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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, MARCH 9, 2026, 7:00 P.M.
JAMES R. MCILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Student/Staff Recognition

A. March Students of the Month

Student	Grade	School
Harrison Schrock	04	Franklin Elementary School
Jessa Steele	04	Isham Elementary School
*Casey Barker	04	Lincoln Elementary School
Lillian Kerscher	04	Overlook Elementary School
Eliana Eiseman	04	Valley View Elementary School
Hailey Svenson	06	Wadsworth Intermediate School
Jakeob Jaskolka	08	Wadsworth Middle School
Luke Oliver	12	WHS Career-Technical
Emily Gerber	12	Wadsworth High School

*Riley Karam, Lincoln Elementary School's February Student of the Month will also be recognized.

VI. Administrative Discussion Items, Presentations, and Updates

A. Presentation: English/Language Arts Textbook Adoption by Eric Jackson, Director of Instruction and Professional Development and Members of the Textbook Adoption Committee

B. Schedule a Board of Education Special Meeting(s) for the Purpose of Reviewing Progress Made Toward the Board's 2025-2026 School Year Goals and School Building Tours

C. Franklin Elementary School STEM Redesignation

VII. Public Participation

VIII. 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) Supplemental Contracts

(1) Lucas Daull, Boys Asst. Lacrosse Coach (volunteer), eff. 2/27/2026
(2) Lindsay Frame, WMS Boys Asst. Track Coach
(3) William Gearhart, Varsity Asst. Baseball Coach, eff. 2/24/2026
(4) Mike Horvat, Contractor Coordination for Carpentry House
(5) Kyle Snyder, Varsity Asst. Boys Track Coach, eff. 2/24/2026

b) Formal Dance Monitors

(1) Lisa Gale
(2) Carrie Moore
(3) Tina Vukovic
(4) Nicole Winkler

c) Volunteers

(1) Nicole Bart
(2) Jessica Beck
(3) Trisha Cerveny
(4) Michael Conner
(5) Heidi Fetzer
(6) Rachel Grimm
(7) Joshua Gruelle
(8) Joshua Hamblen
(9) Ashley Hanson
(10) Jacob Harris
(11) Jill Jones
(12) Stacy Kipfer
(13) Christopher Klopfenstein
(14) Julie Linder

(15) Kate Lyren-Sondles
(16) Nick May
(17) Eavan Prebynski
(18) Sarah Prince
(19) Carly Raff
(20) Larry Rausch
(21) Brittany Rose
(22) Tiffany Rybak
(23) Mike Simmons
(24) Amanda Smith
(25) Emily Smith
(26) Toni Smith

2. Recommendation to grant unpaid leave to Elyssa Hilton for up to two (2) years, effective January 23, 2026

B. Action Consent Items

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

    a) 2431.06, Name, Image, and Likeness (NIL) in Athletics (new)
    b) 3440, Job-Related Expenses (revised)
    c) 4440, Job-Related Expenses (revised)
    d) 5112, Entrance Requirements (revised)
    e) 6220, Budget Preparation (revised)
    f) 6320, Purchasing and Bidding (revised)
    g) 6325, Procurement - Federal Grants/Funds (revised)
    h) 6423, Use of Credit Cards (revised)
    i) 6424, Procurement Cards (revised)
    j) 6425, Use of District Tax Exempt Certificate (new)
    k) 6460, Vendor Relations (revised)
    l) 6465, Affinity, Rewards, or Other Discount Programs (new)

2. Recommendation to approve the Four Cities Compact Career-Technical Cooperative Agreement for the period of July 1, 2025 through June 30, 2030

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

    a) Grizzly Academy Preparation Time
    b) Employment of a Previously Retired Employee
    c) Kindergarten Work Year
    d) Esports

4. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education:

a) Transportation
b) Stacking Jobs for Eligibility for Group Insurance

5. Recommendation to approve the Tentative Agreement regarding the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education, for the period of July 1, 2026 through June 30, 2027

6. Recommendation to approve the SchoolStatus Master Services Agreement, effective November 5, 2025

7. Recommendation to approve the HMH Standard PreK-12 Terms of Purchase and First Amendment to the Terms of Purchase

8. Recommendation to approve the Independent Contractor Agreement for Non-STRS/SERS Covered Services between Global Minds LLC and the Wadsworth City School District Board of Education for the period of January 12, 2026 through June 30, 2026

9. Recommendation to approve the Boiler Maintenance Agreement between S.A. Comunale and the Wadsworth City School District Board of Education for the 2025-2026 school year

10. Recommendation to approve the following overnight trip:

    a) Wadsworth High School marching band to Orlando, Florida January 13-18, 2027

11. Recommendation to approve the Memorandum of Understanding for Wadsworth City Schools Partnership for Clinical and Field Experience Placement between Baldwin Wallace University Department of Education and the Wadsworth City School District Board of Education for 2026-2027 school year

12. Recommendation to approve the Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 O.R.C. between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education

13. Recommendation to approve the Certificates of Substantial Completion for Wadsworth Intermediate School (2)

14. Recommendation to allow William Wagner, senior at Wadsworth High School, to remain in the Wadsworth City School District through the 2025-2026 school year, per Ohio Revised Code 3313.64(F)(10)

15. Recommendation to accept the following donations:

    a) $1,800 from the WHS Class of 1964
    b) $2,000 Amgen grant from Mike Ross

16. Recommendation to approve the Tentative Agreement regarding the *Collective Bargaining Agreement* between the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) and the Wadsworth City School District Board of Education, for the period of July 1, 2026 through June 30, 2027

17. Recommendation to approve the High School Soccer Officials Assignment Agreement for the 2026-2027 School Year between Law Five Assigning, LLC and the Wadsworth City School District Board of Education

IX. Items of the Treasurer

A. Action Consent Items

1. Recommendation to accept the February 2026 financial reports as presented and subject to audit

X. Legislative Update

XI. Board Member Items

A. Ratification of Resignations

1. James Atakan, eff. 3/15/2026
2. Bruce Mandate, retirement, eff. 2/17/2026
3. Jeff Shenker, Bus Ramp Duty, eff. 2/23/2026
4. Carlos Simarro, eff. 2/19/2026

XII. Executive Session

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

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

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

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

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

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

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

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

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

XIII. 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.

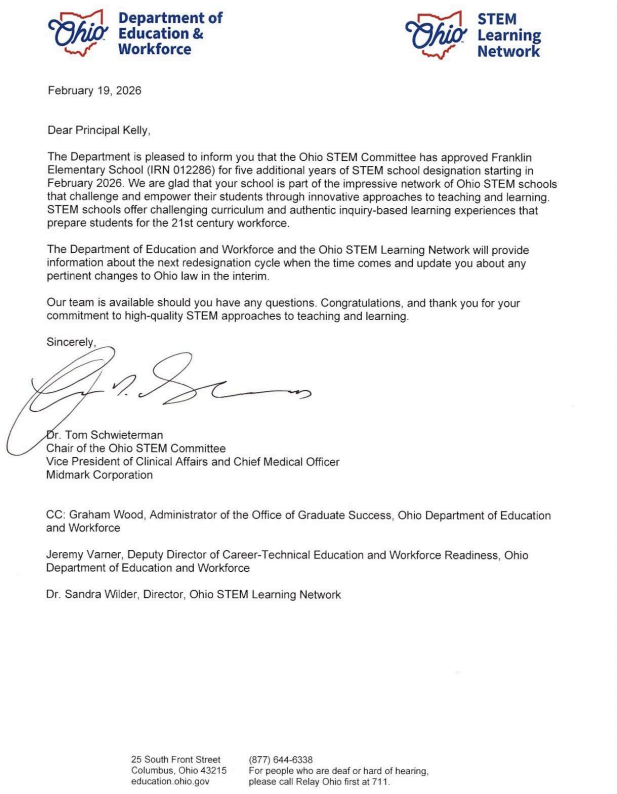
Upon request to the Superintendent, the District shall make reasonable accommodation for a person with a disability to be able to participate in this activity.

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
March 9, 2026

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

C. Franklin Elementary School STEM Redesignation: Congratulations to the students and staff at Franklin Elementary School on their recent redesignation as a STEM school by the Ohio STEM Committee! There is a tremendous amount of work, in addition to the daily instructional practices, that goes into maintaining the STEM designation.



Department of Education & Workforce

STEM Learning Network

February 19, 2026

Dear Principal Kelly,

The Department is pleased to inform you that the Ohio STEM Committee has approved Franklin Elementary School (IRN 012286) for five additional years of STEM school designation starting in February 2026. We are glad that your school is part of the impressive network of Ohio STEM schools that challenge and empower their students through innovative approaches to teaching and learning. STEM schools offer challenging curriculum and authentic inquiry-based learning experiences that prepare students for the 21st century workforce.

The Department of Education and Workforce and the Ohio STEM Learning Network will provide information about the next redesignation cycle when the time comes and update you about any pertinent changes to Ohio law in the interim.

Our team is available should you have any questions. Congratulations, and thank you for your commitment to high-quality STEM approaches to teaching and learning.

Sincerely,

Dr. Tom Schwieterman
Chair of the Ohio STEM Committee
Vice President of Clinical Affairs and Chief Medical Officer
Midmark Corporation

CC: Graham Wood, Administrator of the Office of Graduate Success, Ohio Department of Education and Workforce

Jeremy Varner, Deputy Director of Career-Technical Education and Workforce Readiness, Ohio Department of Education and Workforce

Dr. Sandra Wilder, Director, Ohio STEM Learning Network

25 South Front Street
Columbus, Ohio 43215
education.ohio.gov

(877) 644-6338
For people who are deaf or hard of hearing, please call Relay Ohio first at 711.



VIII. Administrative Items

B. Action Consent Items

1. **Board of Education Policy Revisions:** The Board of Education policies being recommended for bypass of first reading and adoption are necessary due to changes in the Ohio Revised Code, recent Ohio Ethics Advisory Opinions, or other best practices.

2. **Four Cities Compact Career-Technical Cooperative Agreement:** The Four Cities Compact Career-Technical Cooperative Agreement for the period of July 1, 2025 through June 30, 2030 being recommended for approval details the arrangement of our Compact for career-technical education. A revision to this document is typically completed every five (5) years. The review and revision process was recently completed by the superintendents of each school district and the legal counsel for the Compact.

3. **Wadsworth Education Association (WEA) Memorandums of Understanding (MOU):** The MOUs between the WEA and Wadsworth City School District Board of Education being recommended for approval are necessary for the following reasons:

    a) Grizzly Academy Preparation Time: This MOU will extend the most recent version of the MOU, which was approved by you on June 30, 2025, through the 2026-2027 school year. The MOU will allow teacher preparation time to fall outside of the student day but inside of the teacher workday if needed. The first MOU on this topic was approved in 2023.

    b) Employment of a Previously Retired Employee (Retire/Rehire): This MOU will extend the original retire/rehire MOU, approved by you on February 10, 2025, through August 16, 2027, and details how the retire/rehire process works for a WEA member if the Board chooses to offer such employment.

    c) Kindergarten Work Year: This MOU details the seven (7) workdays for kindergarten teachers (excluding kindergarten teachers at Grizzly Academy) for the 2026-2027 work year. A similar MOU has been approved on multiple occasions, most recently on June 30, 2025.

    d) Esports: This MOU details the number of supplemental contracts at each level (middle and high schools). A similar MOU was approved in October of 2024.

4. **Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) Memorandums of Understanding:** The MOUs between WESPA and the Wadsworth City School District Board of Education being recommended for approval are necessary for the following reasons:

    a) Transportation: This MOU establishes that employee use of paid leave within our Transportation Department is taken in quarter-hour increments, consistent with the practice for all other employees in our school district. In addition, the MOU provides a process for an employee in the Transportation Department to leave early without pay or use of paid leave after their route and other responsibilities are completed, with the approval of the Transportation Supervisor.

b) Stacking Jobs for Eligibility for Group Insurance: This memorandum of understanding (MOU) extends from July 1, 2026 through June 30, 2027, the length of the rolled-over *Collective Bargaining Agreement*, a change that our Board initially approved through a MOU on March 31, 2022 and that was set to expire on July 1, 2026.

The MOU allows for hours worked in an additional job outside of the member's current job classification to count toward calculating the one thousand two hundred fifty (1,250) hours required to be a full-time employee, thus making members in this situation eligible for the Group Insurance detailed in Article VII. The current economic environment is making it difficult to not only find new classified employees but to keep those we currently have. We believe that the MOU being recommended for approval will continue to help us address our shortage of support staff personnel in the following ways:

(1) To retain employees by investing in them;
(2) To attract current, part-time employees to add an additional job; and
(3) To attract new employees.

5. **Tentative Agreement Regarding the *Negotiated Agreement* with the Wadsworth Education Association:** The Tentative Agreement regarding the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education, for the period of July 1, 2026 through June 30, 2027 being recommended for approval includes the following provisions:

- A one (1)-year rollover of the collective bargaining agreement ("Negotiated Agreement"). All language, terms, and conditions remain the same;
- The addition of a high-deductible health plan option for health insurance;
- A one (1)-year extension of all pertinent memorandums of understanding;
- The base salary remains at the amounts listed in the Agreement for the 2025-2026 school year;
- Step increases are given in the 2026-2027 school year in accordance with the Agreement; and
- The parties will return to the bargaining table in the spring of 2027.

6. **SchoolStatus Agreement:** The SchoolStatus Master Services Agreement, effective November 5, 2025, being recommended for approval will allow our school district to continue to use Smore for newsletters.

7. **HMH Standard PreK-12 Terms of Purchase and First Amendment to the Terms of Purchase:** The HMH Standard PreK-12 Terms of Purchase and First Amendment to the Terms of Purchase being recommended for approval will allow our school district to purchase NWEA products through HMH.

8. **Global Minds LLC Agreement:** The Independent Contractor Agreement for Non-STRS/SERS Covered Services between Global Minds LLC and the Wadsworth City School District Board of Education for the period of January 12, 2026 through June 30, 2026 being recommended for approval will allow Global Minds LLC to provide expert bilingual psychoeducational evaluation that prioritizes understanding and addressing the unique needs of students. The assessment process typically includes interviews, observations and formal testing. The evaluator will work directly with the ETR team to ensure appropriate assessments are completed. The evaluator will work with the evaluation team to ensure final testing results are clear and able to support an IEP, if the student qualifies.

9. **S.A. Comunale Agreement:** The Boiler Maintenance Agreement between S.A. Comunale and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval will allow S.A. Comunale to provide maintenance on the said boilers annually.

11. **Baldwin Wallace University Memorandum of Understanding:** The Memorandum of Understanding for Wadsworth City Schools Partnership for Clinical and Field Experience Placement between Baldwin Wallace University Department of Education and the Wadsworth City School District Board of Education for 2026-2027 school year being recommended for approval will allow students at Baldwin Wallace University to be placed into our school district for field experience and student teaching.

12. **Certificates of Substantial Completion:** The Certificates of Substantial Completion for Wadsworth Intermediate School (2) being recommended for approval define the substantial completion date for different areas of the Wadsworth Intermediate School building project.

16. **Tentative Agreement Regarding the *Collective Bargaining Agreement* with the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA):** The Tentative Agreement regarding the *Collective Bargaining Agreement* between the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) and the Wadsworth City School District Board of Education, for the period of July 1, 2026 through June 30, 2027, being recommended for approval includes the following provisions:

    - A one (1)-year rollover of the collective bargaining agreement. All language, terms, and conditions remain the same;
    - The addition of a high-deductible health plan option for health insurance;
    - A one (1)-year extension of all pertinent memorandums of understanding;
    - The base salary remains at the amounts listed in the Agreement for the 2025-2026 school year;
    - Step increases are given in the 2026-2027 school year in accordance with the Agreement; and
    - The parties will return to the bargaining table in the spring of 2027.

17. **Law Five Assigning, LLC Agreement:** The High School Soccer Officials Assignment Agreement for the 2026-2027 School Year between Law Five Assigning, LLC and the Wadsworth City School District Board of Education being recommended for approval details the process and cost for assigning soccer officials to our high school soccer games during the 2026-2027 school year.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting Date: February 17, 2026

The Wadsworth City Board of Education met in Special Session on Tuesday, February 17, 2026, at **5:15** P.M. at Wadsworth High School Main Office Conference Room, 625 Broad Street.

ROLL CALL

Present	Gordon, Beck, Fisher, Batey
Absent	Stevens
Administrators	**4**
Staff	**1**
Visitors	**2**

PLEDGE OF ALLEGIANCE

26-02-37 APPROVAL OF BOARD MINUTES

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

Regular Meeting February 9, 2026

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

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

26-02-38 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Fisher**, to adopt the Personnel Consent Items from the February 17, 2026, 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 prior to the start of the 2025-26 school year, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meet all other pre-employment requirements of the Board.)

a) Supplemental Contracts

Nicholas Common	Freshman Baseball Coach
Greg Pickard	Varsity Baseball Coach

Jeff Shenker	Varsity Asst. Baseball Coach (Vol.)
Ernie Shore	Varsity Asst. Baseball Coach (Vol.)
Steve Webb	Reserve Baseball Coach

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

26-02-39 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Gordon**, to adopt the Action Consent Items from the February 17, 2026, Special Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept a $665 donation from Joanna Perrino.

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

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

BOARD MEMBER ITEMS

26-02-40 The motion was made by **Fisher**, seconded by **Gordon**, to adopt the Board Member Items Ratification of Resignations from the February 9, 2026, Regular Meeting, as presented:

A. **RATIFICATION OF RESIGNATIONS**

1.	Rich Berlin	Associate Principal	(retire 08/01/26)
2.	Brian Morrison	Certified Employee	(retire 06/01/26)

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

EXECUTIVE SESSION

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

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

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

B. To consider the purchase of property for 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 are required to be kept confidential by Federal law, rules, or State statutes.

F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or 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 D as listed above.

EXECUTIVE SESSION

26-02-41 The motion was made by **Gordon,** seconded by **Batey**, to enter Executive Session at **5:24** p.m.

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

EXECUTIVE SESSION recessed at **6:34** p.m.

ADJOURNMENT

26-02-42 The motion was made by **Fisher**, seconded by **Beck**, to adjourn at **6:34** p.m.

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

(Signed)_____
Tim Beck, President

(Attested)_____
Douglas D. Beeman, Treasurer

Book	Policy Manual
Section	Vol. 44, No. 2 - January 2026 OH
Title	Vol. 44, No. 2 - January 2026 OVERVIEW
Code	01 - OVERVIEW
Status	From Neola

OHIO LOCAL UPDATE OVERVIEW AND COMMENTS

VOLUME 44 NUMBER 2

JANUARY 2026

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).

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

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

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

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

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

As the Update "season" gets underway, Neola offers some suggestions for accessing the comprehensive policy services through your Neola Associate. While "in-person" consultation sessions are the preferred method for Neola Update "visits", the means by which you and your Neola associate accomplish this review should be mutually determined based on availability and level of comfort with the consultation process. Overall, health and safety are the primary concerns. Your Neola associate will be in contact with you soon to discuss these options with you and to schedule an appointment to review this update and ensure you are current on this and previous updates. Please consider the following options:

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

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

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

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

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

Processing Update Materials

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

District-Specific Material

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

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

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

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

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

Notice Regarding Legal Accuracy

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

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

Overdose Reversal Drugs: Model Policy

The Ohio Department of Education & Workforce (DEW) has issued a model policy regarding Overdose Reversal Drugs (NARCAN). Neola most recently issued Policy/AG 5330.05 - Procurement and Use of Naloxone (Narcan) in Emergency Situations (used to be po5330.04) in August 2-23 in the Volume 42, Number 1 Update. That template meets the requirements of law and is consistent with the provisions of H.B. 114 (effective January 16, 2026). This policy/AG are only required if the district chooses to maintain a supply of overdose reversal drugs (NARCAN) and administer them as needed. The templates are available upon request.

Reminders

- Ohio's minimum wage increased to $11.00 per hour, effective January 1, 2026, for non-tipped employees. For "employees" under the age of sixteen (16), the state minimum wage matches the Federal minimum wage of $7.25 per hour. This rate is adjusted annually based on the U.S. Consumer Price Index.

- The Internal Revenue Service ("IRS") issued Notice 2025-128 (December 29, 2025) which provides the 2026 mileage rate at seventy-two and 1/2 cents ($0.725) per mile for business travel.

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

    - The Equal Employment Opportunity Commission ("EEOC")

    - The Employee Polygraph Protection Act ("EPPA")

    - Employee Rights under the Fair Labor Standards Act ("FLSA"/"Minimum Wage")

    - Employee Rights and Responsibilities under the Family and Medical Leave Act ("FMLA")

    - Uniformed Services Employment and Reemployment Rights Act ("USERRA")

    - Job Safety and Health: It's the Law (Occupational Safety and Health Act/"OSHA")

    - Whistleblower Protections

In addition, certain organizations may be required to display posters that can only be obtained from DOL's Office of Workers' Compensation Programs ("OWCP"). More information on these posters is available. Links to all Federal employment posters are always available on the Poster Page as are answers to frequently asked questions.

Note that school districts with Federal or Federally-assisted contracts or subcontracts may have additional requirements.

Legal Alerts

Included with this update are six (6) legal alerts. These include:

03 - Executive Order 14370 - Increasing Medical Marijuana and Cannabidiol Research and Ohio Marijuana Developments

04 - Sixth Circuit en banc decision in Parents Defending Education v. Olentangy Local School District Bd. of Educ., et al. (Case: 23-3630) (No change since original release in November 2025)

05 - Vaccination Requirements for Students

BYLAWS AND POLICIES

Policy 2431.06 - Name, Image, and Likeness (NIL) in Athletics (NEW)

The Ohio High School Athletic Association passed an emergency referendum bylaw in November 2025, allowing high school athletes to be paid for their Name, Image, and Likeness (NIL). This change was triggered by a case that was filed against OHSAA challenging their prior ban on NIL. This new policy is consistent with Bylaw 4.11.

This new policy should be considered for adoption.

Policy 3440/4440 - Job-Related Expenses (Revised)
Policy 6423 - Use of District Credit Card (Revised)
Policy 6424 Procurement Cards (Revised)
Policy 6460 - Vendor Relations (Revised)
Policy 6465 - Affinity, Rewards, or Other Discount Programs (NEW)

These policies have been revised/drafted to address recent Auditor of State (AOS) Bulletin 2025-012 in response to the Ohio Ethics Commission Advisory Opinion 2025-02 (Frequent Flyer Miles, Other Rewards or Discount Programs). This opinion overruled previously-issued opinions, Advisory Opinion 91-010 and Informal Advisory Opinion 2003-INF -0224-I. The opinion revised restrictions on public officials and employees personally using rewards earned during official business, provided such rewards are earned the same manner as the general public, the rewards do not impose additional costs on the public office, and the airline, hotel, vendor, etc., are not selected in order to earn the reward points for themselves. The opinion calls for the District to adopt a policy regarding personal use of these rewards. The policy can be more restrictive than Ohio Ethics law.

Revisions to these policies and the new policy should be considered for adoption.

Policy 5112 - Entrance Requirements (Revised)

This policy has been revised in response to the provisions of H.B. 114. The bill requires public schools to admit to kindergarten any child who will be five (5) years old by the first day of instruction of the school year of admittance. It is suggested that districts designate the first day of kindergarten instruction as the qualifying date for admittance. The law also declares that a child must be six (6) by September 30th for enrollment in first grade.

This policy revision should be adopted in order to comply with current law.

Policy 5223 - Release Time for Religious Instruction (Revised)

This policy has been revised to reflect the provisions of H.B. 57, which permits a District to set higher maximum time limits on student attendance in released time for religious instruction over the time parameters previously established by H.B. 96. This language is permissive, thus no change to the policy is required unless the District chooses to allow more time for students participating in this program.

Policy 5421 - Grading (Revised)
Policy 5430 - Class Rank (Revised)

These policies have been revised to reflect the provisions of the Governor's Merit Scholarship (GMA) and the Ohio Guaranteed Admission (OGA) programs. Additionally, the requirements of H.B. 96 regarding "advanced standing programs", including Career/Tech, College Credit Plus, and Advanced Placement courses, have been addressed.

Careful consideration should be given to policy provisions and implementation of the weighting of grades if the district chooses to do so. Districts have discretion in determining whether and how to weight courses, determine class rank, the status of valedictorian, etc.

Policy 6220 - Budget Preparation (Revised)

This policy has been revised to delete reference to "five (5) year forecast" and to provide more detailed options regarding "cash balance reserve." Cash balance reserves have received a lot of attention in recent years. The legislature attempted to place a limit on reserves through the last biennium budget bill, although efforts ultimately failed. It is recommended that districts consider adoption of a policy to support their current practice.

Revisions to this policy should be considered for adoption.

Policy 6320 - Purchasing and Bidding (Revised)

This policy has been revised to reflect the expansion in O.R.C. 3313.46 to trigger the bidding process when the board "determines to build, repair, enlarge, improve, or demolish any building or other property, the cost of which will exceed" the threshold amount specified in O.R.C. 9.17. The language was changed in HB 96 to expand bidding requirements to real property improvements on school grounds, rather than those that occur to school buildings. The drafting note was revised to reflect the specific threshold amount for 2025.

This revised policy should be adopted to maintain accurate policies.

Policy 6325 - Procurement - Federal Grants/Funds (Revised)

This policy is revised to reflect revised threshold amounts for micro-purchases (not to exceed $15,000), small purchases (not to exceed $350,000), and price analysis requirement threshold ($350,000 effective October 1, 2025).

Revisions to this policy should be adopted in order to be consistent with Federal regulations.

Policy 6425 - Use of District Tax Exempt Certificate (NEW)

This new policy is offered in response to Auditor of State (AOS) Bulletin 2025-013 regarding reimbursement of Sales Tax by the District. This policy, if selected, allows for reimbursement of officials/employees who have made lawful expenditures on behalf of the District using their own personal credit card or funds. The policy imposes appropriate controls and limits access to the District's tax-exempt certificate.

This policy should be considered for adoption if the District chooses to allow for limited reimbursement of sales tax payments.

Policy 7540.09 - Artificial Intelligence (AI) (Replacement)

This replacement policy includes the language from the Ohio Department of Education and Workforce Model Policy, a requirement of H.B. 96. The act requires the Department to develop a model policy on the use of artificial intelligence in schools by December 31, 2025, addressing appropriate use of artificial intelligence by students and staff for educational purposes.

By July 1, 2026, each school district, community school, and STEM school must adopt an artificial intelligence policy. Districts and schools may choose to adopt the model policy created by the Department.

Related policies (Policy 5500 - Student Code of Conduct, Policy 7540.03 Student Acceptable Use, and Policy 7540.04 Staff Acceptable Use) have been reviewed for compliance and consistency and do not appear to need any further revision at this time.

This template includes the provisions of the Department's model policy and provides optional language for districts to consider.

ADMINISTRATIVE GUIDELINES

AG 5112 - Admission to Kindergarten (Revised)

See note on Policy 5112.

AG 5430 - Class Rank (Revised)

See note on Policy 5430.

AG 8650 - Transportation by Alternative Vehicles (Revised)

This AG has been revised to reflect revisions made to Policy 8650 in compliance with H.B. 96, released in October 2025.

FORMS

Form 3120.09 F1 - Volunteer Release Form (Renumber/Rescind)

This form is renumbered to Form 8120 F1 to be consistent with Policy 8120 - Volunteers.

Form 4120.09 F1 - Volunteer Release Form (Rescind)

This form is replaced by Form 8120 F1.

Form 8120 F1 - Volunteer Release Form

This form replaces Form 3120.09 F1 and Form 4120.09 F1.

COMMENTS

Reviewing Board Minutes

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

Book	Policy Manual
Section	Vol. 44, No. 2 - January 2026 OH
Title	Vol. 44, No. 2 - January 2026 Executive Order 14370 Increasing Medical Marijuana and Cannabidiol Research and Ohio Marijuana Developments
Code	03 - Legal Alert
Status	From Neola

LEGAL ALERT

To: Neola Clients

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

Re: Executive Order 14370 "Increasing Medical Marijuana and Cannabidiol Research" and Ohio Marijuana Developments

Date: January 2026

On December 18, 2025, President Trump signed Executive Order 14370 (the "EO"), titled "Increasing Medical Marijuana and Cannabidiol Research." The EO directs the Attorney General to **begin** the process of moving marijuana from its current listing on Schedule I to Schedule III of the Controlled Substances Act ("CSA").

The proposed switch from Schedule I to Schedule III will NOT make recreational marijuana "legal" at the Federal level. As the title of the EO implies, rescheduling marijuana would facilitate easier and more widespread research for medical applications of marijuana and its derivatives. Substances listed on Schedule III of the CSA have recognized medical applications and can lawfully be prescribed by physicians, while substances listed on Schedules I and II cannot. The move would also allow some state-legal marijuana businesses to take advantage of business deductions previously unavailable. To be clear, the EO alone cannot effectuate a change of schedules – it merely directs the Attorney General to begin the official rulemaking process to amend the CSA.

While the EO takes steps to address marijuana at the Federal level, the Ohio legislature has also taken recent action concerning marijuana at the state level. Recreational marijuana was first made legal in Ohio in 2023, with sales beginning in August of 2024. On December 19, 2025, Governor DeWine signed Senate Bill 56 into law, which introduced some reforms to Ohio's existing marijuana regulatory scheme. Most notably, the Bill places the regulation of recreational marijuana under the purview of the Division of Cannabis Control, which already regulates the medical marijuana program, and bans the sale of "intoxicating hemp products," including THC-containing beverages. The Bill originally allowed the sale of such products through 2026, but the Governor exercised his line-item veto to prohibit such sales as soon as the Bill takes effect in March 2026.

While the President's EO and Ohio's passage of Senate Bill 56 may have created buzz around the topic of marijuana, nothing has changed that would impact the drug's current status in the school environment. All template policies remain current, with no changes warranted at this time.

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists. If legal advice is required, obtain the services of an attorney.

Book	Policy Manual
Section	Vol. 44, No. 2 - January 2026 OH
Title	Vol. 44, No. 2 - January 2026 Sixth Circuit en banc decision in Parents Defending Education v. Olentangy Local School District Bd. of Educ., et al. (Case: 23-3630)
Code	04 - Legal Alert
Status	From Neola

LEGAL ALERT

To: Neola Clients

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

Re: Sixth Circuit en banc decision in Parents Defending Education v. Olentangy Local School District Bd. of Educ., et al. (Case: 23-3630)

Date: November 2025

On November 6, 2025, the United States Court of Appeals for the Sixth Circuit issued a decision in Parents Defending Education v. Olentangy Local School District Bd. of Educ., et al. (Case: 23-3630), a case challenging the enforcement of certain Neola policies to discipline students for intentionally misgendering their transgender classmates. The Sixth Circuit reversed the opinion of the Southern District of Ohio after vacating a previous panel decision and rehearing the case en banc, and remanded the case to the district court, directing it to grant Defending Education (f/k/a "Parents Defending Education") "an appropriately tailored preliminary injunction." See, Parents Defending Education v. Olentangy Local School District Bd. of Educ., et al., Sixth Circuit Case: 23-3630, ECF No. 253-2 ("Decision") at P. 35. As of the date of this Legal Alert, the Southern District of Ohio has not yet issued the injunction. As such, we do not yet know the full extent of the decision's impact on Neola policies.

When Defending Education originally sued the Olentangy Local School District Board of Education, it challenged the facial constitutionality of Olentangy's adopted versions of Neola template policies 5517 – Anti-Harassment and 5136 – Personal Communication Devices, as well as Olentangy's High School Student Handbook provisions on Use of Obscene or Discriminatory Language/Materials/Actions/Gestures and Hazing, Harassment, Intimidation, Bullying, and Sexual Harassment. However, upon rehearing, Defending Education narrowed its requested relief to an "injunction that bars Olentangy from punishing students for misgendering other students, over one that bars Olentangy from enforcing the challenged policies in full or in part." Supplemental en banc brief of Plaintiff-Appellant, Sixth Circuit Case: 23-3630, ECF No. 134, at p. 16.

In its Decision, the Sixth Circuit shifted away from a close examination of the actual text of Olentangy's policies and instead focused more on the general concept of disciplining students for misgendering their peers. See, Decision at P. 33 ("Defending Education is likely to succeed on the merits of its claim that the District may not punish students solely for the use of biological pronouns at school."). As such, the forthcoming injunction may well leave the challenged policies intact but expressly enjoin the school district from using them to discipline misgendering.

Policy concerns notwithstanding, the Decision makes clear that school districts are in violation of the First Amendment if they discipline students for refusing to use a fellow student's preferred pronouns and instead address them using their "biological" (or perceived biological) pronouns. Our attorneys continue to monitor the situation and will report any developments once the Southern District of Ohio issues its injunction.

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists. If legal advice is required, obtain the services of an attorney.

Book	Policy Manual
Section	Vol. 44, No. 2 - January 2026 OH
Title	Vol. 44, No. 2 - January 2026 Vaccination Requirements for Students
Code	05 - Legal Alert
Status	From Neola

LEGAL ALERT

To: Neola Clients

From: Ennis Britton, L.P.A.

Re: Vaccination Requirements for Students

Date: January 2026

In recent months, vaccinations have received a great deal of public attention, as have increases in diseases such as measles which have long been isolated or absent in the U.S. Just recently on December 5th, 2025, the Advisory Committee on Immunization Practices for the U.S. Centers for Disease Control voted to revoke universal hepatitis B vaccinations for newborns, instead recommending individual decision-making in consultation with health care providers for mothers who test negative for the virus. Earlier in 2025, the Advisory Committee voted to recommend that COVID-19 vaccinations be given based on individual-based decision-making, rather than recommending universal vaccination.

Because of changes in vaccination requirements, experts are concerned that insurance carriers will restrict or eliminate coverage for certain vaccines, which might further impact the trend of declining vaccination rates in children and adults. These developments have prompted questions from school districts about legal requirements and response to outbreaks.

Overview of State Law

The board of education of each city, exempted village, or local school district may make and enforce such rules to secure the immunization of, and to prevent the spread of communicable diseases among the pupils attending or eligible to attend the schools of the district. R.C. §3313.67. The board shall keep an immunization record for each pupil, available in writing to the pupil's parent or guardian upon request, which must include:

1. Immunizations against the diseases required by Ohio law (listed below);
2. Any tuberculin tests given to the student; and
3. Any other immunizations required by the Board. R.C. §3313.67(C).

The board is required to annually submit a summary, by school, of the immunization records of all students in the district to the Ohio Director of Health by October 15th. R.C. §3313.67(D).

Vaccines Required by Ohio law

Unless an exception applies, the Ohio Department of Health requires all K-12 students to be fully vaccinated against the following diseases:

1. Diphtheria;
2. Hepatitis B;
3. Measles;
4. Meningococcal:
5. Mumps:
6. Pertussis:
7. Polio;
8. Rubella;
9. Tetanus; and
10. Varicella (Chicken pox).

Parents must submit written evidence that they have been immunized by a Department of Health-approved method of immunization or that they are in the process of being immunized in order to attend school. R.C. §3313.671(A). Students who fail to provide evidence of their immunization record are not permitted to remain in school for more than fourteen (14) days. Students previously admitted under the "in the process of being immunized" provision that fail to comply with the immunization intervals shall be excluded from school on the fifteenth (15th) day of the following school year. R.C. §3313.671(A)(4). Any student excluded under this provision can be readmitted by showing evidence to the building principal of progress towards the vaccination requirements.

Vaccine Exemptions

Prior exposure to some of the listed diseases can serve as a basis for excluding a student from the general vaccination requirements for that disease. Under Ohio law, if a student has previously contracted natural rubeola, mumps, or chicken pox, and their parent, guardian, or physician presents a signed statement to the district, then they are not required to receive further immunization against that particular disease. R.C. §3313.671(B)(1)-(3).

Students can also be excluded from the vaccination requirements if their parent or guardian presents a written statement declining to have the student immunized for reasons of conscience, including religious convictions. R.C. §3313.671(B)(4).

