION]~~

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have five (5) business ____ ~~**[INSERT # OF DAYS]**~~ days to provide the appeal decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have _ten (10 business___ ~~**[INSERT # OF DAYS]**~~ days to issue a decision on the appeal.

~~**[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal decisionmaker have ten (10) days from receipt of the statements to issue a decision.]**~~

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe, in detail, the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must

give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record, read in its entirety, compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

~~**[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent third party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]**~~

(X) [OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

~~**[END OF OPTION 1]**~~

~~**[OR]**~~

~~**( ) [OPTION 2]**~~

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

~~**[END OF OPTION 2]**~~

~~**[OR]**~~

~~**( ) [OPTION 3 - APPOINTED THIRD PARTY AS APPEAL DECISIONMAKER]**~~

~~submit the appeal decision to the Board, who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

~~**[END OF OPTION 3]**~~

The **(X)** appeal decisionmaker's ~~**( )** Board's **[END OF OPTION]**~~ decision shall be final.

~~**[END OF OPTIONAL LANGUAGE: APPEAL OF DETERMINATIONS]**~~

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to, modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; ~~**( )** referral to Employee Assistance Program **[END OF OPTION**];~~ and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

A. ~~**( ) oral or written warning;**~~

B. ~~**( ) written reprimands;**~~

C. ~~**( ) required counseling;**~~

D. ~~**( ) required training or education;**~~

E. ~~**( ) demotion;**~~

F. ~~**( ) suspension with pay;**~~

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

G. suspension without pay;

H. termination; and

I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

~~**[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]**~~

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Ohio Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a Code of Conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of

disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

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

Charging an individual with a Code of Conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation; provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or third parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

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

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

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution ~~**( )** and the principles of academic freedom as set forth in the applicable collective bargaining agreement~~ **[END OF OPTION]**. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment ~~**( )** and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers~~ **[END OF OPTION]**.

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~**( )** The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter.~~ **[END OF OPTION]** The training shall not rely on stereotypes involving Protected Classes.

~~**[ ]** Training materials will be made available for inspection upon request by members of the public. **[END OF OPTION]**~~

Recordkeeping (Including Retention of Investigatory Records and Materials)

The District Compliance Officer(s) is/are responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

~~**[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]**~~

The District shall maintain, for a period of seven (7) calendar years, the following records:

A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed, and the resulting outcome;

B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and

C. all materials used to provide the training referenced above ~~**( )** and in AG 1422 **[END OF OPTION]**~~.

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

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

~~**[DRAFTING NOTE: The following option expressly sets forth authority that the Board has regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]**~~

[X] Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case, provided that doing so is not clearly unreasonable.

[END OF OPTION]

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Legal	A.C. 3301-35-03(A)
	R.C. 4112.01, 4112.02, 5923.05
	Fourteenth Amendment, U.S. Constitution
	20 U.S.C. 1092(F)(6)(A)(v), 20 U.S.C. 1232g
	20 U.S.C. Section 1681, Title IX of Education Amendment Act
	20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
	20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
	29 C.F.R. Part 1635
	29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")
	29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")
	29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
	29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
	34 C.F.R. Part 110 (7/27/93)
	38 U.S.C. Chapter 43, 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")
	42 U.S.C. 1983
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq., Civil Rights Act of 1964
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act ("GINA")
	42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")
	42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Book	Policy Manual
Section	Vol. 44, No. 1 - Nondiscrimination - August 2025
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Code	po1422.02
Status	From Neola
Adopted	October 14, 2013

Rescind Policy - Vol. 44, No. 1

~~1422.02 - **NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE**~~

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act (GINA), the Board shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information, or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment or a medical provider it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:~~

~~The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of~~

~~caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.~~

~~**[ ]** The District offers health services, **( )** including a wellness program. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board.~~

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Legal	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	29 C.F.R. Part 1635

Book	Policy Manual
Section	Vol. 44, No. 1 - Nondiscrimination - August 2025
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Rescind ANTI-HARASSMENT
Code	po1662
Status	From Neola
Adopted	October 14, 2013
Last Revised	November 20, 2023

Rescind Policy - Vol. 44, No. 1

~~1662 **ANTI-HARASSMENT**~~

~~**General Policy Statement**~~

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

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

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

~~**Other Violations of the Anti-Harassment Policy**~~

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

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

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

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

~~**Definitions**~~

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

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

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

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

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

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

Bullying

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

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

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

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

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

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

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

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

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

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

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

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

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

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

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

B. ~~Unwanted physical and/or sexual contact.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual~~

battery" as set forth in Ohio Revised Code 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

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

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

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

_____

(Office Address)

_____
(E-mail Address)

_____
(Name)

_____
(School District Title)

_____
(Telephone Number)

_____
(Office Address)

_____
(E-mail Address)

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

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

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

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

D. **( )** _____.

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

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

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

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

Reports and Complaints of Harassing Conduct

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

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

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

Investigation and Complaint Procedure (See Form 1662 F1)

Except for Sexual Harassment that is covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is inappropriate and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

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

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

A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

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

Formal Complaint Procedure

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

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

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

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment Policy. The Respondent must also be informed of the

opportunity to submit a written response to the complaint within five (5) business days.

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

A. interviews with the Complainant;

B. interviews with the Respondent;

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

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

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

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

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

[ ] The decision of the Superintendent shall be final.

[OR]

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

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

[END OF OPTIONS]

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

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

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

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform

with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

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

Sanctions and Monitoring

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

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

Retaliation

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

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

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

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

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

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

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

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

Education and Training

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

Retention of Investigatory Records and Materials

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

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

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

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

D. written witness statements;

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

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

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

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

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

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

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

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

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

[DRAFTING NOTE: The following options should be selected if the district concludes that the following

~~**items are not adequately encompassed in the preceding paragraphs.]**~~

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

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

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

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

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

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

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

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Legal

R.C. 4112.02

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

20 U.S.C. 1681 et seq.

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

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

29 C.F.R. Part 1635

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

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

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

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

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
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Replacement Policy - Vol. 44, No. 1

3122 - **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT**

NONDISCRIMINATION

The Board of Education (hereinafter referred to as "the Board" or "the District") does not discriminate based on a person's Protected Class(es) in its education programs or activities and does not tolerate unlawful harassment. Protected Classes (which may also be referred to as Protected Categories) include race, color, national origin, sex (including pregnancy, childbirth, and related conditions), disability, age, religion, military status, ancestry, genetic information, or any other legally protected characteristics. The Board is an equal opportunity employer.

~~[DRAFTING NOTE: Given this policy pertains to discrimination/harassment in an employment context, there is a legal basis to include the optional language in the above parenthetical – i.e., "sexual orientation; and gender identity"; namely, the U.S. Supreme Court held in Bostock v. Clayton Cnty., 590 U.S. 644 (2020), that Title VII's prohibition of discrimination on the basis of sex necessarily includes a prohibition of discrimination on the basis of sexual orientation and gender identity. On May 15, 2025, however, a Federal District Court in Texas declared unlawful and vacated portions of the EEOC's 2024 Enforcement Guidance on Harassment in the Workplace that had interpreted the Bostock ruling to control employment actions beyond simply prohibiting termination of an employee based on the person's sexual orientation or gender identity, which was the interpretation recognized by a majority of the U.S. Circuit Courts. The Texas District Court, however, found that all language in the Guidance document defining "sex" under Title VII to include "sexual orientation" and/or "gender identity" was contrary to Title VII and therefore vacated. Neola recommends you discuss this issue with your local legal counsel before deciding whether to include the language. Regardless of whether you elect to include the language, it is critical that you consult with your local legal counsel if a situation arises involving a workplace dispute in which an employee could conceivably allege discrimination or harassment based upon the employee's sexual orientation or gender identity.]~~

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations, and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.

B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.

C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

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

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, argument, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means:

A. an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

B. a person other than an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

Complaint means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Prohibited Conduct.

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

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refers to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. **Age Harassment** means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. **Disability Harassment** means: harassment based upon a person's disability, and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally, disability-based harassment may occur where conduct is directed at or pertains to a person's genetic information.

C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).

D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.

F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

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

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

    a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching **(X)** and obscene gestures **[END OF OPTION]**.

    b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).

    c. Rape, sexual assault, or other acts of sexual violence.

d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work environment; asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).

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

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

g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).

h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish that a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of the Ohio organized militia. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

A. ”Pregnancy” and “childbirth” refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

B. “Related medical conditions” are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

Remedies means: measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education programs or activities limited or denied by Prohibited Conduct. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under applicable Federal or State laws or regulations.

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

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings, training related to Prohibited Conduct, ~~**( ) referral to Employee Assistance Program, [END OF OPTION]**~~ and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise,

retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**~~

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Office or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~**[ ]** The District offers health services **( )**, including a wellness program **[END OF OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board **[END OF OPTION]**.~~

District Compliance Officer(s)

~~**[DRAFTING NOTES:**~~

1. ~~**Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with the performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often, the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 3122).**~~

2. ~~**The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 3122 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**~~

3. ~~**Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**~~

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

Director of Student Services
330-335-1316
625 Broad St.
Wadsworth OH 44281

Director of the Four Cities Compact
330-336-3571
625 Broad St.
Wadsworth OH 44281

Wadsworth High School Principal
330-335-1400
625 Broad St.
Wadsworth, OH 44281

Wadsworth Middle School Principal
330-335-1410
150 Silvercreek Road
Wadsworth, OH 44281

~~(Name and/or School District Title)~~

~~(Office Address)~~

~~(Email Address)~~

~~(Telephone Number)~~

~~**[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer-specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]**~~

~~**[DRAFTING NOTE: Complete the following information if the Board appoints more than one (1) District Compliance Officer.]**~~

~~**[ ] [DESIGNATION OF A SECOND DISTRICT COMPLIANCE OFFICER]**~~

_____
(Name and/or School District Title)
_____
(Office Address)
_____
(Email Address)
_____
(Telephone Number)

[END OF OPTION]

[DRAFTING NOTE: As discussed above, if the Board designates more than one (1) CO, Neola recommends that the District select the following option.]

[ ] The Board designates _____ **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation]** as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of protected classes and retaliation. **[END OF OPTION]**

[ ] The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website **( )** and annually **[END OF OPTION]:**

A. **( )** in parent/student and staff handbooks.

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

C. **( )** on each individual school's website.

D. **( )** in the School District's calendar.

E. **( ) [Other]** _____.

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

[ ] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING] ( )** the Board President **( )** the Board's Legal Counsel **( )** _____ **[OTHER] [END OF OPTIONS]** until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy **( )** and AG 3122 **[END OF OPTION]** should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act ("GINA"), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **( )** Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. **[END OF OPTION] ( )** In addition, as practical, gender specific terms should be eliminated from such contracts. **[END OF OPTION]** Copies of the laws and regulations listed above are available upon request from the CO(s).

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

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. ~~**( )** See AG 3122 – Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment and Form 3122 F1 – Notice and Statement of Nondiscrimination. **[END OF OPTION]**~~

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~**( )** Anonymous reports may be submitted using **( )** the online reporting form posted at _____ **[insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] ( )** the hotline reporting number (_____**[insert phone number]**). **[END OF OPTION]**~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must promptly notify the/a CO upon ~~within two (2) days of~~ learning the information or receiving the report. ~~**[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "* * * must immediately/promptly notify the/a CO of such information or report."]**~~ The Board employee must also comply with mandatory reporting responsibilities pursuant to R.C. 2151.412 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. ~~**[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**~~

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~**( )** and/or administrative guidelines **[END OF OPTION]**~~, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly ~~(i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct)~~ contact the purported complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of

the availability of supportive measures with or without the filing of a complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and third parties), or by the CO, alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct, unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievance procedures set forth the means for investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

~~**[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 ("Title VII") prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board's Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]~~

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~**( )** and AG 3122 **[END OF OPTION]**~~.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. A "complainant," which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District's education programs or activities;

B. An authorized legal representative with the legal right to act on behalf of a complainant;

C. District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

~~**[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of**~~

~~**unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph where the complainant is identified as an employee who was "subjected to conduct that could constitute Prohibited Conduct." The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]**~~

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

A. any employee of the District; or

B. any person other than an employee who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District's internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education's Office for Civil Rights, the U.S. Department of Justice's Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, ~~**( )** and the facilitator of the informal resolution process,~~ ~~**[END OF OPTION]**~~ shall be free from any conflicts of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent.

[X] The CO may serve simultaneously as an investigator and/or a decisionmaker. ~~**[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is "may" (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**~~

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall **(X)**, in consultation with ~~**( )** and approval of~~ ~~**[END OF OPTION]**~~ the Superintendent ~~or **( )** Board **( )** Board President (as appropriate),~~ ~~**[END OF OPTION]**~~ secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within __ten (10) business ___ ~~**[INSERT # OF DAYS]**~~ days of receiving the complaint. ~~**[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**~~

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the rlevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within _twenty (20)

business___ ~~**[INSERT # OF DAYS]**~~ days of the CO determining the charges require investigation. ~~**[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**~~

~~**[DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigator/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]**~~ If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties **(X)** and the Superintendent ~~**[END OF OPTION]**~~ and will thereafter keep the parties **(X)** and the Superintendent ~~**[END OF OPTION]**~~ informed of the status of the matter on a __regular_____ ~~**[INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR]**~~ basis.

C. **Appeal –** A party filing an appeal of the CO's decision to dismiss a complaint **(X)**, or the Determination, ~~**[END OF OPTION]**~~ must do so within _five (5) business__ **[INSERT # OF DAYS]** days of receiving the Dismissal **(X)** or Determination ~~**[END OF OPTION]**~~.

~~**[DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the Appeal section.]**~~

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses. ~~**( )** These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures.~~ ~~**[END OF OPTION]**~~ The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one (1) of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and

B. a party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board's grievance procedures, the District Compliance Officer shall notify the parties of the following:

A. the Board's grievance procedures **(X)** and informal resolution process ~~**[END OF OPTIONS]**~~ associated with claims involving Prohibited Conduct; ~~**DRAFTING NOTE: Neola encourages the Board to include an informal resolution process.]**~~

B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and

C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

A. the District is unable to identify the respondent after taking reasonable steps to do so;

B. the respondent is not participating in the District's education program or activity and is not employed by the Board;

C. the complainant voluntarily withdraws any or all of the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or

D. the District determines that the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

B. implement appeal procedures equally for the parties;

C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;

D. ensure that the appeal decisionmaker has been trained consistent with this Policy ~~( )~~ and AG 3122 ~~**[END OF OPTION]**~~;

E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

A. offer supportive measures to the complainant as appropriate;

B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

~~**[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent**~~

~~its recurrence, and remedy its effects.]~~

[X [OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer an informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

~~**[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]**~~

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. ~~**[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**~~

B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination **(X)**, and the procedures and permissible bases for the complainant and respondent to appeal ~~**[END OF OPTION]**~~.

C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.

D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:

1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education programs or activities limited or denied by the Prohibited Conduct;

2. coordinate the imposition of any disciplinary sanctions on a respondent ~~**( ),** including notification to the complainant of any such disciplinary sanctions **[END OF OPTION]**~~; and

3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.

E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

~~**[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends that the Board include an appeal process related to the Determination.]**~~

[X] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATIONS]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within _five (5) business___ ~~**[INSERT # OF DAYS]**~~ days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and

C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

~~**[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed. Change period at end of C. to a semi-colon if additional grounds are inserted by the Board.]**~~

D. ~~**( )** the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

E. ~~**( ) [OTHER]** _____.~~

~~**[ ]** The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed. **[END OF OPTION]**~~

~~**[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]**~~

~~**[ ] [OPTION 1]**~~

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained **( )**, as set forth in AG 3122 **[END OF INTERNAL OPTION]**.~~

~~The CO has authority **( )**, in consultation with **( )** and approval of **[END OF OPTION]** the Superintendent or **( )** Board **( )** Board President (as appropriate), **[END OF OPTION]** to secure an independent third party to serve as the appeal decisionmaker.~~

~~**[ ]** In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent third party to serve as the appeal decisionmaker – this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties. **[END OF INTERNAL OPTION]**~~

~~**[END OF OPTION 1]**~~

[X] [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ~~**( ),** as set forth in AG 3122~~ ~~**[END OF INTERNAL OPTION]**~~.

[END OF OPTION 2]

If a party appeals the Determination, the CO will:

A. notify the parties of the appeal;

B. implement appeal procedures equally for the parties;

C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;

D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and

E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (X) or Determination [END OF OPTION]

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have _five (5) business___ ~~**[INSERT # OF DAYS]**~~ days to provide the appeal decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have _ten (10) business___ ~~**[INSERT # OF DAYS]**~~ days to issue a decision on the appeal.