Finally, students can receive a medical exemption from the state's vaccination mandate. If the child's physician certifies in writing that immunization against any of the diseases listed would be medically contraindicated, then they are not required to be immunized. R.C. §3313.671(B)(5).

Responding to Outbreaks

It is worth noting that the number of parents choosing not to vaccinate their children has been growing in recent years. This includes immunization against the vaccines required by Ohio law and other less common diseases. According to the Ohio Department of Health, the exemption rate for kindergarten students under the "reasons of conscience" for the 2024-2025 school year was 4.5% (up from 2.6% during the 2019-2020 school year). The exemption rate for students under the non-medical exemption has climbed to 3.4% (up from 2.2%) while the rate for medical exemptions has held steady at 0.2%. School Vaccination Requirements in Ohio, Ohio Dept. of Health. Coverage rates may vary drastically by county.

As vaccination rates drop, schools may begin to experience more outbreaks in their community. For example, measles (which was declared eliminated in the United States in 2000) is seeing its highest number of reported cases in decades. In early October of this year, an Ohio school decided to temporarily close its Early Learning Center due to a measles outbreak among its students.

Some states have established laws confirming that exemptions are not recognized during an outbreak, epidemic, or emergency. Ohio has adopted a provision under R.C. §3313.671, which declares that in the event of a chicken pox outbreak, a school may deny admission to a pupil otherwise exempted from the chicken pox immunization requirement until the Department of Health notifies the district that the epidemic no longer exists. R.C. §3313.671(C). However, this provision is limited to chicken pox, and it does not appear that schools could rely on

it to justify denying admission to an exempted student during an outbreak of another disease. Some Ohio school districts have adopted policies that declare an unvaccinated student could be excluded from school or placed in an isolated location during an outbreak of any of the diseases listed under R.C. §3313.671. Neola provides a template for this (PO 8450). It is recommended that districts seek legal advice regarding enforcement of these rules.

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists. If legal advice is required, obtain the services of an attorney.

Book	Policy Manual
Section	Ready for Production March/April 2026
Title	Vol. 44, No. 2 - January 2026 New NAME, IMAGE, AND LIKENESS (NIL) IN ATHLETICS
Code	po2431.06
Status	

New Policy - Vol. 44, No. 2

2431.06 - **NAME, IMAGE, AND LIKENESS (NIL) IN ATHLETICS**

Pursuant to Ohio High School Athletic Association ("OHSAA") Bylaws, students may enter into an agreement or arrangement in which the student capitalizes on their Name, Image, and Likeness/Personal Branding Rights, commonly referred to as a NIL Agreement. However, pursuant to OHSAA Bylaw 4-10-1, a student may not participate in an interscholastic sport unless the student is an amateur. Pay-for-play (receiving payments simply for being a student-athlete), entering an agreement/contract with a professional sports team, and improper recruiting inducements are also prohibited.

DEFINITIONS

Name, Image and Likeness (NIL)/Personal Branding Rights shall mean the use of self-publicity due to public recognition (athletic fame) and/or the notoriety a student may attain to receive a benefit through appearances, licensing, social media, endorsements, and/or the use of branding.

A **collective** is a third-party group, typically formed by alumni and supporters, that pools donations and fundraising to create and manage NIL/Personal Branding Rights opportunities for student-athletes. Collectives provide student-athletes with sponsorships, endorsement deals, and other ways to monetize their NIL/Personal Branding Rights, bridging the gap between athletes and the brands or businesses looking to leverage their popularity and control their earnings from their public persona. Collectives are strictly prohibited by OHSAA Bylaws.

Official Team Activities include activities that occur during school hours, while traveling to or from an OHSAA event, or during school or team events, including any practice, meeting, contest, tournament, or any similar event or facility the OHSAA deems inappropriate or distracting.

PROVISIONS

A student may enter into a NIL/Personal Branding agreement provided the following criteria are met:

A. The student does not utilize the name, logos, mascots, trademarks, or other proprietary properties of the OHSAA or any OHSAA member school or school team while receiving the compensation and/or during any promotions or imply that the OHSAA or the OHSAA member school or school team approves the NIL/personal branding activity;

B. The student does not engage in an NIL/Personal Branding Rights agreement that is provided by an OHSAA member school or an agent of the school (e.g. collectives, booster clubs, foundations, administrators, coaches, or other individuals);

C. The student does not engage in any name and image/personal branding activities during school hours, while traveling to or from any OHSAA event, or during official team activities;

D. The student does not engage in an NIL/Personal Branding Rights agreement that provides compensation based on specific athletic performance or achievement (e.g. points scored, etc.);

E. The student does not engage in a NIL/Personal Branding Rights agreement that is provided as an inducement to attend a particular school;

F. The student does not display the sponsor’s product or otherwise advertise for a sponsor during official team activities;

G. The student is the only person impacted by the NIL/Personal Branding Rights agreement and this agreement shall never provide any money, merchandise, services of value, or any other benefits directly to the student's school and/or team;

H. The student does not engage in a NIL/Personal Branding Rights agreement associated with gaming/gambling, alcoholic beverages, tobacco, cannabis, banned or illegal substances, adult entertainment products or services, firearms or other weapons, or any other product or service the OHSAA deems inappropriate or distracting; and

I. The student is responsible for determining what, if any, effect the NIL/Personal Branding Rights agreement may have on eligibility with the NCAA, NJCAA, and/or the NAIA.

A student engaged in a NIL/Personal Branding Rights agreement shall disclose each agreement to the OHSAA within fourteen (14) days after entering into said agreement. Students who fail to disclose their agreement(s) or fail to disclose their agreement(s) in a timely fashion shall be subject to a period of ineligibility up to twenty percent (20%) of the sport season in which they participate and/or any other penalties as outlined in OHSAA Bylaw 11.

Details on how to disclose said agreement(s) shall be posted on the OHSAA website.

A student engaged in an NIL/Personal Branding Rights agreement shall also comply with any other applicable OHSAA bylaws and regulations and any applicable policies of the District.

If a student transfers to a school and the transfer can be shown to be reasonably linked to a student's NIL/Personal Branding Rights agreement, a rebuttable presumption shall exist that the student has been recruited, which is in violation of OHSAA Bylaw 4-9. The Executive Director's Office may suspend the privilege of participation in interscholastic athletics during the pendency of any alleged violation of this bylaw.

Member school administrators and coaches shall have an obligation to educate the school community that any attempt to facilitate an NIL/Personal Branding Rights agreement to help secure the enrollment of a prospective student shall result in penalties as prescribed in OHSAA Bylaw 11, including a review of the school's membership status.

Student-athletes with NIL/Personal Branding Rights deals, along with their parents or guardians, are encouraged to seek professional advice, understand contracts thoroughly, and prioritize academic and athletic commitments to protect the student-athlete's eligibility and long-term success. These activities should be regarded as a business, and participants should stay compliant with school and State regulations and focus on building a strong support system to avoid mismanagement of funds and protect future opportunities.

Any violation of this policy and OHSAA Bylaw 4-11 shall be subject to penalties outlined in OHSAA Bylaw 11 and may include suspension of the privilege of participation in interscholastic athletics during the pendency of any alleged violation of this policy.

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Legal OHSAA Bylaw 4-11

Book	Policy Manual
Section	Ready for Production March/April 2026
Title	Vol. 44, No. 2 - January 2026 Revised JOB-RELATED EXPENSES
Code	po3440
Status	
Adopted	November 19, 2007
Last Revised	August 12, 2019

Revised Policy - Vol. 44, No. 2

3440 - **JOB-RELATED EXPENSES**

The Board of Education ~~**( ) will**~~ **(X)** may ~~**[END OF OPTION]**~~ provide for the payment of the actual and necessary expenses, including traveling expenses, of any professional staff member of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board ~~and in accordance with the Superintendent's administrative guidelines~~.

The validity of payments for job-related expenses shall be determined by the __Treasurer_____. Pre-approval for estimated travel expenses by the _____principal or supervisor_____ is required.

The Board ~~**( ) shall**~~ **(X)** may ~~**[END OF OPTION]**~~ pay the expenses of professional staff members when they attend professional meetings (as defined in Policy 3243) with prior approval in accordance with the policy of this Board ~~and in accordance with the administrative guidelines of the Superintendent~~. Job-related expenses incurred by the Superintendent shall be reimbursed in accordance with this policy ~~and administrative guidelines~~ when authorized by the __Treasurer_____.

~~Whenever a staff member is unable to provide one (1) or more receipts for appropriate expenses, the staff members/he may be reimbursed in an amount not to exceed~~

~~**( )** $100~~

~~**( )** $_____ **[ENTER AMOUNT] [END OF OPTION]**~~

~~upon written explanation of the reason for the lack of the receipt and the approval of the expenses by the Superintendent.~~

Professional staff members are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience will not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, supplemental insurance on rental cars, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

~~**DRAFTING NOTE: CHOOSE ONE (1) OF THE OPTIONS BELOW]**~~

~~**[ ]** Accrual of personal frequent flyer miles, hotel "bonus points", credit card "rewards," or any other reward under similar affinity programs (including credit points or rewards directed to non-profit organizations) is strictly prohibited.~~

~~**[OR**~~

[X**]** Accrual and use of frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business in their personal life is permitted, provided that these rewards are earned the same way as members of the public would earn them; and they do not impose additional costs to the District. Such accrual and use shall be in accordance with Policy 6465 - Public Office Award Program.

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

This policy does not address every issue, exception, or contingency that may arise in the course of travel.

Attorney General Bulletin 2025-012
Ohio Ethics Commission Opinion No. 2025-02

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Legal	Attorney General Bulletin 2025-012
	Ohio Ethics Commission Opinion No. 2025-02

Book	Policy Manual
Section	Ready for Production March/April 2026
Title	Vol. 44, No. 2 - January 2026 Revised JOB-RELATED EXPENSES
Code	po4440
Status	
Adopted	November 19, 2007
Last Revised	August 12, 2019

Revised Policy - Vol. 44, No. 2

4440 - **JOB-RELATED EXPENSES**

The Board of Education ~~**( ) will**~~ **(X)** may ~~**[END OF OPTION]**~~ provide for the payment of the actual and necessary expenses, including traveling expenses, of any classified staff member of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board ~~and in accordance with the Superintendent's administrative guidelines~~.

The validity of payments for job-related expenses shall be determined by the __Treasurer_____. Pre-approval for estimated travel expenses by the ___principal/supervisor_____ is required.

The Board ~~**( ) shall**~~ **(X)** may ~~**[END OF OPTION]**~~ pay the expenses of classified staff members when they attend meetings with prior approval in accordance with the policy of this Board ~~and in accordance with the administrative guidelines of the Superintendent~~.

~~Whenever a staff member is unable to provide one (1) or more receipts for appropriate expenses, the staff members/he may be reimbursed in an amount not to exceed~~

~~**( )** $100one hundred dollars ($100)~~

~~**( )** $_____ **[ENTER AMOUNT] [END OF OPTION]**~~

~~upon written explanation of the reason for the lack of the receipt and the approval of the expenses by the Superintendent.~~

Classified staff members are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience will not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, supplemental insurance on rental cars, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

~~**DRAFTING NOTE: CHOOSE ONE (1) OF THE OPTIONS BELOW]**~~

~~**[ ]** Accrual of personal frequent flyer miles, hotel "bonus points", credit card "rewards", or any other reward under similar affinity programs (including credit points or rewards directed to non-profit organizations) is strictly prohibited.~~

~~**[OR**~~

[X**]** Accrual and use of frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business in their personal life is permitted, provided that these rewards are earned the same way as members of the public would earn them; and they do not impose additional costs to the District. Such accrual and use shall be in accordance with Policy 6465 - Public Office Award Program.

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

This policy does not address every issue, exception, or contingency that may arise in the course of travel.

Attorney General Bulletin 2025-012
Ohio Ethics Commission Opinion No. 2025-02

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Legal

Attorney General Bulletin 2025-012

Ohio Ethics Commission Opinion No. 2025-02

Book	Policy Manual
Section	Ready for Production March/April 2026
Title	Vol. 44, No. 2 - January 2026 Revised ENTRANCE REQUIREMENTS
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Status	
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Revised Policy - Vol. 44, No. 2

5112 - **ENTRANCE REQUIREMENTS**

The Board of Education establishes the following entrance age requirements for students, which are consistent with statute and sound educational practice, and directs that all eligible students be treated in an equitable manner.

Preschool

[X] A child is eligible for entrance into preschool if the child~~s/he~~ attains the age of three (3) on or before the child's first day of attendance.~~_____ **ENTER AGEspecify** on or before _____ **ENTER DATEdate** of the year in which the childs/he applies for entrance and has not yet attained the age at which the childs/he will be admitted to **( )** kindergarten **( )** first grade **[DRAFTING NOTE: Check first grade only if there is no kindergarten in the District] [END OF INTERNAL OPTION]**(check only if there is no kindergarten in District). **[END OF OPTION]**~~

Kindergarten

A child shall be admitted to kindergarten if the child~~is eligible for entrance into kindergarten if s/he~~ attains the age of five (5) by the first day of instruction of the school year of admittance.~~on or before ( ) August 1st ( ) September 30th of the year in which s/he applies for entrance.~~ The Board may admit a younger child to kindergarten if the child satisfies the Board's early entrance criteria. A child under age six (6) who is enrolled in kindergarten will be considered of compulsory school age.

The Board will admit to kindergarten any child who has not attained the entrance age requirement of this District, but who was properly enrolled in a public or chartered nonpublic school kindergarten before transferring to the District.

~~**[ ]** While the District operates an all-day kindergarten program, a parent may enroll theirhis/her child for only the minimum number of hours required by State law without penalty, and the Board shall accommodate such students. **[END OF OPTION]**~~

First Grade

A child shall be admitted to the first grade if the child~~is eligible for entrance into first grade if s/he~~ attains the age of six (6) by~~**on or before ( ) August 1st ( )**~~ September 30th of the year in which the child is admitted ~~**( )**, or by the first day of a term or semester other than the one beginning in August or September **[END OF OPTION]**.s /he applies for entrance.~~ Any student who has successfully completed kindergarten in accordance with R.C. 3321.01(B) shall be admitted to first grade. The Board may admit to first grade a younger child if the child satisfies the Board's early entrance criteria.

Required Documents

The Superintendent shall require that each child who registers for entrance to school provide:

A. the child's~~his/her~~ birth certificate or similar documentation authorized by law as proof of age and birthdate;

   Acceptable forms of documentation include: foreign birth certificate; religious, hospital, or physician's certificate showing date of birth; entry in a family bible; baptismal record; adoption record; affidavit from a parent; previously

verified school records; or other documents permitted by law.

B. a certified copy of any custody order or decree together with any modification in such an order or decree.

If such documents are not provided, the child may be admitted under the Superintendent's guidelines. Appropriate law enforcement authorities shall be notified in the event that required documents are not provided in accordance with the provisions of R.C. 3313.672. However, a child who is placed in a foster home or residential facility (i.e., a group home for children, children's crisis care facility, children's residential center, residential parenting facility that provides twenty-four (24) hour child care, county children's home, or district children's home) will not be denied admission solely because the child does not present a birth certificate, comparable certification, or other comparable document upon registration. Such protected child will be admitted under temporary enrollment for a period of up to ninety (90) days to present the required documentation. The protected child and/or the child's parent, guardian, or custodian will be so informed at the time of the child's initial admission.

Each child entering the District's kindergarten or first grade program for the first time must be properly screened for any medical or health problems, as well as those related to hearing, vision, speech, and communication~~communications~~. The cost for such screening shall be paid by ~~( ) the District~~ **(X)** the parents ~~( ) _____ [OTHER] [END OF OPTIONS]~~.

Any parent may provide the District with a written statement indicating that the parent~~s/he~~ does not wish to have their~~his/her~~ child screened.

Early Entrance Criteria

The District provides early admission to kindergarten and first grade for qualified students. Copies of the referral forms for evaluation for early entrance to kindergarten or first grade will be available in each school building. Any student residing in the District may be referred by an educator employed by the District, a preschool educator who knows the child, the child's parent or guardian, or a pediatrician or psychologist who knows the child. The referral shall be made to the principal of the school for evaluation for possible early admission.

Before a student is evaluated for early entrance, the principal (or a~~his/her~~ designee) of the school to which the child may be admitted shall obtain written permission from the child's parent/guardian.

Evaluations related to referrals submitted to the school principal between August 15th and April 15th will ordinarily be completed and a written report issued within forty-five (45) calendar days of submission of the referral to the school principal. Evaluations related to referrals submitted to the school principal between April 16th and August 14th will ordinarily be completed and a written report issued within forty-five (45) days of the start of the school year.

~~**DRAFTING NOTE: To use the dates in this paragraph, your District's kindergarten sign up and screening process should occur between August 15th and April 15th. Be sure to consider whether these dates work in terms of your kindergarten sign up and screening process, and adjust the dates accordingly if necessary.]**~~

Children referred for early entrance will be evaluated in a prompt manner. The principal of the school to which the child may be admitted shall convene an acceleration evaluation committee to determine whether early entrance is appropriate for that child. The acceleration evaluation committee shall include the following:

A. a parent/legal guardian or a representative designated by the parent/guardian

B. a gifted education coordinator or gifted education specialist, or, if neither is available, a school psychologist or a guidance counselor with expertise in the appropriate use of academic acceleration

C. the principal or assistant principal of the school to which the child may be admitted

D. a teacher at the grade level to which the student may be admitted

The acceleration evaluation committee shall be responsible for conducting a fair and thorough evaluation of the student. The acceleration evaluation committee will also consider the student's own thoughts on possible accelerated placement in its deliberations.

Children considered for early entrance shall be evaluated using an acceleration assessment process approved by the Ohio Department of Education & Workforce.

~~**[ ]** A meeting will be conducted with the parent/guardian following the evaluation to inform the parent/guardianhim/her of the committee's decision and, if appropriate, to discuss the results of the evaluation and the nature of the kindergarten or first grade program. **[END OF OPTION]**~~

The parent/guardian will be provided with a written summary of the outcome of the evaluation process. This notification shall include instructions for appealing the outcome of the evaluation process.

Appeals must be made in writing to the Superintendent within thirty (30) calendar days of the parent/guardian receiving the results of the evaluation. The Superintendent or ahis/her designee shall review the appeal and notify the parent/guardian of theirhis/her decision within __thirty___ (_30_) **[not to exceed thirty (30)]** calendar days of receiving the appeal. The Superintendent's or his/her designee's decision will be final.

If a child is recommended for early entrance, the acceleration evaluation committee will develop a written acceleration plan for that child. The plan will specify:

A. placement of the child in the accelerated setting;

B. strategies to support successful early entrance; and

C. an appropriate transition period for accelerated students.

A school staff member will be assigned to oversee the implementation of the acceleration plan and to monitor the child's adjustment to the early entrance.

At any time during the transition period, a parent/guardian of the child may request in writing that the child be withdrawn from the accelerated placement. In such cases, the principal shall remove the child without repercussions.

Also, at any time during the transition period, a parent/guardian may request in writing an alternative accelerated placement. In such cases, the principal shall direct the acceleration evaluation committee to consider other placement options and to issue a decision within _thirty _____ (_30_) **[not to exceed thirty (30)]** calendar days of receiving the request. If the student will be placed in a different setting from that initially recommended, the acceleration plan shall be revised accordingly, and a new transition period shall be specified.

At the end of the transition period, the accelerated placement shall become permanent. The child's records shall be modified accordingly, and the acceleration plan shall become part of the student's permanent record to facilitate continuous progress through the curriculum.

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Legal R.C. 3313.64, 3313.641, 3313.672, 3313.673, 3321.01 et seq., 3321.05, 3323.01

R.C. 3324.10

Book	Policy Manual
Section	Ready for Production March/April 2026
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Status	
Adopted	November 19, 2007

Revised Policy - Vol. 44, No. 2

6220 - **BUDGET PREPARATION**

The District's operation and educational plan is reflected in its budgets. Each year, the Board of Education will cause to have prepared and then review the General Fund as well as the other funds which comprise the tax budget.

The Board directs the Treasurer/CFO_____ to present the tax budget to the Board prior to January 15th of each year. When presented to the Board for review and/or adoption, the tax budget shall indicate the information required by the State Auditor's Office.

The Board further directs the Treasurer/CFO to prepare the tax budget in compliance with the requirements of the _____Medina_____ County Auditor, the Ohio Revised Code, and the State Auditor's Office and file the budget with the designated county and state officials as required by law. With an affirmative vote of the majority of the County Budget Commission, including the County Auditor, the requirement that the Board adopt a tax budget may be waived~~With an affirmative vote of the majority of the County Budget Commission, including the County Auditor, the requirement that the Board adopt a tax budget may be waived. Therefore, the Board directs the _____ to prepare the tax budget in compliance with the requirements of the _____ County Auditor, the Ohio Revised Code, and the State Auditor's Office~~.

~~**[DRAFTING NOTE: Choose OPTION 1 or OPTION 2from the following two (2) options.]**~~

~~**[ ] [OPTION 1]**~~

~~**CASH BALANCE RESERVE**~~

~~The Treasurer/CFO may include in the budget a cash balance reserve for the following purpose(s):.~~

A. ~~**( )** To stabilize the budget against cyclical changes in revenues and expenditures, the amount of which shall not exceed five percent (5%) of the revenue credited in the preceding fiscal year to the fund in which the account is established;~~

B. ~~**( )** To provide for the payment of claims and deductibles under an individual or joint self-insurance program for the subdivision, if the subdivision is permitted by law to establish such a program (not more than one (1) reserve balance account may be established for this purpose);~~

C. ~~**( )** To provide for the payment of claims, assessments, and deductibles under a self-insurance program, individual retrospective ratings plan, group rating plan, group retrospective rating plan, medical only program, deductible plan, or large deductible for workers' compensation (not more than one (1) reserve balance account may be established for this purpose).~~

~~The amount of the reserve shall be~~

~~**( )** stipulated by Board resolution.~~

~~**[OR]**~~

~~**( )** at least _____ percent (____%) **[INSERT PERCENTAGE AMOUNT]** of the General Fund.~~

[END OF OPTION 1]

[ ] [OPTION 2]

CASH BALANCE RESERVE

The Board supports good stewardship of taxpayer dollars. To that end, the Board is committed to operating the District with fiscally sound management practices in accordance with state law. The Board directs the administration, teacher, and other school personnel in charge of making budgetary decisions and/or recommendations to responsibly manage operational costs while maintaining a high level of educational excellence within the District.

As part of its commitment to sound fiscal management, the Board affirms that tax levies shall be pursued and/or the District's finances otherwise managed to ensure a General Operating Fund unencumbered unreserved cash balance equivalent to at least _____ (__) **[INSERT NUMBER]** days of operating expenditures. The Board directs the Treasurer/CFO to maintain such a cash reserve.

Promptly upon receiving any indication that such cash balance may not be achieved within any year of the fiscalfive (5) year forecast, the Treasurer/CFO shall report such a finding to the Board. Upon such notification by the Treasurer/CFO, the Superintendent and Treasurer/CFO will prepare and propose options that the Board may consider to forestall such an eventuality.

[ ] Further, the Board believes the financial goals of the District should be in alignment with the District's strategic plan and instructional goals. When a General Operating Fund cash balance exceeds _____ (__) **[INSERT NUMBER]** days, the Superintendent may prepare a plan for the expenditure of the excess General Operating cash balance on one (1) or more of the major directives of the strategic plan. This plan must be approved by the Board and cannot result in the General Operating Fund cash balance falling below _____ (__) **[INSERT NUMBER]** days in any year of the rolling fiscalfive (5) year forecast. **[END OF OPTION]**

[END OF OPTION 2]

[END OF OPTIONS]

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Legal R.C. 5705.13, 5705.28(A)(1), 5705.281, 5705.29, 5705.30

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6320 - **PURCHASING AND BIDDING**

Limitations

All purchases that are within the amount contained in the object of the appropriation and were originally contemplated in the budgeting process may be made upon authorization of the Superintendent.

Then and Now Certificate

If the Treasurer can certify that both at the time of the purchase and at the time of certification, sufficient funds were available or in the process of collection, to the credit of the respective fund, properly appropriated and free from previous encumbrance, the expenditure may be authorized. The Board may approve such payment within thirty (30) days from receipt of such certificate.

Amounts of less than $3,000 may be paid by the Treasurer upon completion of the "then and now" certificate, provided that the expenditure is otherwise lawful.

The Board should be advised of all nonbid purchases when the amount exceeds the amount of the appropriation.

"Super Blanket" Certificates

The Treasurer may issue "super blanket" purchase orders (certificates) for any amount for expenditures and contracts from a specific line-item appropriation account in a specified fund for most professional services, fuel, oil, food items, and any other specific recurring and reasonably predictable operating expense. Such a purchase order (certificate) shall not extend beyond the fiscal year.

Contracts for Development and Improvement of Facilities

All contemplated contracts for professional design services such as from an architect or for construction management shall be in accordance with R.C. 9.33 - 9.335 and R.C. 153.65 - 153.71 as applicable, as well as any relevant provisions of the Ohio Administrative Code.

Competitive Bidding

When the Board determines to build, repair, enlarge, improve, or demolish any building or other property ~~school building~~ the cost of which will exceed the amount to be determined and published by the Ohio Director of Commerce, or for the purchase (or lease-purchase) of school buses, the Board of Education shall obtain competitive bids.

In accordance with statute, the Board may elect to forego the bidding for contracts in any of the following situations if:

A. the Board elects and declares by resolution to participate in purchase contracts, in accordance with R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services

B. the Board determines and declares by resolution adopted by two-thirds (2/3's) of its members that any item is available and can be acquired only from a single source

C. the Board declares by resolution adopted by two-thirds (2/3's) of its members that the installation, modification, and/or remodeling subject to contracting is involved in an energy conservation measure undertaken through an installment payment contract under R.C. 3313.372 or pursuant to R.C. 133.06(G)

D. the Board finds and determines that an urgent necessity exists (as defined by statute) with respect to a particular improvement'

E. pursuant to R.C. 9.48, the Board participates in a joint purchasing program, operated by or through a national or State association of political subdivisions in which the Board is eligible for membership or through the Federal government or another political subdivision

The Superintendent shall verify that the specifications for any public improvement project for which bids are solicited do not require any bidder to:

A. enter into agreements with labor organizations on said public improvement; or

B. enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.

Bidding shall be conducted in accordance with R.C. 3313.46 and related statutes.

Bids shall be sealed and shall be opened by the Treasurer in the presence of at least one (1) witness.

Soliciting of Bids

The Board, by resolution, may award a bid to the lowest responsible bidder. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

A. the experience (type of product or service being purchased, etc.) of the bidder;

B. the financial condition;

C. the conduct and performance on previous contracts (with the District or other agencies);

D. the bidder's facilities;

E. management skills;

F. the ability to execute the contract properly;

G. a signed affidavit affirming that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.

Awarding of Bids

The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.

In situations in which the Board has resolved to award a bid to the lowest responsible bidder and the low bidder does not meet the considerations specified above, the Board shall so notify the bidder, in writing, by certified mail.

Purchase of School Buses and Certain Other Motor Vehicles

The Board shall use competitive bidding to enter into an agreement for the purchase or lease-purchase of a school bus unless an exception to bidding applies. The term "school bus" includes any vehicle designed to carry more than nine (9) passengers excluding the driver. Bids shall indicate that prior to delivery the bus must comply with all applicable State laws and regulations, including the Ohio Pupil Transportation Operation and Safety Rules. No bid bonds will be required unless requested by the Board during the competitive bidding process. The Board is not required to use competitive bidding to rent or lease a school bus as long as the agreement does not include a provision for purchase of the bus.

For the purchase of motor vehicles other than school buses, the Board will follow the adopted procedures to obtain price quotations prior to purchase when applicable. Standardized purchasing procedures of the District shall be followed when purchasing a motor vehicle other than a school bus.

Lease-Purchase Agreements

Lease-purchase agreements entered into by the Board shall be in accordance with R.C. 3313.375. Such agreements shall be a series of one-year renewable lease terms totaling not more than thirty (30) years, after which time ownership is transferred to the Board if all obligations of the Board under the agreement have been satisfied.

Purchases from the State

In accordance with State law (R.C. 4115.31 - 4115.35), the Superintendent shall, in accordance with rules of the State Committee for the purchase of products and services provided by persons with severe disabilities, procure products or services at the fair market price established by the committee from a qualified nonprofit agency for persons with severe disabilities, if the product or service is on the procurement list and is available within the period required by the District, notwithstanding any law requiring the purchase of products and services on a competitive bid basis.

Requirement

Before an employee places a purchase order, the employee shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the District. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

A. items commonly used in the various schools or units thereof, be standardized whenever consistency with educational goals can be maintained;

B. a prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters;

C. where the requisitioner has recommended a supplier, the supervisor may make alternate suggestions to the requisitioner if, in the supervisor's judgment, better service, delivery, economy, or utility can be achieved by changing the proposed order.

Employees may be held personally responsible for anything purchased without a properly-signed purchase order or authorization.

The Board may acquire equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase and the purchase complies with applicable law and Board policy.

Reverse Auctions

It is the policy of the Board to permit the use of a reverse auction to purchase services and supplies whenever it is determined that the reverse auction process will be advantageous to the District (e.g., result in a cost savings to the District). To that end, vendors may submit proposals when competing to sell services and/or supplies in an open environment via the Internet. While the reverse auction process may be used to purchase supplies such as equipment, materials, tangible assets and insurance, the process may not be used to purchase real property or interests in real property. The process may also be used to purchase services such as the furnishing of labor, time, or effort by a person, provided such services do not involve the delivery of a specific end product other than a report, and are not being furnished in connection with an employment agreement or collective bargaining agreement and/or which are not subject to a competitive selection procedure required by law.

The Board will provide notice of the request for proposals and award contracts in accordance with the Superintendent's administrative guidelines.

Procurement - Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy. (See Policy 6325)

Revised 7/12/10
Revised 10/14/13

Revised 3/13/17
Revised 5/13/19
Revised 9/9/19

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Legal	R.C. 9.25, 9.30, 9.31, 9.311, 9.312, 9.314, 125.04, 153.02, 153.12, 153.54
	R.C. 2909.33, 3313.37, 3313.375, 3313.46, 3313.172, 3327.08, 4115.32 et. seq.
	R.C. 4116.02, 4116.03, 4511.76, 5705.41, 5705.45
	A.C. 3301-83

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Adopted	April 11, 2016
Last Revised	December 9, 2024

6325 - **PROCUREMENT - FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

When required by Federal program legislation, all Federally-funded contracts in excess of $2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113, and Policy 4113 - Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis shall be made between leasing and purchasing property or equipment to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements, where appropriate, for procurement or use of common or shared goods and services.

Competition

All procurement transactions under the Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that provides full and open competition and that is in accordance with 2 C.F.R. Part 200, good administrative practice, and sound business judgment. To ensure objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids from competition for such procurements.

Examples of situations that may restrict competition include, but are not limited to:

A. unreasonable requirements on firms for them to qualify to do business

B. unnecessary experience and excessive bonding requirements

C. noncompetitive pricing practices between firms or between affiliated companies

D. noncompetitive contracts to consultants that are on retainer contracts

E. organizational conflicts of interest

F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement

G. any arbitrary action in the procurement process

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list during the solicitation period.

The District shall require that all prequalified lists of persons, firms, or products which are used in procurement transactions are current and include enough qualified sources to provide maximum open competition. When establishing or amending prequalified lists, the District (or subrecipient) must consider objective factors that evaluate price and cost to maximize competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and 2 C.F.R. Revisions 2024: Unofficial Comparison Version assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures (in accordance with 2 C.F.R 200.319(d)) that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the property, equipment, or service to be procured. When necessary, the description must set forth those minimum essential characteristics and standards to which the property, equipment, or service shall conform. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features to provide procurement requirements may be used. The specific features of the named brand must be clearly stated and the District must identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall have and use documented procedures, consistent with the standards described above, for the following methods of procurement:

A. **Informal Procurement Methods**

Informal procurement methods for small purchases expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under a Federal award does not exceed the simplified acquisition threshold or a lower threshold established by the State. The informal procurement methods include:

1. **Micro-Purchases**

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $15,000.00~~$10,000.00~~. To the extent practicable, the District should distribute micro-purchases equitably among qualified suppliers.

Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history, or other relevant information, and maintains documents to support its concluson. The District shall maintain evidence of this reasonableness in

the records of all purchases made by this method.

An eligible District may self-certify a threshold of up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with 2 C.F.R. 200.334. The self-certification, in accordance with 2 C.F.R. 200.334, must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

a. a qualification as a low-risk auditee in accordance with the criteria in 2 C.F.R. 200.520;

b. an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

c. for public institutions, a higher threshold is consistent with State law.

2. **Small Purchases**

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of $350,000.00 ~~$250,000.00~~. Small purchase procedures require that price or rate quotations shall be obtained from more than one (1) qualified source.

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations ("FAR"). When applicable, a lower simplified acquisition threshold used by the District must be authorized or not prohibited under State, local, or tribal laws or regulations.

B. **Formal Procurement Methods**

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in 200.319 or non-competitive procurement. The formal methods of procurement are:

1. **Sealed Bids**

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than $350,000.00 ~~$250,000.00~~ and when the Board determines to build, repair, enlarge, improve, or demolish any building or other property ~~school building/facility~~, the cost of which will exceed the amount to be determined and published by the Ohio Director of Commerce .

In order for sealed bidding to be feasible, the following conditions shall be present:

a. a complete, adequate, and realistic specification or purchase description is available;

b. two (2) or more responsible bidders have been identified as willing and able to compete effectively for the business; and

c. the procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally based on price.

When sealed bids are used, the following requirements apply:

a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.

b. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.

c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

d. A firm fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts must only be used to determine the low bid when the District determines they are a valid factor based on prior experience.

e. The Board reserves the right to reject any or all bids but must document and provide a justification for all bids it rejects.

2. **Proposals**

Procurement by proposals is a method in which either a fixed-price or cost-reimbursement contract is awarded. This method is used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

a. Requests for proposals require public notice and must identify all evaluation factors and their relative importance. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

b. Proposals shall be solicited from an adequate number of sources.

c. The District must have written procedures for conducting technical evaluations and for making selections.

d. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the District considering price and other factors.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure A/E professional services. The method cannot be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

3. **Noncompetitive Procurement**

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

a. the aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

b. the procurement transaction can only be fulfilled by a single source;

c. the public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

d. the District requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

e. after soliciting several sources, competition is determined to be inadequate.

4. **Noncompetitive Purchases Through Educational Service Centers (ESCs)**

Under State law, the Board may enter into a contract with an educational service center ("ESC") that authorizes the ESC to make purchases for supplies, materials, equipment, and services or the delivery of services on the District’s behalf. These contracts promote operational efficiency and cost savings, and further enhance the educational experience for our students. Purchases made through such contracts are exempt from competitive bidding.

The District may apply for approval from the Department of Education and Workforce ("DEW") to use a noncompetitive purchasing method to procure personnel-based services from an ESC only when the following criteria are met:

a. the ESC posts a list of all services it provides, including costs of these services, on its website;

b. the ESC has been designated as "high performing" by the DEW; and

c. DEW as the pass-through state entity has determined that the ESC was substantially in compliance with all audit rules and guidelines during the most recent audit conducted by the Auditor of State.

The Treasurer/CFO will submit an application and any required documentation to DEW on the designated form requesting approval for use of a noncompetitive purchasing method for personnel services. Purchases will not be made until the application is approved. Notice of approval will be maintained by the Treasurer/CFO.

Domestic Preference for Procurement

The District should, to the extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards, contracts, and purchase orders under the Federal award.

Procurement of Recovered Materials

The District must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. These requirements include:

A. procuring only items designated in the guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;

B. procuring solid waste management services in a manner that maximizes energy and resource recovery; and

C. establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

The District should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Contract/Price Analysis

The District shall perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the Simplified Acquisition Threshold (currently $350,000.00 effective October 1, 2025 ~~$250,000~~). The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the District should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the District must make independent estimates before receiving bids or proposals.

A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the District according to cost principle requirements.