~~**[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal decisionmaker have ten (10) days from receipt of the statements to issue a decision.]**~~

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe, in detail, the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record, read in its entirety, compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

~~**[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent third party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]**~~

(X) [OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

~~**[END OF OPTION 1]**~~

~~**[OR]**~~

~~**( ) [OPTION 2]**~~

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

~~**[END OF OPTION 2]**~~

~~**[OR]**~~

~~**( ) [OPTION 3 - APPOINTED THIRD PARTY AS APPEAL DECISIONMAKER]**~~

~~submit the appeal decision to the Board, who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

~~**[END OF OPTION 3]**~~

~~The **( )** appeal decisionmaker's **( )** Board's **[END OF OPTION]** decision shall be final.~~

~~**[END OF OPTIONAL LANGUAGE: APPEAL OF DETERMINATIONS]**~~

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to, modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; ~~**( )** referral to Employee Assistance Program **[END OF OPTION**~~]; and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

A. ~~( ) oral or written warning;~~

B. ~~( ) written reprimands;~~

C. ~~( ) required counseling;~~

D. ~~( ) required training or education;~~

E. ~~( ) demotion;~~

F. ~~( ) suspension with pay;~~

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

G. suspension without pay;

H. termination; and

I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

~~**[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]**~~

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Ohio Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a Code of Conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

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

Charging an individual with a Code of Conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation; provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or third parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

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

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

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution ~~**( )** and the principles of academic freedom as set forth in the applicable collective bargaining agreement~~ **~~[END OF OPTION]~~**. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment ~~**( )** and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers~~ **~~[END OF OPTION]~~**.

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~**( )** The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter.~~ **~~[END OF OPTION]~~** The training shall not rely on stereotypes involving Protected Classes.

~~**[ ]** Training materials will be made available for inspection upon request by members of the public.~~ **~~[END OF OPTION]~~**

Recordkeeping (Including Retention of Investigatory Records and Materials)

The District Compliance Officer(s) is/are responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period

selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]

The District shall maintain, for a period of seven (7) calendar years, the following records:

A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed, and the resulting outcome;

B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and

C. all materials used to provide the training referenced above ~~**( )** and in AG 3122 **[END OF OPTION]**~~.

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

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

~~**[DRAFTING NOTE: The following option expressly sets forth authority that the Board has regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]**~~

[X] Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case, provided that doing so is not clearly unreasonable.

~~**[END OF OPTION]**~~

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Legal

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

R.C. 4112.01, 4112.02, 5923.05

Fourteenth Amendment, U.S. Constitution

20 U.S.C. 1092(F)(6)(A)(v), 20 U.S.C. 1232g

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

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

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

29 C.F.R. Part 1635

29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")

29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")

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

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

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

38 U.S.C. Chapter 43, 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")

42 U.S.C. 1983

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

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

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act ("GINA")

42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

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

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

Book	Policy Manual
Section	Vol. 44, No. 1 - Nondiscrimination - August 2025
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Code	po3122.02
Status	From Neola
Adopted	July 12, 2010
Last Revised	October 14, 2013

Rescind Policy - Vol. 44, No. 1

~~3122.02 - **NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE**~~

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act (GINA), the Board shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information, or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment or a medical provider it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:~~

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

[ ] The District offers health services, **( )** including a wellness program. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board.

[NOTE: It should be noted that any sections of the District's collective bargaining agreements dealing with terms and conditions of employment should contain a statement of nondiscrimination similar to that in the Board's statement above.]

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

29 C.F.R. Part 1635

Book	Policy Manual
Section	Vol. 44, No. 1 - Nondiscrimination - August 2025
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Rescind ANTI-HARASSMENT
Code	po3362
Status	From Neola
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Last Revised	November 20, 2023

Rescind Policy - Vol. 44, No. 1

~~3362 **ANTI-HARASSMENT**~~

~~**General Policy Statement**~~

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

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

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

~~**Other Violations of the Anti-Harassment Policy**~~

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

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

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

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

~~**Definitions**~~

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

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

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

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

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

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

Bullying

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

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

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

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

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

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

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:

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

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

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

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

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

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

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

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

B. ~~Unwanted physical and/or sexual contact.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual~~

battery as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

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

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

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

_____

(Office Address)

_____
(E-mail Address)

_____
(Name)

_____
(School District Title)

_____
(Telephone Number)

_____
(Office Address)

_____
(E-mail Address)

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

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

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

C. **( )** on each individual school's web site.

D. **( )** in the School District's calendar.

E. **( )** _____.

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

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

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

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

Reports and Complaints of Harassing Conduct

Members of the School District community along with Third Parties are required to report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is inappropriate and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A

Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District level employee.

All informal complaints must be reported to one (1) of the Compliance Officers, who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

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

Formal Complaint Procedure

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

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

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

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

A. interviews with the Complainant;

B. interviews with the Respondent;

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

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

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

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

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

[ ] The decision of the Superintendent shall be final.

[OR]

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

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

[END OF OPTIONS]

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

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

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

~~of other remedies.~~

~~Privacy/Confidentiality~~

~~The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.~~

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

~~Sanctions and Monitoring~~

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

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

~~Retaliation~~

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

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

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

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

~~Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct~~

~~State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.~~

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

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

~~Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension~~

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

~~Education and Training~~

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

~~Retention of Investigatory Records and Materials~~

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

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

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

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

D. ~~written witness statements;~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Legal

R.C. 4112.02

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

20 U.S.C. 1681 et seq.

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

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

29 C.F.R. Part 1635

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

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

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

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

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Book	Policy Manual
Section	Ready for Production January 2026
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
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Replacement Policy - Vol. 44, No. 1

4122 - **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT**

NONDISCRIMINATION

The Board of Education (hereinafter referred to as "the Board" or "the District") does not discriminate based on a person's Protected Class(es) in its education programs or activities and does not tolerate unlawful harassment. Protected Classes (which may also be referred to as Protected Categories) include race, color, national origin, sex (including pregnancy, childbirth, and related conditions), disability, age, religion, military status, ancestry, genetic information, or any other legally protected characteristics. The Board is an equal opportunity employer.

~~[DRAFTING NOTE: Given this policy pertains to discrimination/harassment in an employment context, there is a legal basis to include the optional language in the above parenthetical – i.e., "sexual orientation; and gender identity"; namely, the U.S. Supreme Court held in Bostock v. Clayton Cnty., 590 U.S. 644 (2020), that Title VII's prohibition of discrimination on the basis of sex necessarily includes a prohibition of discrimination on the basis of sexual orientation and gender identity. On May 15, 2025, however, a Federal District Court in Texas declared unlawful and vacated portions of the EEOC's 2024 Enforcement Guidance on Harassment in the Workplace that had interpreted the Bostock ruling to control employment actions beyond simply prohibiting termination of an employee based on the person's sexual orientation or gender identity, which was the interpretation recognized by a majority of the U.S. Circuit Courts. The Texas District Court, however, found that all language in the Guidance document defining "sex" under Title VII to include "sexual orientation" and/or "gender identity" was contrary to Title VII and therefore vacated. Neola recommends you discuss this issue with your local legal counsel before deciding whether to include the language. Regardless of whether you elect to include the language, it is critical that you consult with your local legal counsel if a situation arises involving a workplace dispute in which an employee could conceivably allege discrimination or harassment based upon the employee's sexual orientation or gender identity.]~~

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations, and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.

B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.

C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

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

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, argument, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means:

A. an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

B. a person other than an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

Complaint means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Prohibited Conduct.

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

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refers to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. **Age Harassment** means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. **Disability Harassment** means: harassment based upon a person's disability, and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally, disability-based harassment may occur where conduct is directed at or pertains to a person's genetic information.

C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).

D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.

F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

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

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

    a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching **(X)** and obscene gestures ~~**[END OF OPTION]**~~.

    b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).

    c. Rape, sexual assault, or other acts of sexual violence.

d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work environment; asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).

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

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

g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).

h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish that a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of the Ohio organized militia. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

A. ”Pregnancy” and “childbirth” refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

B. “Related medical conditions” are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

Remedies means: measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education programs or activities limited or denied by Prohibited Conduct. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under applicable Federal or State laws or regulations.

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

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings, training related to Prohibited Conduct, ~~**( ) referral to Employee Assistance Program, [END OF OPTION]**~~ and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise,

retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**~~

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Office or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~**[ ]** The District offers health services **( )**, including a wellness program **[END OF OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board **[END OF OPTION]**.~~

District Compliance Officer(s)

~~**[DRAFTING NOTES:**~~

1. ~~**Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with the performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often, the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 4122).**~~

2. ~~**The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 4122 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**~~

3. ~~**Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**~~

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

_____

Director of Student Services
330-335-1316
625 Broad St.
Wadsworth OH 44281

Director of the Four Cities Compact
330-336-3571
625 Broad St.
Wadsworth OH 44281

Wadsworth High School Principal
330-335-1400
625 Broad St.
Wadsworth, OH 44281

Wadsworth Middle School Principal
330-335-1410
150 Silvercreek Road
Wadsworth, OH 44281
~~(Name and/or School District Title)~~
_____
~~(Office Address)~~
_____
~~(Email Address)~~
_____
~~(Telephone Number)~~

~~**[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer-specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]**~~

~~**[DRAFTING NOTE: Complete the following information if the Board appoints more than one (1) District Compliance Officer.]**~~

~~**[ ] [DESIGNATION OF A SECOND DISTRICT COMPLIANCE OFFICER]**~~

_____
(Name and/or School District Title)
_____
(Office Address)
_____
(Email Address)
_____
(Telephone Number)

[END OF OPTION]

[DRAFTING NOTE: As discussed above, if the Board designates more than one (1) CO, Neola recommends that the District select the following option.]

[ ] The Board designates _____ **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation]** as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of protected classes and retaliation. **[END OF OPTION]**

[ ] The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website **( )** and annually **[END OF OPTION]:**

A. **( )** in parent/student and staff handbooks.

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

C. **( )** on each individual school's website.

D. **( )** in the School District's calendar.

E. **( ) [Other]** _____.

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

[ ] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING] ( )** the Board President **( )** the Board's Legal Counsel **( )** _____ **[OTHER] [END OF OPTIONS]** until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy **( )** and AG 4122 **[END OF OPTION]** should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act ("GINA"), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **( )** Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. **[END OF OPTION] ( )** In addition, as practical, gender specific terms should be eliminated from such contracts. **[END OF OPTION]** Copies of the laws and regulations listed above are available upon request from the CO(s).

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

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. ~~**( )** See AG 4122 – Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment and Form 4122 F1 – Notice and Statement of Nondiscrimination. **[END OF OPTION]**~~

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~**( )** Anonymous reports may be submitted using **( )** the online reporting form posted at _____ **[insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] ( )** the hotline reporting number (_____**[insert phone number])**. **[END OF OPTION]**~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must promptly notify the/a CO upon ~~within two (2) days of~~ learning the information or receiving the report. ~~**[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "* * * must immediately/promptly notify the/a CO of such information or report."]**~~ The Board employee must also comply with mandatory reporting responsibilities pursuant to R.C. 2151.412 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. ~~**[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**~~

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~**( )** and/or administrative guidelines **[END OF OPTION]**~~, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly ~~(i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct)~~ contact the purported complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a complaint, and explain to the complainant the process

for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and third parties), or by the CO, alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct, unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievance procedures set forth the means for investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

~~**[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 ("Title VII") prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board's Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]~~**

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~**( )** and AG 4122~~ **[END OF OPTION]**.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. A "complainant," which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District's education programs or activities;

B. An authorized legal representative with the legal right to act on behalf of a complainant;

C. District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

~~**[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person**~~

~~**who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph where the complainant is identified as an employee who was "subjected to conduct that could constitute Prohibited Conduct." The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]**~~

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

A. any employee of the District; or

B. any person other than an employee who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District's internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education's Office for Civil Rights, the U.S. Department of Justice's Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, ~~**( )** and the facilitator of the informal resolution process,~~ ~~**[END OF OPTION]**~~ shall be free from any conflicts of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent.

[X] The CO may serve simultaneously as an investigator and/or a decisionmaker. ~~**[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is "may" (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**~~

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall **(X)**, in consultation with ~~**( )** and approval of~~ ~~**[END OF OPTION]**~~ the Superintendent ~~or **( )** Board **( )** Board President (as appropriate),~~ ~~**[END OF OPTION]**~~ secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within _ten (10) business____ ~~**[INSERT # OF DAYS]**~~ days of receiving the complaint. ~~**[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**~~

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the rlevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within _twenty (20) business___ ~~**[INSERT # OF DAYS]**~~ days of the CO determining the charges require investigation. ~~**[DRAFTING**~~

~~**NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**~~

~~**[DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigator/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]**~~ If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties **(X)** and the Superintendent ~~**[END OF OPTION]**~~ and will thereafter keep the parties **(X)** and the Superintendent ~~**[END OF OPTION]**~~ informed of the status of the matter on a _regular_____ ~~**[INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR]**~~ basis.

C. **Appeal –** A party filing an appeal of the CO's decision to dismiss a complaint **(X)**, or the Determination, ~~**[END OF OPTION]**~~ must do so within _five (5) business__ ~~**[INSERT # OF DAYS]**~~ days of receiving the Dismissal **(X)** or Determination ~~**[END OF OPTION]**~~.

~~**[DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the Appeal section.]**~~

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses. ~~**( )** These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures.~~ ~~**[END OF OPTION]**~~ The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one (1) of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and

B. a party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board's grievance procedures, the District Compliance Officer shall notify the parties of the following:

A. the Board's grievance procedures **(X)** and informal resolution process ~~**[END OF OPTIONS]**~~ associated with claims involving Prohibited Conduct; ~~**[DRAFTING NOTE: Neola encourages the Board to include an informal resolution process.]**~~

B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and

C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

A. the District is unable to identify the respondent after taking reasonable steps to do so;

B. the respondent is not participating in the District's education program or activity and is not employed by the Board;

C. the complainant voluntarily withdraws any or all of the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or

D. the District determines that the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

B. implement appeal procedures equally for the parties;

C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;

D. ensure that the appeal decisionmaker has been trained consistent with this Policy ~~( )~~ and AG 4122 ~~**[END OF OPTION]**~~;

E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

A. offer supportive measures to the complainant as appropriate;

B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

~~**[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent**~~

~~its recurrence, and remedy its effects.]~~

[X] [OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer an informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

~~**[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]**~~

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. ~~**[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**~~

B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination **(X)**, and the procedures and permissible bases for the complainant and respondent to appeal ~~**[END OF OPTION]**~~.

C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.

D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:

1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education programs or activities limited or denied by the Prohibited Conduct;

2. coordinate the imposition of any disciplinary sanctions on a respondent ~~**( ),** including notification to the complainant of any such disciplinary sanctions **[END OF OPTION]**~~; and

3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.

E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

~~**[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends that the Board include an appeal process related to the Determination.]**~~

[X] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATIONS]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within _five (5) business___ ~~**[INSERT # OF DAYS]**~~ days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and

C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

~~**[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed. Change period at end of C. to a semi-colon if additional grounds are inserted by the Board.]**~~

D. ~~**( )** the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

E. ~~**( ) [OTHER]** _____.~~

~~**[ ]** The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed. **[END OF OPTION]**~~

~~**[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]**~~

~~**[ ] [OPTION 1]**~~

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained **( )**, as set forth in AG 4122 **[END OF INTERNAL OPTION]**.~~

~~The CO has authority **( )**, in consultation with **( )** and approval of **[END OF OPTION]** the Superintendent or **( )** Board **( )** Board President (as appropriate), **[END OF OPTION]** to secure an independent third party to serve as the appeal decisionmaker.~~

~~**[ ]** In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent third party to serve as the appeal decisionmaker – this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties. **[END OF INTERNAL OPTION]**~~

~~**[END OF OPTION 1]**~~

[X] [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ~~**( ),** as set forth in AG 4122~~ **~~[END OF INTERNAL OPTION]~~**.

~~[END OF OPTION 2]~~

If a party appeals the Determination, the CO will:

A. notify the parties of the appeal;

B. implement appeal procedures equally for the parties;

C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;

D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and

E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (X) or Determination [END OF OPTION]

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have __five (5) business__ **~~[INSERT # OF DAYS]~~** days to provide the appeal decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have _ten (10) business___ **~~[INSERT # OF DAYS]~~** days to issue a decision on the appeal.

~~[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal decisionmaker have ten (10) days from receipt of the statements to issue a decision.]~~

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe, in detail, the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record, read in its entirety, compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

~~[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent third party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]~~

(X) [OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

~~**[END OF OPTION 1]**~~

~~**[OR]**~~

~~**( ) [OPTION 2]**~~

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

~~**[END OF OPTION 2]**~~

~~**[OR]**~~

~~**( ) [OPTION 3 - APPOINTED THIRD PARTY AS APPEAL DECISIONMAKER]**~~

~~submit the appeal decision to the Board, who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

~~**[END OF OPTION 3]**~~

~~The **( )** appeal decisionmaker's **( )** Board's **[END OF OPTION]** decision shall be final.~~

~~**[END OF OPTIONAL LANGUAGE: APPEAL OF DETERMINATIONS]**~~

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to, modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; ~~**( )** referral to Employee Assistance Program **[END OF OPTION**~~]; and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

A. ~~( ) oral or written warning;~~

B. ~~( ) written reprimands;~~

C. ~~( ) required counseling;~~

D. ~~( ) required training or education;~~

E. ~~( ) demotion;~~

F. ~~( ) suspension with pay;~~

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

G. suspension without pay;

H. termination; and

I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

~~**[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]**~~

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Ohio Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a Code of Conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

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

Charging an individual with a Code of Conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation; provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or third parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

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

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

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution ~~**( )** and the principles of academic freedom as set forth in the applicable collective bargaining agreement~~ **[END OF OPTION]**. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment ~~**( )** and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers~~ **[END OF OPTION]**.

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~**( )** The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter.~~ **[END OF OPTION]** The training shall not rely on stereotypes involving Protected Classes.