Time and Materials Contracts

The District uses a time-and-materials type contract only 1) after a determination that no other contract is suitable, and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. A time-and-materials type contract means a contract whose cost to the District is the sum of the actual costs of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of the proposed contract. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) public policy; 3) compliance; 4) proper classification of employees; 5) record of past performance; and 6) financial and technical resources.

The District shall not subcontract with or award subgrants to any person or company that is debarred or suspended. For contracts over $25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors, at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals ("RFPs") or the individual bid specifications package for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Records Retention

The District must retain all Federal award records for three (3) years from the date of submission of the final financial report, or as otherwise required pursuant to the Board-adopted records retention schedule, whichever is longer. For awards that are renewed quarterly or annually, the District must retain records for three (3) years from the date of submission of the quarterly or annual financial report, respectively, or as otherwise required pursuant to the Board-adopted records retention schedule, if longer. Records to be retained include, but are not limited to, financial records, supporting documentation, and statistical records. Other records retention requirements shall be in accordance with 2 C.F.R. 200.334 and the Board-adopted records retention schedule.

The District must collect, transmit, and store Federal award information in an open file, non-licensed, and machine-readable formats. The District may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Revised 3/13/17
Revised 5/14/18
Revised 5/13/19
Revised 10/12/20
Revised 11/12/20
Revised 4/12/21

Revised 3/14/22
Revised 4/10/23

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Legal	2 C.F.R. 200.317 - .326, Appendix II to Part 200
	2 C.F.R. 200.334 - 200.336
	2 C.F.R. 200.520
	R.C. 3313.843 - 3313.846

Book	Policy Manual
Section	Ready for Production March/April 2026
Title	Copy of USE OF CREDIT CARDS
Code	po6423
Status	
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Last Revised	March 13, 2023

6423 - **USE OF CREDIT CARDS**

The Board of Education recognizes the value of an efficient method of payment and recordkeeping for certain expenses.

The Board, therefore, authorizes the use of District credit cards. The name of the District shall appear on each District credit card and check related to a credit card account held by the District. A "credit card account" shall include any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or otherwise transact with the account, and any debit or gift card account related to the receipt of grant monies. The term expressly excludes any procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the account.

The authorization, handling and use of credit cards has been established to provide a convenient and efficient means to purchase goods and services from vendors. Credit cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or school-related activities and that only those types of expenses that are for the benefit of the District and serve a valid and proper public purpose shall be paid for by credit card. However, under no circumstances shall credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.

Accrual and use of frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business is permitted, provided that these rewards are earned the same way as members of the public would earn them, and they do not impose additional costs to the District. Such accrual and use shall be in accordance with Policy 6465 - Public Office Award Program.

Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase. Additionally, any officer or employee of the District who knowingly misuses a credit card account is guilty of the criminal offense of misuse of credit cards. Violations will be reported to the appropriate law enforcement authorities and any applicable licensure board(s).

The Treasurer/Designee shall be responsible for the initial issuance, reissuance, and cancellation of District credit cards and shall maintain written procedures and all appropriate records and reports regarding the District's credit card account(s). Records and reports will be maintained and made available for review in accordance with this policy and State law.

All officers and employees are required to immediately report lost or stolen credit cards or notice of a possible data breach involving a District credit card to their immediate supervisor and the Treasurer/Designee. The Treasurer/Designee will notify the entity that issued the credit card and request cancellation of the lost or stolen card as soon as practicable.

Subject to the discretion of the Board and the approval of the Treasurer, credit cards may be used for eligible goods and services including:

A. transportation reservations and expenses;

B. conference registrations;

C. hotel reservation guarantees and expenses;

D. reasonable meal expenses (both in-town and out-of-town), but excluding alcoholic beverages;

E. purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Treasurer;

F. safety and security reasons in connection with a student field trip, competition, and/or other activity or event, if monies are budgeted and deposited with the Treasurer in advance.

Officers and employees are liable in person and upon official bond for any unauthorized use of credit cards and any officer or employee who suspects the loss, theft, or possibility of unauthorized use of a credit card must notify the Treasurer immediately, who shall notify the Board.

The Board prohibits the use of debit card accounts except for the receipt of grant monies. Any officer or employee of the District who uses a debit card account for any other purpose is guilty of the criminal offense of misuse of credit cards.

Use of the District credit card for any cash withdrawal transaction is strictly prohibited.

The Treasurer's Office shall retain general possession and control of the credit card account or presentation instruments related to an account, such as credit cards and checks. Accordingly, the Board shall appoint the Superintendent to serve as the credit card compliance officer. The compliance officer shall review officers' and employees' use of credit card accounts under the policy at least once every six (6) months. The review shall identify the number of cards issued, the number of active cards issued, the cards' expiration dates, and the cards' credit limits. The compliance officer may not authorize an employee to use a credit card account.

The Treasurer/CFO/Designee shall review the credit card account transaction detail monthly and shall sign a written attestation confirming the review.

Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements may result in a loss of credit card privileges, disciplinary action, up to and including termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution. Violations will also be reported to the applicable licensure board(s).

The Board authorizes the following employees to use District credit cards:

A. Superintendent

B. Treasurer

C. Administrators

D. Teachers

E. Support Staff

F. Advisors

Each request for use of a District credit card shall contain:

A. date signed out,

B. date returned,

C. vendor,

D. purchase order number.

Upon receipt of a District credit card, employees shall:

A. inform merchants that the purchase is for "official School District business" and is not subject to State or local sales tax;

However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.

B. maintain credit cards in a secure fashion and prevent unauthorized charges to the account;

C. use reasonable care when making purchases online, refrain from providing the credit card number to unknown online merchants, do not auto-save credit card number for any online account and do not photocopy, take a picture of or write down the credit card number future use;

D. maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices;

E. provide documentation of all purchases to the Treasurer's Office in a timely manner to ensure prompt payment;

F. refrain from splitting the costs of an invoice or purchase in order to circumvent the credit card process and established, pre-approved single purchase limits, monthly spending limits, and/or funds availability.

The officer or employee is liable in person and upon any official bond to reimburse the District the amount for which the officer or employee does not provide itemized receipts in accordance with the credit card policy described herein.

After use, District credit cards are to be returned to the Treasurer's Office along with appropriate receipt copies of all charges within three (3) business days upon completion of any approved use.

Employees shall include a copy of the cash register slip or other detailed receipt. Employees using a district credit card are responsible for providing a copy of the receipt or invoice detailing the purchase.

Employees shall specify on the receipt the following information:

A. Purchase Order Number

B. Signature

C. Date

Failure to return District credit cards and/or receipts within the above-referenced time period may result in the suspension of credit card privileges and/or charges being deemed unrelated or unsubstantiated.

Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the District within thirty (30) business days.

If an employee reimburses the District for an unsupported purchase, it shall be documented in the monthly credit card reconciliation.

The Treasurer's Office will keep a record/activity log of all credit card uses and review and approve all purchases to verify that the expenses are incurred in connection with Board-approved or school-related activities, are for the benefit of the District, and serve a valid and proper public purpose prior to disbursing public funds for payment of such expenses.

Any and all reviews and approvals must be evidenced by the employee’s initials and/or signature.

In addition to evidencing review and approval of the purchase, the Treasurer's Office should immediately send all questionable items to the employee purchasing the item for explanation. These explanations shall be approved by the employee’s immediate supervisor and the employee prior to the payment of such expenses. If an employee reimburses the District for a questionable purchase, it shall be documented in the monthly credit card reconciliation.

Upon review and approval, all appropriate documentation shall be forwarded to the Treasurer's Office.

Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Treasurer’s office.

The Treasurer's Office will monitor the credit card account(s) and reconcile all credit accounts on a monthly basis.

The maximum limit for each credit card shall be as follows:

Card: **Maximum Limit:**

Medina County Federal Credit Union	$6,000.00
PNC	$20,000.00
Chase	$34,000.00
Huntington	$5,000.00
Walmart	$4,000.00
Home Depot	$7,800.00
Lowe's	$17,600.00
Synchrony Bank	$7,000.00

The Treasurer/CFO shall file a report with the Board annually, detailing all rewards received based on the use of District's credit card account.

Revised 4/10/17
Revised 11/19/18
Revised 9/30/19
Revised 3/14/22

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Legal R.C. 2921.01, 2913.21, 3313.311

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Section	Ready for Production March/April 2026
Title	Copy of PROCUREMENT CARDS
Code	po6424
Status	
Adopted	November 19, 2007
Last Revised	October 12, 2020

6424 - **PROCUREMENT CARDS**

The Board of Education recognizes that procurement cards offer a convenient and efficient method of purchasing minor goods and services, and therefore authorizes the use of procurement cards. The Board authorizes the Treasurer/CFO to obtain procurement cards for use with Board-approved vendors. The name of the District shall appear on each card.

Procurement cards are cards issued to authorized employees to make purchases of designated items at authorized businesses, and are linked to either a credit card or bank account. They function like a credit card, except that there are more options for spending controls.

The Treasurer/CFO shall manage all procurement cards. Procurement cards are held in the Office of the Treasurer and must be signed out by employees upon receiving an approved purchase order for said purchases.

The bank manages the procurement card and will provide invoices at least monthly. The Treasurer/CFO will review these invoices prior to payment being made. Employees shall submit itemized receipts after purchases are made.

The Board authorized the following employees to use procurement cards: Any employee with an approved purchase order

Employees who use a procurement card are subject to all procedures and restrictions that apply to the use of credit cards summarized in Policy 6423, as well as administrative guidelines developed by the Treasurer/CFO.

All approved cardholders must agree to abide by procurement card procedures and regulations set forth in this policy as well as Policy 6423 and relevant administrative guidelines. All transactions must be made by the individual to whom the card is issued. Employees are responsible for the security and physical custody of the card. Lost or stolen cards shall be reported immediately to the Treasurer/CFO.

~~Employees may use procurement cards only for school-related purposes in accordance with State law and Board policy. Procurement cards shall not be used or circumvent the general purchasing procedures required by Ohio law and Board policy. The procurement card may never be used to purchase alcohol or personal items or services, nor is the personal gain of credit card rewards such as bonus points, frequent flyer miles, or any other affinity program reward program permitted under any circumstances.~~

Employees may use procurement cards only for school-related purposes in accordance with State law and Board policy. Procurement cards shall not be used to circumvent the general purchasing procedures required by Ohio law and Board policy. The procurement card may never be used to purchase alcohol or personal items or services. Accrual and use of frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business is permitted, provided that these rewards are earned the same way as members of the public would earn them, and they do not impose additional costs to the District. Such accrual and use shall be in accordance with Policy 6465 - Public Office Award Program.

Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the District within thirty (30) business days.

Cardholders will immediately surrender their cards upon request of the Superintendent or Treasurer/CFO for administrative reasons and shall surrender their cards upon separation from employment. This policy and related administrative guidelines cannot cover every issue, exception, or contingency that may arise during the cardholder's use of the procurement card.

The Superintendent shall conduct independent regular reviews of each cardholder's activity to verify that the purchasing card is being used in accordance with this policy and administrative guidelines. Prices for commonly priced items should be periodically verified to prevent schemes of purposeful price inflation.

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Title	Vol. 44, No. 2 - January 2026 New USE OF DISTRICT TAX EXEMPT CERTIFICATE
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New Policy - Vol. 44, No. 2

6425 - **USE OF DISTRICT TAX EXEMPT CERTIFICATE**

In accordance with Ohio law, the District is exempt from payment of Ohio's retail sales tax. The District seeks to prevent waste by ensuring sales tax is not paid erroneously or unnecessarily due to its tax-exempt status.

Purchases of tangible personal property and selected services made by Federal, State, and local governmental employees are subject to the Ohio sales or use tax. The retail sales tax exemption is not transferable to an individual employee of the District. The exemption applies only when the purchase of goods or services is paid for by the District using its credit card or other authorized District account. Purchases directly made by and charged to the District are considered sales to a public office and are sales tax exempt even if the goods or services are picked up by an employee of the District. Any invoice or bill of sale/receipt should reflect that the purchaser is the District, and the District's credit card or account must be charged. Use of a sales tax-exempt certificate by officials or employees to make purchases for the District will be approved by the Superintendent in advance.

If a District official or employee uses a personal credit card or checking account to make purchases on behalf of the District, the tax-exempt certificate may not be used and sales tax must be paid at the point of sale. Purchases of up to a total amount of five hundred dollars ($500.00) ~~$____ **[ENTER AMOUNT]**~~ made by a District official or employee using a personal credit card or checking account shall be reimbursed in accordance with Board policy and procedures, provided that the purchase is considered to be for a proper public purpose. ~~**[DRAFTING NOTE: The Auditor of State recommends that Board policy include a provision that sets a reasonable maximum dollar threshold. Guidance issued in 2025 includes an example of $500. Bulletin 2025-013]**~~ If the amount of the purchase and sales tax exceeds this threshold, the purchase must be made using the District credit card or account and shall be exempt from sales tax.

If sales tax was erroneously charged by a vendor for a District purchase, the fiscal office will attempt to recover the tax at the point of sale, or file for a refund of the taxed amount with the Ohio Department of Taxation. Erroneous sales tax charges should be reported to the Treasurer promptly when discovered by the official or employee who made the purchase. Failure to adhere to this policy may result in the issuance of a Finding for Recovery.

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Ohio Auditor of State Bulletin No. 2025-013

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Adopted	November 19, 2007
Last Revised	December 9, 2024

6460 - **VENDOR RELATIONS**

The Board of Education shall not enter into a contract knowingly with any supplier of goods or services to this District under which any Board member or officer, employee, or agent of this School District has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which the person is the author and which has been properly approved for use in the schools of this District.

Board members and school personnel shall not accept any form of compensation from vendors that might influence their recommendations on the eventual purchase of equipment, supplies, or services. Furthermore, Board members and school personnel shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, Board members or school personnel who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with the District, or a vendor with whom the District is doing business, whereby an individual board member or member of the school staff receives compensation in any form for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member or member of the school staff receives such compensation, albeit unsolicited, from a vendor, the Board member or school staff member shall notify the Treasurer, in writing, that the staff member received such compensation and shall thereafter promptly transmit said compensation to the Treasurer at the staff member's earliest opportunity.

~~Employee accrual of personal frequent flyer miles, hotel "bonus points", credit card "rewards", or any other reward under such affinity programs (including credit points or rewards directed to non-profit organizations) or other merchant "rewards" programs as a result of a District purchase is strictly prohibited.~~

Employee accrual and use of frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business is permitted, provided that these rewards are earned the same way as members of the public would earn them; and they do not impose additional costs to the District. Such accrual and use shall be in accordance with Policy 6465 - Public Office Award Program.

Nothing herein shall prevent a school employee, who is not in a position to negotiate or authorize a contract with a vendor, from accepting a discount on goods purchased for personal use from a vendor with whom the Board does business (i.e., that has a contract with the Board) provided the vendor (a) extends the same discount to all of its customers and does not limit it to officials and employees of the District, (b) offers a uniform discount to all eligible school officials and employees, without limiting the offer to employees with official duties or responsibilities affecting the vendor's financial interest, and (c) does not offer the discount to school officials and employees in exchange for the performance of their public duties. Board members and/or school personnel who negotiate or authorize a vendor's contract are prohibited from accepting any discount offered by the vendor for the Board member's or school personnel's personal use. Such individuals also shall not suggest that the vendor offer an employee discount as part of the public contract.

All sales persons, regardless of the product, shall make contact with the Superintendent's office before contacting any teachers, students, or other personnel of the School District. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with the policies of the Board on the basis of quality, price, and delivery with past service as a factor if all other considerations are equal.

Requirements for Certain Technology Provider Contracts

Any person or entity who contracts with a School District to provide a school-issued device for student use and creates, receives, or maintains educational records pursuant or incidental to its contract with the District must meet certain requirements as outlined in State law. For the purpose of this policy, the term "school-issued device" includes hardware, software, devices, and accounts that the District or technology provider, at the direction of the District, provides to an individual student for their dedicated personal use.

As a condition of doing business with the District, technology providers who maintain educational records as part of their contract to provide school-issued devices are required to comply with Chapter 1347 of the Revised Code to the same extent that the District is with regard to the collection, use, and protection of the records. Upon discovering that any of the District's educational records are subject to a breach of security, a technology provider must promptly notify the District and provide all of the information that the District needs to notify individuals whose personal information has been compromised as required by R.C. 1347.12. All educational records created, received, maintained, or disseminated by a technology provider remain the sole property of the District. Unless renewal of the contract is reasonably anticipated, all educational records must be returned to the District or destroyed using industry-standard destruction protocols within ninety (90) days of the contract's expiration. Technology providers are prohibited from selling, sharing, or disseminating educational records unless part of a valid delegation or assignment of its contract, or unless State law otherwise authorizes such action. Technology providers may not use educational records for commercial purposes, including for marketing or advertising goods or services to students or parents. Technology providers may use educational records which have been stripped of all personally identifiable information for the purposes of improvement, maintenance, development, support, or diagnosis of its site, services, or operations.

All contracts between the District and technology providers must ensure that appropriate industry-recognized security measures are used to safeguard educational records. Contracts must also include provisions that technology providers will 1) only grant access to educational records to those employees and contractors who need access to fulfill their official duties; and 2) will take measures to restrict unauthorized access of educational records by employees and contractors.

By August 1st each school year, the District will provide parents and students with direct and timely notice by mail, electronic mail, or another method of direct communication of any contracts the District has with a provider of curriculum, testing, or assessment technology that affects a student's educational records. The notice will:

A. identify each curriculum, testing, or assessment technology provider with access to educational records;

B. identify the educational records affected by the curriculum, testing, or assessment provider contract;

C. notify parents and students that they may request an opportunity to inspect a complete copy of any contract; and

D. provide contact information for the school department or employee that a parent or student should direct any questions or concerns regarding any program or activity that allows curriculum, testing, or assessment technology provider access to a student's education records.

Criminal Background Checks

In accordance with State law, Policy 4121, and Policy 8142, a criminal background check is required of any non-teaching employee, including individuals employed by a private company/vendor under contract with the Board to provide essential school services who will work within the District in a position which does not require a license issued by the State Board of Education, is not for the operation of a vehicle for student transportation, but does involve routine interaction with a child or regular responsibility for the care, custody, or control of a child.

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Attorney General Bulletin 2025-012

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Auditor's Bulletin 2000-006

Ohio Ethics Commission Opinion No. 2011-08 (effective Nov. 3, 2011)

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Status	

New Policy - Vol. 44, No. 2

6465 - **AFFINITY, REWARDS, OR OTHER DISCOUNT PROGRAMS**

District officials or employees may use frequent flyer miles, credit card rewards, hotel points, or other rewards earned during official business in their personal life, provided that the rewards:

A. are earned the same way as members of the public would earn them; and

B. do not impose additional costs onto the District.

District officials and employees may only use such rewards in accordance with this policy, and:

A. shall comply with the District's Conflict of Interest policies (Policy 3112/4112) and Ohio Ethics Commission Advisory Opinion 2025-02 to avoid violating criminal laws;

B. are prohibited from choosing a hotel, airline, vendor, or service based on whether it provides frequent flyer miles, credit card rewards, hotel rewards, or other similar rewards program points, or in order to earn such rewards or points for their personal use;

C. are prohibited from selecting an airline, hotel, car rental company, or other vendor to earn reward program points when the expenditure results in a higher cost to the District;

D. are prohibited from earning and keeping rewards program points, credits, or other rewards for booking conference, event, or group travel for District staff;

E. are required to select the lowest reasonable rate for District purchases/expenditures and are prohibited from paying additional costs to earn more rewards program points or credits; and

F. shall comply with the District's internal controls (see Policy 6114), including internal monitoring mechanisms, in order to identify and mitigate risk on noncompliance.

Attorney General Bulletin 2025-012
Ohio Ethics Commission Opinion No. 2025-02

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Legal	Attorney General Bulletin 2025-012 Ohio Ethics Commission Opinion No. 2025-02

FOUR CITIES COMPACT

CAREER-TECHNICAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and among the **Barberton City School District Board of Education** (Summit County) (hereafter referred to as "Barberton"), **Copley-Fairlawn City School District Board of Education** (Summit County) (hereafter referred to as "Copley-Fairlawn"), **Norton City School District Board of Education** (Summit County) (hereafter referred to as "Norton"), and **Wadsworth City School District Board of Education** (Medina County) (hereafter referred to as "Wadsworth"), collectively referred to as "Participating Districts".

WHEREAS, R.C. 3313.90 specifically provides that each school district shall establish and maintain a career technical education program for students enrolled in grades seven through twelve in accordance with standards adopted by the Department of Education and Workforce; and

WHEREAS, each of the above-named Participating Districts' desire to combine and coordinate its resources for the purpose of more effectively providing career and technical education opportunities that could not otherwise be made available without such cooperative effort.

NOW, THEREFORE, it is mutually agreed by the Barberton City School District Board of Education, Copley-Fairlawn City School District Board of Education, Norton City School District Board of Education, and Wadsworth City School District Board of Education, for and on behalf of their respective districts as follows:

1. DEFINITIONS

As used in this Agreement, the following words and terms have the following meanings and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined.

(a) "Administrative Board" means the board established under Section 8 of this Agreement.

(b) "Agreement" means this agreement as the same may be amended, modified or supplemented in accordance with Section 10 hereof.

(c) "Eligible students" mean children who are enrolled in seventh through twelfth grades in a Participating School District (including students who are enrolled in each district pursuant to a Participating School District's interdistrict open enrollment policy), or who are enrolled in the eleventh and twelfth grades in a community school or chartered nonpublic school and whose district of residence is a Participating School District. A homeschooled student whose district of residence is a Participating School District may enroll in career technical programs pursuant to this Agreement only where his or her district of residence's policy governing homeschooling allows for his or her enrollment.

(d) "Participating School District" means a school district in which the board of education is authorized by Section 3313.90 of the Ohio Revised Code to enter into this Agreement, which has by resolution duly approved this Agreement, and whose duly authorized officers shall have signed this Agreement on its behalf and includes any school district which succeeds by law to jurisdiction over all or part of the territory of a former district.

(e) "Fiscal Agent" means the Wadsworth City School District.

2. PHYSICAL FACILITIES

Each Participating School District will make available the necessary physical facilities for the career technical education programs which each will provide under the terms of this Agreement, and which shall comply with applicable standards of the Department of Education and Workforce adopted according to the law and relevant to programs and services for career technical education.

3. CAREER TECHNICAL PROGRAMS

Throughout the term of this Agreement, each Participating School District will provide for all Eligible Students of the Participating School Districts the career technical programs which are available in their respective districts, and which shall comply with applicable standards of the Department of Education and Workforce adopted according to the law and relevant to programs and services for career technical education.

The Parties recognize that other career technical planning districts ("CTPDs") may operate programs that are not available to Eligible Students pursuant to this Agreement. Participating School Districts may facilitate enrollment with other CTPDs that permit non-resident students to enroll in their programs. Likewise, students in other CTPDs may receive career technical education through a Participating School District subject to those entities" policies and practices.

4. RULES FOR STUDENTS IN CAREER TECHNICAL PROGRAMS

The Participating School Districts agree that the provisions in this Agreement pertaining to rules for students participating in the Four Cities Compact's career-technical programing shall be binding and shall override any conflicting provisions contained in a Participating School District's policies and regulations. All non-conflicting Participating School District policies and regulations shall remain in full force and effect.

5. MANAGEMENT AND OPERATION OF CAREER TECHNICAL BUILDINGS, FACILITIES, AND PROGRAM

Subject to the provisions of this Agreement and applicable laws, standards, rules and regulations, each Participating School District shall have full charge of the administration and operation of the career technical buildings, facilities, and program conducted therein. Each Participating School District shall administer and operate the buildings, facilities, and programs within applicable standards of the Department of Education and Workforce adopted according to the law and relevant to programs and services for career technical education. Further, each Participating School District is committed to ensuring that vocational programs remain accessible to all students in accordance with state and federal law, including but not limited to 34 C.F.R. Appendix B to Part 100 ("Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, National Origin, Sex, and Handicap in Vocational Education Programs").

6. PERSONNEL AND OTHER SUPPORT OF OPERATIONS

(a) Personnel of Teaching Staff. Each Participating School District shall hire its own teaching staff to operate the career technical programs described in Section 3 of this Agreement. The Director, however, shall participate in the interview process for teaching positions in the career technical programs to provide input during that process. The employing School

District shall ensure that staff are properly licensed and meet all other state requirements and board policies to be employed in their position.

(b) Employment of Support Staff. In addition, the Administrative Board shall make recommendations for the employment of all other necessary Four Cities Compact office personnel to assist in the operation of the career technical programs provided pursuant to this Agreement, including without limitation a Director, and such personnel shall be employed by the Board of Education of the Fiscal Agent. To assist the Administrative Board, the Director shall make recommendations to the Administrative Board regarding the employment of all necessary Four Cities Compact office personnel (which does not include teaching staff) to assist in the operation of the career technical programs. The costs associated with the employment of Four Cities Compact office personnel, including all wages, benefits and taxes, shall be apportioned equally among all of the participating school districts and the procedures for making payment to the Fiscal Agent for satisfying such costs shall be determined by the Administrative Board. Payment to the Fiscal Agent for satisfying such costs shall be determined by the Administrative Board.

(c) Evaluation of Personnel. Each Participating School District shall evaluate its own teaching staff hired to operate the career technical programs described in Paragraph 3 of this Agreement in accordance with each District's Board-adopted policies and procedures. As employees of each respective Participating School District, the teachers will also be subject to relevant provisions of a Collective Bargaining Agreement, if any. The Participating School Districts shall seek, and the Director shall provide, ongoing input and feedback regarding the career technical programs' teaching staff. The Director shall be annually evaluated by the Fiscal Agent's superintendent, who will gather input from all other Administrative Board members during that evaluation process. The Director shall annually evaluate all of his/her Compact office personnel.

(d) Transportation. Transportation of Eligible Students shall be provided by each Participating School District for students residing in its district at its own expense. However, the Director annually shall make a recommendation to the Administrative Board, and the Administrative Board annual shall review the transportation of Eligible Students to determine if any adjustments to student transportation schedules or providers should be made.

(e) School Calendar. The Participating School Districts are encouraged to work together through the Administrative Board in an effort to coordinate the respective School calendars, subject to school board approval. The Participating School Districts recognize that alignment of school calendars as much as possible results in a better educational experience for Eligible Students.

(f) Insurance. Each Participating District shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense insurance or self-insurance coverage adequate to satisfy its obligations under this Agreement.

(g) Records. All Participating School Districts shall provide access to records and information necessary to support the efforts of the Four Cities Compact and shall cooperate with other Participating Districts to fulfill public and student records requests,

audits, and other operations. Creation, maintenance, and destruction of records shall be governed by the policies adopted by the boards of each Participating School District. Each Participating District shall ensure compliance with any state and federal laws governing records and record security, including but not limited to the requirements of the Family Educational Rights and Privacy Act.

7. **PRIORITY OF PLACEMENT, CAPACITY OF SCHOOL, AND ADDITIONAL FACILITIES**

Each Participating School District shall have the right to place Eligible Students in its district in the career technical programs of the other Participating School Districts pursuant to and in compliance with the placement procedures hereinafter set forth in paragraph (a) of this section and shall proceed with the addition of facilities as provided in paragraph (b) of this section.

(a) Each Participating School District shall have the right to place Eligible Students from its district in the program or programs of other Participating School Districts under the following procedure:

(i) Annually, the Director of the Compact ("Director") shall provide the Administrative Board with his or her recommendation for career technical programs and student places for the following school year to be offered pursuant to this Agreement. The Administrative Board shall review the Director's recommendations and thereafter determine at its discretion the career technical education programs and student places for the following school year with the majority consent of Administrative Board Members (majority consent requires approval by at least three of four Board Members).

(ii) Among the Participating School Districts, the greatest number of enrollment spaces will be offered to Eligible Students residing in the Participating School District where a particular program is operated.

(iii) The Parties will strive to ensure that there is an equitable distribution of students in programs. Where a question of equitable distribution of student places for each Participating School District arises, the Director shall provide the Administrative Board with a recommendation for resolving the issue. After reviewing such recommendation, the Administrative Board shall have authority to resolve any inequities resulting therefrom to the extent reasonable and with such variations as may be consistent with the objective of achieving fairness over the term of this Agreement, including recognition of practical limitations on enrollments from a given Participating School District.

(b) A Participating School District may decide to modify facilities and program design to meet student and program demands. It is contemplated that the cost of capital improvements during the term of this Agreement and any renewal terms shall be borne by the Participating School District incurring the same.

8. **APPORTIONMENT OF OPERATING COSTS**

The annual distribution of student enrollment in the Four Cities Compact, as approved by the Administrative Board, will be the basis for apportionment of operating costs. The aggregate costs of

operation of the career technical education programs for the Participating School Districts shall be determined and computed as follows:

(a) The average cost per pupil for incoming students (i.e., all nonresident students attending a Participating School District's career technical program pursuant to this Agreement) and outgoing students (i.e., all resident students or interdistrict open enrolled students attending another participating School District's career technical program pursuant to this Agreement) will be determined through the use of the Ohio Department of Education and Workforce's Education Management Information System ("EMIS"). Participating School Districts will collaborate to ensure students are properly reported by both the district of residence or district of enrollment for interdistrict open enrolled students; and the district of attendance/district of service. A student's percentage of attendance will equal a total of one when the district of attendance and district of residence or district of enrollment, for interdistrict open enrolled students, are added together, unless the student is attending a community school or chartered nonpublic school. The community school and chartered nonpublic school students shall be included in the average daily membership of the school district of residence as a part-time student in proportion to the time spent in the career-technical program with the proper proportion of that time allocated to the district of attendance through the use of the Ohio Department of Education and Workforce's EMIS. In the event that homeschooled students are deemed "Eligible Students" pursuant to Section 1 paragraph (c), the average cost per pupil will likewise be determined through the use of the same calculations for community school and chartered nonpublic school students.

Participating School Districts are committed to ensuring that programs are accessible to students with disabilities, and that eligible students receive special education and related services in accordance with their individualized education plans ("IEPs") as well as appropriate accommodations and modifications in accordance with a Section 504 plan. A student's district of residence or community school will be responsible for providing or covering the cost of special education and related services in accordance with the student's IEP or Section 504 plan unless otherwise agreed to by the Participating School District. The Participating School District will ensure that appropriate staff have access to IEPs and Section 504 plans, and are equipped to provide accommodations and modifications in accordance with the IEP or Section 504 plan. Students who are enrolled in a nonpublic school district are not eligible for services under an IEP, but may be eligible to receive support under a Section 504 plan. The cost of improvements to buildings or grounds will be the responsibility of the Participating School District that operates the program.

(b) The determination and tracking of operating costs for the Four Cities Compact are the responsibility of the Fiscal agent. All costs associated with the operation of the Director and his/her office/staff will be accounted for by the Fiscal Agent. The Fiscal Agent in cooperation with the Director and the Administrative Board will periodically bill the Participating School Districts one fourth (1/4) of the cost to operate said office. Further, the operation costs of the compact may be supplemented through compact grants.

(c) The Fiscal Agent will charge an administrative fee to be paid equally by the Participating School Districts of three percent (3%) of the operating costs of the compact.

(d) Each Participating School District is responsible for hosting and funding their programs and making them available to the other Participating School Districts.

(e) The applicable board of education policy for each school district will govern the waiving of career technical course-related student fees for consumable supplies or materials for enrolled students who qualify for free or reduced lunch under the National School Lunch Program. Waived fees shall be assumed by the Participating School District that is providing the career technical program. Course-related student fees for non-consumable items that will be kept by the students, such as uniforms, tools and similar items will be charged to the enrolled student by the Participating District that is providing the career technical program.

9. **ADMINISTRATIVE BOARD**

The chairperson of the Administrative Board shall serve for a one-year term with such term commencing on August 1 of each year. The office of the chairperson shall be rotated among the superintendents of schools of each Participating School District beginning with Barberton, followed by Copley-Fairlawn, Norton, and Wadsworth, and then back through the same order so long as this Agreement is in effect. The Director is not a member of the Administrative Board; however, the Director shall provide to the Administrative Board recommendations for issues impacting the Compact, including without limitation those issues specifically delineated in the Agreement.

Regular meetings of the Administrative Board shall be held at least annually. The Administrative Board shall adopt rules governing the time, place, and conduct of the meetings including an initial annual meeting to be held in August or September. The initial annual meeting shall be held in person unless otherwise agreed to by all members. Other meetings may be held at a mutually agreeable location in person, or alternatively may be held virtually. Meetings may be called with a twenty-four (24) hours written notification by any member or the Director. The Director may also participate in such meetings as an attendee to provide input and to make recommendations to the Administrative Board, but he/she shall not have the authority to vote.

A superintendent may send a designee to the meeting if they are unavailable. The designee shall have full voting rights in any meeting. The affirmative vote in writing or otherwise shall be by a majority of the members of the Administrative Board (majority vote requires approval by at least three of four Administrative Board Members) shall be sufficient for any purpose except as otherwise provided in this Agreement. If for any reason the superintendent of schools from a Participating School District is unable to attend a meeting, such superintendent shall designate a representative to act on behalf of said superintendent.

10. **STATE AND FEDERAL GRANT ASSURANCES**

The Participating School Districts hereby agree and certify that they will comply with regulations, policies, guidelines, and requirements for receipt of state or federal grants.

11. **AMENDMENTS**

This Agreement may be modified, amended, or supplemented in any respect upon approval of such modification, amendment or supplement by the boards of education of all four (4) of the Participating School Districts and such amendment, modification or supplement shall thereupon become binding upon all Participating School Districts; provided, however, that no Participating School District shall, without its consent, be obligated to increase its number of career technical programs. This Agreement and all modifications, amendments, or supplements shall be submitted to the Ohio Department of Education and Workforce as required by law.

12. **TERM OF AGREEMENT**

This Agreement shall continue in force and effect from July 1, 2025 through June 30, 2030 and shall be renewable thereafter upon mutual consent of all the Participating School Districts for additional periods of no less than five years each. If a Participating School District wishes not to renew, that District must provide written notice of the intention to not renew the Agreement to all other Participating School Districts at least eighteen (18) months prior to the expiration of the Agreement.

13. **EFFECTIVENESS AND COUNTERPARTS OF AGREEMENT**

This Agreement shall become effective upon its approval by the Boards of Education of all four of the Participating School Districts. This Agreement may be signed in separate counterparts on behalf of anyone, or more than one, of the Participating School Districts, without necessity for any one counterpart to be signed on behalf of all the Participating School Districts, and all such separately signed counterparts shall be filed with the superintendent of the Wadsworth City School District and shall together constitute one Agreement.

14. **MISCELLANEOUS**

(a) Notice. Any notice to a Participating School District required to be in writing shall be deemed given if delivered to the office of the superintendent thereof, deposited in the United States mail, postage prepaid, by registered mail addressed to such superintendent at his office, or via electronic mail.

(b) References. Any references herein to the State Board of Education, Ohio Department of Education and Workforce, or any division thereof, Superintendent of Public Instruction or to other offices established by statute, shall include reference to any such board, department, or office regardless of subsequent statutory change of name or title and shall include reference to any board, department, other public body or officer as shall succeed to the relevant functions by reason of any statutory change.

(c) Governing Law. The laws of the State of Ohio shall govern this Agreement with venue in the United States District Court, Northern District of Ohio or Summit County, Ohio.

(d) Severability. If any provisions of this Agreement are held, rendered, or otherwise determined invalid or inoperative or unenforceable under law, the remaining provisions of this Agreement shall continue in full force and effect.

(e) Counterparts. This Agreement may be signed by the Parties hereto in counterparts and, taken, together, shall constitute one and the same Agreement.

(f) Binding Effect. This Agreement shall not be binding until adopted by each Board of Education in public session and executed by the parties.

IN WITNESS WHEREOF, the undersigned officers of the respective school districts upon being authorized by resolution of the board of education thereof, duly adopted on the date referred to below their

respective signatures, have on behalf of their respective boards of education signed this Career-Technical Cooperative Agreement on the date indicated below their respective signatures, but effective as of the day and year first above stated.

BARBERTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Board President

And _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

NORTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Board President

And _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Board President

And _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Board President

And _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 20th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, 9.02 D., Preparation Time, states the following:

"*1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:*

a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

b. Intermediate – There will be two-hundred eighty-five (285) minutes per five-day work week. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each member. Minutes per work week, minutes per day and minutes per minimum planning segment may be altered due to a modified schedule.

c. Middle School – One (1) regular class period.

d. Senior High School – One (1) regular class period."

NOW, THEREFORE, the Board and the Association agree as follows:

1. In regard to the Grizzly Academy, the hours in a school day for students in the Academy are reduced when compared to the hours in a school day for students in our traditional schools. As a result, there is a need to allow for more flexible scheduling of teacher schedules because the teacher workday will remain at seven (7) paid hours and a thirty (30) minute unpaid lunch.

2. As the team of educators at the Grizzly Academy continue to work through how to best set the student and teacher schedule for the 2026-2027 school year, preparation time may occur outside of the student day but within the teacher workday, provided all other provisions of 9.02 D., as written above and found in the *Negotiated Agreement*, are followed.

3. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year beyond the 2026-2027 school year.

4. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____

Patti Back, WEA Co-President

_____

Rob Earle, WEA Co-President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 20th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

NOW, THEREFORE, the Board and the Association agree as follows:

1. For purposes of salary schedule placement, a bargaining unit member who has previously been employed by the Board and has taken service retirement under an applicable state retirement system (known hereunder as a previously retired employee or "PRE") will be placed in the appropriate column based upon their education (e.g. BA, BA 150) at zero (0) years experience. The PRE shall remain at the initial placement step for the remainder of his or her employment with the Board. The PRE must have retired from all of his/her positions to be eligible for this provision.

2. PRE's shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without the requirement for any performance evaluation and without any requirement of notice (written or otherwise) of non-renewal.

3. PRE's may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

4. For purposes of layoff, PRE's shall not accrue seniority and shall have no right of recall in any position.

5. PRE's shall not carry over any accumulated and unused sick leave from prior employment within the Wadsworth City School District.

6. Once employed as a PRE, a member shall have no further eligibility for any retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRE.

7. PRE's shall not be eligible to participate in the Board's insurance program offered to Association members under Article VII, Group Insurance, unless they are ineligible to participate in the applicable state retirement system's health plan. If, however, a PRE is eligible for coverage under a health plan provided by his/her spouse's employer or retirement plan (either with or without premium contributions), he/she shall remain ineligible under the District plan. PRE's who are ineligible for District coverage under this section are not permitted to participate in the District plan at their own expense.

8. Prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired. Re-employment of previously retired employees is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRE shall not be subject to the grievance or arbitration provisions of this Agreement. PRE's are not given any consideration in the filling of vacancies.

9. Except as otherwise modified or limited by the provisions of this memorandum of understanding (either expressly or implied), PRE's shall have the same rights and responsibilities as other bargaining unit members.

10. All employment of PRE's shall be subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position.

11. The parties intend for the provisions of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. These include, but are not limited to, ORC Sections 9.90, 9.901, 124.39, 3317.12, 3319.081, 3319.083, 3319.141, and 3319.172.

12. This Memorandum of Understanding shall be in effect through August 16, 2027 and shall not be utilized in any manner to establish a precedent or practice in any future school year.

13. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____
Rob Earle, WEA Co-President

_____
Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth City School District Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 16th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, 9.03C Meetings Outside the Workday details the following in relation to evening meetings;

"*Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. Part-time classroom teachers who opt to work beyond their contracted hours will be compensated at curriculum rate for time worked over their normal hours. The part-time classroom teacher must submit a timesheet to his/her principal for any hours worked beyond their scheduled day in order to be compensated.*

1. *School Counselors will not be required to attend more than five (5) evening meetings per school year.*

2. *Tutors required to work evening meetings will be paid their hourly rate. The tutor must submit a timesheet to his/her principal for all hours worked.*"

NOW, THEREFORE, the Board and the Association agree as follows:

1. For the 2026-2027 school year, and excluding Grizzly Academy, the parent and student orientation for kindergarten will occur on Tuesday, August 25, 2026, which is the seventh teacher workday of the new contract year. This flexibility is agreed to in order to allow for KRA testing and to provide additional time to determine which teacher each kindergarten student is assigned to. The kindergarten teacher schedule will be as follows:

    - Monday, August 17: Per the terms of the *Negotiated Agreement*;
    - Tuesday, August 18: Per the terms of the *Negotiated Agreement*;
    - Wednesday, August 19: Per the terms of the *Negotiated Agreement*;
    - Thursday, August 20: Assistance with students starting first grade and KRA testing;
    - Friday, August 21: KRA testing;
    - Monday, August 24: KRA testing; and
    - Tuesday, August 25: Open house in the evening.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____

Rob Earle, WEA Co-President

_____

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 25th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix D of the Agreement details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. For the 2025-2026 and 2026-2027 seasons of Esports, the high school head coaches will be paid a supplemental contract of eight percent (8.0%) of the base teacher salary and the middle school head coaches will be paid a supplemental contract of seven percent (7.0%) of the base teacher salary. Due to the unique structure of the Esports season, there will be two (2) supplemental contracts issued at each level for each school year, with the amount of time spent during the school year split equally between each supplemental contract holder at each level unless the same person is given both contracts at a given level. The number of supplemental contracts issued per school year at each level is consistent with the number of supplemental contracts issued under the first MOU on this topic during the 2024-2025 school year.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice beyond the 2026-2027 school year.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____
Rob Earle, WEA Co-President

_____
Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 24th day of February 2026, pursuant to Articles VIII and XIII of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District"); and, whereas Article 8.01, Sick Leave, states, in part, the following:

"*Members shall accrue sick leave at (1 1/4) times the average scheduled hours worked per week divided by five (5). Sick leave shall be charged as it is used in minimum increments of one quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. Members in the transportation series will be charged leave to the minute used, not in one quarter (1/4) hour increments. The State mandated accumulation of fifteen (15) days per year remains in effect. A member shall receive notification of his/her accumulated sick leave with each pay. A member who has not yet accumulated sufficient sick leave or who has exhausted sick leave and personal leave shall be credited up to five days of sick leave.*"

WHEREAS, Article 8.02, Personal Leave, states, in part, the following:

"*F. Increments*

Personal leave may be taken in minimum increments of one-quarter (1/4) hours. Members in the transportation series will be charged leave to the minute used, not in one-quarter (1/4) hour increments." and

WHEREAS, Article 13.01, Annual Route Selection, states the following:

"*13.01 Annual Route Selection*

A. Drivers will be allowed to select their route (defined as the combined a.m. run and p.m. run) according to classification seniority. The routes available for selection will be made available at least two (2) days prior to route selection, with the understanding that the final routes that will be available for selection may change at any time prior to route selection. Route selection will occur five (5) days prior to the first scheduled student day on the Board of Education approved school year calendar (if there are different student start dates for different grade levels, the first student start date is the date the route selection day is based upon). Drivers will have the ability to bid on a route that may open during the school year but a driver moving to a different route during a school year will not trigger the posting period outlined in Article X. Each driver will be paid two (2) hours for the selection process, reviewing the schedule, fueling and inspecting the bus, or other duties as assigned.

B. Personal leave, sick leave and holiday pay will be based upon the route established at the beginning of the school year. In the absence of any unique circumstances, the final route times will be "established" by October 15 and personal leave, sick leave and holiday pay will be based on the established routes. Any adjustments in

established routes after October 15 (e.g., more than a temporary change in hours) will result in a corresponding adjustment to the member's sick leave, personal leave and holiday pay.

C. A driver hired into a float position (float position is defined as not assigned to a regular route but fills in where an opening occurs each day) is not eligible to participate in the annual route selection unless a vacancy occurs and the driver is awarded the open position through the bidding and selection process outlined in Article X."

NOW, THEREFORE, the Board and the Association agree as follows:

1. For transportation employees, beginning on July 1, 2026, time will be paid and leave will be taken in one-quarter (1/4) hour increments, based upon the established routes created and bid upon, per Article 13.01, Annual Route Selection. Extra time and/or overtime will be paid for actual minutes worked, as Time Clock Plus will be set up to not round to the nearest one-quarter (1/4) hour when a transportation employee clocks out from his/her shift.

2. It is understood that beginning on February 24, 2026, if a transportation employee completes his/her established route before the end time established under Article 13.01, the employee may clock out early without using allowable leave if the employee does not have other job responsibilities to complete and the Transportation Supervisor approves. Under this provision, the transportation employee will be paid for actual time worked.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA	**For the Wadsworth City School District Board of Education**
_____	_____
Alex Zelovic, President	**Andrew J. Hill, Ed.D., Superintendent**
	Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 20th day of February 2026, pursuant to Articles II, VII and X of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District"); and, whereas Article 2.03, Full-Time/Part-Time states the following:

"*A. Full-time members shall be those who are contracted to work one thousand two hundred fifty (1,250) hours or more in a work year.*

B. Part-time members shall be those who are contracted to work less than one thousand two hundred fifty (1,250) hours in a work year.

C. Any member who was considered full-time by virtue of working six (6) hours or more per day and contracting to work a minimum of one hundred eighty-seven (187) days/or more work a year as of June 30, 2003, will continue to be eligible for all benefits provided to full-time members." and

WHEREAS, Article VII details the provisions of Group Insurance; and

WHEREAS, 10.06, Additional Jobs, states the following:

"*Qualified part-time members may bid on a second part-time job ("additional job") without giving up their current job, provided (1) the additional job does not in any way conflict with performing current job duties and (2) total weekly hours will not exceed 40 hours per week. Bids for additional jobs are subject to Article X. In determining whether a current job may conflict with an additional job, the administration may consider not awarding the position due to potential variation in schedule as well as customary extra time and overtime needs. Hours worked in an additional job outside of the member's current job classification will not count toward calculating the one thousand two hundred fifty (1,250) hours required to be a full-time employee.*"

NOW, THEREFORE, the Board and the Association agree as follows:

1. For the period of July 1, 2026 through June 30, 2027, hours worked in an additional job outside of the member's current job classification will count toward calculating the one thousand two hundred fifty (1,250) hours required to be a full-time employee, thus making members in this situation eligible for the Group Insurance detailed in Article VII.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice beyond June 30, 2027.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____

Alex Zelovic, President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

Wadsworth Education Association

Tentative Agreement

February 23, 2026

1. One-year rollover of the collective bargaining agreement. All language, terms, and conditions remain the same.

2. No opening on wages or insurance.

3. Addition of high-deductible health plan option for health insurance. *Please see attachment.

4. One-year extension of all pertinent memorandums of understanding. *Please see attachment.

5. The base salary remains at the amounts listed in the Agreement for the 2025-2026 school year.

6. Step increases are given in the 2026-2027 school year in accordance with the Agreement.

7. The parties will return to the bargaining table in the spring of 2027.

_____ _____

Patti Back Date

_____ _____

Rob Earle Date

_____ _____

Dr. Andrew Hill Date

_____ _____

Douglas Beeman Date

NEGOTIATED AGREEMENT

Between the

WADSWORTH EDUCATION ASSOCIATION

and the

WADSWORTH BOARD OF EDUCATION

July 1, 2023 - June 30, ~~2026~~ 2027

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PREAMBLE

This Master Agreement (hereinafter referred to as the "Agreement") made and entered into by and between the Wadsworth City Board of Education (hereinafter referred to as the "Board") and the Wadsworth Education Association/Ohio Education Association (OEA)/National Education Association (NEA) (hereinafter referred to as the "Association") this 14th day of February, 2023, sets forth all agreements of the parties, and supersedes all prior written and oral understandings.

ARTICLE I. RECOGNITION

1.01 TERMS OF RECOGNITION

A. Recognition Defined

The Board recognizes the Association as the sole and exclusive representative of the bargaining unit defined in Section 1.01B, below.

B. Bargaining Unit Defined

1. The bargaining unit represented by the Association shall consist of all regular certificated/licensed personnel on an annual salary under a written teacher's contract now or subsequently employed by the Board (including the position Literacy Coach and psychologist), except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Preschool Supervisor/Psychologists, and other administrative or supervisory personnel. Also included in the bargaining unit are: full-time and hourly small group teachers and tutors who are required to hold a certificate/license and required to work on site during the workday and work year per Sections 9.01 and 9.02, herein.

2. For the purpose of this Section, "other administrative or supervisory personnel" shall include any employee having the authority to hire, transfer, assign, promote, discharge or discipline a bargaining unit member, or having the responsibility to make recommendations thereon, except in regard to a supplemental contract on Appendix D where a Head Coach may make a recommendation(s) regarding an Assistant Coach without affecting the Head Coach's bargaining unit status.

1.02 WITHDRAWAL OF RECOGNITION

Recognition of the Association shall continue until it is withdrawn or a new bargaining representative is selected pursuant to Ohio Revised Code (O.R.C.) 4117.

ARTICLE II. NEGOTIATING PROCEDURE

2.01 GOOD FAITH NEGOTIATIONS

"Good Faith" negotiation, as provided for in this Article includes, but not by way of limitation, reasonable positions on bargainable issues; an indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional, or administrative judgment in setting forth, evaluating or declining to agree to proposals; a search for counterproposals to proposals not accepted; refraining from unexplained changes in position; and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession. Representatives of the Board and the Association shall participate in negotiations freely, without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation participation or to failure to reach agreement in the course of negotiations.

2.02 TIMETABLE FOR NEGOTIATIONS

A. Notice of Intent to Open Negotiations

Unless a new bargaining representative is elected pursuant to Article 1.02, either party to this Agreement desiring to negotiate items which are proper subjects of negotiations, will notify the other party in writing. Such notice shall be given during the week containing March 1 of the year in which this Agreement expires. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the Association President. Monday is considered the first day of the week.

B. Initial Meeting

Within ten (10) days after receipt of such notice, but not later than the tenth (10th) day of March of the year in which this Agreement expires, an initial meeting will be held at which each party will submit in writing its proposal(s) with specific desired contract language, and thereafter additional items shall not be submitted by either party unless the other party consents thereto. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this Article and shall be disregarded.

C. Mediation

1. If agreement is not reached by June 1, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist them. Mediation conducted under the auspices of the FMCS shall continue until the expiration of the Agreement, and if the parties mutually agree, may continue thereafter.

2. The mediation procedure set forth in this Section constitutes the parties mutually agreed upon exclusive settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. Section 4117.14.

The Association reserves the right to strike under O.R.C. 4117 after expiration of the Agreement and providing it gives ten (10) days written notice in a manner and form required by O.R.C. 4117.

2.03 NEGOTIATION MEETINGS

A. Time of Meetings

Meetings shall be scheduled at reasonable intervals, places and times as agreed to by both parties.

B. Frequency of Meetings

1. Negotiation meetings shall be scheduled at the request of either party and, until negotiations are concluded, either party may require, at each meeting, decision on the date, time, and place of a subsequent meeting.

2. When unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.

C. Attendance at Meetings

1. Representation at all negotiation meetings shall be limited to six (6) representatives of the Board which includes the Board's legal counsel and six (6) representatives of the Association which includes the OEA Labor Relations Consultant. All negotiations shall be conducted exclusively between said negotiating teams.

2. In addition to the representatives provided for above, each party may, at its discretion, have up to one (1) observer present. Association observers shall be Association members, and Board observers shall be Board members or Board supervisory or administrative employees. Other persons shall not be observers unless both parties consent.

3. Negotiation meetings shall be closed to the press and the public.

D. Caucuses

Either party may recess for caucuses of reasonable length at any time.

2.04 ASSISTANCE AND STUDY COMMITTEES

A. Consultants

Either party may call upon professional and lay persons (consultants) to consider and make suggestions concerning matters under discussion. The expense of said

consultant(s) shall be borne by the party requesting same. Said consultant(s) may be questioned during the negotiating session by either party.

B. Committees

The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties creating the committee(s).

2.05 EXCHANGE OF INFORMATION

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue(s) under negotiation and not privileged by law. The expense of providing such information shall be borne by the party requesting it and such party shall initial for receipt of the requested items.

2.06 NEWS RELEASE

Either party may issue news releases once a mediator is requested.

2.07 ALTERNATIVE NEGOTIATIONS

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternative negotiations procedure (e.g., Interest Based bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules, including meeting dates, will be established. The ground rules shall supersede any conflicting provisions under this Article.

2.08 AGREEMENT

A. Tentative Agreement

Tentative agreement on negotiation items shall be reduced to writing and initialed by a representative of each party when the tentative agreement is reached.

B. Final Tentative Agreement

Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the Association membership for ratification. Upon approval by the Association, the tentative agreement shall be submitted to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as policy of the Board.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 GRIEVANCE DEFINED

A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

A grievance shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator hearing the grievance has authority to make a decision.

3.02 RIGHT OF THE INDIVIDUAL

A. Representation

1. A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by no more than two (2) Association representatives, its affiliates and/or OEA counsel.

2. Nothing contained herein will be construed as limiting the right of a bargaining unit member having a problem to discuss the matter informally with an appropriate member of the Administration, and to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and state its views. Such resolution of a grievance shall not be considered precedent binding on the Association in future grievances. Any time a grievance proceeds beyond the first level, it is recommended that a bargaining unit member have a representative present.

B. No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any Board member or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

3.03 RIGHTS OF THE ASSOCIATION

A. Notice of Decisions

Decisions rendered at each level will be made in writing on the forms hereto attached, setting forth decision(s) and the reason(s) therefore, and will be transmitted promptly

to the grievant, the Association President and the Administrator against whom the grievance was filed.

B. Class Action Grievance

A grievance seeking specific relief for more than one (1) bargaining unit member may be filed by the Association on behalf of all affected bargaining unit members. The identity of those individual members allegedly affected will be disclosed to the administration no later than Step III.

C. Withdrawal of Support

Before the grievance is taken to the next level, the Association has the option of withdrawing its support. However, the grievant may continue to process the grievance through Level III, provided the procedural steps outlined in this Agreement are followed.

3.04 TIME LIMITS

A. Maximum Limits

The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by agreement of the parties.

B. Date of Formal Filing

If a written grievance (Level II) is not filed within thirty (30) days after the act or condition(s) giving rise to the grievance is known, the grievance shall be considered waived.

C. Failure to Appeal

If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that level and further appeal shall be barred.

D. Failure of Administrator to Respond

Failure at any level of an Administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

E. Recess Period

1. In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits based on calendar days until resolution of such grievance.

2. The Association representative handling the grievance and the Superintendent may mutually agree to extend any or all steps to a time

certain. If the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to such extension.

3. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring Recess, further attempts at resolution shall be postponed until the return to school following the Recess. However, the Association President and the Superintendent or, if the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to process the grievance during the Recess. The parties shall so agree when irreparable injury would result from a postponement.

3.05 HEARINGS

A. Time of Hearings

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

B. Structure of Hearings

All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded the parties. Each hearing shall have provision for: initial presentation by the grievant's case, presentation by the Administration of the Administration's case, cross-examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any and all of the foregoing.

3.06 PROCEDURAL STEPS

A. Level I (Initial Discussion)

If a bargaining unit member believes there is a basis for a grievance, he/she must first discuss the matter with his/her Principal or Immediate Supervisor in an effort to resolve the problem. During the meeting, the member will advise the Principal or Immediate Supervisor that the discussion is intended to be a Level I grievance meeting.

B. Level II (Supervisor)

1. If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her Principal or Immediate Supervisor within thirty (30) days as prescribed in Section 3.04 (B), above, he/she may begin the procedure by submitting the written grievance on the form attached hereto, (Appendix A), to his/her Principal or Immediate Supervisor with a copy to the Association President.

2. Within seven (7) days of receipt of the form, the Principal or Immediate Supervisor shall render a written decision. The decision reached at this time will be recorded in Level II of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

C. Level III (Superintendent)

1. If the grievant is not satisfied with the results of Level II, he/she may, within seven (7) days of receipt of the Level II decision, continue the procedure by submitting the written grievance to the Superintendent/designee with a copy to the Association President.

2. Within fourteen (14) days of receipt of the form, the Superintendent/designee shall render a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

D. Level IV (Arbitration)

1. If the grievant is not satisfied with the Level III decision, the Association ONLY, may demand a hearing by an arbitrator by filing a written demand for arbitration with the Treasurer not later than fourteen (14) days after receipt of the Level III decision.

2. Within seven (7) days of the filing of the arbitration demand, the Board and the Association, shall either select an arbitrator by mutual agreement or the Association will petition the American Arbitration Association (AAA) to provide a list of names from which an arbitrator shall be selected. The cost of the arbitrator, cancellation fees, and the fees of the AAA shall be shared equally by the Board and the Association.

3. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement, and the arbitrator is prohibited from making a decision contrary to law as determined by a Court of competent jurisdiction. The Voluntary Labor Arbitration Rules of the AAA shall govern the arbitration process.

ARTICLE IV. EXCLUSIVE ASSOCIATION RIGHTS

4.01 RIGHT TO PAYROLL DEDUCTION OF DUES

A. Authorization for Deduction

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from said individual's wages the prescribed amount for the Association dues.

2. The enrollment period for such deductions shall be from August 1 to August 31, each year.

B. Length of Authorization

1. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer with a copy to the Association President.

2. The balance of the annual deduction shall be deducted from the final paycheck of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after the date the Treasurer's office receives the authorization in any school year during the duration of this Agreement.

C. Schedule of Deductions

The deductions for all employees shall be made in equal two-week installments beginning in October or November and ending in June, consistent with the schedule for employees on the twenty-one (21) pay plan.

D. Transmittal of Deductions

Deductions so made shall be immediately forwarded to the bank of the Association's choice.

E. Ohio Fund for Children & Public Education (OFCPE)

Payroll deduction in even dollar amounts of at least One Dollar ($1.00) per deduction for the Ohio Fund for Children & Public Education (OFCPE) shall be made for any bargaining unit member who submits written authorization for such deduction. Deductions shall be made on the same equal installment schedule as the Association dues deductions. Transmittal of the total amount shall be immediately forwarded in the self-addressed stamped envelope provided by the Association.

4.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS

A. Leave to Conduct Association Business

The Board shall grant up to twenty (20) days leave per school year to conduct the business of the Association. Notice of intent to use Association business leave shall be provided by the bargaining unit member by completing and delivering to his/her immediate supervisor the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make advance notice impracticable, the member shall notify his/her immediate supervisor of the intent to use Association business leave as soon as practicable. The Association President shall sign off on all Association leave requests before the leave will be granted. (See Appendix K)

B. Release Time for Association President

In the event of a President:

1. If the Association President is assigned to grades seven through twelve (7-12), he/she shall receive one (1) additional planning period during the student day each day to conduct Association business. The Association President may be expected to cover a class or duty during this time, but only as a last resort.

2. If the Association President is assigned to grades Pre-K through six, the Association President shall meet with the Administration to write a Memorandum of Understanding that will provide release time for the President (comparable to (B) (1) above) where the President will be free of all work related responsibilities to conduct Association business, and also minimize disruption to the school day. The Association President may be expected to cover a class or duty during this time, but only as a last resort.

In the Event of Co-Presidents:

Each Co-President will receive a minimum of thirty-five (35) minutes of additional planning time during each student day that will be free of all work-related responsibilities to conduct Association business. The minutes will be in increments of no less than fifteen (15) minutes. Each Co-President may be expected to cover a class or duty during this time, but only as a last resort.

C. Access to Building to Conduct Association Business

Duly authorized representatives of the Association and its affiliates may transact business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall the Association business in any way interfere with scheduled student/teacher, parent/teacher, or administrator/teacher conferences. All visitors, including Association representatives, must report to the Building Office before transacting business.

D. Early Dismissal to Attend Association Meetings

1. An Association Executive Committee member shall be free to leave his/her building five (5) minutes after the last pupil dismissal in the District on the date of the regular monthly meeting of the Executive Committee.

2. When the dismissal time can be established, and the monthly meeting dates are set, the Association President shall distribute a copy of the schedule and the names of the bargaining unit members involved to building administrators and the Superintendent.

E. Association Building Advisory Committee

At each building there will be an Association Building Advisory Committee that is comprised of the Association building representatives plus the building administrator(s). The Association Building Advisory Committee will meet no less than once per month during the regular school year (September-May) to review and discuss building concerns and practices. These meetings will be conducted at mutually agreeable times and locations.

F. Labor Management Committee (LMC)

1. The purpose of the Labor Management Committee is to foster communication on all matters of concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The Committee shall consist of no more than one (1) bargaining unit member from each building, appointed by the Association President and three (3) members from the Administration, unless the parties mutually agree that additional representatives may attend a specified session.

2. The meetings of the LMC are intended to be informal in nature in order to maintain an atmosphere of free exchange of ideas and concerns. The minutes of meetings shall be approved by the Superintendent and Association President prior to publication.

3. There shall be regular monthly scheduled meetings of the LMC. In addition, either party may request that the LMC meet to discuss matters of imminent concern. The LMC shall not reach consensus on issues unless the Superintendent and Association President are in attendance.

4. The LMC does not replace the grievance process.

4.03 RIGHT TO INFORMATION

A. Agenda and Minutes of Board Meetings

The Association will be provided with one (1) electronic copy of minutes of official meetings of the Board and all other documents related to all matters that are distributed to Board members at official meetings, as soon as possible after such meetings. A copy of the official agenda of the meeting, and any other related attachments, will be given to the Association in advance of said meetings.

B. Newly Employed Bargaining Unit Member

1. The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.

2. An Agreement will be given to each new bargaining unit member by the administration prior to the first new teacher professional development day. Members hired after the first in service day shall receive an Agreement upon the earlier of (1) the first day of work, or (2) the date of Board action. The Board will provide the Association with a list of newly hired employees' names and addresses no later than two (2) weeks prior to the start of the school year and/or at other times when new members are hired.

C. Legislatively Required Professional Development

The administration will inform new bargaining unit members of their requirement to participate in legislatively required professional development.

D. Retiring Bargaining Unit Member

The Association will be provided with the name and address of a retiring bargaining unit member as soon as such information is available.

E. Board Policy

A copy of the current written policies of the Board will be provided to the Association President upon request. They are also accessible via the District web page.

4.04 RIGHT TO USE SCHOOL BUILDINGS AND FACILITIES

A. Buildings

1. Upon request, the Association or any committee thereof shall have the privilege of using school buildings and facilities for lawful professional purposes on days school is in session.

2. The Association may also use school duplicating equipment at its cost.

3. However, the Association shall not use school buildings, facilities, or equipment at times or in a manner which would interfere with educational or other scheduled activities.

4. The Board will provide office space for the Association President in school facilities. If space is available, the office will be located in the building to which the Association President is assigned to work.

5. A telephone may be installed in the office at the Association's expense.

B. School Mail

1. The Association will have the right to place notices, circulars and other material in the mailboxes of all bargaining unit members.

2. The Association will have the right to use the interschool mail system to distribute materials of the type described above.

4.05 RIGHT TO INVOLVEMENT IN CURRICULUM PLANNING

A. Evaluation of Programs

The Association will assist the Superintendent in evaluating present and future programs.

B. Courses of Study/Textbook Selection

Participating in textbook selections, helping to design, select and update courses of study, typically on a five (5) year cycle, and doing proper daily planning to implement same are recognized as integral parts of the teaching job. The Administration is to provide the necessary leadership in all phases. If courses of study are revised more frequently than once every five (5) years, Section 4.05C, below, will apply.

C. Curriculum Meetings

Those bargaining unit members required to work on curriculum revision will be reimbursed at a rate equal to the hourly rate of an individual at the BA second step (BA-1), for the time worked with Administration approval outside of the normal workday. Volunteers will be solicited before members are required to perform curriculum work. The Association shall appoint no more than two (2) members per curriculum revision, with the appointed members meeting the criteria for the committee. No teacher will be required to participate in more than one (1) curriculum revision per year. The group doing the particular revision will collectively decide when such meetings will be held, provided that the Administration may require meetings to be scheduled so as to ensure timely completion of the work. The Association will receive a list of those members who volunteered to serve and those who are on the committee.

4.06 RIGHT TO PLAN PROFESSIONAL DEVELOPMENT

The Board allocates one (1) of the three (3) "allowable" professional development dates to the Association to plan and implement educational oriented professional improvement programs, if it so desires. The plan would include cost estimates and must have prior Board approval. The Association must declare in writing, to the Superintendent by January 15 of each year, its intention to utilize a professional development day for the following school year. The dates of professional development days will be determined by the Board by calendar adoption. At its discretion, the Association will defer the planning and

implementation of its one (1) allocated professional development day to the Professional Development Committee.

4.07 TEACHER PROFESSIONAL ORGANIZATION STIPEND

The Association president(s), vice president, secretary, treasurer and negotiations team will be paid a stipend by the Board as identified by the Association. The Association shall notify the Treasurer in writing of the names of the persons serving in these positions by October 1 of each year. The Association shall reimburse the Board for the cost of the stipends, Medicare, Workers Compensation, and any applicable retirement costs.

ARTICLE V. SALARIES AND REIMBURSEMENTS

5.01 SALARY SCHEDULE

A. Salary

A bargaining unit member shall be paid at the rate determined by his/her proper placement on the Teachers Salary Schedule (Appendix C).

B. Initial Placement on the Salary Schedule

Initial placement on the salary schedule shall be according to the following statements:

1. No more than ten (10) years of experience can be granted in any combination of the following items (Article 5.01 B 2-8), except where the Administration determines the position is highly competitive or difficult to fill with a highly qualified licensed teacher.

2. All years of teaching service as a certified teacher in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days of teaching.

3. All years of teaching service as a certified teacher in another public school in Ohio with each consisting of at least one hundred twenty (120) days of teaching.

4. All years of teaching school as a certified teacher in a non-public school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days of teaching or substituting.

5. All years of active military services in the armed forces of the United States, to a maximum of five (5) years.

6. All years of tutoring in the District or another public school district in Ohio. A year is defined as at least seven hundred twenty (720) hours of service. (Several years can be combined to equal seven hundred twenty (720) hours, but not more than one year can be granted for any single school year.)

7. All years of service up to five (5) years in a chartered school or institution or in a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a certified teacher, with each year consisting of at least one hundred twenty (120) days.

8. All years of substitute service up to five (5) years in the District or another public school in Ohio consisting of at least one hundred twenty (120) days in one district for each year of credit granted.

9. All credit courses and degrees earned by a bargaining unit member likewise shall be considered in placement on the salary schedule.

C. Initial Placement on Salary Schedule for Career Technical Education Teachers with No Previous Teaching Experience

For Career Technical Education Programs, if the teacher candidate has worked directly in the career field that will be taught and does not have prior teaching experience, no more than ten (10) years of experience can be granted for employment in the career field directly related to the career technical education program the teacher is being hired to lead (this provision is in lieu of *Negotiated Agreement* Section 5.01B). In order to receive the years of experience, the teacher must provide written verification from past employer(s).

D. Advancement on the Salary Schedule

1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;

2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;

3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate course work subject to this Section.

4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.

5. Bargaining unit members who complete coursework that will move them on the salary schedule must complete the coursework prior to the first teacher workday and submit an official transcript to the Superintendent's office no later than September 30 to effect change of placement for the first semester.

To effect a change in salary placement for the second semester, members must complete coursework and submit an official transcript by February 1.

E. Hourly Tutors

Persons employed as hourly tutors shall be paid an hourly rate in accordance with their training experience on the negotiated Hourly Tutor Rate Schedules (Appendix C-4). Tutors shall be paid their hourly rate for each hour scheduled with students, regardless of student attendance, and for each hour required to attend meetings with Administrators, teachers or parents. Hours scheduled shall be rounded to the next highest quarter (1/4) hour for pay purposes. Pay will be biweekly.

5.02 PAYROLL PRACTICES

A. Pay Dates

A salaried bargaining unit member shall receive his/her salary in twenty-six (26) biweekly substantially equal pays. Those members opting for twenty-one (21) pays as of the 2009-2010 school year shall continue with this option until such time as they opt for twenty-six (26) pays. All new members shall be required to accept wire transfer of their paycheck. Unless a bargaining unit member requests a paper copy of their pay stub with the Treasurer by September 1, notice of direct deposit will be provided via the member's school email account.

B. Lump Sum Pay During Work Year

In the event the individual teaching contract is terminated by either party during the work year, the total sum due the bargaining unit member shall be paid at the next scheduled payday following the last day of service by the member. All insurance coverage and/or benefits provided by this Agreement will terminate on the last day of the month of the effective date the contract is terminated.

C. Lump Sum Pay at End of School Year

In the event the individual teaching contract is terminated or not renewed by either party effective at the end of the school year, including via a reduction in force, the bargaining unit member will have the option to be paid the lump sum due by the second scheduled payday following the last scheduled teacher day. In order to receive that benefit, the member must notify the Treasurer's Office in writing prior to the last teacher workday. If notification is not provided, the member will receive his/her pay over the summer as provided to all other members. With the exception of members who have resigned for purposes of retirement and who are eligible to obtain health insurance through STRS, a member will continue to receive insurance benefits through August, regardless of whether the member requests a lump sum.

D. Supplemental Pays

1. Year-round supplemental contracts will be paid on a prorated basis as part of

the member's regular pay. Seasonal supplemental contracts shall be paid as part of the member's regular pay according to the following schedule:

a. Fall Activities – 50% of contract last pay of September, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

b. Winter Activities – 50% of contract last pay of December, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

c. Spring Activities – 50% of contract last pay of April, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

For non-athletic seasonal supplemental contracts, 50% of the contract will be issued on the date found in the member's employment contract for the position, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

2. The second pay in each season will be subject to the member submitting Supplemental Contract Request for Final Payment form, signed off on by the principal/athletic director. For Fall and Winter activities, if the Supplemental Contract Request for Final Payment Form is not timely provided, the second pay in each season will be paid with the seasonal pay schedule that follows the submission of the approved Supplemental Contract Request for Final Payment form. For Spring activities, if the Supplemental Contract Request for Final Payment form is not timely provided, the second pay will be paid following the submission of the Supplemental Contract Request for Final Payment form.

3. If a member is unable to complete the supplemental contract due to a leave of absence requiring a substitute, the supplemental pay will be prorated for that period worked, with the balance being paid to the substitute.

5.03 PAYROLL DEDUCTIONS

A. General Provisions

In addition to the deductions required by law for Municipal, State and Federal taxes and the State Teachers Retirement System, a bargaining unit member shall be entitled to the following voluntary payroll deductions.

B. Association Dues

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount of Association dues.

2. The deductions for all members shall be made in equal two-week installments beginning in October or November and ending in June.

3. The enrollment period for such deductions shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer by August 31, with a copy to the Association President.

C. United Way Contributions

1. Upon the written authorization of the bargaining unit member, a deduction will be made from the member's wages and forwarded to the United Way.

2. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

3. Money so collected shall be immediately forwarded by the Treasurer to the United Way with an accounting as to the name and amount paid by each member.

D. Credit Union

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount for the Medina County Federal Credit Union.

2. Money so collected shall be immediately forwarded by the Treasurer to the Medina County Federal Credit Union to be credited to the account of the bargaining unit member.

3. Such authorization may be revocable by written notice upon the will of the member.

E. Life and Income Protection Insurance

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount as to that member's premium for additional term life insurance, as provided for in Section 6.04C, herein, and for other income protection insurance.

2. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

F. Political Contributions

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount [of Five Dollars ($5.00) or more], as that member's contribution to the political organization of his/her choice. For The Fund for Children and Public Education (FCPE), the amount per deduction may be any even dollar amount of at least One Dollar ($1.00).

2. Such authorization may be revocable by written notice upon the will of the bargaining unit member.

3. Money so collected shall be immediately forwarded, by the Treasurer, to the proper political organization along with the name(s) of the member(s) making the contribution.

G. Annuities

1. The Board shall purchase, for any bargaining unit member desiring, the annuities program requested by the member, provided such program shall be with any insurer licensed to do business in the State of Ohio, and that there are sufficient bargaining unit members to comply with the IRS requirements.