~~**[ ]** Training materials will be made available for inspection upon request by members of the public.~~ **[END OF OPTION]**

Recordkeeping (Including Retention of Investigatory Records and Materials)

The District Compliance Officer(s) is/are responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

~~**[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period**~~

~~**selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]**~~

The District shall maintain, for a period of seven (7) calendar years, the following records:

A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed, and the resulting outcome;

B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and

C. all materials used to provide the training referenced above ~~**( )** and in AG 4122 **[END OF OPTION]**~~.

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

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

~~**[DRAFTING NOTE: The following option expressly sets forth authority that the Board has regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]**~~

[X] Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case, provided that doing so is not clearly unreasonable.

~~**[END OF OPTION]**~~

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

R.C. 4112.01, 4112.02, 5923.05

Fourteenth Amendment, U.S. Constitution

20 U.S.C. 1092(F)(6)(A)(v), 20 U.S.C. 1232g

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

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

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

29 C.F.R. Part 1635

29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")

29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")

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

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

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

38 U.S.C. Chapter 43, 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")

42 U.S.C. 1983

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

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

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act ("GINA")

42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

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

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

Book	Policy Manual
Section	Vol. 44, No. 1 - Nondiscrimination - August 2025
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Code	po4122.02
Status	From Neola
Adopted	July 12, 2010
Last Revised	October 14, 2013

Rescind Policy - Vol. 44, No. 1

~~4122.02 - **NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE**~~

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act (GINA), the Board shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information, or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment or a medical provider it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:~~

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

[ ] The District offers health services, **( )** including a wellness program. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board.

[NOTE: It should be noted that any sections of the District's collective bargaining agreements dealing with terms and conditions of employment should contain a statement of nondiscrimination similar to that in the Board's statement above.]

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

29 C.F.R. Part 1635

Book	Policy Manual
Section	Vol. 44, No. 1 - Nondiscrimination - August 2025
Title	Vol. 44, No. 1 - Nondiscrimination - August 2025 Rescind ANTI-HARASSMENT
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Adopted	November 19, 2007
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Rescind Policy - Vol. 44, No. 1

~~4362 **ANTI-HARASSMENT**~~

~~**General Policy Statement**~~

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

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

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

~~**Other Violations of the Anti-Harassment Policy**~~

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

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

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

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

~~**Definitions**~~

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

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

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

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

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

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

Bullying

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

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

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

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

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

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

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:

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

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

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

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

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

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

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

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

B. ~~Unwanted physical and/or sexual contact.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual~~

battery as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

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

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

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

_____

(Office Address)

_____
(E-mail Address)

_____
(Name)

_____
(School District Title)

_____
(Telephone Number)

_____
(Office Address)

_____
(E-mail Address)

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

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

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

C. **( )** on each individual school's website.

D. **( )** in the School District's calendar.

E. **( )** _____.

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

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

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

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

Reports and Complaints of Harassing Conduct

Members of the School District community, along with Third Parties, are required to report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 4362 F1)

Except for Sexual Harassment that is covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is inappropriate and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A

Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District level employee.

All informal complaints must be reported to one (1) of the Compliance Officers, who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

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

Formal Complaint Procedure

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

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

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

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

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

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

A. ~~interviews with the Complainant;~~

B. ~~interviews with the Respondent;~~

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

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

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

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

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

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

~~**[OR]**~~

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

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

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

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

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

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

~~of other remedies.~~

~~Privacy/Confidentiality~~

~~The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.~~

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

~~Sanctions and Monitoring~~

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

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

~~Retaliation~~

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

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

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

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

~~Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct~~

~~State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.~~

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

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

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

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

Education and Training

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

Retention of Investigatory Records and Materials

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

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

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

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

D. written witness statements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Legal

R.C. 4112.02

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

20 U.S.C. 1681 et seq.

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

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

29 C.F.R. Part 1635

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

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

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

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

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Book	Policy Manual
Section	Ready for Production January 2026
Title	Copy of Copy of CLASS RANK
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Last Revised	September 9, 2019

5430 - **CLASS RANK**

High School Grades

Letter grades shall be used to communicate academic progress of students. The letter grades shall be assigned numerical equivalents on the following scale:

Quality Points Earned

% Earned	Grade	College Prep	Honors	Advanced Placement/ Certain College Credit Plus Courses^/All Career Technical Education CTAG/ITAG Courses
93 – 100	A	4.0	4.5	5.0
90 - 92	A-	3.7	4.2	4.7
87 – 89	B+	3.3	3.8	4.3
83 - 86	B	3.0	3.5	4.0
80 - 82	B-	2.7	3.2	3.7
77 - 79	C+	2.3	2.8	3.3
73 - 76	C	2.0	2.5	3.0
70 - 72	C-	1.7	2.2	2.7
67 - 69	D+	1.3	1.3	1.3
63 – 66	D	1.0	1.0	1.0
60 – 62	D-	.7	.7	.7
0 – 59	F	0	0	0

^ Per Ohio Revised Code and Ohio Administrative Code, College Credit Plus courses that are taught in a subject area where we already weight courses (e.g. honors, AP) must be weighted the highest weight possible we use in the given subject area (e.g. 4.5 scale for honors or 5.0 scale for AP).

Class Rank

Class rank is not reported for each student. Decile ranks will be provided if requested by a college. If rankings other than decile are required for programs established under the Ohio Revised Code that are administered by the Ohio Department of Education & Workforce and/or the Ohio Department of Higher Education, the Superintendent/designee may provide the requested rankings. As the information shared with the Ohio Department of

Education & Workforce or the Ohio Department of Higher Education is also shared with the student as part of the program requirements, the requested information may be shared by the Superintendent/Designee with the student or other organizations on behalf of the student for admission and/or scholarship purposes.

GRADING DISPUTES

The Board believes that the people in our District responsible for the teaching and evaluation of student learning are the trained educators and administrators and that the Board will not be involved in the actual day-to-day teaching, testing and grading of individual students.

The Board recognizes that disputes may arise over a particular grade given and/or received on an individual assignment and exam or in a course grading period and believes that a method needs to be established to promptly resolve such disputes.

If a high school student (which shall include the parent(s) or guardian of the student in any step of the appeal process) has a disagreement or dispute about any grade the following procedure shall be followed:

A. The student shall make known his/her objection to the classroom teacher within three (3) school days of the receipt of the grade by the student. The teacher shall meet with the student within five (5) school days of being advised of the disagreement or dispute at a mutually agreeable time. The parent(s) or guardian of the student may attend with the student if they desire but it is the responsibility of the student to advise his/her parents of any such meeting. The teacher shall make a decision on the objection or dispute as soon as possible after notice but in no event more than three (3) school days after meeting the student and shall deliver the decision in writing to the student at school.

B. If the student is not satisfied with the teacher's disposition of the objection or dispute, the student may file a written appeal of the grade to the building principal within five (5) school days of receipt of the teacher's written decision. The basic nature of the objection shall be set forth but no particular format shall be required so long as the issue is identified. The principal, or the principal's designee, shall meet with the student within five (5) school days of the filed objection and shall promptly investigate the complaint and interview the teacher. The principal or designee shall make a written decision on the appeal as soon as possible but in no event more than ten (10) school days after meeting with the student. The decision shall be delivered to the student at school and a copy shall be mailed to the home of the student by the principal, or his/her designee.

C. If the student is not satisfied with the decision of the building principal, or designee, the student may file a written appeal to the Superintendent/Designee. The written appeal shall be made within five (5) school days of receipt of the decision. The Superintendent/Designee shall meet with the student within ten (10) school days of the receipt of the appeal and shall review all documents and findings and conduct such further investigation as the Superintendent/Designee shall deem appropriate. The Superintendent/Designee shall make a written decision as soon as possible after meeting with the student but in no event more than ten (10) school days thereafter. The decision of the Superintendent/Designee shall be deemed final and there shall be no further right of review within the School District.

In the event of a dispute arising in the elementary grades or middle school, the parent or guardian shall first seek a meeting and discussion with the teacher to attempt to resolve the issue. This must be requested within three (3) school days of the disputed grade being received by the student. If the meeting with the teacher does not resolve the dispute the parents may appeal to the building principal so long as the appeal is made within three (3) school days of the teacher's decision. The principal shall meet with the parents or legal guardian within five (5) school days of the objection and shall make a decision within five (5) school days of the meeting with the parents or guardians. The decision of the principal shall be deemed to be final and there shall be no further right of review within the School District.

Revised 2/10/14
Revised 11/21/16

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Legal A. C. 3333-1-65.2

R. C. 3365.04

Book	Administrative Guideline Manual
Section	Ready for Production January 2026
Title	Copy of COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/ACCESS
Code	ag1422B
Status	
Adopted	October 14, 2013

1422B - **COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/ACCESS**

If a person believes that s/he has been discriminated against or denied equal opportunity or access to the District's programs, activities or services, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

The following person is designated as the District's Civil Rights Coordinator:

Title: Director of Four Cities Educational Compact

Address: 524 Broad St. Wadsworth, OH 44281

Phone: 330-336-3571

The individual may also, at any time, contact the U.S. Department of Education, Office for Civil Rights, Cleveland Office, 600 Superior Avenue East, Suite 750, Cleveland, Ohio 44114-2611; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov.ocr.

Internal Complaint Procedures

A person who believes s/he has a valid basis for a complaint may discuss the matter informally and on an oral basis with the District's Civil Rights Coordinator, who will investigate the complaint and reply with an answer to the complainant. If the informal procedures do not resolve the matter to the complainant's satisfaction or s/he skips the informal process, s/he may initiate formal procedures according to the following steps:

Step 1

Investigation by the District Civil Rights Coordinator: A person may initiate a formal investigation by filing a written complaint (Form 1422 F1) with the District Civil Rights Coordinator. The complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, and describe the alleged discriminatory action in sufficient detail to inform the Civil Rights Coordinator of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Civil Rights Coordinator for good cause. The Civil Rights Coordinator will conduct an impartial investigation of the complaint. As part of the investigation, the Civil Rights Coordinator shall permit the complainant to present witnesses and other evidence in support of his/her complaint. The investigation shall be completed within fifteen (15) business days of the written complaint being filed. The Civil Rights Coordinator will notify the complainant in writing of his/her decision and will maintain the District's files and records relating to the complaint.

Step 2

Appeal to the Superintendent: If the complainant is not satisfied with the Civil Rights Coordinator's Step 1 decision, s/he may submit, in writing, a signed statement of appeal to the Superintendent within five (5) business days after receipt of the Coordinator's response. The Superintendent will review the case, may conduct an informal hearing, and will notify the complainant in writing of his/her decision within ten (10) business days of receiving the appeal.

Step 3

Appeal to the Board of Education: If the complainant remains unsatisfied, s/he may appeal through a signed written statement to the Board of Education within five (5) business days of his/her receipt of the Superintendent's response in Step 2. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

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

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

The Civil Right's Coordinator will provide a copy of the District's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.

PROHIBITION AGAINST RETALIATION

The Board will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal civil rights law, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided, or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

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Book	Administrative Guideline Manual
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Title	Copy of NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	ag3122
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**~~

~~These administrative guidelines are established to assist in the proper implementation of Policy 3122 and Policy 3122.02.~~

~~Policy 3122 states:~~

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

~~The following person(s) have been designated to handle inquiries regarding the nondiscrimination policies of the District or to address any complaint of discrimination:~~

~~Name and/or Title: Director of Four Cities Educational Compact~~

~~Address: 524 Broad St. Wadsworth, OH 44281~~

~~Telephone No.: 330-336-3571~~

~~Notice of the Board's policy on nondiscrimination in employment practices shall be posted throughout the District, published in any District statement regarding the availability of employment, and in any staff handbooks.~~

~~**Sex-Based Discrimination**~~

~~Discrimination against a transgender individual because that person is transgender is discrimination based on sex and therefore a violation of Title VII. Specifically, discrimination against transgender individuals on the basis of sex stereotyping/gender nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior.~~

~~Additionally, employment actions based upon an individual's sexual orientation are suspect and potentially impermissible.~~

~~Administrators are required to investigate allegations of conduct involving the discrimination or harassment of an employee or applicant based upon his/her transgender identity or sexual orientation.~~

~~Any questions concerning whether alleged conduct might violate this prohibition should be promptly brought to the Superintendent's attention.~~

~~**Military Status**~~

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

~~Revised 9/10/08~~
~~Revised 4/19/10~~
~~Revised 10/14/13~~

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Book	Administrative Guideline Manual
Section	Ready for Production January 2026
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Code	ag3122B
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~3122B - **COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/ACCESS**~~

~~If a person believes that s/he has been discriminated against or denied equal opportunity or access to the District's programs, activities or services, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.~~

~~The following person is designated as the District's Civil Rights Coordinator:~~

~~Title: Director of Four Cities Educational Compact~~

~~School: Wadsworth City School District~~

~~Address: 524 Broad St. Wadsworth, OH 44281~~

~~Phone: 330-336-3571~~

~~The individual may also, at any time, contact the U.S. Department of Education, Office for Civil Rights, Cleveland Office, 600 Superior Avenue East, Suite 750, Cleveland, Ohio 44114-2611; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov.ocr.~~

~~**Internal Complaint Procedures**~~

~~A person who believes s/he has a valid basis for a complaint may discuss the matter informally and on an oral basis with the District's Civil Rights Coordinator, who will investigate the complaint and reply with an answer to the complainant. If the informal procedures do not resolve the matter to the complainant's satisfaction or s/he skips the informal process, s/he may initiate formal procedures according to the following steps:~~

~~**Step 1**~~

~~Investigation by the District Civil Rights Coordinator: A person may initiate a formal investigation by filing a written complaint (Form 3122 F1) with the District Civil Rights Coordinator. The complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, and describe the alleged discriminatory action in sufficient detail to inform the Civil Rights Coordinator of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Civil Rights Coordinator for good cause. The Civil Rights Coordinator will conduct an impartial investigation of the complaint. As part of the investigation, the Civil Rights Coordinator shall permit the complainant to present witnesses and other evidence in support of his/her complaint. The investigation shall be completed within fifteen (15) business days of the written complaint being filed. The Civil Rights Coordinator will notify the complainant in writing of his/her decision and will maintain the District's files and records relating to the complaint.~~

~~**Step 2**~~

Appeal to the Superintendent: If the complainant is not satisfied with the Civil Rights Coordinator's Step 1 decision, s/he may submit, in writing, a signed statement of appeal to the Superintendent within five (5) business days after receipt of the Coordinator's response. The Superintendent will review the case, may conduct an informal hearing, and will notify the complainant within ten (10) business days of receiving the appeal.

Step 3

Appeal to the Board of Education: If the complainant remains unsatisfied, s/he may appeal through a signed written statement to the Board of Education within five (5) business days of his/her receipt of the Superintendent's response in Step 2. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

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

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

The Civil Right's Coordinator will provide a copy of the District's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.

PROHIBITION AGAINST RETALIATION

The Board will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal civil rights law, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided, or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Revised 9/29/10

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Book	Administrative Guideline Manual
Section	Ready for Production January 2026
Title	Copy of NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	ag4122
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~4122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**~~

~~These administrative guidelines are established to assist in the proper implementation of Policy 4122 and Policy 4122.02. Policy 4122 states:~~

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

~~The following person has been designated to handle inquiries regarding the nondiscrimination policies of the District or to address any complaint of discrimination:~~

~~Name and/or Title: Director of Four Cities Educational Compact~~

~~Address: 524 Broad St. Wadsworth, OH 44281~~

~~Telephone No.: 330-336-3571~~

~~Notice of the Board's policy on nondiscrimination in employment practices shall be posted throughout the District, published in any District statement regarding the availability of employment, and in any staff handbooks.~~

~~**Sex-Based Discrimination**~~

~~Discrimination against a transgender individual because that person is transgender is discrimination based on sex and therefore a violation of Title VII. Specifically, discrimination against transgender individuals on the basis of sex stereotyping/gender nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior.~~

~~Additionally, employment actions based upon an individual's sexual orientation are suspect and potentially impermissible.~~

~~Administrators are required to investigate allegations of conduct involving the discrimination or harassment of an employee or applicant based upon his/her transgender identity or sexual orientation.~~

~~Any questions concerning whether alleged conduct might violate this prohibition should be promptly brought to the Superintendent's attention.~~

~~**Military Status**~~

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

~~Revised 9/10/08~~
~~Revised 4/19/10~~

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Book	Administrative Guideline Manual
Section	Ready for Production January 2026
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Code	ag4122B
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~4122B - **COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/ACCESS**~~

~~If a person believes that s/he has been discriminated against or denied equal opportunity or access to the District's programs, activities or services, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.~~

~~The following person is designated as the District's Civil Rights Coordinator:~~

~~Title: Director of Four Cities Educational Compact~~

~~School: Wadsworth City School District~~

~~Address: 524 Broad St. Wadsworth, OH 44281~~

~~Phone: 330-336-3571~~

~~The individual may also, at any time, contact the U.S. Department of Education, Office for Civil Rights, Cleveland Office, 600 Superior Avenue East, Suite 750, Cleveland, Ohio 44114-2611; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov.ocr.~~

~~**Internal Complaint Procedures**~~

~~A person who believes s/he has a valid basis for a complaint may discuss the matter informally and on an oral basis with the District's Civil Rights Coordinator, who will investigate the complaint and reply with an answer to the complainant. If the informal procedures do not resolve the matter to the complainant's satisfaction or s/he skips the informal process, s/he may initiate formal procedures according to the following steps:~~

~~**Step 1**~~

~~Investigation by the District Civil Rights Coordinator: A person may initiate a formal investigation by filing a written complaint (Form 4122 F1) with the District Civil Rights Coordinator. The complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, and describe the alleged discriminatory action in sufficient detail to inform the Civil Rights Coordinator of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Civil Rights Coordinator for good cause. The Civil Rights Coordinator will conduct an impartial investigation of the complaint. As part of the investigation, the Civil Rights Coordinator shall permit the complainant to present witnesses and other evidence in support of his/her complaint. The investigation shall be completed within fifteen (15) business days of the written complaint being filed. The Civil Rights Coordinator will notify the complainant in writing of his/her decision and will maintain the District's files and records relating to the complaint.~~

~~**Step 2**~~

Appeal to the Superintendent: If the complainant is not satisfied with the Civil Rights Coordinator's Step 1 decision, s/he may submit, in writing, a signed statement of appeal to the Superintendent within five (5) business days after receipt of the Coordinator's response. The Superintendent will review the case, may conduct an informal hearing, and will notify the complainant in writing of his/her decision within ten (10) business days of receiving the appeal.