2. The cost of such annuities shall be reduced from the annual salary of the bargaining unit member and the difference shall be the total which the Treasurer reports as the member's earnings for tax purposes.

3. Authorization for such annuities may be revocable by written notice upon the will of the bargaining unit member.

4. Participation in annuities program(s) is subject to review and modification for IRS compliance.

5.04 SUBSTITUTE TEACHERS

A bargaining unit member required or requested to substitute during his/her preparation period shall be paid at the BA column, Step One, (BA-1) hourly rate, prorated. A tutor who is required to substitute during a planning period that is unable to be rescheduled during the same student day will likewise be paid at the BA column, Step One, (BA-1) hourly rate, prorated.

The Administration shall prepare a list of those bargaining unit members willing to substitute during their planning periods and first assign period substitutions to members on that list.

5.05 SEVERANCE PAY

A. Right to Severance Pay

A bargaining unit member shall receive severance pay upon quitting his/her employment in the District and/or retiring from active teaching service providing he/she: (1) is approved for retirement benefits by the State Teachers Retirement System (STRS), or (2) is at least fifty (50) years old and has taught at least ten (10) full years in the District, or (3) has fifteen (15) or more years' service credit with the STRS and at least ten (10) full years of service in the District.

B. Calculation of Severance Pay

1. Severance pay shall be based on the regular teaching contract per diem rate of pay of the bargaining unit member at the time of his/her last day of service.

2. Severance pay will be given for forty percent (40%) of a bargaining unit member's accumulated sick leave at the time of resignation/retirement, up to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days.

3. If a bargaining unit member who does not have sufficient Sick Leave to qualify for maximum severance resigns or retires after fifteen (15) or more years' service in the District, then the severance pay to which he/she is entitled shall be supplemented by One Hundred Dollars ($100.00) for each year of service in the District, provided that the total severance pay shall not exceed the eighty (80) day cap.

C. Method of Payment

1. The severance payment will be made in one (1) lump sum within ninety (90) calendar days of the last day under contract with the District to AIG, the provider. In the event the member has not submitted his/her information to the Treasurer's Office within ninety (90) days, the severance payment will be made to the member within twenty (20) days of receiving the information.

2. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of the "Severance Pay Deferral Program" described in section 3.4 (a) of the District's Section 403 (b) Plan (the "Section 403(b) Plan"), certain retiring bargaining unit members shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "Designated Plan Contract"). Payment of such amounts under this section 3.4(a) of the Section 403(b) Plan shall be in lieu of payment of such amounts directly to the retiring employee; and no retiring employee shall have the option of receiving payment of such amounts directly in cash.

3. Any bargaining unit member entitled to severance pay who is not an eligible participant (an eligible participant is defined as a member who retires in or after the calendar year that includes the members 55th birthday) in the WEA Severance Pay Deferral Program will continue to be eligible for any and all severance payments in accordance with section 5.05. The member may elect to defer such pay to a plan contract, as permitted by any related provision of the Section 403 (b) Plan.

4. All contributions to the Section 403(b) Plan, all deferrals to a Plan Contract, and all payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.

5. The provisions of Section 3.4(a) of the Section 403(b) Plan are hereinafter referred to as the WEA Severance Pay Deferral Program. The terms of the WEA Severance Pay Deferral Program shall include the following:

   a. Participation in the WEA Severance Pay Deferral Program shall be mandatory for all "Covered Employees". A Covered Employee shall be any WEA Employee who retires in or after the calendar year that includes the Employee's 55th birthday and thereby becomes entitled to "Severance Pay".

   b. For purposes of the WEA Severance Pay Deferral Program, the term "Severance Pay" shall mean a payment that is attributable to the Covered Employee's accrued but unused sick days. In addition, the Severance Pay must be payable no later than the last day of the fifth calendar year following the calendar year of the Covered Employee's termination of employment on account of retirement.

   c. The Employer Contribution made on the behalf of the Covered Employee under the WEA Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:

      (1) The total amount of the Covered Employee's Severance Pay.

      (2) The maximum contribution amount allowable under the terms of this Plan.

   d. The required Employer Contribution under the WEA Severance Pay Deferral Program shall be made within the timeframes described in under the CBA.

   e. To the extent that the Employer Contribution under the WEA Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under this Plan, for up to a maximum of five (5) calendar years after the calendar year of the Covered Employee's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.

D. Restrictions

Within the meaning of this policy, an individual may "retire" only once. Retirement from another district shall make an individual ineligible for this retirement benefit.

E. Any teacher who retires under STRS and returns to employment in the District will not be eligible for severance pay.

F. Severance Enhancement

Any bargaining unit member who (1) is eligible to retire under the STRS regulations, (2) retires at the end of school year when he/she first qualifies for unreduced benefits, as determined by STRS, and (3) submits a resignation and notice of retirement no later than March 1 of that year, will receive an enhanced severance of sixty percent (60%) of accumulated sick leave, up to sixty percent (60%) of 200 days; i.e., a benefit of up to one hundred twenty (120) days. This enhanced severance is in lieu of the standard severance referenced in Paragraphs B(2) or B(3) above.

5.06 REIMBURSEMENT FOR MILEAGE

A. Right to Reimbursement

A bargaining unit member who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. Examples are: a member who is assigned to more than one (1) school per day, and a member employed as a career technical education teacher who is required to use his/her car in connection with performing assigned duties.

B. Rate of Reimbursement

Reimbursement shall be at the current IRS rate.

C. Method of Payment

Mileage reports shall be submitted monthly to the Treasurer by the fifth (5th) for mileage driven during the preceding month. Payment for mileage shall be made on the first payday falling on or after the twelfth (12th), unless the bargaining unit member requests payment on a later date.

D. Restrictions

The Board may limit the total miles per year for work study coordinators.

5.07 FBI CHECK

The Board shall pay for the cost of any FBI check necessitated by licensure renewal provided the bargaining unit member initiates the background check through central office.

5.08 THIRD GRADE GUARANTEE

Bargaining unit members who are assigned to third grade and required to attend trainings, take additional coursework, or take an exam(s) related to the third grade guarantee shall be reimbursed for all expenses.

5.09 MAXIMUM ACCRUAL OF SICK LEAVE BONUS PAYMENT

Members who begin a new contract year with the maximum amount of sick leave accrual, three hundred four (304) days, will receive a payment of one hundred fifty dollars ($150) on the second pay of September.

ARTICLE VI: INSURANCE

6.01 GENERAL PROVISIONS

A. Right to Insurance Benefits

1. In addition to the salary and other payments provided by Article V, the compensation of a bargaining unit member shall include the insurance benefits provided herein. Bargaining unit members who are scheduled to work less than seventy-five percent (75%) of full time shall not be eligible for benefits under Article VI. Tutors may enroll in Board insurance plans at their own expense, subject to eligibility requirements for such plans. The Board shall not be required to pay any portion of the tutor's premium expense.

2. Bargaining unit members who were eligible for and receiving benefits as of September 1, 2010 will continue to be eligible for insurance benefits under this Article VI if their work schedule is reduced below the seventy-five percentile (75%), provided they remain actively employed by the District as a teacher (i.e. are not laid off but working at least part time). Said members will be responsible for payment of fifty percent (50%) of the premium as determined by the District. The District will pick up the remaining fifty percent (50%) of the premium.

B. Copy of Certificate of Insurance

1. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.

2. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within two (2) months after they are received by the Board.

C. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverages or carriers are made, a bargaining unit member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to members within sixty (60) days of the amendment and/or changes.

2. A bargaining unit member hired during the term of this Agreement shall, at the time of the signing of his/her teaching contract, receive a written description of all insurance coverages in effect at that time.

D. Full-Time Bargaining Unit Member Defined

For purposes of this Article "regular, full-time bargaining unit member" includes only members who regularly work more than seventy-five percent (75%) of the full teacher workday and workweek during the school year.

E. Distribution of Insurance Cards

Each bargaining unit member shall be issued a current insurance card.

6.02 PREFERRED PROVIDER ORGANIZATION (PPO)

A. Method of Payment/Insurance Premium Share

The employee shall pay eleven percent (11%) of the monthly premium.

B. Schedule of Benefits

The schedule of benefits, including prescription drug benefits, is in Appendix L.

C. Wellness Rider

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

(1) An annual voluntary onsite biometric screening or physician-directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician-directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:

- Non-smoker or participation in a smoking cessation program
- Low-density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
- Body Mass Index (BMI)
- Blood Pressure (BP)

(2) Effective January 1, 2021, employees who voluntarily participated in the 2020 onsite biometric screening or physician-directed preventive exam will have the opportunity to earn HRA credits. The value of HRA credits in the 2021 calendar year will be based on four key biometric components. Each component shall be equal to a credit value of $25 for single enrollees or $50 for family enrollees. In no event will the total value of credits exceed $100 for a single enrollee or $200 for a family enrollee. HRA credits are non-transferable and are only valid against allowable medical expenses incurred and applicable during the 2021 calendar year.

Beginning in 2021 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis.

- Participation in the immediately preceding period's onsite biometrics initiative or physician-directed preventive exam.
- Employee certification of being a non-smoker or successful completion of a physician-directed smoking-cessation program during the year shall be worth $25/single or $50/family.
- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their

blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.

For each year after 2020, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician-directed preventive exam will have the opportunity to earn health credits for the following calendar year.

6.03 TERM LIFE INSURANCE

A. Right to Coverage

Except as provided in Section 6.01A, the Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of Fifty Thousand Dollars ($50,000) for each regular, full-time bargaining unit member now or hereinafter employed.

B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

C. Right to Purchase Additional Coverage

The Board shall allow an eligible bargaining unit member to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be Fifty Thousand Dollars ($50,000) or One Hundred Thousand Dollars ($100,000), at the option of the bargaining unit member. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

6.04 DENTAL INSURANCE

A. Right to Coverage

Except as specified in Section 6.01A, above, the Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage which meets the specifications set forth in this section for each bargaining unit member, now or hereinafter employed, and his/her family. The Board shall maintain the current Usual and Customary Rate (UCR) percentile for services out of the PPO network.

B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

C. Right to Change Coverage Status

A bargaining unit member may change the coverage status (Single or Family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

D. Specifications of Coverage

Listed in Appendix L

6.05 INSURANCE COMMITTEE

The Superintendent will establish a long-range insurance committee consisting of an equal number of representatives from the Association, the administration, and the classified employees. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs additions/modifications and providing timely information for the negotiations process. The committee will meet at least quarterly with individual committee members having the authority to submit agenda items. No change in the program shall occur except through the negotiations procedure as provided for in Article II or under O.R.C. 4117. If the District experiences a twenty percent (20%) increase or more in insurance premiums, the insurance committee will meet immediately to discuss ways to control costs.

ARTICLE VII. LEAVE PROVISIONS

7.01 SICK LEAVE

A. Accumulation

A bargaining unit member shall be allowed to accumulate Sick Leave credit to the maximum of three hundred four (304) days. Any member who retires under STRS and returns to employment in the District shall accumulate sick leave as prescribed in this section of the Agreement, with the understanding there will be no carryover of sick leave from service that predates their STRS retirement. Members shall be eligible for all other leaves as prescribed under Article VII, Leave Provisions.

B. Annual Allowance

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service or fifteen (15) days for each completed year of service.

C. Notification of Accumulated Days

A bargaining unit member shall receive accurate notification of his/her accumulated Sick Leave with each pay.

D. Advance

A bargaining unit member whose Sick Leave has been exhausted shall be credited with five (5) days of Sick Leave as provided for in O.R.C. Section 3319.08. These five (5) days or any portion thereof may be used at any time in case the member is unable to work because of any of the prescribed reasons for the use of Sick Leave and the member has not accumulated a sufficient amount of Sick Leave as provided for in O.R.C. Section 3319.08.

E. Use of Sick Leave

1. Sick Leave with pay (Appendix K) may be used for the following reasons:

   a. For absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others;

   b. For absence of the bargaining unit member due to illness, injury, or death in the immediate family of said member;

   c. A bargaining unit member may use accrued Sick Leave for pregnancy, as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or childbirth will not exceed six (6) weeks from the date of delivery or eight (8) weeks from the date of delivery for a caesarean section, when documentation of the caesarean section has been provided.

   d. A maximum of two (2) days related to the birth of a child of an immediate family member.

   e. For death of an aunt or uncle up to a maximum of two (2) days. If a member requires more than two (2) days, he/she may use personal leave.

2. Sick Leave with pay may not be used for:

   a. Child care;

   b. Grandchild care.

3. Bargaining unit members will not be charged sick leave on non-work days.

4. Bargaining unit members utilizing sick leave shall not be required to give the reason, except that they are in compliance with 7.01 (E) (1). Notwithstanding this provision, a member may be required to provide reasons if there is an investigatory meeting because of suspected misuse, abuse, or unauthorized use of sick leave.

5. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.

6. Sick leave must be taken in minimum increments of ¼ (one-quarter) hour.

F. Immediate Family Defined

The "immediate family" shall be defined as follows:

1. spouse of the bargaining unit member;

2. children and grandchildren of the bargaining unit member or his/her spouse;

3. parents and stepparents of the bargaining unit member or his/her spouse;

4. brother(s) and sister(s) of the bargaining unit member or his/her spouse;

5. grandparents of the bargaining unit member or his/her spouse;

6. son-in-law and daughter-in-law of the bargaining unit member or his/her spouse; and

7. In the event of death, "immediate family" also includes aunts and uncles.

8. any person in loco of the above (e.g., anyone residing in the same home with the bargaining unit member or any relative who clearly stands in the same relationship with the member as any of those so specified). A member must provide a written description of the facts on the District absence report form supporting the in loco situation.

7.02 SICK LEAVE POOL

1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from bargaining unit members.

2. Each year, during the month of September, each bargaining unit member who has a minimum of ten (10) accumulated sick days may donate one (1) day per year to the Sick Leave Pool by completing the Sick Leave Donation Form (Appendix F - 1) and sending this form to the Treasurer. Upon request, the Association will be given written confirmation regarding the total number of dollars in the sick leave pool.

3. Once a member donates sick leave and Appendix F-1 is forwarded to the Treasurer, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the member who donated the sick leave and placed into the Sick Leave Pool.

4. A member may use the Sick Leave Pool if he/she has met all the following criteria:

   a. All of his/her sick leave accumulation has been exhausted. Members may apply to the sick leave pool prior to exhausting their sick leave balance.

   b. His/her absence is due to a life threatening illness or catastrophic injury of him/herself or his/her spouse or child, any of which must be certified by a doctor of the bargaining unit member or doctor of the bargaining unit member's spouse or child.

   c. The bargaining unit member has completed the Application to Use Sick Leave Pool (Appendix F-2).

   The bargaining unit member will initially be granted up to thirty (30) days from the Sick Leave Pool provided they have met the criteria established in 7.01(G)(4)(a-c). In order to qualify for an additional thirty (30) days (for a total of sixty (60)) the member must have applied for STRS disability or private disability retirement where the medical prognosis is that the bargaining unit member will not return to work within a reasonably short time (normally within sixty (60) working days). The Board will provide assistance to the bargaining unit member in preparing the disability retirement application, when requested. Members accessing the sick leave pool due to a life threatening illness or catastrophic injury of his/her spouse or child may only access a maximum of thirty (30) days.

5. The Association President will review each new application and determine the eligibility of the applicant consistent with the criteria contained in Paragraph 4 above. The application of any member who meets the criteria will be forwarded to the Superintendent for verification and processing. (Appendix F-3)

6. Upon mutual agreement of the Board and the Association, if the Sick Leave Pool falls below thirty-five thousand dollars ($35,000.00), a time period in addition to the yearly September donation time period can be established in order to ask members to donate one (1) or more sick leave days to the Sick Leave Pool.

7. Days will be donated and issued based on the per diem at the time of the donation or issuance of the sick leave.

8. The maximum number of Sick Leave Pool days that may be claimed by any one (1) bargaining unit member is sixty (60) days for each separate and distinct life threatening illness or catastrophic injury as certified by a doctor of the bargaining unit member or thirty (30) days for each separate and distinct life threatening illness or catastrophic injury if accessing the sick leave pool due to his/her spouse or child as certified by a doctor of the bargaining unit member's spouse or child.

9. If a member is approved for STRS disability retirement or for private disability insurance benefits while receiving Sick Leave Pool days, he/she must immediately utilize such benefits, and Sick Leave Pool benefits shall cease.

7.03 PERSONAL LEAVE

A. Right to Leave

1. Bargaining unit members shall be eligible for three (3) days of unrestricted Personal Leave per school year.

2. Bargaining unit members will not be charged Personal Leave on non-work days.

3. Personal Leave must be taken in minimal increments of one-quarter (1/4) hour.

4. Members requesting personal leave shall not be required to give the reason.

B. Notice of Intent to Use Leave

Electronic notice of intent to use Personal Leave shall be provided by the bargaining unit member at least five (5) days in advance of the anticipated absence (The Board will create guidelines for the use of the electronic notice of intent and bring them to the Labor Management Committee for discussion prior to implementation; until this occurs the form in Appendix K will be used). If circumstances make advance notice impossible, the bargaining unit member shall notify the Immediate Supervisor of his/her intent to use Personal Leave as soon as practicable.

C. Restrictions

It is understood that a bargaining unit member will not use Personal Leave:

1. The first seven (7) teacher contract days or the last two (2) student days of the school year or the school day before/after an extended weekend or break. If a professional development day and/or NEOEA Day is the reason for the extended weekend, then the weekend is not termed "extended" and the work day before/after the professional development or NEOEA Day is not restricted.

2. Not more than ten percent (10%) of the bargaining unit members of any one (1) building or one (1) bargaining unit member (whichever is greater) may take such leave on any one (1) day. When the number of members eligible involves a fraction, the number will be rounded to the nearest whole number.

3. A bargaining unit member utilizing Personal Leave is only subject to the restrictions in B, C1 and C2. A member is also restricted in the utilization of combined paid Personal Leave and unpaid days in that the member may not utilize more than two consecutive days of combined paid personal and unpaid leave.

4. With the approval of the Superintendent, exceptions may be made to the restrictions set forth in C1-C3 above.

D. A bargaining unit member who abuses Personal Leave will be subject to discipline, up to and including termination.

E. Bargaining unit members will be paid one hundred fifty dollars ($150.00) for any unused Personal Leave day(s) by the second regularly scheduled pay of July. Bargaining unit members who are less than full time will be paid for unused Personal Leave on a prorated basis. If a member desires to have unused Personal Leave converted to sick leave in lieu of receiving the one hundred fifty ($150.00) reimbursement per unused Personal Leave day, they must submit a letter to the Treasurer's office by the last teacher workday.

7.04 PAID ADOPTION LEAVE

A. Adoptions in the United States

A bargaining unit member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. (Appendix K) Such leave must be taken within a 12-month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

B. Adoptions Outside the United States

If a child outside of the United States is adopted, a bargaining unit member will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a 12-month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the bargaining unit member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick

leave taken by both will not exceed thirty (30) days.

C. Bargaining unit members will not be charged adoption leave on non-work days.

7.05 JURY DUTY

A. A bargaining unit member shall be granted time off for jury duty actually served during the workday and shall suffer no loss of pay or benefits. The member may keep any payment received for jury duty. Documentation received from the court confirming jury duty actually served must be submitted with the absence form. (Appendix K)

B. Time spent on jury leave will not be charged against any other leave provision.

7.06 LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

Any bargaining unit member who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. In the event a subpoena will be issued on behalf of the Association or Board, the party obtaining the subpoena must give at least five (5) calendar days' notice prior to the hearing. A summons or subpoena issued because of a student's custody issue is considered to be job- related. A member receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section. A copy of the subpoena, once served, will be submitted to the Superintendent.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons issued because of a non-job related issue. If the teacher has exhausted his/her personal leave, and is summoned for something that is not job-related, leave pursuant to summons or subpoena may be used in order to comply with the summons.

C. Leave Not Covered

A bargaining unit member is not eligible for leave under this Section if the member is a party to the legal proceeding.

7.07 ASSAULT LEAVE

A. Right to Leave

A bargaining unit member who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave. (Appendix K)

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the member delivering to the Superintendent/Designee a signed Employee Report of Injury Form. (Appendix I)

2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. Except as provided in Section 7.06E, below, a member on Assault Leave shall be maintained on full pay status during the period of his/her leave.

2. Leave granted under this Section shall not be charged against any other leave earned or earnable under O.R.C. Section 3319.141 or leave granted under other Sections of this Article.

3. Bargaining unit members will not be charged assault leave on non-work days.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred eighty (180) workdays.

E. Restrictions

1. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. The bargaining unit member must file a Workers Compensation claim with the Superintendent/Designee's office. The pay of a member on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

3. If a bargaining unit member is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the member to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the

member's first medical verification, the Board may request, at the Board's expense, that the member see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.

4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. Section 3319.16.

F. Verbal Assault Leave

A bargaining unit member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the member reports the threat to the police. The police report must be attached to the Employee Report of Injury Form. (Appendix I)

7.08 PROFESSIONAL LEAVE

A. Eligibility for Leave

Upon proper request, a bargaining unit member may be assigned to attend professional conferences designed to improve the member's effectiveness in his/her assigned teaching area(s).

B. Application for Leave

Application for Professional Leave shall be made by the member completing the form provided by the Board, and submitting it to the Superintendent/designee.

C. Restrictions

1. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of substitutes and the availability of funds within the Board's annual appropriation.

2. The number of bargaining unit members attending any particular conference may be limited, and priority generally will be given to a member who has not, previously, been assigned to attend conferences.

D. The professional leave form must be received in Central Office at least three (3) weeks prior to the date of the conference. Bargaining unit members will be notified at least one (1) week prior to the date of the conference of approval status.

7.09 PROFESSIONAL GROWTH LEAVE

A. Consistent with O.R.C. Section 3319.131, the Board and Administration shall

maintain a Professional Growth Leave Policy. This policy shall state criteria for granting Unpaid Professional Growth Leave of up to one (1) year, and shall permit Unpaid Professional Growth Leave for bargaining unit members who have at least five (5) years teaching service in the District and who have not taken a Professional Growth Leave within the previous ten (10) years, providing:

1. No more than two percent (2%) of the bargaining unit may be absent on Unpaid Professional Growth Leave in any one year,

2. The Board shall not be requested to grant a leave unless, in the judgment of the Board and Administration, a satisfactory* substitute can be obtained.

3. The member may be required to return to teaching in the District at the end of the leave.

* "Satisfactory" generally shall mean "certificated/licensed" unless the Board is unable to find a certificated/licensed substitute actually qualified to teach a particular course schedule (e.g., some certificated/licensed math teachers are not qualified to teach computer courses or advanced math, and similar situations).

7.10 UNPAID CHILD CARE LEAVE

A. Length of Leave

A member shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid Child Care Leave and the absence (if any) charged to Sick Leave under Sections 7.01(D) and 7.03 shall not exceed three hundred (300) work days. Unpaid child care leave shall start at the end of the use of Sick Leave (if any) and will expire no later than three hundred (300) work days from the date of birth or custody is received.

B. Eligibility for Leave

A bargaining unit member wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5) month of pregnancy or within four (4) months of pending adoption date. A bargaining unit member must be on active pay status for one (1) full school year to be eligible for the length of leave in Section 7.09(A). If a member fails to be on active pay status for one (1) full school year, he/she shall not exceed one hundred eighty-four (184) work days of unpaid child care leave.

C. Right to Return from Leave

1. A bargaining unit member who has elected not to take additional leave pursuant to Section 7.09(A) above, shall return to work as soon as the period of actual physical disability has ended. The member will notify the

Superintendent, in writing, of the date of her expected return as far in advance as possible.

2. A member who uses an additional unpaid leave for child care pursuant to Section 7.09(A) above, shall return on the date specified in the notice of intent to use the unpaid leave.

D. Rights While On Leave

A bargaining unit member who is absent on Unpaid Child Care Leave pursuant to Section 7.09(A) above, shall have the same rights, and only those rights, while on leave and upon return from leave as any other member who is absent on unpaid leave pursuant to O.R.C. Section 3319.13.

E. Insurance Coverage While On Leave

A bargaining unit member on Unpaid Child Care Leave may continue all insurance coverages provided by this Agreement. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the member to the Treasurer.

7.11 OTHER UNPAID LEAVES

The Board may, at its discretion, grant other leaves as are authorized by the Ohio Revised Code. A bargaining unit member under a continuing contract shall be entitled to one (1) unpaid day per school year subject only to the restrictions in 7.02 B, C1, C2 and D.

7.12 RIGHTS UPON RETURN FROM UNPAID LEAVE

Upon return from leave, a bargaining unit member shall have such rights to assignment and transfer as are conferred on all members by Articles XII and XIII of this Agreement.

7.13 FAMILY AND MEDICAL LEAVE

A. An eligible bargaining unit member may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

1. The birth of a member's child and to care for the child up to age one (1);

2. The placement of a child with a member for adoption or foster care, up to a twelve (12) month period after the placement;

3. To care for the spouse, child, or parent of a member when that family member has a serious health condition (Form WH-380 F);

4. The member's inability to perform the functions of the position because of the member's own serious health condition (Form WH-380 E); and

5. For qualifying military situations arising when a bargaining unit member's spouse, son, daughter, or parent is on active duty or is called to active duty status (Form WH 384);

B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the member (Form WH 385).

C. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.

D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total of twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.

E. For purposes of this section, a qualifying military situation arises when a member's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but not limited to, the following situations:

1. Attendance at official military sponsored events,

2. To provide or arrange for alternative child care or schooling,

3. To make financial or legal arrangements to address the member's address while on active duty,

4. Counseling,

5. Rest and recuperation, and

6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his/her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retire list.

F. To be eligible for FMLA Leave, the bargaining unit member must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months);

2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and

3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

G. Sick leave taken in accordance with Section 7.01 shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.

H. The Board shall maintain coverage under the group health plans and life insurance plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the bargaining unit member had continued to work and not taken leave. Payment of the member's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The member shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.

I. The Board shall notify the member of FMLA eligibility within three (3) business days of learning of the need for FMLA Leave (Form WH 381and WH-382).

J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the bargaining unit member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the member to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The member and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the member does not attempt in good faith to reach agreement, the member will be bound by the second certification.

K. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

2. When medically necessary, a bargaining unit member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a member may take leave intermittently or on a reduced- work schedule only if the Board agrees.

4. Where a member who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced-work schedule, and where the teacher would be on FMLA Leave for more than twenty percent (20%) of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:

    a. To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or

    b. To transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

2. When a member is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix G) that the member is able to resume the job functions for his/her position.

3. Should a member not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums

paid by the Board during the unpaid FMLA Leave period. A member shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

M. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester if (1) the leave is of at least three (3) weeks duration, and (2) the return to employment would occur during the three (3) weeks period before the end of the semester.

2. If a teacher begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse/parent/child during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking leave until the end of the semester if (1) the unpaid FMLA leave is of greater than two (2) weeks duration, and (2) the return to employment would occur during the two- week period before the end of the semester.

3. If a teacher begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse/parent/child with a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA Leave ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends. The teacher also accrues seniority while on this leave.

N. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 16, 2009. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

7.14 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

ARTICLE VIII INDIVIDUAL RIGHTS

8.01 INDIVIDUAL CONTRACTS

A. Employment by Contract

1. The Board shall enter into a written teaching contract pursuant to O.R.C. Sections 3319.08, 3319.09, and 3319.11 for the employment and reemployment of a bargaining unit member.

2. When a new teaching contract is issued to a bargaining unit member in accordance with the Board's normal practices, the teaching contract shall incorporate the provisions of this Agreement and any successor Agreement by reference.

B. Limited Teaching Contract

The term of a limited teaching contract issued to a bargaining unit member who has completed four (4) or more years of continuous service in the District and satisfactory evaluations shall be for two (2) years.

C. Eligibility for Continuing Teaching Contracts

1. A bargaining unit member who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 30th of the school year in which the member becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A member who does not notify the Superintendent on or before September 30th will not be eligible for continuing contract consideration until April of the following year. This is in addition to Ohio Revised Code Section 3319.11(B).

2. Any bargaining unit member who meets the following criteria will be eligible for continuing contract consideration: A member qualified as described in division (B)(1) and (2) of Section 3319.08 of the Ohio Revised Code in effect at the time the member is requesting a continuing contract, who (a) within the last five (5) years has taught for at least three (3) years in the District (teachers first licensed on or after January 1, 2011 must also have held the license for at least seven (7) years), or (b) having attained continuing contract status elsewhere, has served two (2) years in the District. Proof of eligibility must be provided to the Superintendent no later than April 1. Currently, 3319.08 of the

Ohio Revised Code states that a continuing contract shall be granted only to the following: (1) any member holding a professional, permanent, or life teacher's certificate; (2) any member holding a professional educator license who has completed the applicable one of the following:

a. If the bargaining unit member did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the original issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;

b. If the member held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state Board of Education shall adopt.

D. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the member will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the member on or before June 1. The parties agree the Board may bypass the procedures under Section 3319.11 I of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the member after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the member written notice of its affirmative action on the extended limited contract on or before June 1, the member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The member is presumed to have accepted employment under the continuing contract unless the member notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.

E. Supplemental Limited Teaching Contracts

1. A bargaining unit member assigned to perform an additional duty listed on the attached Supplemental Salary Schedule (Appendix D) shall be issued a supplemental contract prior to actually performing the duty.

2. The individual shall be paid at the rate(s) indicated on the Supplemental

Salary Schedule (Appendix D) for performance of his/her assigned duty calculated using the BA-0 step on the base salary schedule.

3. A bargaining unit member may decline a supplemental duty assignment before signing a supplemental limited teaching contract.

8.02 NONRENEWAL OF LIMITED TEACHING CONTRACT

Any bargaining unit member who will be non-renewed will be provided with written notice of nonrenewal on or before June 1. Any alleged procedural violations related to the nonrenewal process shall be governed solely by the grievance procedure set forth in Article III. This provision supersedes O.R.C. 3319.11 and 3319.111.

8.03 TERMINATION OF TEACHING CONTRACT

Termination of a limited or continuing teaching contract during its term shall be made only in a manner consistent with O.R.C. Section 3319.16. A teacher will not have the right to grieve the termination of a limited or continuing teaching contract under Article III; instead, the hearing and appeals process will be pursuant to O.R.C. Section 3319.16 and 3319.161.

8.04 DISCIPLINARY PROCEEDINGS

A. Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination. No bargaining unit member will be disciplined, discharged, demoted or suspended without just cause.

B. Members shall be entitled to representation at all meetings where disciplinary action may occur. The administration and Association will make an effort to give prior notice to the administrator who scheduled the meeting and to the Association President of all individuals who may be in attendance at all meetings where disciplinary action may occur.

C. An attempt will be made to notify the Association President, but the final responsibility for notification rests with the member. The member shall be informed of his/her right to such representation prior to the commencement of a meeting.

D. If an oral reprimand is reduced to writing for inclusion in the member's file, the member shall be provided a copy and the member shall sign the file copy to indicate that he/she has read it. If the member wishes to respond, in writing, a copy of the response shall be attached to the written reprimand file copy.

8.05 SENIORITY

A. Seniority Defined

"Seniority" as used in this Agreement shall mean length of continuous service in the District as determined by the first day worked in a bargaining unit position.

B. Continuous Service Defined

1. As used in this Article, "continuous service" shall mean the time period of the bargaining unit member's continuous employment in the District, provided that the time spent absent on unpaid leave shall be deducted when computing continuous service. If a bargaining unit member was non-renewed on or before June 1 of any year but, thereafter, was reemployed for the following school year, the non-renewal shall not be considered a break in service.

2. A bargaining unit member employed in a bargaining unit position in the District in the past for less than one hundred eighty-four (184) days in a school year, each one hundred twenty (120 days of employment in one school year shall constitute one (1) school year.

3. A bargaining unit member employed in the past on an hourly basis, as a tutor in the District, shall be credited with one (1) year of seniority for seven hundred twenty (720) hours of employment in one (1) school year.

4. Seniority: A bargaining unit member who regularly works the full school year but less than a full school day shall receive full seniority credit if he/she is scheduled to work more than three (3) hours per day. Half-credit shall be given to members scheduled to work two (2) to three (3) hours per day. No credit shall be given members scheduled to work less than two (2) hours per day. Members on January 1, 1989, shall not lose seniority already accrued as of September 1, 1989, as a result of this provision.

5. Any retired teacher who is re-employed in the District will be considered to have had a break in service for purposes of seniority and their seniority shall begin to accumulate anew from their re employment date.

C. Seniority List

1. No later than September 30 of each year, the Superintendent will provide the Association President with a seniority list of all bargaining unit members employed by the Board. Included in this list shall be each member's date of hire, dates of any break in service, and limited or continuing contract status. The Superintendent will promptly notify the Association of any changes in the Seniority List after September 30.

2. A copy of the Seniority List will be posted in the Central Administration Office, so that it can be inspected by a bargaining unit member and Association representative during normal office hours.

3. Full-time contract teachers hired after July 1, 2011 shall maintain seniority rights over those hired under part-time contracts after July 1, 2011, regardless of the original date of hire.

4. If a part-time person hired before July 1, 2011 is granted a full-time position, the teacher shall maintain seniority as of original date of hire as a member. If a full-time position is reduced via a RIF or Job Share, the affected teacher shall maintain seniority as of original date of hire as a full-time member.

D. Tiebreaker Language

1. If two or more bargaining unit members have equal continuous service in the District as defined in Article 8.05(B), seniority will be determined by the earlier date of the Board meeting at which the teacher was first hired into the District. If two or more members were hired at the same Board meeting, seniority will be determined by first giving full-time members seniority over part-time members, and then by the roll of a die. The member who rolls the highest number will be placed on the list before the other member(s). The tiebreaker process using the highest number rolled will take place during the first week of employment.

2. Placement on the seniority list using the tiebreaker procedures is subject to other adjustments due to leaves of absence, break in continuous service, etc., consistent with Article 8.05.

8.06 PERSONNEL FILES

A. Right to Review

A bargaining unit member shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

B. Right to Have Representative Present

A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such review.

C. Right to See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding a bargaining unit member is intended to become a part of the member's file, it shall be reviewed by the Principal and the member involved and initialed by the member prior to being placed in the personnel file. After receiving the communication, the member shall sign it to acknowledge he/she has

had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication. The member shall be afforded the opportunity to file a written reply which will be attached to the communication.

D. Right to Challenge Contents of File

1. A bargaining unit member will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.

2. The document(s) will then be reviewed by an appropriate member of the administrative staff.

3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in O.R.C. Section 1347.05 shall apply.

E. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the bargaining unit member has neither seen or had the right to challenge.

F. Personnel Files

In the event any person, other than the employee's Supervisor or other Administrator or Board member, seeks to review the personnel file of a bargaining unit member, the bargaining unit member shall be notified of the request. The notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review if applicable. If the member asks to be present at the time of the review, then to the extent practical, the review will be scheduled to avoid conflicts with classroom instruction.

G. Administrative Files

There will be only one official personnel file maintained on each bargaining unit member. Any items maintained by an administrator outside of the official personnel file must be submitted to the official personnel file within one year of the incident giving rise to the documentation; otherwise, the record maintained in an administrator's unofficial file will be destroyed consistent with the District's destruction of records, policy and procedures.

8.07 NO REPRISAL

There will be no reprisal taken against a bargaining unit member by reason(s) of his/her membership in the Association or participation in lawful Association activities not inconsistent with this Agreement.

8.08 COMMUNICABLE DISEASES

A. Bargaining unit members with communicable diseases will be entitled to leaves in accordance with other provisions of this Agreement and with law.

B. Decisions concerning employment status of members with communicable diseases shall be made in accordance with law, including both nondiscrimination and public health laws.

C. Based upon available medical information and applicable legal requirements, the Superintendent may assign the member to return to his/her usual place of employment unconditionally or to a work assignment under restrictive conditions or the Superintendent may seek to have the member utilize Sick Leave or be placed on a leave of absence. The Superintendent shall seek information from the member's physician and appropriate public health official(s), and may, at the Board's expense, require the member to submit to a medical examination by a Board-designated physician.