Step 3

Appeal to the Board of Education: If the complainant remains unsatisfied, s/he may appeal through a signed written statement to the Board of Education within five (5) business days of his/her receipt of the Superintendent's response in Step 2. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

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

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

The Civil Right's Coordinator will provide a copy of the District's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.

PROHIBITION AGAINST RETALIATION

The Board will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal civil rights law, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided, or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Revised 9/29/10

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ALTERNATIVE TAX BUDGET INFORMATION

Name of School District: **Wadsworth City School District**

For the Fiscal Year Commencing July 1, 2026

Fiscal Officer Signature__[redacted] Date **January 8, 2026**

County Of Medina

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

Alternative Tax Budget Information Filing Deadline

The fiscal officer for each school district must file one copy of this document with the County Auditor on or before January 20, 2015. [Note: The traditional deadline for submission of the tax budget has been January 20. There is the potential for flexibility on this date as a result of HB 129 depending on the needs of the Budget Commission, but in order for them to be on track with the certificate of available resources, the date may need to be very close to January 20].

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

For the Fiscal Year Commencing July 1, 2026

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into seperate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example.

SCHEDULE 2

The general purpose of schedule 2 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;
"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, and homestead and rollback reimbursements.

SCHEDULE 3

The general purpose of schedule 3 is to produce an Official Certificate of Estimated Resources for funds that do not receive property tax revenue.

In column 3, total estimated receipts should include all revenues plus transfers in.

SCHEDULE 4

In column 6 you must take into consideration any carry over plus or minus cash balance estimated for the current year. This can happen because there are no sure things concerning tax payments and the valuation of personal property taxpayers.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
For the Fiscal Year Commencing July 1, 2023

Date January 8, 2026

Funds (General, Bond, Emergency)

SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII
Fund	Purpose	Authorized By Voters On year	Levy Type	Number Of Years Levy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized
General	Inside Millage	1976	Inside Millage	Continuing			5.10
General	Current Expense	1976		Continuing			29.20
General	Current Expense	1977		Continuing			4.50
General	Current Expense	1982		Continuing			4.90
General	Current Expense	1987		Continuing			6.90
General	Current Expense	1997		Continuing			6.90
General	Current Expense	2003		Continuing			5.90
General	Current Expense	2011		Continuing			4.90
General	Current Expense	2021		Continuing			6.70
							75.00
Bond	2008 Bond	2008	Bond	28	2008/2035	2009/2036	5.90
Bond	2021 Bond	2021	Bond	35	2021/2055	2022/2056	2.40
Total All Funds							**83.30**

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund , Bond Retirement Fund any other funds
For the Fiscal Year Commencing July 1, 2025

Date January 8, 2026

SCHEDULE 2

FUND: General

I	II	III	IV	V
DESCRIPTION	Fiscal Year 2024 ACTUAL	Fiscal Year 2025 ACTUAL	Fiscal Year 2026 ESTIMATE	Fiscal Year 2027 ESTIMATE
Beginning Unencumbered Fund Balance	$25,500,774.00	$21,076,280.00	$16,883,060.00	$12,815,775.00
Revenues:				
Property Taxes	$32,635,307.00	$33,851,874.00	$35,255,911.00	$35,990,944.00
Income Tax	$0.00	$0.00	$0.00	$0.00
Other Receipts	$25,815,253.00	$28,962,210.00	$28,413,334.00	$25,431,678.00
Transfers In	$0.00	$0.00	$0.00	$0.00
Total Resources	$58,450,560.00	$62,814,084.00	$63,669,245.00	$61,422,622.00
Total Expenditures & Encumbrances	$62,875,054.00	$67,007,304.00	$67,736,530.00	$70,055,926.00
Ending Unencumbered Fund Balance	$21,076,280.00	$16,883,060.00	$12,815,775.00	$4,182,471.00

FUND: Bond Retirement Series 2009, 2014, 2017(A), 2018, 2021, 2021(A), 2022(B)

I	II	III	IV	V
DESCRIPTION	Fiscal Year 2024 ACTUAL	Fiscal Year 2025 ACTUAL	Fiscal Year 2026 ESTIMATE	Fiscal Year 2027 ESTIMATE
Beginning Unencumbered Fund Balance	$9,032,059.55	$7,751,078.67	$8,162,413.24	$8,314,780.35
Revenues:				
Property Taxes	$5,688,137.77	$5,907,964.77	$6,009,428.87	$6,154,331.74
Income Tax	$0.00	$0.00	$0.00	$0.00
Other Receipts	$438,561.58	$385,936.21	$350,000.00	$350,000.00
Transfers In	$0.00	$0.00	$0.00	$0.00
Total Resources	$6,126,699.35	$6,293,900.98	$6,359,428.87	$6,504,331.74
Total Expenditures & Encumbrances	$7,407,680.23	$5,882,566.41	$6,207,061.76	$6,294,661.76
Ending Unencumbered Fund Balance	$7,751,078.67	$8,162,413.24	$8,314,780.35	$8,524,450.33

FUND: Bond Retirement Library

I	II	III	IV	V
DESCRIPTION	Fiscal Year 2024 ACTUAL	Fiscal Year 2025 ACTUAL	Fiscal Year 2026 ESTIMATE	Fiscal Year 2027 ESTIMATE
Beginning Unencumbered Fund Balance	$114,069.79	$114,069.79	$114,069.79	$114,069.79
Revenues:				
Property Taxes	$0.00	$0.00	$0.00	$0.00
Income Tax	$0.00	$0.00	$0.00	$0.00
Other Receipts	$0.00	$0.00	$0.00	$0.00
Transfers In	$0.00	$0.00	$0.00	$0.00
Total Resources	$0.00	$0.00	$0.00	$0.00
Total Expenditures & Encumbrances	$0.00	$0.00	$0.00	$0.00
Ending Unencumbered Fund Balance	$114,069.79	$114,069.79	$114,069.79	$114,069.79

STATEMENT OF FUND ACTIVITY

Funds with Revenue Other Than Local Taxes

For the Fiscal Year Commencing July 1, 2026 (FY 2027)

SCHEDULE 3 Date January 8, 2026

I	II	III	IV	V	VI
Fund BY Type	Beginning Estimated Unencumbered Fund Balance	Total Estimated Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures & Encumbrances	Ending Estimated Unencumbered Balance
Special Revenue Funds	$3,607,000.00	$3,630,125.00	$7,237,125.00	$4,133,620.00	$3,103,505.00
Capital Project Funds	$8,315,000.00	$3,061,160.00	$11,376,160.00	$4,140,000.00	$7,236,160.00
Enterprise Funds	$2,611,000.00	$2,900,000.00	$5,511,000.00	$2,397,000.00	$3,114,000.00
Internal Service Funds	$130,000.00	$864,000.00	$994,000.00	$885,000.00	$109,000.00
Expendable Trust Funds	$9,000.00	$5,000.00	$14,000.00	$5,000.00	$9,000.00
Agency Funds	$100,000.00	$140,000.00	$240,000.00	$138,000.00	$102,000.00
Note: Additional detail may be required by your County Auditor. Consider reports such as financial summaries, revenue summaries, and expenditure summaries as attachments to the tax budget document. Such reports could be computer generated from your accounting database and will provide individual fund activity (both actual and projected).					
	$14,772,000.00	$10,600,285.00	$25,372,285.00	$11,698,620.00	$13,673,665.00

Detail of Statement of Fund Activity

For the Fiscal Year Commencing July 1, 2026 (FY 2027)