8.09 OCCUPATIONAL SAFETY AND HEALTH

A. Notice of Violation

Before exercising his/her right under O.R.C. Section 4167.06, a bargaining unit member will contact the Principal or the Superintendent and review all existing facts. An Association representative shall be a party to the review. The parties shall discuss possible remedies to the safety or health concern.

B. Discrimination Claims

In the event a bargaining unit member wishes to or actually asserts a claim of discrimination for having filed an occupational safety or health violation as defined in O.C.R. Section 4167.13, the Superintendent shall have the right to a meeting with the Association in order to (1) review all existing facts and (2) to determine mutually whether or not the claim shall be remedied through the grievance procedure herein or by some other means.

C. Internal Administrative Procedure

The parties desire to deal with safety and health complaints and to attempt to correct any safety or health violations internally to the extent possible. Accordingly, the Association agrees that it will not itself file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.C.R Section 4167.10 without first having met with the Superintendent to review all existing facts and possible corrective measures. However, nothing in this Article shall preclude a member from rights guaranteed under the statute.

8.10 THIRD-PARTY COMPLAINTS

When a complaint is brought to the attention of the building administrator regarding a bargaining unit member and the administrator believes the complaint has merit, the building administrator will investigate and will share the complaint with the member. The notification to the member will include the nature of the complaint and the identity of the complainant, unless the investigation could be compromised by divulging the identities or, based on the administrator's best judgment, divulging the identity of the complainant would be counterproductive. Any complaints that are required to be kept confidential pursuant to law are not subject to this provision (i.e., child abuse complaints).

ARTICLE IX. WORK YEAR AND WORKDAY

9.01 WORK YEAR

A. Length of Work Year

1. The work year for a bargaining unit member shall be one hundred eighty- four (184) days, unless reduced by calamity days as provided in O.R.C. Section 3319.08, not to exceed five (5) days. Bargaining unit members are required to report to work for their regularly scheduled work day on calamity day six (6) and beyond, unless the district decides to make up the lost days of instruction, according to the contingency plan adopted by the Board. These work days will include no more than three (3) hours of professional development and/or group meeting time. The remainder of the work day(s) will be teacher driven pertinent to his/her teaching assignment. Members who arrive late on these days will provide a flex schedule to their principal.

2. Members new to the District may attend up to two (2) additional days for orientation and professional development, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association. As part of the orientation and professional development, bargaining unit members whose primary focus is special education (e.g. intervention specialists) will be provided with an overview of district special education procedures.

3. School counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected school counselors.

4. The Opportunity School Coordinator will be provided up to one hundred forty (140) extended work hours. The extended work hours will be paid pursuant to a supplemental contract at the Opportunity School Coordinator's per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the Opportunity School Coordinator.

5. The carpentry teacher will be provided up to fifty (50) extended work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the teacher's per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the teacher.

6. School psychologists and speech and language pathologists who work outside of the normal work year will be paid at their per diem rate of pay.

7. The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period.

B. Make-Up Work Year

1. The work year shall contain a maximum of:

   a. One hundred seventy-nine (179) days for instruction, which shall include four (4) days on which classes are dismissed for one-half (1/2) day or two (2) full days for the purpose of effective individualized parent conferences in the elementary Grades Prekindergarten-Six (PreK-6) and one (1) full day for Grades Seven-Twelve (7-12);

   b. Two (2) workdays at the beginning of the work year. On the first day, a classroom teacher will not be assigned pupil contact or required to attend more than two (2) hours of building-level meetings;

   c. Two (2) records days. One record day in the middle of the school year (as determined by the Calendar Committee) and one (1) at the end of the work year during which a classroom teacher will not be assigned pupil contact;

   d. One (1) seven (7)-hour professional development/workday as provided in Sections 10.04E. This day will occur on the third teacher day of the new contract year.

   e. With the exception of 9.01 B1(d) above, the Board, at its discretion, may add additional professional development days throughout the school year in lieu of the instruction days referenced in 9.01 B1(a) above.

2. Conferences referenced in Paragraph B.1.a, above, may be scheduled by the Administrator during the school day or during the evening or for one-half (1/2) a day plus an evening. A committee, comprised of Association and Board

representatives, will be formed to explore alternative conference schedules for all grade levels, as needed. The committee shall be comprised of teachers appointed by the Association President and administrators appointed by the Superintendent/Designee. Efforts will be made by the Association and Board to have representatives on the committee from the following grade levels: Pre-K-4, 5-6, 7-8, and 9-12.

C. School Calendar

A district school calendar committee will be established. The committee will convene when the Board is ready to begin creating a calendar for a future school year. Members of the committee will include three (3) members from the Association who are appointed by the Association and three (3) members of the administration who are appointed by the Superintendent. Other employee groups may also be represented on the committee. President/Co-Presidents of any Associations represented on the committee and the Superintendent will be de-facto members of the committee.

The purpose of the committee will be to preview, develop, and recommend up to three (3) school calendar options based on the considerations that include, but are not limited to the following:

- Minimum number of student instruction hours required in a school year;
- Total student instruction hours in the previous school year
- Contractual provisions for staff workdays/work year;
- If already available, consideration of the calendars of the other Four City Compact schools and other Medina County schools;
- Impact of teacher retirements if the school calendar goes into June;
- Days that appear to have significant value to our community (e.g. Monday after Thanksgiving); and
- Financial impact of insurance coverage for new employees if we start teacher workdays prior to August 15.

Following the completion of the work of the calendar committee, the calendar options that were developed will be voted on by the WEA, the administration as well as any other employee groups that will be affected by the calendar.

The calendar that receives the highest number of votes will be recommended to the Board for approval.

9.02 WORKDAY

A. Minimum Duty Hours

The typical workday of a bargaining unit member will be no longer than seven and one-half (7-½) consecutive hours. The typical workday of members assigned to grades PreK-6 shall not start earlier than 8:00 a.m. nor end later than 4:00 p.m. The typical workday for members assigned to grades 7-12 will not start earlier than 7:15 a.m. nor end later than 3:15 p.m. The elementary student day will not exceed six (6) hours

and thirty-five (35) minutes. The beginning and ending of the workday at a particular building will be established by the administration consistent with these parameters. Encore members may be assigned a duty either before or after the student day. Encore members may be assigned an instructional assignment outside of their content area during the student day. It is understood that this instructional assignment, if outside of the teacher's content area, is not as the teacher of record.

The maximum scheduled workday for secondary tutors shall not exceed seventy-five percent (75%) of the workday for secondary teachers; the maximum workday for elementary tutors shall not exceed seventy-five percent (75%) of the workday for elementary teachers.

B. Flex Time Scheduling

By mutual agreement between the bargaining unit member and the appropriate Administrator, and reflected on the flex time form located on the intranet and also in Appendix N, the beginning and ending of the workday may be adjusted as long as:

1. There is no change in the length of the teacher's workday;

2. The new times do not conflict with the established student day except as provided in B4. below.

3. The teacher continues to make himself/herself available as needed during the normal workday for parent conferences and necessary hearings and meetings.

4. The high school administration may approve a flexible schedule at the request of a high school teacher that falls outside of the established student day (e.g., 0 to 6th period or 2nd to 8th period) where the flexible schedule meets the needs of the high school course offerings.

5. On Fridays, days of evening conferences, and days preceding holidays, a bargaining unit member will be excused fifteen (15) minutes after the last dismissal of the students in the grade level at which he/she is assigned (when possible, based on the current school day schedule and for those not already on a flex schedule).

C. Duty Free Lunch Period

Included in the workday of a bargaining unit member shall be a duty free lunch period of at least thirty (30) consecutive minutes.

D. Preparation Time

1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any

meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:

a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

b. Intermediate – There will be two-hundred eighty-five (285) minutes per five-day work week. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each member. Minutes per work week, minutes per day and minutes per minimum planning segment may be altered due to a modified schedule.

c. Middle School – One (1) regular class period.

d. Senior High School – One (1) regular class period.

E. Traveling Teachers

1. Every effort will be made to limit building assignments of traveling teachers to two (2) buildings per day and to schedule adequate travel time between assignments, taking into consideration set up and tear down time in addition to travel time. In establishing the schedules for traveling teachers, the affected teachers will have input.

2. The traveling teacher's schedule will include the designated "home school" of the traveling teacher and the administrator responsible for evaluating the traveling teacher.

F. Part-Time Bargaining Unit Members

Part-time bargaining unit members who opt to work a full day on a seven (7)-hour district professional development day will be compensated at their per diem rate for time worked over their normal hours. The bargaining unit member must submit a timesheet to his/her Principal for any hours worked beyond their scheduled day in order to be compensated.

9.03 MEETINGS OUTSIDE OF THE WORKDAY

A. Meetings with Parents and Students

A bargaining unit member shall be available as needed beyond the above established workday for meetings with either students or parents. The member shall be responsible for arranging all student or parent conferences. Additional supplementary conferences will be conducted by a bargaining unit member as

his/her professional judgment dictates.

B. Secondary Building Faculty Meetings

Bargaining unit members at the secondary level (grades 7-12) shall not be required to attend more than one (1) building faculty meeting per month. Each member will be required to attend such meeting not to exceed thirty (30) minutes outside the workday.

C. Evening Meetings

Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. Part-time classroom teachers who opt to work beyond their contracted hours will be compensated at curriculum rate for time worked over their normal hours. The part-time classroom teacher must submit a timesheet to his/her principal for any hours worked beyond their scheduled day in order to be compensated.

1. School Counselors will not be required to attend more than five (5) evening meetings per school year.

2. Tutors required to work evening meetings will be paid their hourly rate. The tutor must submit a timesheet to his/her principal for all hours worked.

D. IEP Meetings

To the extent possible, IEP meetings shall be held during the workday with class coverage provided for participating bargaining unit members. In the event an IEP meeting cannot be scheduled during the workday, members who are required to attend outside the workday shall be compensated at the curriculum rate.

9.04 MEETINGS WITHIN THE WORK DAY

A bargaining unit member shall not be expected to attend more than one (1) meeting per week during the workday. Except for emergencies, these meetings shall be scheduled at least two (2) days in advance. Meetings related to students (IEP, 504, and RTI) and the monthly faculty meetings are excluded.

Attempts will be made to avoid scheduling meetings on parent/teacher conference days and on days when student grades are due, unless required by an emergency or legal requirement.

The Board will explore current district meeting policies and look for alternative frameworks on how to communicate information. In addition, the Board will not hold staff meetings just to hold staff meetings.

9.05 ENCORE SCHEDULES

Encore bargaining unit members shall receive their tentative schedules for the following school year by June 1. The tentative schedule will include the assigned school, including the home school, for traveling members.

ARTICLE X. WORKING CONDITIONS

10.01 SUBSTITUTE TEACHERS

Substitutes will be provided as needed in all subjects and grades in the curriculum, providing properly certified/licensed and qualified personnel are available. The Administration will exert all reasonable effort to maintain adequate substitute lists.

10.02 PREPARATION OF REPORTS/COMMUNICATION WITH PARENTS

A. Report Cards

Report cards for students will be recorded on a District-approved reporting tool and sent home with pupils in accordance with the calendar adopted for the school year.

B. Interim Reports

Parents of pupils in Grades One (1) through Twelve (12) will be given administratively approved interim reports each grading period if the pupil is not averaging passing work during the grading period. Bargaining unit members also are encouraged to communicate with the parent whenever appropriate.

C. Preparation of Electronic Reports/Progress Book

The Administration and Association shall work collaboratively to implement any changes in the electronic reporting system. All bargaining unit members shall be offered proper and adequate training before any changes in the electronic reporting systems are implemented. Members shall have access to computers, during the workday, to complete required reporting. The window for submitting electronic reports/progress book will close at noon the third workday following the close of the grading period.

D. Communication Expectations with Parents

The Association and Board will collaboratively determine defined parent communication expectations and share them with parents.

10.03 STUDENT/TEACHER ASSIGNMENT

A. Placement

If the Administration places student/teachers, they will be placed only with supervisory teachers who agree to accept a student/teacher assignment.

B. Supervisory Teacher List

1. All bargaining unit members shall be eligible for a student/teacher if they meet the following requirements:

   a. Three (3) years of teaching service.

   b. One (1) year at their present teaching position.

2. All teachers who meet the above requirements shall automatically be on the Supervisory Teacher's List unless they inform the Superintendent, in writing, by September 1 of each year that they do not wish to be on the list.

C. Student/Teacher Reimbursement

Any stipends or vouchers received by the District from the college or university sponsoring the student/teacher will be considered taxable income paid by the District to the supervising teacher.

D. Notice of Policy

The Administration agrees to notify the universities and colleges desiring to place students in the District of this policy.

E. Voluntary Acceptance

A bargaining unit member may decline a student/teacher placement at the time it is offered.

10.04 INCLUDED STUDENTS

A. Placement

1. The names of students who are included from special education classes into the regular classroom will be provided to the receiving teacher at least two (2) days before placement. The two-day notice requirement will be waived for students transferred in from other districts with IEPs providing for inclusion, provided that the teacher will be advised that the student is a special education student as promptly as possible.

2. Teachers will be given a tentative class roster, with special education students identified, at least one (1) week prior to the beginning of each

semester.

B. Conferences

1. Classroom teachers and educational service personnel shall be invited to participate in the IEP/504 process for students to whom they are providing instruction. At the request of the regular classroom teacher, a conference will be held with the special education teacher to examine the IEP.

2. A copy of the student's IEP/504 will be provided to the classroom teacher(s) on request at the start of the school year and whenever the IEP/504/504 is changed. The current IEP/504 for each student will also be available to the classroom teacher in the school office and through the special education teacher. It is understood that an IEP/504 is a confidential document and teachers will take appropriate steps to maintain that confidentiality.

C. Support Services

The Board will provide support services, including physical support, mandated by the IEPs/504s, and may provide additional services. When a classroom teacher has an inequitable share of included/IEP/504/RtI students requiring a high level of support, appropriate additional support services will be provided. Such additional support services may include one or more of the following: 1) additional planning time in lieu of a duty period; 2) aide(s) assigned to assist the teacher in performing duties; 3) assistance from LD tutors in the classroom when tutors are not individually tutoring other students; 4) other appropriate support.

D. Collaboration

When necessary, the administration may require/authorize collaboration time for special education and classroom teachers outside of the normal workday. Such authorized time will be paid at the curriculum rate.

E. Professional Development

A professional development/workday will be scheduled at the beginning of the school year. This day will be part of the one hundred eighty-four (184) day work year. Professional development topics will be designed to provide appropriate instruction of practical value to the bargaining unit member including compliance training and review of district procedures. All bargaining unit members who work with special education students will attend the compliance training and review of district procedures professional development. The consensus statement on co-teaching, included at the end of this Agreement, will be reviewed with bargaining unit members as part of this professional development.

F. Special Education IEPs

Special education teachers, tutors, or speech therapists who have the responsibility

of developing and writing Individual Educational Programs (IEPs) shall be given four (4) release days each year for the purpose of writing the IEPs. The writing of IEPs on release days must occur at a building that is owned by the District, but does not need to occur at the bargaining unit member's assigned building. If a bargaining unit member chooses to not utilize the four (4) release days, he/she will be paid a stipend in the amount of the district daily substitute teacher rate (non-retired Wadsworth teacher) for each unused day. Bargaining unit members who elect to not use any of their four (4) release days and elect to be compensated at the substitute teacher rate must submit a timesheet to their Principal in order to be compensated for the said days.

An additional release day may be authorized by the Director of Student Services due to extraordinary circumstances.

G. Stipend for Caseloads Exceeding the Maximum Allowed

A stipend will be provided to a bargaining unit member whose caseload exceeds the maximum allowed by Ohio Administrative Code because the District applied for and received a waiver for such exception from the Ohio Department of Education according to the following schedule:

0-90 days: 1.0% of the base;
91-120 days: 1.5% of the base; and
121-184 days: 2.0% of the base

The payment listed above is not per student.

In addition, a bargaining unit member whose caseload exceeds the maximum allowed by Ohio Administrative Code will be paid $300.00 for each additional IEP written and $100 for each progress report written. The term "additional" refers to student(s) over the maximum caseload number, as described above.

H. Stipend for Writing an IEP for a Scholarship Student and Attending the IEP Team Meeting

A bargaining unit member who volunteers and is selected by the Director of Student Services to write an IEP for a student who attends a private school on a Jon Peterson Scholarship or an Autism Scholarship will be paid $300.00 for each IEP written. The bargaining unit member who writes the said IEP will also attend the student's IEP team meeting(s).

I. Student Service Advisory Committee

A Student Services Advisory Committee, which will include bargaining unit members appointed by the Association President and other district personnel, will be created to provide recommendations on issues related to Student Services, including, but not limited to, the following: creation of compliance procedures; appropriate levels of support needed to meet students' needs in the classroom; least restrictive environment options within the district; data collection and record keeping procedures; how to

effectively communicate caseload/workload concerns in a timely manner; the IEP meeting process, including who sends the invitation; responsibilities of regular education teachers in regards to special education services; and composition of students in a classroom.

10.05 TUTORS

To the extent practical, the Administration will attempt to provide continuity in student scheduling.

10.06 PROFESSIONAL DEVELOPMENT

A. Responsibilities of the Professional Development Committee ("PDC")

The PDC is responsible for implementing, coordinating and evaluating effective professional development activities for all staff. This includes:

1. Assist in planning and evaluation of District professional development.

2. Serve as liaison(s)/spokesperson(s) for their grade level/building, sharing information, ideas, securing feedback.

3. Assist with staff development activities conducted at the building level.

B. The PDC

The PDC shall be composed of seven (7) members: an elementary administrator, the Director of Curriculum and Instruction, and five (5) teachers appointed by the Association President.

C. Term of Office

The term of office for committee members shall be one (1) year.

D. Chairperson

The PDC Chairperson shall be determined by a majority vote of the committee members. The Chairperson will be responsible for coordinating the activities of the PDC, including preparing an agenda for and scheduling meetings.

E. Decision Making

The PDC will be trained in team building skills and consensus decision making and will operate by consensus.

F. Training

PDC members will receive paid release time to attend training specific to professional development and compliance with Ohio's standards for effective professional development.

G. Meetings

The PDC will meet monthly throughout the school year (ten times).

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Compensation

Bargaining unit members on the PDC will be paid a supplemental of two percent (2%) of the base. If a bargaining unit member serves as the Chairperson, that member will be paid a supplemental of three percent (3%).

10.07 RESIDENT EDUCATOR

A. Program

Resident educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program.

B. Mentors

Mentoring of resident educators is strictly voluntary. Bargaining unit members who volunteer to serve as mentors may submit an application to their administrator(s). Members who volunteer to be selected into the mentor "pool" will receive training (up to a maximum of three [3] days) during the summer or school year. Training required to become a mentor is stipulated by ODE and is included in the job description.

Mentoring Resident Educators under the Four (4) Year Resident Educator System

Members selected as mentors will be compensated $2,000 for Year one (1) of the program and $1,500 for Year two (2) of the program. The mentor job description delineates mentor responsibilities. Mentors will be assigned to Resident Educators in Year one (1) and two (2), performing all mentor requirements of the program. Mentors who are assigned to a teacher in Year three (3) of the program will be compensated $500. Year four (4) of the program will be overseen by the Office of Professional Development.

Mentoring Resident Educators under the Two (2) Year Resident Educator System

Members selected as mentors will be compensated $2,000 for Year one (1) of the program and $2,000 for Year two (2) of the program. The mentor job description delineates mentor responsibilities. Mentors will be assigned to Resident

Educators in Year one (1) and two (2), performing all mentor requirements of the program.

10.08 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

Pursuant to O.R.C. Section 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans and continuing education units and/or other equivalent activities related to classroom teaching and/or the area of licensure.

B. Term of Office

The term of office for committee members shall be three (3) years.

C. Composition and Selection

The LPDC shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.

D. Chairperson

The Committee Chairperson shall be determined by majority vote of the committee members.

E. Decision Making

The choice of how to operate for decision-making purposes shall be discussed by the LPDC. The LPDC will make the choice to either operate by: majority vote or consensus. Prior to the implementation of whichever mode is chosen, the LPDC will be trained in team building skills. Once the decision of operation is made, that shall be the mode of operation for the LPDC.

F. Training

LPDC members shall be afforded the opportunity to attend training related to performance of their duties. Paid release time shall be granted for training within the workday. Attendance at specific training meetings is subject to administrative approval under Section 7.05B, herein, but approval shall not unreasonably be denied. Such training may constitute an appropriate "equivalent activity" for committee members' own professional development plan. If training occurs outside the regular workday or work year, members shall be compensated for hours involved, including travel time.

G. Appeals Process

The LPDC shall retain an internal appeals process.

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Meetings

The LPDC shall meet as often as its members deem necessary to complete their work. An annual meeting schedule providing for at least six meetings spaced throughout the school year shall be posted in each building no later than September 10, and additional meetings may be scheduled as needed.

J. Compensation

Bargaining unit members on the LPDC (not Chairperson) will be paid a supplemental of five percent (5%) of the Base. The Chairperson will be paid a supplemental of seven percent (7%) of the Base.

10.09 RESPONSE TO INTERVENTION (RTI) TEAM

A. Purpose

The purpose of the RTI Team, which is comprised of bargaining unit members selected by the administration and employed under a supplemental contract, is to collaborate about and communicate the needs of students, evaluate how to meet those needs, and to monitor how those needs have been met through the (RTI) process. The Administration shall not use student's progress or lack of progress for evaluation or discipline purposes.

B. Training

RTI team members will receive training to the RTI process.

C. Meetings

The RTI Team will determine the frequency of meetings at the building level and will further determine when and which regular education teachers will be invited to participate in the meetings. This is in addition to any district-wide RTI meetings. Where the RTI team determines it is appropriate, the individual(s) who will be implementing any Tier III interventions may be in attendance at that student's RTI meeting. Tutors will be invited to attend all RTI meetings which involve students they are assisting, and will be paid at their hourly rate. The RTI Team shall

provide written suggestions and materials to classroom teachers and tutors to meet the needs of students.

D. Compensation

RTI team members will be compensated per Appendix D.

10.10 CLASS SIZE

Subject to economic considerations and the availability of facilities and qualified staff, reasonable attempts will be made to continue to maintain class sizes appropriate to the grade in the elementary and course content in the secondary. The Administration will make a good faith effort to maintain class sizes of no more than twenty-six (26) students per class in grades K-6. Every attempt will be made to balance class composition.

Within each building, at the end of the school year, the current teacher(s) of each student will be given the opportunity to provide input to the principal and teacher()s) of the student for the next school year.

10.11 CONSISTENTLY HIGH-PERFORMING TEACHERS

To be considered a consistently high-performing teacher, as defined by the State Board of Education, a bargaining unit member must meet the following criteria:

During the current licensure cycle, a consistently high-performing teacher has:

1. Received the highest final summative rating on evaluations, as defined by Revised Code Sections 3319.111 and 3319.112 where applicable, for at least four of the past five years; and

2. Met at least one of the following additional criteria for at least three of the past five years:

    - Held a valid senior or lead professional educator license;
    - Held a locally recognized teacher leadership role that enhances educational practices by providing professional learning experiences at a district, regional, state or higher education level;
    - Served in a leadership role for a national or state professional academic education organization;
    - Served on a state-level committee supporting education; or
    - Received state or national educational recognition or award.

A bargaining unit member who meets the State Board of Education's definition of consistently high-performing teacher is exempt from the requirement to complete any additional coursework for the renewal of a professional educator license for the next renewal cycle, provided the Local Professional Development Committee (LPDC) verifies that he/she has met the criteria identified above.

10.12 FINE ARTS FESTIVAL

No bargaining unit member who teaches art to kindergarten students will be required to submit student artwork for inclusion in the District's Fine Arts Festival for his/her kindergarten class if the kindergarten art class(es) time is not equal to the time for art class for grades 1-4.

10.13 MASTER TEACHER

A. Definition

A Master Teacher is a teacher who demonstrates excellence inside and outside the classroom through consistent leadership, focuses on maximizing student learning, and strives for distinguished teaching and continued professional growth. The Master Teacher program is a voluntary professional growth opportunity for teachers of the District.

B. Eligibility

Bargaining unit members who meet the following criteria are eligible to apply to become Master Teachers:

1. Members who have a valid license/certificate;

2. Members who have taught a minimum of seven (7) years;

3. Members who work a minimum of one-hundred twenty (120) days during the school year; and,

4. Members who work under a teaching contract.

A teacher certified through the National Board for Professional Teaching Standards (NBPTS), Ohio teachers of the year, and Presidential Award for Excellence in Math and Science Teaching recipient is inherently eligible for Master Teacher status.

C. Master Teacher Consortium

The District will remain in the Medina County Teacher Consortium unless the Superintendent and Association agree otherwise. The Association President shall appoint a volunteer teacher member(s) to the consortium. When the meetings occur during the workday, the teacher(s) shall receive release time to meet with the consortium.

D. Master Teacher Committee

1. If the parties agree to leave the above consortium then a District Master Teacher Committee shall be established to oversee the Master Teacher Program. The Committee's responsibilities shall include the following:

   a. Facilitate the application process;

b. Confirm candidate's eligibility;

c. Review Master Teacher applications; and

d. Determine the District's Master Teachers.

2. The Committee shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Participation is voluntary.

3. Committee members shall be properly trained. Training will occur within the workday and release time will be granted.

4. The Committee shall meet as often as its members deem necessary to complete their work. Meetings will occur within the workday and work year.

Article XI. EVALUATION

The parties agree to implement the Ohio Teacher Evaluation System ("OTES") and Ohio School Counselor Evaluation System ("OSCES") and use the associated forms, including the OTES-designated rubric(s) issued by ODE. The parties shall maintain the current evaluation system until the Ohio Department of Education adopts and requires changes to the current evaluation system, as amended any required legislation in the future.

Recognizing that changes may not occur until after the ratification of this Agreement, the following provision will apply:

The Evaluation Committee, as found in 11.15, will convene to work through the changes required by law.

11.01 EVALUATION PROCEDURE DEFINED

The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to sections 3319.111 and 3319.112 of the Ohio Revised Code.

11.02 PURPOSE

The purposes of teacher evaluation are:

A. To serve as a tool to advance the professional development of teachers.

B. To inform instruction.

C. Identify and document observed teacher competencies.

D. Facilitate teacher/evaluator communication

E. Identify areas for improvement and positive assistance.

F. To assist teachers in remedying identified needs.

G. To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers.

11.03 TRAINING AND REVIEW

11.031 Annual state updates on the teacher evaluation framework and system will be provided to bargaining unit members by the OTES Advisory Committee.

11.032 Teachers new to the District shall be formally briefed of the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process by the Superintendent/designee within thirty (30) working days of the first required teacher workday.

11.033 At the beginning of each school year, the administrative team will meet to compare evaluation data of teachers in OTES from the school year before and look for trends and inconsistencies. The results of the meeting will be shared with the Wadsworth Education Association president(s).

11.04 CRITERIA FOR PERFORMANCE ASSESSMENT

11.041 Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating consistent with the OTES 2.0 system.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective

11.042 A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument.

11.05 ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will comprise a percentage of a teacher's effectiveness rating which will be in compliance with the state percentage, and will be assessed through a holistic process by trained and credentialed

evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. Understanding student learning and development and respecting the diversity of the students they teach;

B. Understanding the content area for which they have instructional responsibility;

C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. Planning and delivering effective instruction that advances individual student learning;

E. Creating learning environments that promote high levels of learning and student achievement;

F. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and

G. Assuming responsibility for professional growth, performance and involvement.

11.06 WALKTHROUGHS

11.061 The purpose of a walkthrough is for the administration to observe the classroom setting more frequently and more purposefully, to gather evidence of instruction and to provide feedback to teachers. A walkthrough is not a formal observation and is not meant to be a "Gotcha" to a teacher. A walkthrough may focus on one or more of the following domains:

A. Focus for Learning;
B. Knowledge of Students;
C. Lesson Delivery;
D. Classroom Environment; and
E. Assessment of Student Learning.

11.062 The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

11.063 Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

11.064 Data gathered from the walkthrough must be documented on the OTES form designated in Appendix E-6 and will be sent to the teacher after the walkthrough within three (3) work days.

11.065 The evaluating administrator will schedule and meet with the teacher within five (5) work days of the walkthrough to discuss a walkthrough where the evidence indicates an area of concern.

11.07 PROCEDURES FOR LIMITED & CONTINUING CONTRACTS

11.071 Teachers that are new to the district, teachers whose last summative evaluation was ineffective and teachers who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.072 A teacher receiving a rating of accomplished will be evaluated every three (3) years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observation and evaluation that the evaluator determines that the teacher is making progress on that plan. The first observation completed under the new OTES 2.0 evaluation system will focus on each area of the OTES 2.0 rubric. The observation in subsequent years will only focus on the area identified for professional growth unless the principal and teacher agree to focus on more areas of the rubric.

11.073 A teacher receiving a rating of skilled will be evaluated every two (2) years as long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. The first observation completed under the new OTES 2.0 evaluation system will focus on each area of the OTES 2.0 rubric. The observation in subsequent years will only focus on the area identified for professional growth unless the principal and teacher agree to focus on more areas of the rubric.

11.074 Teachers who are not included in 11.071, 11.072 and 11.073 will be observed at least two (2) times before their summative, completed by May 1.

11.075 In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.072 or 11.073), a credentialed evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

11.076 A teacher who has been on leave for fifty percent (50%) or more of the school year, a teacher who has submitted notice of retirement on or before December 1 of the current school year, or a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators will not be evaluated.

11.08 FORMAL OBSERVATIONS

11.081 All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

11.082 Formal observations shall be for a duration of at least thirty (30) consecutive minutes. The teacher will be given at least five (5) work days' notice of the formal observation unless otherwise mutually agreed upon. If the evaluator or teacher is absent or there is a calamity day on the planned observation day, the parties will mutually agree upon an alternate date.

11.083 Within five (5) work days of each formal observation, the evaluator shall provide the bargaining unit member with the written observation report Appendix E-1. Within ten (10) work days of the observation the evaluator shall meet with the teacher to discuss the observation. The evaluator shall take into consideration additional evidence provided by the teacher, before completing the final observation report.

If the teacher informs the evaluator at the post conference that he/she will provide additional evidence, the teacher will have up to five (5) work days after the post conference meeting to provide it to the evaluator. The evaluator will have five (5) work days upon receipt of the additional evidence to provide the teacher with the final observation report.

If the teacher does not inform the evaluator at the post conference that he/she will be submitting additional evidence, and the evaluator and teacher agree to collaborative changes to the observation report during the post conference, the revised observation report shall be provided to the teacher within three (3) work days.

If the teacher does not inform the evaluator at the post conference that he/she will be submitting evidence, and the evaluator and teacher cannot reach agreement on the changes to the observation report, and the evaluator decides to make no changes to the final observation report after considering the evidence presented, the evaluator will notify the teacher of this decision within three (3) work days.

11.084 Traveling teachers will be observed and evaluated in their home buildings. Upon the request of the traveling teacher and/or administrator, additional observations may be made by another administrator.

11.085 The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member.

11.086 Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) work days, or on elementary party days.

11.09 HIGH QUALITY STUDENT DATA

At least two measures of high-quality student data must be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade

level or subject area taught by a teacher, high-quality student data shall include the value-added progress dimension, but the teacher or evaluator shall use at least one other measure of high-quality student data to demonstrate student learning. High-quality student data may be used as evidence in any component of the evaluation related to the following:

A. Knowledge of the students to whom the teacher provides instruction;
B. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;
C. Assessment of student learning;
D. The teacher's use of assessment data;
E. Professional responsibility and growth.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

A. Align to learning standards
B. Measure what is intended to be measured
C. Be attributable to the specific teacher for course(s) and grade level(s) taught
D. Demonstrate evidence of student learning (achievement and/or growth)
E. Follow protocols for administration and scoring
F. Provide trustworthy results
G. Not offend or be driven by bias

and

The teacher must use the data generated from the high-quality student data instrument by:

A. Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
B. Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
C. Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
D. Measuring student learning (achievement and/or growth) and progress toward achieving state and local standards

The OTES Advisory Committee will create a list of assessments used within the Wadsworth City School District that are considered high quality student data. When utilizing vendor assessment to construct high-quality student data, all related teaching, student, and other educational materials determined by the OTES Advisory Committee to be needed to implement the assessment program shall be purchased, and all affected staff shall be trained on the utilization of the assessment program.

Per Ohio Revised Code 3319.112, high-quality student data shall not be aggregated to provide “shared attribution” among teachers in a District, building, grade, content area, or other group.

11.10 FINALIZATION OF EVALUATION

11.101 The evaluator shall take into consideration additional evidence provided by the teacher, before determining the final summative rating.

11.102 A copy of the summative evaluation report Appendix E-1 will be given to the teacher no later than May 1. If a Teacher requests a post conference after receiving the summative evaluation, the conference will be scheduled within five (5) work days. This timeline may be extended if the bargaining unit member or evaluator is absent.

11.103 The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

11.104 A teacher shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

11.11 PROFESSIONAL GROWTH PLAN

11.111 Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice.

11.112 Teachers rated Accomplished will develop a professional growth plan and will choose their credentialed evaluator from within their building for the evaluation cycle as set forth in Section 11.072.

11.113 Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section 11.11.

11.114 Professional growth plans for a school year shall be developed no later than November 1.

11.115 Professional growth plans shall describe the specific performance expectations, resources and assistance to be provided.

11.116 The Board shall provide for the allocation of financial resources to support professional development.

11.12 IMPROVEMENT PLAN

11.121 A professional improvement plan is a clearly articulated assistance program for a teacher who received an Ineffective rating on his/her evaluation. Teachers being placed on an improvement plan will meet with their evaluator within ten (10) work

days to collaborate on the development of the improvement plan.

11.122 The professional improvement plan shall include:

A. Specific performance expectations, deficiencies, goals, resources and assistance to be provided,

B. Timeline - A minimum of a six (6) week period of time given to the teacher to meet the requirements, address deficiencies, meet target dates and dates of review of the plan.

C. The district will provide for the allocation of financial resources to support professional development for a teacher on an improvement plan. This includes a mentor, if needed. Mentors will be compensated at the end of each semester at a rate of $250 each semester.

11.123 The evaluator involved shall assist the teacher in correcting identified deficiencies.

11.124 If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year.

11.125 Once a teacher receives a rating of Developing or higher, the teacher will no longer be under an improvement plan.

11.13 DUE PROCESS

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

11.14 PERSONNEL ACTION REQUIREMENTS

If the student assessments required by the State of Ohio change during the term of this Agreement, the Board and Union will meet to discuss how student growth will be used in any decision concerning the retention or removal of employees. This discussion will include reference to Section 13.02 of this Agreement.

11.15 OTES ADVISORY COMMITTEE

11.151 The Association and the Board agree to establish a standing District OTES Advisory Committee.

11.152 The District committee shall be comprised of five (5) teachers appointed by the Association President and five (5) Administrators appointed by the Superintendent/Designee.

11.153 The purpose of the OTES Advisory Committee is to address issues and concerns regarding OTES, update staff on changes to the OTES system, and to provide

training to the staff. All changes to the OTES system, procedures, forms, documents, or others must first be proposed to the OTES Advisory Committee and then bargained between the Board and Association.

11.154 The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

11.155 Committee agendas will be developed jointly by the co-chairpersons of the committee.

11.156 All decisions of the committee will be achieved by consensus.

11.157 Members of the committee will receive release time for committee work and training.

11.158 Minutes of meetings will be distributed to committee members, Association President and Superintendent within five (5) days following meetings of the committee.

11.159 The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

11.16 ELECTRONIC TEACHER & PRINCIPAL EVALUATION SYSTEM (eTPES)

11.161 The eTPES is the system by which the administration reports to the Ohio Department of Education teacher evaluation results. The administration will report the minimum information required by the Ohio Department of Education. No other information will be reported to the Ohio Department of Education or any other agency.

11.162 Before the administration submits the eTPES report to the state, each teacher will be notified of his/her final summative evaluation rating. Once a teacher is notified of his/her final summative evaluation rating, no changes will be permitted without prior notification to the teacher.

11.17 & 11.18 SCHOOL COUNSELOR EVALUATION SYSTEM

11.171 School Counselor evaluations will result in the same effectiveness ratings found in 11.041.

11.172 Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators upon the following *Ohio Standards for School Counselors:*

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;
C. Indirect Services, Partnerships and Referrals;
D. Evaluation and Data;
E. Leadership and Advocacy; and
F. Professional Responsibility, Knowledge and Growth.

11.173 Walkthroughs

Walkthroughs will occur in the same manner prescribed in 11.06.

11.174 Formal Observations

Formal observations will occur in the same manner prescribed in 11.08.

11.175 Procedures for Limited and Continuing Contracts

11.1751 School counselors that are new to the district, school counselors whose last summative evaluation was ineffective and school counselors who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.1752 A school counselor receiving a rating of accomplished will be evaluated once every three (3) years as long as the school counselor's metrics for student outcomes for the most recent year for which data is available is skilled or higher.

11.1753 A school counselor receiving a rating of skilled will be evaluated every two (2) years as long as the school counselor's metrics for student outcomes for the most recent year for which data is available is skilled or higher.

11.1754 A school counselor who is not included in 11.1851, 11.1852 and 11.1853 will be observed at least two (2) times before his/her summative, completed by May 1.

11.1755 In any year in which a school counselor who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.1752 or 11.1753), a credentialed evaluator shall conduct at least one (1) observation of the school counselor and hold at least one (1) conference with the school counselor.

11.176 Assessment of Student Metrics

11.1761 School counselors will use shared attribution on the district overall value-added section of the Progress Component on the State Report Card

for eighty-five percent (85%) of their assessment of student metrics. The remaining fifteen percent (15%) of the assessment of student metrics for each counselor will be based upon the district five (5) year graduation rate on the State Report Card. Per Ohio Revised Code, this will be based upon a four (4) point scale with one (1) being the lowest.

11.177 Final Evaluation Procedures

11.1771 Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative, per the Ohio Department of Education's *Ohio School Counselor Evaluation Model and Ohio Revised Code.*

11.1772 Final evaluation procedures will occur in the same manner prescribed in 11.102, 11.103, and 11.104.

11.178 Professional Growth Plans

Professional growth plans will occur in the same manner prescribed in 11.11.

11.179 Improvement Plans

Improvement Plans will occur in the same manner prescribed in 11.12.

11.180 Due Process

Due process will occur in the same manner prescribed in 11.13.

11.181 The observation and evaluation forms are found in Appendix E-2.

11.19 EVALUATIONS OF MEMBERS NOT UNDER OTES OR OSCES

11.191 The evaluation of bargaining unit members not under OTES system (those who do not teach students at least 50% of their assigned time) shall be based upon formal observations in compliance with Section 11.08, walkthroughs in compliance with Section 11.06, and other performance indicators.

11.192 Procedures for Limited and Continuing Contracts

11.1921 Bargaining unit members that are new to the district, bargaining unit members whose last summative evaluation was ineffective and bargaining unit members who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.1922 A bargaining unit member receiving a rating of accomplished will be

evaluated once every three (3) years.

11.1923 A bargaining unit member receiving a rating of skilled will be evaluated every two (2) years.

11.1924 Bargaining unit members who are not included in 11.2021, 11.2022 and 11.2023 will be observed at least two (2) times before their summative, completed by May 1.

11.1925 In any year in which a bargaining unit member who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.2022 or 11.2023), a credentialed evaluator shall conduct at least one (1) observation of the bargaining unit member and hold at least one (1) conference with the bargaining unit member.

11.1926 A bargaining unit member who has been on leave for fifty percent (50%) or more of the school year or who has submitted notice of retirement on or before December 1 of the current school year will not be evaluated.

11.193 Final evaluation procedures will occur in the same manner prescribed in 11.102, 11.103 and 11.104.

11.194 Professional Growth Plans

Professional Growth Plans will occur in the same manner prescribed in 11.11.

11.195 Improvement Plans

Improvement Plans will occur in the same manner prescribed in 11.12.

11.196 Due Process

Due process will occur in the same manner prescribed in 11.13.

11.197 The observation and evaluation forms for beginning unit members not under the OTES evaluation system are found in Appendix E-3.

11.20 CONFERENCES

Unless otherwise mutually agreed to, all conferences between the administration and a bargaining unit member shall be held during the work day.

11.21 DEFINITIONS

11.211 "OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

11.212 "Teacher" - Teacher means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or,

B. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or,

D. A permit issued under ORC Section 3319.301.

11.213 "Credentialed Evaluator" – Each teacher subject to evaluation will be evaluated by a person who:

A. Meets the eligibility requirements under ORC Section 3319.111(D); and,

B. Holds a credential established by the Ohio Department of Education for a teacher evaluation; and,

C. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and,

D. Is a member of the District administrative staff.

11.214 "Shared Attribution Measures" – Student growth measures that can be attributed to a group.

11.215 "Value-Added" – Refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on state issued standardized assessments.

11.216 "Vendor Assessment" – Refers to student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

11.217 "OSCES" – Stands for Ohio School Counselor Evaluation System as adopted by the State Board of Education, or as otherwise modified by the State Board of Education.

11.218 "School Counselor" – An employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling

and who is assigned to a position in that capacity.

11.219 "Student Metrics" – The locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

ARTICLE XII. ASSIGNMENT AND CHANGES OF ASSIGNMENT OF PERSONNEL

12.01 VACANCY

A. Vacancy Defined

1. Unless the provisions of Article XII (Reduction In Staff) are implemented, a vacancy in a bargaining unit position shall exist when:

   a. A bargaining unit member dies;

   b. A bargaining unit member resigns;

   c. A bargaining unit member retires;

   d. A bargaining unit member has his/her limited teaching contract non-renewed or terminated;

   e. A bargaining unit member is promoted;

   f. A bargaining unit member goes on a leave for a full school year; or

   g. A new position is created with the bargaining unit.

2. This Article shall not restrict reduction by attrition, and shall not restrict the Board's right to use substitutes to fill openings occurring after the school year begins.

B. Posting of Vacancy

1. Any administrative or bargaining unit vacancy or new position shall be communicated to all bargaining unit members via the District email and posted on the District website within ten (10) days of the date on which the vacancy arose.

2. A copy of the notice of vacancies shall be mailed to the Association President at the time it is posted.

3. No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) workdays during the regular school year or fifteen (15) calendar days during the summer months, provided that vacancies arising after July 10 may be filled ten (10) days after posting.

4. Part-time bargaining unit members who are not selected for a full-time vacancy may request a conference with the interview team chair to discuss the specific reasons for the decision.

12.02 TRANSFER

A. Transfer Defined

1. Grades 7-12: Transfer means reassigning a bargaining unit member to a different building or subject area.

2. Grades 5-6: Transfer means reassigning a bargaining unit member to a different building, subject area, or grade level. The grade level provision does not apply to intervention specialists.

3. Pre-K-4: Transfer means reassigning a bargaining unit member to a different building or grade level. The grade level provision does not apply to intervention specialists.

These definitions of transfer exclude elementary (pre-K-6th grade) encore, counselors, and tutors, who will instead be consulted about changes in their building assignment(s) on an individual basis prior to the changes being finalized.

B. Voluntary Transfer

1. A bargaining unit member who desires to transfer into a vacancy or new position shall complete an electronic assignment preference form on or before March 1. For vacancies that are posted after March 1, interested members may submit an internal application form within time frames set forth in 11.01 B.4.

2. The Superintendent/designee will review and consider voluntary transfer requests for a vacancy before filling the vacancy by other means. If a bargaining unit member's transfer request is denied, he/she will receive the reasons in writing on request. Such reasons shall not be subject to the grievance process, and the reasons for the denial shall be considered confidential.

3. When a vacancy is posted pursuant to Section 12.01A, above, a bargaining unit member who is considering requesting the transfer will be given, on request, an opportunity to meet with the Principal of the building where the vacancy exists so that he/she can be informed about the vacancy and determine if he/she wants to request a voluntary transfer.

4. A bargaining unit member with seniority and appropriate certification/licensure will be given first consideration over other internal candidates in filling vacancies via a voluntary transfer.

5. Bargaining unit members' requests for voluntary transfers will be determined prior to considering non-bargaining unit member candidates.

6. If a bargaining unit member who has requested a voluntary transfer to a vacancy is not going to be transferred, that member will receive written notice when the decision is made.

7. A bargaining unit member requesting a transfer shall not be required to provide additional information, teach a lesson, or provide a portfolio. The receiving principal may request to meet with the member to discuss the open position.

C. Involuntary Transfer

1. Notice of an involuntary transfer known by the Administration as of June 20 will be given or sent to an affected bargaining unit member prior to July 1. Necessary involuntary transfers after July 1 will be handled on an individual basis as they arise. Absent extraordinary circumstances, involuntary transfers will not occur after July 15.

2. Before giving notice of an involuntary transfer, the Superintendent/designee, will contact the member affected and afford him/her an opportunity to discuss the proposed transfer. The bargaining unit member will be given sufficient information to determine if the transfer qualifies under Section 11.02C.3. Upon request, the member will be given the written reason(s) for the proposed transfer. If, after making a good faith effort, the Superintendent/designee, is unable to contact the member, then notice of the transfer may be sent.

3. When making an involuntary transfer which is unrelated to abolishment of the bargaining unit member's present position, or performance of the member to be transferred, or to that member's relationship with students, parents or building administration, the Superintendent will avoid transferring a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year.

4. A bargaining unit member will be notified at the time a decision is made to involuntarily transfer that member.

5. A bargaining unit member who is involuntarily transferred may request to be given notice of openings in which the member has expressed an interest. The written request for notice must also identify those teaching positions in which the teacher has an interest.

6. A bargaining unit member who is required to relocate to a new building shall be granted release time of one (1) work day for time to pack, unpack and room preparation on an agreed upon day with their building principal, or they will receive a stipend of eighty-five dollars ($85.00) for the extra work that is

required outside of the regular work day. The District will be responsible for moving all of the member's materials.

D. Miscellaneous Provision

The reasons for a voluntary or involuntary transfer decision will not be arbitrary or capricious.

12.03 AUTHORITY

By law, the authority to assign and transfer is vested solely in the Superintendent. The judgment of the Superintendent in exercising this authority may be limited only by the principle that it may not be exercised in an arbitrary or capricious fashion.

ARTICLE XIII. REDUCTION IN STAFF

13.01 NEED TO REDUCE STAFF

If, after the effective date of this Agreement, the Board decides to effect a planned reduction in the number of bargaining unit members, for reasons specified in O.R.C. Section 3319.17 and/or because of financial inability to maintain the current programs, then the reduction will be achieved in the following manner.

13.02 METHOD OF REDUCTION

A. Attrition

The number of bargaining unit members affected by a reduction in staff will be kept to a minimum by not employing replacements insofar as practicable for a member who retires or resigns or whose limited contract is not renewed for reasons other than the planned reduction in the number of bargaining unit members.

B. Suspension of Teaching Contract

Within each area of certification affected, reduction not achieved by attrition shall be accomplished first by suspending the teaching contract of bargaining unit members with limited teaching contracts and, second by suspending continuing teaching contracts. Among bargaining unit members within each of these two (2) groups (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected) the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

C. A teacher will receive a point total of the following, based upon his/her summative evaluation report:

- 4 for accomplished;
- 3 for skilled;

- 2 for developing; and
- 1 for ineffective

Teachers will be ranked in a three (3) tiered system over a three (3) year period of time, as follows:

- Group 1: Cumulative score of 8-12
- Group 2: Cumulative score of 6-7
- Group 3: Cumulative score of 5 or below

Teachers with only one (1) summative evaluation will have their score multiplied by three (3) to determine their comparable Group.

Teachers with only two (2) summative evaluations will have their cumulative score, multiplied by 1.5 to determine their comparable Group.

Each separate Group (1, 2 and 3) will be considered "comparable" (in accordance with 13.02B), with Group 1 being the highest rated. Total scores will always be considered as consisting of the most recent evaluation data.

When reductions are necessary, and in accordance with 13.02B, the order of reductions will occur in the following order: within an area of licensure/certification Group 3, then Group 2, then Group 1.

D. Right to Bump

A bargaining unit member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior member whose position he/she is certified/licensed to fill (teacher to teacher/tutor to tutor), in accordance with 13.02B and 13.02C.

13.03 NOTICE OF REDUCTION IN STAFF

The Board shall send written notice of contract suspension by certified mail, return receipt requested. Alternatively, the Board may have the contract suspension notice personally delivered to an affected bargaining unit member. Notices to affected members shall be sent at least sixty (60) days in advance of the layoff. Further, at least ninety (90) days in advance of the effective date of a layoff and before Board action on the layoff is taken, written notice of a possible layoff will be sent or delivered to the Association President.

13.04 RIGHTS WHILE ON SUSPENSION

A. Right to Substitute

1. A bargaining unit member whose teaching contract has been suspended by reason of a Reduction In Staff will be called to substitute, within his/her area of certification, before someone is called who does not hold a suspended teaching

contract.

2. A bargaining unit member whose teaching contract has been suspended by reason of a reduction in staff will be given preference in long-term substitute assignments within his/her area of certification.

3. The refusal of a bargaining unit member, whose teaching contract has been suspended by reason of a reduction in staff, to accept an offer to substitute shall not waive his/her recall rights under Section 13.05, below, nor his/her right to preference in future assignments as a substitute.

4. Rights conferred by this Section 13.04A are subject to certification requirements and availability of the bargaining unit member when called. However, if no certified substitute is available, then a bargaining unit member on the Recall List will be offered the opportunity to substitute before the position is offered to another substitute who lacks proper certification.

B. Right to Insurance Benefits

1. Insurance coverage(s) shall be continued for a bargaining unit member whose teaching contract has been suspended by reason of Reduction In Staff upon his/her payment of the premium(s).

2. The premium(s) will be payable at the beginning of each month at the Treasurer's Office.

13.05 RECALL

A. Recall Defined

For purposes of this Section, "recall" means the right to be offered a position within the bargaining unit member's area of certification/license before the position is filled by hiring a person not already employed by the Board. If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, members whose teaching continuing contracts are suspended, who are certified/licensed to perform the duties in question, will be recalled prior to members with limited teaching contracts. Openings will be offered to members in the inverse order of the suspension of their contracts.

B. Right to Recall

1. A bargaining unit member whose continuing teaching contract was suspended shall have unlimited recall rights as provided in O.R.C. Section 3319.17 and shall be recalled based on area of licensure before a member with a limited teaching contract.

2. A bargaining unit member whose limited teaching contract was suspended, who keeps the Board informed of his/her address, email address, and phone number(s) shall have recall rights of two (2) years after the effective date of the suspension of his/her contract.

C. Notice of Recall

A notice of recall shall be made by certified mail in addition to any other arrangements made by the bargaining unit member.

D. Waiver of Recall Rights

A bargaining unit member who does not accept an offer of recall within fifteen (15) calendar days following the date the certified notice is sent shall be deemed to have waived his/her recall rights.

E. Part-Time Positions

Refusal or acceptance of less than a full-time bargaining unit position shall not affect continued recall rights.

13.06 RESTORATION OF BENEFITS

All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract, including unused accumulated Sick Leave, will be restored to him/her upon his/her return to active employment. He/She will be placed on the proper step of the salary schedule according to his/her experience and education. A member will not receive increment credit for time spent on suspension nor will such time count toward the fulfillment of the requirement of acquiring tenure.

13.07 EFFECT OF THIS ARTICLE

This Article shall take precedence over any rights to reassignment in regard to any other provision of this Agreement.

13.08 POSITIONS

For purposes of applying Sections 13.02 through 13.07, above, the Board and Administration reserve the right to define positions and identify which positions will be affected. For example, if the Board has half-time work available in two (2) subjects (e.g., French and Spanish, or English and History), the Board would determine whether there are two (2) part-time positions available or only a single position requiring dual certification.

ARTICLE XIV. JOB-SHARING

14.01 JOB-SHARING

A. The job-sharing team is composed of two (2) currently employed classroom teachers who share one full-time position.

1. Job-sharing arrangements will be for an entire school year.

2. The total number of job-sharing teachers shall not exceed ten (10) teachers, i.e., five (5) pairs per year.

3. Applications for job-sharing teachers must be submitted not later than March 1 of the prior school year. (Appendix J) The administrator's response approving or denying the application will be provided no later than May 1. Each teacher shall assume the responsibility for finding his/her job-sharing partner. No teacher shall be required to job-share. Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan, showing in detail all particulars with respect to the job sharing arrangement proposed by them, including (i) the duties to be shared by them and the manner in which all duties are to be shared, (ii) the responsibilities to be shared by them and the manner in which they are to be shared, and (iii) how they proposed to handle matters such as resignations, layoffs, pregnancy, unpaid child leave, and similar situations, which may arise in the course of the job sharing arrangement.

4. Each teacher shall acquire one (1) year seniority for each year of job- sharing work providing each teacher works a minimum of 120 days per year.

5. Job-sharing teachers shall receive a pro-rata share of salary and leave benefits (e.g., sick leave, personal leave).

6. The schedule to be worked by job-sharing teachers shall be determined by the administration with input from the teachers involved.

7. A teacher with documented professional difficulties shall not be eligible for job-sharing.

8. Job-sharing applications will be considered annually. If one or both members wish to return to full time at the start of a new school year, they must continue job-sharing until a full-time position for which they are certified becomes available. For members of a job share established after the 2016-2017 school year, if a full-time position for which they are certified becomes available, the process outlined in 12.02B is followed to determine if they are assigned the position. If one member wishes to continue job sharing, he/she must find a partner or resume a full-time teaching position.

9. Job-sharing teachers who teach in the morning must attend all morning meetings. Job-sharing teachers who teach in the afternoon must attend all afternoon meetings. Job-sharing teachers must attend all required evening meetings where requested, including RtI or IEP meetings. In addition, both must attend professional development days and field trips.

10. Not being able to job-share during a particular school year does not prevent a teacher from requesting a part-time assignment. However, once a teacher has entered into a contract for a part-time position, he/she is only guaranteed that percentage of employment in future years.

11. Members of the job-sharing team may substitute for each other at the normal substitute pay rate. If that member is not available to substitute, one will be called from the substitute list. For extended leaves of absence, the substitute (or job-sharing team member, if available) will continue to be paid at the normal substitute pay rate, with no additional benefits.

ARTICLE XV. ELECTRONIC INSTRUCTION OCCURRING OUTSIDE OF THE WORKDAY

Electronic instruction outside of the workday includes, but is not limited to, instruction provided via various forms of technology, including online classes, distance learning and virtual learning, all of which would occur outside of the workday. In the event electronic instruction courses outside of the workday are being considered, any impact upon terms and conditions of employment arising out of the potential courses to be taught via electronic instruction will be resolved on a case by case basis by the Association, the affected teacher(s) who are willing to teach the courses, and the administration. The resolution for each situation will not be precedent setting and will be reflected in a memorandum of understanding. If the parties are unable to reach agreement, the electronic instruction course outside of the workday will not be offered.

ARTICLE XVI. COLLEGE CREDIT PLUS

16.01 Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college-level courses to students in grades 7 through 12 in accordance with the following provisions:

1. No bargaining unit member shall be required to become credentialed to teach a CCP course. However, all bargaining unit members who are already credentialed at the beginning of the 2017-2018 school year, or bargaining unit members who are credentialed to teach CCP courses when hired beginning with the 2017-2018 school year, may be assigned to teach a CCP course.

2. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept by the IHE and are separate from the employee's personnel file in the District, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation, unless the observed behavior would be subject to progressive discipline in the Master Agreement between the parties (Article 8.04, Disciplinary Proceedings) or is an offense that would be a required report to the Ohio Department of Education Office of Professional Conduct or legal authorities.

3. If requested by the bargaining unit member, prior to the beginning of each course, all bargaining unit members who participate in the CCP program will be provided one (1) professional development day to visit the participating IHE to engage in planning with the cooperating college instructor. The bargaining unit member shall be paid the curriculum rate for the professional development day if it occurs on a non-contractual day or will be provided professional leave for either if occurring on a contractual day.

4. If requested by the bargaining unit member, prior to the beginning of each course, all bargaining unit members who participate in the CCP program will be provided one (1) day to attend any orientation, or similarly titled training, required by the IHE. The bargaining unit member shall be paid the curriculum rate for the orientation day if it occurs on a non-contractual day or will be provided professional leave for either if occurring on a contractual day.

5. Beginning with the 2017-2018 school year, a reimbursement of up to $1000.00 will be provided to each bargaining unit member who completes the courses necessary to teach a CCP course and submits his/her receipts. Any bargaining unit member who receives this stipend and leaves the district before three (3) years have passed and has not taught a CCP course since receiving the stipend will have the amount of the stipend withheld from their final paycheck received from the district.

ARTICLE XVII. EFFECTS OF AGREEMENT

17.01 DEFINITION OF TERMS

A. Days Defined

When used in this Agreement, "days" shall mean calendar days exclusive of all holidays when the Central Office of the Board is closed.

B. Superintendent Defined

Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent/designee.

C. Treasurer Defined

Unless otherwise indicated, the term "Treasurer" when used in this Agreement is understood to mean the Board Treasurer/designee.

D. BA Defined

When used in this Agreement, "BA" refers to a teacher who is properly licensed by the Ohio Department of Education for the position the teacher has been assigned to upon being hired by the Board. A teacher in the "BA" column is either a teacher who holds a bachelor degree and does not meet the criteria to be placed into the other Teacher

Salary Schedule columns (Bachelor 150, Masters, Masters +15, Masters +30) or a teacher in a career technical education program who does not hold a bachelor degree but is properly licensed by the Ohio Department of Education to teach the career technical education program due to the teacher's work history in the career field and following the licensure requirements established by the Ohio Department of Education (e.g. CTE-36, CTE-37).

17.02 NONDISCRIMINATION

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of a bargaining unit member or in the application or administration of this Agreement or any other rule, regulation or policy relating to the terms and conditions of employment of a member 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. The Board shall comply with applicable Ohio Law covering employment of a physically disabled member.

17.03 CURRENT BOARD POLICIES

The Board shall maintain a policy book and keep it current at all times. The Board shall be receptive to recommendations for additions or revisions to these policies that are in the best interests of the community. The current written policies will be made available to bargaining unit members on-line.

17.04 IMPLEMENTATION

The Association and the Board will take such action as necessary to implement the Agreement.

17.05 SEVERABILITY

A. Provision Contrary to Law

If any provision(s) of this Agreement or any application thereof is contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. Renegotiation of Provision

Upon request of either the Association or the Board, within ten (10) days after a provision is found or determined to be contrary to law, the parties will meet solely for the purpose of negotiating the provision(s) affected.

17.06 AGREEMENT REPRODUCTION AND DISTRIBUTION

A. Reproduction

The Board will be responsible for the reproduction of the Agreement.

B. Distribution

1. Within ninety (90) days of ratification by the Association and the Board, each bargaining unit member shall receive an electronic PDF copy of this Agreement.

2. The Association President shall be provided with thirty (30) paper copies of the Agreement.

17.07 MANAGEMENT RIGHTS

This Agreement represents the entire agreement between the parties, and no other agreements not specifically contained herein are in existence. The Board and Administration reserve all rights and powers under O.R.C. 4117.08I.

ARTICLE XVIII. DURATION AND RATIFICATION

18.01 DURATION

Except as otherwise specified in this Agreement, the Articles of this Agreement shall become effective at 12:01 a.m. July 1, 2023, and remain in full force and effect until 12:00 midnight June 30, ~~2026~~2027.

18.02 CERTIFICATION OF TENTATIVE AGREEMENT

Tentative agreement on the foregoing Agreement between the parties is attested to on this ~~14th day of February 2023~~5th day of March 2026 by the representative of the parties whose signatures appear below.

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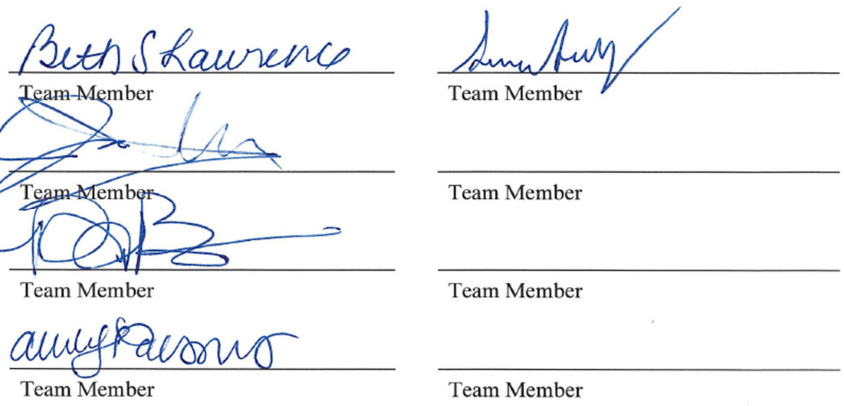
FOR THE ASSOCIATION	FOR BOARD
Team Spokesperson	Team Spokesperson
Stephine Schmeltzer	
Association Co-President	Superintendent
Robert E Earle	
Association Co-President	Team Member

Team Member		Team Member
Team Member		Team Member
Team Member		Team Member

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Team Member | Team Member

Team Member | Team Member

Team Member | Team Member

Team Member | Team Member

18.03 CERTIFICATE OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representatives of the parties whose signatures appear below.

Its President	Its President
Its Bargaining Team Chairperson	Its Superintendent
Bargaining Team Member	Its Treasurer
Bargaining Team Member	Bargaining Team Member
Bargaining Team Member	Bargaining Team Member

APPENDIX A

WADSWORTH CITY SCHOOLS
GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS, and WEA_____

_____

ADDRESS_____ PHONE_____

SCHOOL_____ PRINCIPAL_____

DATE GRIEVANCE OCCURRED_____ DATE OF FORMAL FILING_____

PERSON OR PERSONS TO WHOM GRIEVANCED IS DIRECTED: _____

_____INITIATED ON LEVEL

_____

STATEMENT OF GRIEVANCE:
Describe the issue to be resolved and cite the Article(s) of the Agreement allegedly violated.

ACTION REQUESTED:
Have you discussed this with your immediate supervisor? Yes _____ No _____
If YES, what action has been taken so far?

_____
Grievant

Copy to the Association President

Use back or attachments as necessary.

APPENDIX B

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION _____

_____

_____

Date _____ Signature _____
Administrative Representative

Copy to the Grievant
and the Association President

LEVEL III (FORMAL) DECISION _____

_____

_____

Date _____ Signature _____
Administrative Representative

Copy to the Grievant
and the Association President

Where decision requires additional space, attach pages as necessary.

APPENDIX C-1

Wadsworth School District
Teacher Salary Schedule
2023-2024 School Year

	BA		BA 150		Masters		Masters +15		Masters +30	
Years	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**
0	1.000	$ 48,020	1.050	$ 50,421	1.110	$ 53,302	1.165	$ 55,943	1.205	$ 57,864
		260.98		274.03		289.69		304.04		314.48
1	1.050	$ 50,421	1.095	$ 52,582	1.160	$ 55,703	1.215	$ 58,344	1.255	$ 60,265
		274.03		285.77		302.73		317.09		327.53
2	1.090	$ 52,342	1.140	$ 54,743	1.210	$ 58,104	1.265	$ 60,745	1.305	$ 62,666
		284.47		297.52		315.78		330.14		340.58
3	1.130	$ 54,263	1.185	$ 56,904	1.260	$ 60,505	1.315	$ 63,146	1.355	$ 65,067
		294.91		309.26		328.83		343.19		353.63
4	1.170	$ 56,183	1.230	$ 59,065	1.310	$ 62,906	1.365	$ 65,547	1.405	$ 67,468
		305.34		321.00		341.88		356.24		366.67
5	1.210	$ 58,104	1.275	$ 61,226	1.360	$ 65,307	1.415	$ 67,948	1.455	$ 69,869
		315.78		332.75		354.93		369.28		379.72
6	1.250	$ 60,025	1.320	$ 63,386	1.410	$ 67,708	1.465	$ 70,349	1.505	$ 72,270
		326.22		344.49		367.98		382.33		392.77
7	1.290	$ 61,946	1.365	$ 65,547	1.460	$ 70,109	1.515	$ 72,750	1.555	$ 74,671
		336.66		356.24		381.03		395.38		405.82
8	1.33	$ 63,867	1.410	$ 67,708	1.51	$ 72,510	1.565	$ 75,151	1.605	$ 77,072
		347.10		367.98		394.08		408.43		418.87
9	1.370	$ 65,787	1.455	$ 69,869	1.560	$ 74,911	1.615	$ 77,552	1.655	$ 79,473
		357.54		379.72		407.13		421.48		431.92
10	1.410	$ 67,708	1.500	$ 72,030	1.630	$ 78,273	1.685	$ 80,914	1.725	$ 82,835
		367.98		391.47		425.39		439.75		450.19
11	1.450	$ 69,629	1.545	$ 74,191	1.680	$ 80,674	1.735	$ 83,315	1.775	$ 85,236
		378.42		403.21		438.44		452.80		463.24
12	1.490	$ 71,550	1.590	$ 76,352	1.730	$ 83,075	1.785	$ 85,716	1.825	$ 87,637
		388.86		414.96		451.49		465.85		476.29
13	1.530	$ 73,471	1.635	$ 78,513	1.780	$ 85,476	1.835	$ 88,117	1.875	$ 90,038
		399.30		426.70		464.54		478.90		489.33
14			1.680	$ 80,674	1.830	$ 87,877	1.885	$ 90,518	1.925	$ 92,439
				438.44		477.59		491.94		502.38
15			1.725	$ 82,835	1.880	$ 90,278	1.935	$ 92,919	1.975	$ 94,840
				450.19		490.64		504.99		515.43
16					1.930	$ 92,679	1.985	$ 95,320	2.025	$ 97,241
						503.69		518.04		528.48
18	1.570	$ 75,391	1.770	$ 84,995	1.980	$ 95,080	2.035	$ 97,721	2.075	$ 99,642
		409.74		461.93		516.74		531.09		541.53
21	1.590	$ 76,352	1.840	$ 88,357	2.030	$ 97,481	2.105	$ 101,082	2.145	$ 103,003
		414.96		480.20		529.79		549.36		559.80
24	1.610	$ 77,312	1.860	$ 89,317	2.080	$ 99,882	2.135	$ 102,523	2.175	$ 104,444
		420.18		485.42		542.83		557.19		567.63
27	1.630	$ 78,273	1.880	$ 90,278	2.130	$ 102,283	2.185	$ 104,924	2.225	$ 106,845
		425.39		490.64		555.88		570.24		580.68

APPENDIX C-2

Wadsworth School District
Teacher Salary Schedule
2024-2025 School Year

	BA		BA 150		Masters		Masters +15		Masters +30	
Years	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**
0	1.000	$ 49,221	1.050	$ 51,682	1.110	$ 54,635	1.165	$ 57,342	1.205	$ 59,311
		267.51		280.88		296.93		311.64		322.34
1	1.050	$ 51,682	1.095	$ 53,897	1.160	$ 57,096	1.215	$ 59,804	1.255	$ 61,772
		280.88		292.92		310.31		325.02		335.72
2	1.090	$ 53,651	1.140	$ 56,112	1.210	$ 59,557	1.265	$ 62,265	1.305	$ 64,233
		291.58		304.96		323.68		338.39		349.09
3	1.130	$ 55,620	1.185	$ 58,327	1.260	$ 62,018	1.315	$ 64,726	1.355	$ 66,694
		302.28		316.99		337.06		351.77		362.47
4	1.170	$ 57,589	1.230	$ 60,542	1.310	$ 64,480	1.365	$ 67,187	1.405	$ 69,156
		312.98		329.03		350.43		365.14		375.85
5	1.210	$ 59,557	1.275	$ 62,757	1.360	$ 66,941	1.415	$ 69,648	1.455	$ 71,617
		323.68		341.07		363.81		378.52		389.22
6	1.250	$ 61,526	1.320	$ 64,972	1.410	$ 69,402	1.465	$ 72,109	1.505	$ 74,078
		334.38		353.11		377.18		391.90		402.60
7	1.290	$ 63,495	1.365	$ 67,187	1.460	$ 71,863	1.515	$ 74,570	1.555	$ 76,539
		345.08		365.14		390.56		405.27		415.97
8	1.33	$ 65,464	1.410	$ 69,402	1.51	$ 74,324	1.565	$ 77,031	1.605	$ 79,000
		355.78		377.18		403.93		418.65		429.35
9	1.370	$ 67,433	1.455	$ 71,617	1.560	$ 76,785	1.615	$ 79,492	1.655	$ 81,461
		366.48		389.22		417.31		432.02		442.72
10	1.410	$ 69,402	1.500	$ 73,832	1.630	$ 80,230	1.685	$ 82,937	1.725	$ 84,906
		377.18		401.26		436.03		450.75		461.45
11	1.450	$ 71,370	1.545	$ 76,046	1.680	$ 82,691	1.735	$ 85,398	1.775	$ 87,367
		387.88		413.30		449.41		464.12		474.82
12	1.490	$ 73,339	1.590	$ 78,261	1.730	$ 85,152	1.785	$ 87,859	1.825	$ 89,828
		398.58		425.33		462.78		477.50		488.20
13	1.530	$ 75,308	1.635	$ 80,476	1.780	$ 87,613	1.835	$ 90,321	1.875	$ 92,289
		409.28		437.37		476.16		490.87		501.57
14			1.680	$ 82,691	1.830	$ 90,074	1.885	$ 92,782	1.925	$ 94,750
				449.41		489.53		504.25		514.95
15			1.725	$ 84,906	1.880	$ 92,535	1.935	$ 95,243	1.975	$ 97,211
				461.45		502.91		517.62		528.32
16					1.930	$ 94,997	1.985	$ 97,704	2.025	$ 99,673
						516.29		531.00		541.70
18	1.570	$ 77,277	1.770	$ 87,121	1.980	$ 97,458	2.035	$ 100,165	2.075	$ 102,134
		419.98		473.48		529.66		544.37		555.07
21	1.590	$ 78,261	1.840	$ 90,567	2.030	$ 99,919	2.105	$ 103,610	2.145	$ 105,579
		425.33		492.21		543.04		563.10		573.80
24	1.610	$ 79,246	1.860	$ 91,551	2.080	$ 102,380	2.135	$ 105,087	2.175	$ 107,056
		430.68		497.56		556.41		571.12		581.82
27	1.630	$ 80,230	1.880	$ 92,535	2.130	$ 104,841	2.185	$ 107,548	2.225	$ 109,517
		436.03		502.91		569.79		584.50		595.20

APPENDIX C-3

Wadsworth School District
Teacher Salary Schedule
2025-2026 and 2026-2027 School Years