Schedule 3 - Detail

Date January 8, 2026

Fund No.	Fund Name	Beginning Est. Unencumbered Balance	Total Estimated Receipts	Total Resources Available for Expenditures	Total Estimated Expenditures & Encumbrances	Estimated Ending Unencumbered Balance
001	**General Fund**	**$12,815,775.00**	**$61,422,622.00**	**$74,238,397.00**	**$70,055,926.00**	**$4,182,471.00**
	Special Revenue Funds:					
018	Principal's Fund	$90,000.00	$125,000.00	$215,000.00	$125,000.00	$90,000.00
019	Other Local Grants	$139,000.00	$190,000.00	$329,000.00	$300,000.00	$29,000.00
029	Scholarship's Fund	$350,000.00	$15,000.00	$365,000.00	$35,000.00	$330,000.00
034	Classroom Facilities	$2,678,000.00	$356,505.00	$3,034,505.00	$750,000.00	$2,284,505.00
300	District Activities	$225,000.00	$550,000.00	$775,000.00	$530,000.00	$245,000.00
401	Auxiliary Services	$15,000.00	$300,000.00	$315,000.00	$300,000.00	$15,000.00
432	EMIS	$0.00	$8,920.00	$8,920.00	$8,920.00	$0.00
440	Entry Year Mentor Program	$0.00	$0.00	$0.00	$0.00	$0.00
451	One Net	$0.00	$9,000.00	$9,000.00	$9,000.00	$0.00
467	Student Wellness & Success Funds	$0.00	$0.00	$0.00	$0.00	$0.00
499	Misc. State Grants	$25,000.00	$40,000.00	$65,000.00	$40,000.00	$25,000.00
507	ESSSER Grant	$0.00	$0.00	$0.00	$0.00	$0.00
510	CARES ACT Grant	$0.00	$0.00	$0.00	$0.00	$0.00
516	IDEA-B	$50,000.00	$1,100,000.00	$1,150,000.00	$1,100,000.00	$50,000.00
524	Carl Perkins	$7,000.00	$199,700.00	$206,700.00	$199,700.00	$7,000.00
572	Title I	$25,000.00	$452,000.00	$477,000.00	$452,000.00	$25,000.00
584	Title IV-A	$0.00	$135,000.00	$135,000.00	$135,000.00	$0.00
587	Early Childhood Special Education -IDEA	$0.00	$27,000.00	$27,000.00	$27,000.00	$0.00
590	Improving Teacher Quality	$3,000.00	$122,000.00	$125,000.00	$122,000.00	$3,000.00
599	Misc. Federal Grants	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Special Revenue	**$3,607,000.00**	**$3,630,125.00**	**$7,237,125.00**	**$4,133,620.00**	**$3,103,505.00**
002	**Debt Service Fund**	**8,428,850.14**	**6,504,331.74**	**14,933,181.88**	**6,294,661.76**	**8,638,520.12**
	Capital Projects Funds					
003	Permanent Improvement	$315,000.00	$61,160.00	$376,160.00	$40,000.00	$336,160.00
004	Building Fund	$4,000,000.00	$0.00	$4,000,000.00	$2,000,000.00	$2,000,000.00
010	Classroom Facilities (OFCC)	$0.00	$0.00	$0.00	$0.00	$0.00
071	County Sales Tax	$4,000,000.00	$3,000,000.00	$7,000,000.00	$2,100,000.00	$4,900,000.00
	Total Capital Projects	**$8,315,000.00**	**$3,061,160.00**	**$11,376,160.00**	**$4,140,000.00**	**$7,236,160.00**

Fund No.	Fund Name	Beginning Est. Unencumbered Balance	Total Estimated Receipts	Total Resources Available for Expenditures	Total Estimated Expenditures & Encumbrances	Estimated Ending Unencumbered Balance
	Enterprise Funds					
006	Food Service	$2,500,000.00	$1,585,000.00	$4,085,000.00	$1,585,000.00	$2,500,000.00
009	Uniform School Supplies	$30,000.00	$560,000.00	$590,000.00	$56,000.00	$534,000.00
011	Customer Service Fund	$60,000.00	$400,000.00	$460,000.00	$400,000.00	$60,000.00
013	Recreation Community Center	$20,000.00	$60,000.00	$80,000.00	$60,000.00	$20,000.00
020	Special Enterprise	$1,000.00	$295,000.00	$296,000.00	$296,000.00	$0.00
	Total Enterprise Funds	**$2,611,000.00**	**$2,900,000.00**	**$5,511,000.00**	**$2,397,000.00**	**$3,114,000.00**
	Internal Service Funds					
014	Special Rotary	$80,000.00	$491,000.00	$571,000.00	$485,000.00	$86,000.00
024	Self Insurance Fund	$50,000.00	$373,000.00	$423,000.00	$400,000.00	$23,000.00
	Total Internal Service	**$130,000.00**	**$864,000.00**	**$994,000.00**	**$885,000.00**	**$109,000.00**
	Fiduciary Funds					
007	Special Trust	$9,000.00	$5,000.00	$14,000.00	$5,000.00	$9,000.00
017	School District Library Construction Fund	$0.00	$0.00	$0.00	$0.00	$0.00
022	Other Agency Funds (L&J Fund)	$50,000.00	$20,000.00	$70,000.00	$18,000.00	$52,000.00
200	Student Managed Activities	$50,000.00	$120,000.00	$170,000.00	$120,000.00	$50,000.00
	Total Fiduciary Funds	**$109,000.00**	**$145,000.00**	**$254,000.00**	**$143,000.00**	**$111,000.00**

Fund No.	Fund Name Summary by Fund Type	Beginning Est. Unencumbered Balance	Total Estimated Receipts	Total Resources Available for Expenditures	Total Estimated Expenditures & Encumbrances	Estimated Ending Unencumbered Balance
	General Fund	**$12,815,775.00**	**$61,422,622.00**	**$74,238,397.00**	**$70,055,926.00**	**$4,182,471.00**
	Special Revenue	**$3,607,000.00**	**$3,630,125.00**	**$7,237,125.00**	**$4,133,620.00**	**$3,103,505.00**
	Debt Service	**$8,428,850.14**	**$6,504,331.74**	**$14,933,181.88**	**$6,294,661.76**	**$8,638,520.12**
	Capital Projects	**$8,315,000.00**	**$3,061,160.00**	**$11,376,160.00**	**$4,140,000.00**	**$7,236,160.00**
	Enterprise Funds	**$2,611,000.00**	**$2,900,000.00**	**$5,511,000.00**	**$2,397,000.00**	**$3,114,000.00**
	Internal Service Funds	**$130,000.00**	**$864,000.00**	**$994,000.00**	**$885,000.00**	**$109,000.00**
	Fiduciary Funds	**$109,000.00**	**$145,000.00**	**$254,000.00**	**$143,000.00**	**$111,000.00**
	Total All Funds	**$36,016,625.14**	**$78,527,238.74**	**$114,543,863.88**	**$88,049,207.76**	**$26,494,656.12**

VOTED and UNVOTED DEBT OUTSIDE 10 MILL LIMIT

For the Fiscal Year Commencing July 1, 2026 (FY 2027)

SCHEDULE 4 Date January 8, 2026

I	II	IV	V	VI
Purpose Of Notes Or Bonds	Authorized By Voters On MM/YY	Date Of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Year	Amount Required To Meet Budget Year Principal & Interest Payments
School Improvement Bonds **(Library**)	By Vote 11/00	6/20/2016	2022	$0.00	$0.00
School Improvement Bonds (**1997**)	By Vote 11/97	11/2016 & 7/2017	2022	$0.00	$0.00
Qualified School Construction Bonds	Unvoted	12/28/2009	2025	$0.00	$0.00
School Imp. Build America Bonds (Series 2009B)	By Vote 11/08	9/9/2009	2037	$0.00	$0.00
School Improvement. Bonds (series 2010)	By Vote 11/08	9/15/2010	2020	$0.00	$0.00
School Improvement Bonds (series 2014)	By Vote 11/08	6/5/2014	2033	$9,695,000.00	$1,726,681.26
School Improvement Bonds (series 2017A)	By Vote 11/08	7/5/2017	2037	$5,665,000.00	$561,000.00
School Improvement Bonds (series 2018)	By Vote 11/08	9/11/2018	2030	$5,400,000.00	$1,147,000.00
School Improvement Bonds (series 2022B)	By Vote 11/08	12/16/2021	2037	$19,874,128.85	$770,644.50
Total 2008 Bond Levy	By Vote 11/08			$20,760,000.00	$3,434,681.26
School Improvement Bonds (series 2021 & 2022A)	By Vote 11/21	12/16/21	2056	$37,745,000.00	$2,003,300.00
Certificates Of Participation	Unvoted	11/9/2023	2035	$8,660,000.00	$1,105,750.00

TAX ANTICIPATION NOTES

SCHEDULE 5 Date January 8, 2026

For the Fiscal Year Commencing July 1, 2026 (FY 2027)

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation Note Issue	Name Of Tax Anticipation Note Issue
Amount Required To Meet Budget Year Principal & Interest Payments:	N/A	N/A
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Name Of The Special Debt Service Fund		

February Real		
August Real		
June Tangible		
October Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		