	BA		BA 150		Masters		Masters +15		Masters +30	
Years	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**
0	1.000	$ 50,698	1.050	$ 53,233	1.110	$ 56,275	1.165	$ 59,063	1.205	$ 61,091
		275.53		289.31		305.84		321.00		332.02
1	1.050	$ 53,233	1.095	$ 55,514	1.160	$ 58,810	1.215	$ 61,598	1.255	$ 63,626
		289.31		301.71		319.62		334.77		345.79
2	1.090	$ 55,261	1.140	$ 57,796	1.210	$ 61,345	1.265	$ 64,133	1.305	$ 66,161
		300.33		314.11		333.39		348.55		359.57
3	1.130	$ 57,289	1.185	$ 60,077	1.260	$ 63,879	1.315	$ 66,668	1.355	$ 68,696
		311.35		326.51		347.17		362.33		373.35
4	1.170	$ 59,317	1.230	$ 62,359	1.310	$ 66,414	1.365	$ 69,203	1.405	$ 71,231
		322.37		338.91		360.95		376.10		387.12
5	1.210	$ 61,345	1.275	$ 64,640	1.360	$ 68,949	1.415	$ 71,738	1.455	$ 73,766
		333.39		351.30		374.72		389.88		400.90
6	1.250	$ 63,373	1.320	$ 66,921	1.410	$ 71,484	1.465	$ 74,273	1.505	$ 76,300
		344.42		363.70		388.50		403.66		414.68
7	1.290	$ 65,400	1.365	$ 69,203	1.460	$ 74,019	1.515	$ 76,807	1.555	$ 78,835
		355.44		376.10		402.28		417.43		428.45
8	1.33	$ 67,428	1.410	$ 71,484	1.51	$ 76,554	1.565	$ 79,342	1.605	$ 81,370
		366.46		388.50		416.05		431.21		442.23
9	1.370	$ 69,456	1.455	$ 73,766	1.560	$ 79,089	1.615	$ 81,877	1.655	$ 83,905
		377.48		400.90		429.83		444.99		456.01
10	1.410	$ 71,484	1.500	$ 76,047	1.630	$ 82,638	1.685	$ 85,426	1.725	$ 87,454
		388.50		413.30		449.12		464.27		475.29
11	1.450	$ 73,512	1.545	$ 78,328	1.680	$ 85,173	1.735	$ 87,961	1.775	$ 89,989
		399.52		425.70		462.89		478.05		489.07
12	1.490	$ 75,540	1.590	$ 80,610	1.730	$ 87,708	1.785	$ 90,496	1.825	$ 92,524
		410.54		438.10		476.67		491.83		502.85
13	1.530	$ 77,568	1.635	$ 82,891	1.780	$ 90,242	1.835	$ 93,031	1.875	$ 95,059
		421.56		450.50		490.45		505.60		516.62
14			1.680	$ 85,173	1.830	$ 92,777	1.885	$ 95,566	1.925	$ 97,594
				462.89		504.22		519.38		530.40
15			1.725	$ 87,454	1.880	$ 95,312	1.935	$ 98,101	1.975	$ 100,129
				475.29		518.00		533.16		544.18
16					1.930	$ 97,847	1.985	$ 100,636	2.025	$ 102,663
						531.78		546.93		557.95
18	1.570	$ 79,596	1.770	$ 89,735	1.980	$ 100,382	2.035	$ 103,170	2.075	$ 105,198
		432.59		487.69		545.55		560.71		571.73
21	1.590	$ 80,610	1.840	$ 93,284	2.030	$ 102,917	2.105	$ 106,719	2.145	$ 108,747
		438.10		506.98		559.33		580.00		591.02
24	1.610	$ 81,624	1.860	$ 94,298	2.080	$ 105,452	2.135	$ 108,240	2.175	$ 110,268
		443.61		512.49		573.11		588.26		599.28
27	1.630	$ 82,638	1.880	$ 95,312	2.130	$ 107,987	2.185	$ 110,775	2.225	$ 112,803
		449.12		518.00		586.88		602.04		613.06

APPENDIX C-4

Wadsworth School District
Hourly Tutor Rates
School Years: 2023-2024, 2024-2025, ~~and~~ 2025-2026, and 2026-2027

	2023-24				2024-25		2025-26 and 2026-27	
	BA		BA 150		BA	BA 150	BA	BA150
Years	Index	Hourly Rate	Index	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
0	1.000	$ 25.87	1.050	$ 27.16	$ 26.52	$ 27.85	$ 27.32	$ 28.69
1	1.050	$ 27.16	1.095	$ 28.33	$ 27.85	$ 29.04	$ 28.69	$ 29.92
2	1.090	$ 28.20	1.140	$ 29.49	$ 28.91	$ 30.23	$ 29.78	$ 31.14
3	1.130	$ 29.23	1.185	$ 30.66	$ 29.97	$ 31.43	$ 30.87	$ 32.37
4	1.170	$ 30.27	1.230	$ 31.82	$ 31.03	$ 32.62	$ 31.96	$ 33.60
5	1.210	$ 31.30	1.275	$ 32.98	$ 32.09	$ 33.81	$ 33.06	$ 34.83
6	1.250	$ 32.34	1.320	$ 34.15	$ 33.15	$ 35.01	$ 34.15	$ 36.06
7	1.290	$ 33.37	1.365	$ 35.31	$ 34.21	$ 36.20	$ 35.24	$ 37.29
8	1.33	$ 34.41	1.410	$ 36.48	$ 35.27	$ 37.39	$ 36.34	$ 38.52
9	1.370	$ 35.44	1.455	$ 37.64	$ 36.33	$ 38.59	$ 37.43	$ 39.75
10	1.410	$ 36.48	1.500	$ 38.81	$ 37.39	$ 39.78	$ 38.52	$ 40.98
11	1.450	$ 37.51	1.545	$ 39.97	$ 38.45	$ 40.97	$ 39.61	$ 42.21
12	1.490	$ 38.55	1.590	$ 41.13	$ 39.51	$ 42.17	$ 40.71	$ 43.44
13	1.530	$ 39.58	1.635	$ 42.30	$ 40.58	$ 43.36	$ 41.80	$ 44.67
14			1.680	$ 43.46		$ 44.55		$ 45.90
15			1.725	$ 44.63		$ 45.75		$ 47.13
16								
18	1.570	$ 40.62	1.770	$ 45.79	$ 41.64	$ 46.94	$ 42.89	$ 48.36
21	1.590	$ 41.13	1.840	$ 47.60	$ 42.17	$ 48.80	$ 43.44	$ 50.27
24	1.610	$ 41.65	1.860	$ 48.12	$ 42.70	$ 49.33	$ 43.99	$ 50.82
27	1.630	$ 42.17	1.880	$ 48.64	$ 43.23	$ 49.86	$ 44.53	$ 51.36

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-~~2026~~2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
ADVISORS – Grade 12 Class	5.00%			
Grade 12 Assistant	3.00%			
Grade 11 Class	4.00%			
Grade 11 Assistant	2.00%			
Grade 10 Class	1.00%			
Grade 9 Class	1.00%			
Grade 8 Class	1.00%			
Grade 7 Class	1.00%			
Academic Challenge Middle School	1.00%			
Academic Challenge High School	4.00%			
Annual	10.00%			
Art/Music/Fine Arts Festival	1.00%			
Bus Ramp Duty	2.50%			
Career Tech Education Clubs[1] (when State-mandated)	1.00%			
Chess Club Advisor	2.00%			
Choir (CIS)	1.00%			
Choir (WMS)	1.00%			
Crisis Response Leader	3.00%			
Crossing Guard Supervisor (Elementary)	1.00%			
Department Heads	5.00% (3-6 team); 8.00% (7-9 team); 11.00% (10+ team)			
High School Business, Encore, English, Foreign Lang., Guidance, H.P.E., Math, Science, Social Studies, Special Education, Career Technical Education	(Each teacher in the dept. three [3] periods/day counts in total.)			
WMS Encore, English, Math, Science, Social Studies, Special Education				
Intermediate School English, Math, Science, Social Studies, Special Education, K-8 School Counselors				
Drama Club Advisor	2.00%			
Drama Dept. Chair	5.00%			
Fine Arts Festival Performance Coordinator	1.00%			
Fine Arts Festival Logistical Coordinator	1.00%			
Fishing Club	1.00%			
High School Art Club	5.00%			
LPDC Chair	7.00%			
LPDC Member	5.00%			
Media Communications Event Coordinator	6.00%			

[1] Career Technical Education Club Advisors will attend at least one (1) Saturday meeting for regional competition where/when applicable to, activity and at least one (1) Saturday meeting for State qualifiers where/when applicable to activity.

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-~~2026~~2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
National Forensic Head Coach	15.00%	15.75%	17.25%	18.75%
Assistant Coach – Debate	13.00%	13.65%	14.95%	16.25%
Assistant Coach – All Events	10.00%	10.50%	11.50%	12.50%
National Honor Society	5.00%			
Newspaper – Senior High (Bruin)	10.00%			
Newspaper – Middle School	3.00%			
Newspaper - CIS	2.00%			
OTES Committee Chair	1.00%			
Percussion Artist in Residence	10.00%			
Performance Improvement Plan Mentor	$250 per semester			
PDC Chair	3.00%			
PDC Member	2.00%			
Pep Club	3.00%			
Peer Tutor Advisor Middle School	5.00%			
Plays[2] – High School Play	14.00%	x1.05%	x1.15%	x1.25%
High School Musical	20.00%			
Middle School Play	11.00%			
Middle School Musical	14.00%			
Power of the Pen	3.00%			
Power of the Pen Asst. Coach	1.00%			
Resident Educator Mentor (4-yr. Program)	Yr. 1 of Program $2,000; Yr. 2 $1,500; Yr. 3 $500			
Resident Educator Mentor (2-yr. Program)	Yr. 1 of Program: $2,000; Yr. 2: $2,000			
Response to Intervention Chair (Gr. K-6)	7%			
Response to Intervention Chair (Gr. 7-12)	3%			
Response to Intervention Member (Gr. K-6)	5%			
Response to Intervention Member (Gr. 7-12)	2%			
S.A.D.D. High School	2.00%			
S.A.D.D. Middle School	1.00%			
Science/STEM Club Advisor	2.00%			
Science Fair	3.00%			
Student Council High School	6.00%			
Student Council Assistant High School	4.00%			
Student Council Elementary (K-4)	1.50%			
Student Council (CIS & WMS)	2.00%			
Student of the Month	1.00%			
Vocal Music Director	12.00%			
V.O.F.T.	1.00%			

[2] The above percentages shall be divided between the participating directors. The distribution of these funds must be determined in advance of the performance and in time for Board action on the supplemental contracts. The experience factors of the Supplemental Salary Schedule shall be applied on an individual basis to the portion of the total percentage apportioned to each director. Contemplates a total of six (6) productions.

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-~~2026~~2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
BAND DIRECTOR – High School	34.00%			
Assistant Band Director (HS/MS)	14.00%			
WMS Band	1.00%			
CIS Band	1.00%			
BASEBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	9.00%	9.35%	10.05%	10.75%
Reserve Coach	9.00%	9.35%	10.05%	10.75%
Freshman Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (Boys') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
7th Grade Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (Girls') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
7th Grade Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (WHEELCHAIR)				
Head Coach	8.00%	8.90%	10.70%	12.50%
Asst. Coach	7.00%	7.60%	8.80%	10.00%
BOWLING (Boys' and Girls') – Varsity	10.00%	10.50%	11.50%	12.50%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
CHEERLEADERS – High School				
Varsity/J.V./Fall	7.00%	7.25%	7.75%	8.25%
Varsity/J.V./Winter	7.00%	7.25%	7.75%	8.25%
Freshman: Fall	2.50%	2.63%	2.88%	3.13%
Freshman: Winter	3.00%	3.15%	3.45%	3.75%
Middle School - Fall	2.00%	2.10%	2.30%	2.50%
Middle School - Winter	2.50%	2.63%	2.88%	3.13%
CROSS COUNTRY				
Varsity Coach (Boys')	10.00%	10.50%	11.50%	12.50%
Varsity Coach (Girls')	10.00%	10.50%	11.50%	12.50%
Varsity Assistant (Boys'/Girls')	7.00%	7.35%	8.05%	8.75%
Middle School (Boys'/Girls')	9.00%	9.40%	10.20%	11.00%
Middle School Assistant	7.00%	7.35%	8.05%	8.75%

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-~~2026~~2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
FACULTY MANAGER				
Middle School Athletic Director	12.00%			
Fall HS Faculty Manager	7.00%			
Winter HS Faculty Manager	7.00%			
Spring HS Faculty Manager	7.00%			
FLAG CORP/AUXILIARY UNIT	8.00% for Fall & 9.00% Winter			
FOOTBALL – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistants	13.00%	13.65%	14.95%	16.25%
Reserve Coaches	13.00%	13.65%	14.95%	16.25%
9th Grade Head Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Assistant	11.50%	12.08%	13.23%	14.38%
8th Grade Head Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Assistant	9.50%	9.98%	10.93%	11.88%
Middle School Assistant	9.50%	9.98%	10.93%	11.88%
GOLF – Varsity Coach (Boys'/Girls')	10.00%	10.50%	11.50%	12.50%
Reserve Coach	6.00%	6.30%	6.90%	7.50%
GYMNASTICS – Varsity Coach	10.00%	10.50%	11.50%	12.50%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
INTRAMURALS – Elementary	2.00%			
Middle School	2.00%			
High School	4.00%			
LACROSSE (Boys') – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Reserve Coach (Boys')	7.00%	7.35%	8.05%	8.75%
Varsity Coach (Girls')	12.00%	12.60%	13.80%	15.00%
Reserve Coach (Girls')	7.00%	7.35%	8.05%	8.75%
SOFTBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	9.00%	9.35%	10.05%	10.75%
Reserve Coach	9.00%	9.35%	10.05%	10.75%
SOCCER – Varsity Boys' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys' Assistant	9.00%	9.40%	10.20%	11.00%
Reserve Boys' Coach	9.00%	9.40%	10.20%	11.00%
9th Grade Boys' Coach	8.00%	8.40%	9.20%	10.00%
Varsity Girls' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls' Assistant	9.00%	9.40%	10.20%	11.00%
Reserve Girls' Coach	9.00%	9.40%	10.20%	11.00%
9th Grade Girls' Coach	8.00%	8.40%	9.20%	10.00%

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-~~2026~~2027

SWIMMING – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
TENNIS – Varsity Boys' Coach	10.00%	10.50%	11.50%	12.50%
Reserve Boys' Coach	6.00%	6.30%	6.90%	7.50%
Varsity Girls' Coach	10.00%	10.50%	11.50%	12.50%
Reserve Girls' Coach	6.00%	6.30%	6.90%	7.50%
TRACK – Varsity Boys' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys' Assistant	8.00%	8.40%	9.20%	10.00%
Assistant (Boys'/Girls')	8.00%	8.40%	9.20%	10.00%
Varsity Girls' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls' Assistant	8.00%	8.40%	9.20%	10.00%
TRACK – Middle School				
Head Boys' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Boys' Coach	7.00%	7.35%	8.05%	8.75%
Head Girls' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Girls' Coach	7.00%	7.35%	8.05%	8.75%
VOLLEYBALL (Girls')				
Varsity Coach	12.00%	12.60%	13.80%	15.00%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Assistant	7.00%	7.35%	8.05%	8.75%
WEIGHT ROOM SUPERVISOR – Per Season	5.00%	5.25%	5.75%	6.25%
WRESTLING				
Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	10.00%	10.50%	11.50%	12.50%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Assistant	7.00%	7.35%	8.05%	8.75%

Ohio Teacher Evaluation System | Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence				
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					understand each student's prior knowledge while supporting the student's development.
	Evidence				
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence				
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The

Ohio Teacher Evaluation System | Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence				
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	Element 6.4				instructional plan draws upon input from school professionals and outside resources.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or	The teacher gives students substantive, specific and	The teacher gives students substantive, specific and timely feedback to support individual

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			limited and may not always support student learning.	timely feedback to support their learning.	student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence				
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence				
LESSON DELIVERY *(continued)*	**Student-centered learning** Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		instructional strategies or resources.			make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence				
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			sense of well-being but does not address them effectively.	positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence				
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence				
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence				

APPENDIX E-1

Professional Growth Plan

#EachChildOurFuture

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Ohio Department of Education

APPENDIX E-1

Ohio Teacher Evaluation | **Improvement Plan**

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____ School year:

_____Building: _____Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students. In addition, it is recommended that teachers who have Ineffective ratings in any area of performance or who have an overall Ineffective performance rating have an Improvement Plan. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

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Ohio Teacher Evaluation | **Improvement Plan**

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: Date: _____

Evaluator's Signature: Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Ohio Teacher Evaluation | **Improvement Plan**

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: Date: _____
Evaluator's Signature: Date: _____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Informal Observation: General Form

Teacher Name:_____ **Grade(s)/Subject Area(s):**_____**Date:** _____

Evaluator Name:_____ **Time Walkthrough Begins:**_____ **Time Walkthrough Ends:** _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
Instruction and lesson activities are accessible and challenging for students	Multiple methods of assessment of student learning are utilized to guide instruction
Other:	Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature:_____ ☐ **Photocopy to Teacher**

Ohio School Counselor Evaluation System | **Assessment of School Counselor Performance**

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

APPENDIX E-2

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

APPENDIX E-2

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

APPENDIX E-2

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

APPENDIX E-2

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

APPENDIX E-2

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

APPENDIX E-2

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

APPENDIX E-2

Ohio School Counselor Evaluation System | **Professional Growth Plan**

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

☐ Comprehensive School Counseling Program Plan
☐ Direct Services for Academic, Career, and Social/Emotional Development
☐ Indirect Services
☐ Evaluation and Data
☐ Leadership and Advocacy
☐ Professional Responsibility, Knowledge & Growth

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

APPENDIX E-2

Ohio School Counselor Evaluation System | **Improvement Plan**

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date

Ohio School Counselor Evaluation System	Improvement Plan

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

APPENDIX E-2

Ohio School Counselor Evaluation System | **Improvement Plan**

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date:
☐ Recommend dismissal.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

APPENDIX E-2

Ohio School Counselor Evaluation System	Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature	☐ Photocopy to School Counselor

APPENDIX E-2

Ohio School Counselor Evaluation System	Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		*Area of refinement:*		
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

APPENDIX E-3

WADSWORTH CITY SCHOOLS
SPEECH & LANGUAGE PATHOLOGIST (SLP) RUBRIC

DOMAIN A: PLANNING AND PREPARING FOR LEARNING

A.1: The SLP acquires and uses knowledge about individual students as learners in preparing lessons which consider the students' academic needs, cultural heritage, interests, and community.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Acquisition of Information About Individual Learners	• The SLP does not acquire knowledge of individual students as learners. -or- • The SLP does not acquire that knowledge from a variety of sources and in an on-going manner.	• The SLP acquires detailed information about individual students as learners from a variety of sources, and/or in an on-going manner.	• The SLP acquires extensive and detailed information about individual students as learners from a variety of sources and in an on-going manner.
Use of Acquired Information	• The SLP planning shows little or no awareness of students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural heritage *Instruction that addresses strengths and gaps in student	• The SLP clearly communicates how planning shows consideration for students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural heritage *Instruction that addresses	• The SLP clearly communicates how planning incorporates consideration for the students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural

	background knowledge and skills. • The SLP does not clearly communicate planning. • There is little evidence that the SLP uses achievement data or other assessment results to plan instruction.	strengths and gaps in student background knowledge and skills. • The SLP uses achievement data or other assessment results to plan lessons to meet individual/group instructional needs.	heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP analyzes and uses data or other assessment results to plan lessons to meet individual/group instructional needs.

A.2: The SLP demonstrates the ability to follow special education procedures, including the selection and administration of diagnostic instruments and procedures as identified by the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 and completes required paperwork to maintain compliance with federal and state laws and regulations.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Variety of Diagnostic Assessments	• The SLP is unable to select appropriate diagnostic instruments.	• The SLP selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern, and SLP/Parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from limited sources.	• The SLP selects and administers a variety of diagnostic instruments and procedures based on the student's developmental level, areas of concern, and SLP/Parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from a variety of sources.
Special Education Procedures	• The SLP demonstrates a basic knowledge of the IDEIA. The appropriate referral process is not followed.	• The SLP demonstrates an adequate understanding of IDEIA by generally following appropriate procedures for referral, identification,	• The SLP demonstrates a thorough understanding of IDEIA by consistently following appropriate procedures for referral,

		placement, and exiting students from services.	identification, placement, and exiting students from services.
Documentation	• The documentation necessary to maintain compliance with special education law and procedures is not complete. • The SLP does not clearly communicate evidence.	• The documentation for initial placement, exit, and re-evaluation packets is usually complete and thorough. • The SLP clearly communicates an explanation of the evidence.	• The documentation for initial placement, exit, and re-evaluation packets is accurately completed and thorough. • The SLP clearly communicates an explanation of the evidence.
Recommendations	• The SLP is unable to interpret diagnostic results or make case management recommendations.	• The SLP demonstrates the ability to make appropriate case management after interpreting diagnostic results.	• The SLP demonstrates the ability to make appropriate case management recommendations after accurately interpreting diagnostic results for a variety of communication disorders.

A.3: The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress towards IEP goals and objectives.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Alignment with Standards	• Assessments do not provide opportunities for students to demonstrate proficiency.	• Assessments aligned with IEP goals and objectives provide evidence that students at some developmental levels are given opportunities to meet the IEP goals and objectives.	• Assessments aligned with IEP goals and objectives provide evidence that students at all developmental levels are given multiple opportunities to meet the IEP goals and objectives.
Alignment and Variety	• The SLP uses assessments that are not aligned with IEP goals and objectives. • The SLP uses mainly summative	• The SLP uses assessments that align with IEP goals and objectives. -and-	• The SLP uses assessments that align with IEP goals and objectives. -and-

	assessments. -or- • Planning for assessment is not evident.	• The SLP uses informal/formal and formative/summative assessments.	• The SLP uses extensive and varied informal/formal and formative/summative assessments.

DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

B.1: The SLP creates an inclusive and caring environment in which each individual is respected.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
SLP Interaction with Students	• SLP interactions with students are negative, demeaning, or inappropriate.	• SLP interactions with all students demonstrate respect. Interactions are inclusive and appropriate.	• SLP interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate.
Interactions Among Individuals	• SLP tolerates inappropriate and/or disrespectful interactions among individuals.	• SLP encourages respectful interactions among individuals and appropriately addresses any disrespectful interactions among individuals.	• SLP encourages and/or reinforces positive and respectful interactions among individuals -and/or- • Interactions are respectful.

B.2: The SLP establishes effective routines and procedures, maintains a safe and orderly environment, and manages transitions to maximize instructional time.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Routines/Procedures	• The SLP uses procedures for managing student groups, supplies, and equipment that result in considerable loss of instructional time. • The SLP maintains an	• The SLP establishes and uses effective routines and procedures for managing student groups, supplies, and/or equipment. • The SLP acts to maintain a	• The SLP establishes and uses effective routines and procedures that incorporate student responsibility for managing student groups, supplies, and/or equipment.

	environment where hazards exist.	safe environment.	• The SLP acts to maintain a safe environment.
Transitions	• The SLP does not establish procedures for most transitions. Considerable instructional time is lost.	• The SLP establishes and directs procedures for transitions. No instructional time is lost.	• The SLP establishes procedures for managing seamless transitions incorporating student responsibility. No instructional time is lost.

B.3: The SLP manages and monitors student behavior to maximize instructional time.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Monitoring of Student Behavior	• The SLP does not monitor student behavior and/or the SLP is unaware of student behaviors, which results in considerable loss of individual, group, and/or whole class time on task.	• The SLP monitors student behavior at all times which promotes individual, group, and/or whole class time on task.	• The SLP monitors student behavior in a manner that anticipates and prevents student misbehavior and that allows for student to monitor their own and/or their peers' behavior which results in no loss of time on task.
Response to Misbehavior	• The SLP does not respond to off-task or disruptive behavior. -or- • The SLP response to student misbehavior is inconsistent and/or has minimal results.	• The SLP response to misbehavior is appropriate, consistent, and the desired behavior is attained.	• The SLP response to misbehavior is appropriate, consistent, and sensitive to students' individual needs, and the desired behavior is attained. -or- • Student misbehavior is not evident.

DOMAIN C: TEACHING FOR LEARNING

C.1: The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the student.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Communication of IEP Goals and Objectives	• The SLP does not communicate the IEP goals and objectives to the student.	• The SLP clearly and accurately communicates the IEP goals and objectives to each student.	• The SLP clearly and accurately communicates the IEP goals and objectives to each student along with a rationale for this learning.
Instructional Directions and Procedures	• The SLP does not communicate instructional directions or procedures. -or- • The SLP communicates instructional directions or procedures inaccurately.	• The SLP clearly and accurately communicates instructional directions and procedures for the activity.	• The SLP clearly and accurately communicates instructional directions and procedures for the activity. • The SLP anticipates possible student misunderstanding.
Monitoring and Adjusting	• The SLP is unable to develop a method of periodic monitoring.	• The SLP develops a program of periodic monitoring of student progress toward IEP goals and objectives. The SLP uses information to modify treatment plans, strategies, or materials to meet the needs of the student.	• The SLP develops a program of periodic monitoring of student progress toward IEP goals and objectives. The SLP uses information to modify treatment plans, strategies, or materials to meet the needs of the student. The SLP involves the student in the monitoring of progress.
Use of Information	• The SLP does not have the information to determine the present levels of performance on IEP progress reports.	• The SLP uses monitored information to report student's present levels of performance on IEP progress reports.	• The SLP uses monitored information to report student's present levels of performance on the IEP and IEP progress reports or in collaboration with other special education and general education staff.

C.2: The SLP demonstrates content knowledge of speech and language development and therapy techniques.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Knowledge of Speech/Language Development	• The SLP uses daily activities and objectives that may or may not be related to the hierarchy of speech/language development. Tasks are unrelated to student's needs or instructional level.	• The SLP chooses daily activities and objectives in the hierarchy of speech/language development which move the student towards fulfilling IEP goals and objectives. Tasks are assigned at or near the student's instructional level.	• The SLP chooses daily activities and objectives in the hierarchy of speech/language development which move the student towards fulfilling IEP goals and objectives. SLP manipulates tasks assigned so that students consistently work at instructional level.
Knowledge of Speech/Language Techniques and Service Delivery Models	• The SLP uses one model of therapy for treatment of speech/language disorders for all students. Services are delivered only in the Speech room.	• The SLP uses a variety of therapy models and techniques to meet individual student needs as specified in the IEP. Services are delivered in a variety of environments.	• The SLP uses a variety of therapy models and techniques to deliver appropriate services to meet individual student needs as specified in the IEP. Services are delivered in the environment most appropriate to student and IEP needs.

C.3: The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Conceptual Understanding	• The SLP conducts lessons that are not appropriate to the specific area of disability and are not relevant to the IEP.	• The SLP challenges students in a variety of adaptable activities that address the specific areas of disability and promotes mastery of IEP goals and	• The SLP consistently challenges students in a variety of creative, adaptable activities that address the specific areas of disability and

		objectives.	promotes mastery of IEP goals and objectives.
Monitoring and Adjustment	• The SLP presents the lesson as planned and makes no adjustments.	• The SLP periodically monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.	• The SLP monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.
Extension of Thinking	• The SLP creates situations that do not challenge students to think about the IEP goal and/or objective being taught.	• The SLP creates situations that challenge students to think independently, creatively, or critically about the IEP goal and/or objective being taught.	• The SLP creates situations that challenge students to think independently, creatively, or critically about the IEP goal and/or objective being taught to reflect their understanding and consider new possibilities.

C.4: The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Student Engagement	• The SLP has difficulty engaging the students in selected activities.	• The SLP consistently engages the students in learning through the use of controlled choices, relevancy to speech/language progress, and the student's instructional level.	• The SLP consistently engages the students in learning through the use of controlled choices, relevancy to academic progress, and the student's instructional level.
Thought-Provoking Questions	• The SLP frequently asks questions that are inappropriate to the objectives of the lesson. • The SLP frequently does not ask follow-up questions. • The SLP does not provide appropriate wait time.	• The SLP asks thought-provoking questions that focus on the objectives of the lesson. • The SLP seeks clarification through additional questions. • The SLP provides appropriate wait time.	• The SLP routinely asks thought-provoking questions that focus on the objectives of the lesson. • The SLP seeks clarification and elaboration through additional questions.

			• The SLP provides appropriate wait time.

C.5: The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Quality – Methods and Timelines	• The SLP provides insufficient and/or inaccurate feedback to students about their progress toward the learning objectives. -or- • Feedback is not provided in a timely manner	• The SLP provides accurate, specific, and timely feedback to students about their progress toward the learning objectives. • The SLP provides feedback using a variety of methods and facilitates student self-assessment.	• The SLP routinely provides substantive, accurate, specific, and timely feedback to students about their progress toward the learning objectives. • The SLP provides feedback using a variety of methods and facilitates student self-assessment.
Student Errors/ Misconceptions	• The SLP does not correct student content errors. • The SLP fails to address misconceptions.	• The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept. • The SLP addresses misconceptions as they arise.	• The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept and by facilitating opportunities for self-correction. • The SLP anticipates and addresses misconceptions.

C.6: The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Session	• The SLP misjudges and/or makes	• The SLP makes an accurate	• The SLP makes a thoughtful

Effectiveness	an inaccurate assessment of the session's effectiveness or the extent to which the instructional goals of the session were met. -or- • The SLP does not address the session observed. -or- • The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence.	assessment of the session's effectiveness and the extent to which it achieved its goals by citing examples from the session. • The SLP clearly communicates the explanation of the evidence.	and accurate assessment of the session's effectiveness and the extent to which it achieved its goals, citing specific examples from the session's strengths and/or weaknesses related to the session's objectives. • The SLP clearly communicates the explanation of the evidence.
Student Engagement	• The SLP makes inaccurate assessment of the level of student engagement. -or- • The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence,	• The SLP makes an accurate assessment of the level of student engagement, listing positive and negative examples of student actions. • The SLP clearly communicates the explanation of the evidence.	• The SLP makes a thoughtful and accurate assessment of the level of student engagement, addressing specific examples of positive and/or negative student actions. • The SLP clearly communicates the explanation of the evidence.
Future Planning	• The SLP does not explain why changes may or may not be necessary. • The SLP gives up and/or blames the students or the environment for the students' lack of success. -or- • The SLP does not address the session observed. -or-	• The SLP offers appropriate explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- • The SLP offers appropriate explanations and specific suggestions for why the	• The SLP offers insightful explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- • The SLP offers insightful explanations and constructive suggestions for why the

	• The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence.	assessment choices, SLP's contributions to meetings, or future instruction would be changed. • The SLP clearly communicates the explanation of the evidence.	assessment choices, SLP's contributions to meetings, or future instruction would be changed. • The SLP clearly communicates the explanation of the evidence.

DOMAIN D: PROFESSIONALISM

D.1: The SLP will provide constructive information on student performance to teachers and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Collaboration with Teachers and Other Professionals	• The SLP does not collaborate with other professionals. • The SLP does not clearly communicate the evidence.	• The SLP demonstrates collaboration by sharing results of assessments with other professionals. The SLP seeks information on student performance from the teacher. • The SLP clearly communicates an explanation of the evidence.	• The SLP demonstrates effective professional collaboration by sharing results of on-going assessments of student's performance. The SLP seeks information on student performance from the teacher. The SLP keeps documentation of teacher collaboration and/or meetings. • The SLP clearly communicates an explanation of the evidence.
Collaboration with IEP Team	• Another school designee must convene the team, the SLP gives minimal cooperation with needed paperwork, and speech terms	• The SLP convenes the team when the IEP is due. All forms are at hand but may not be completed, and language	• The SLP convenes the team when the IEP review is due. All forms are ready, with language clear to all team

	dominate the language requiring translation for the team members to understand. • The SLP does not clearly communicate the evidence.	includes speech terms with are unclear to some team members. • The SLP clearly communicates an explanation of the evidence.	members. • The SLP clearly communicates an explanation of the evidence.
Needs of the Student	• The present level of performance is given as a generic statement; the needs of the student are defined by the SLP's program. • The SLP does not clearly communicate the evidence.	• The present level of performance is stated with general agreement of the team; the needs of the student are developed in consideration of communication development. • The SLP clearly communicates an explanation of the evidence.	• The present level of performance is stated with supporting evidence is provided; the needs of the student are developed in consideration of communication needs for classroom performance. • The SLP clearly communicates an explanation of the evidence.

D.2: The SLP informs the family about the progress of their child towards IEP goals and completes progress reports as designated in the IEP.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Communication with Parents	• The SLP does not provide progress information to the families.	• The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information to families of program students as designated in the IEP. The SLP seeks information on student performance from the parent.	• The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information and sharing the results of on-going assessment to families of program students as designated in the IEP. The SLP actively seeks information on student performance from the parent.

			The SLP encourages the parent's involvement in the therapeutic process. The SLP provides relevant information on speech/language disorders.

D.3: The SLP establishes and maintains professional relationships with peers and team members and functions as a member of a Response to Intervention Team (when included as a team member by the school), participates in staff, school, and district initiatives.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Professional Relationships	• The SLP does not respond to the needs of staff members and/or attends RTI meetings when invited. • The SLP does not clearly communicate the evidence.	• The SLP demonstrates the establishment of professional relationships by actively participating in the RTI Team and supporting the team developing and implementing decisions. • The SLP clearly communicates an explanation of the evidence.	• The SLP demonstrates the establishment of professional relationships by actively participating in the RTI Team and supporting the team developing and implementing decisions. The SLP responds to the needs and concerns of school staff members as it relates to students not directly serviced by an IEP. • The SLP clearly communicates an explanation of the evidence.

D.4: The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Professional Knowledge and	• The SLP does not participate in school/district professional	• The SLP participates in required school/district	• The SLP participates in required school/district

Therapeutic Skills	development activities.	professional development activities and in additional designed to improve professional knowledge and therapeutic skills.	professional development activities and demonstrates a consistent pattern of professional growth by participating in multiple and varied professional development activities designed to improve professional knowledge and therapeutic skills.
Application	• There is no evidence that the SLP implements knowledge gained through professional development. • The SLP does not clearly communicate the evidence.	• The SLP consistently implements and describes therapeutic applications of knowledge gained though required professional development. • The SLP clearly communicates an explanation of the evidence.	• The SLP consistently implements and describes therapeutic applications of knowledge gained though required and SLP-selected professional development. • The SLP clearly communicates an explanation of the evidence.

APPENDIX E-3

WADSWORTH CITY SCHOOL DISTRICT
SPEECH & LANGUAGE PATHOLOGIST (SLP) OBSERVATION FORM

SLP:_____ **Evaluator:**_____
Situation Observed:_____ **Building:**_____
Observation Dates:_____ **Length of Observation: from to** __

Ratings are based on the Wadsworth City Schools *SLP Rubric*.
A rating of "1" requires a narrative comment to explain why the rating was given.
(1)) Ineffective (2) Skilled (3) Accomplished

		A. PLANNING AND PREPARING FOR LEARNING
	A.1	The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, interests and community.
	A.2	The SLP demonstrates the ability to follow special education procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 and completes required paperwork to maintain compliance with federal and state laws and regulations.
	A.3	The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP goals and objectives.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain A: _____

		B. CREATING AN ENVIRONMENT FOR LEARNING
	B.1	The SLP creates an inclusive and caring environment in which each individual is respected and valued.
	B.2	The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.
	B.3	The SLP manages and monitors student behavior to maximize instructional time.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain B: _____

		C. TEACHING FOR LEARNING
	C.1	The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the students.
	C.2	The SLP demonstrates content knowledge of speech and language development and therapy techniques.
	C.3	The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.
	C.4	The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.
	C.5	The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.
	C.6	The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.
		Rating _____

COMMENTS: *[insert text, expand as needed]*
Rating for Domain C: _____

		D. PROFESSIONALISM
	D.1	The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.
	D.2	The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.
	D.3	The SLP establishes and maintains professional relationships with peers and team members and functions as a member of a Response to Intervention Team (when included as a team member by the school). The SLP participates in staff, district and school initiatives.
	D.4	The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain D: _____

APPENDIX E-3

Additional Comments:

Rating: _____

Evaluator Signature _____ Date _____

SLP Signature _____ Date _____

Distribution: SLP
Evaluator
File

APPENDIX E-3

WADSWORTH CITY SCHOOL DISTRICT
SPEECH & LANGUAGE PATHOLOGIST (SLP) FINAL SUMMATIVE RATING FORM

Areas of reinforcement/ refinement:			
Final Summative (Overall) Rating	**INEFFECTIVE**	**SKILLED**	**ACCOMPLISHED**

☐ *Check here if Improvement Plan has been recommended.*

Teacher Signature_____**Date** _____

Evaluator Signature_____**Date** _____

The signatures above indicate that the SLP and evaluator have discussed the Summative Rating.

Note: The SLP may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the WEA Agreement Section 11.14.

Appendix E-4

Wadsworth City Schools Evaluation Instrument
School Psychologists & Tech Integration Specialists

Rating Key: Accomplished (4)
Skilled (3)
Developing (2)
Ineffective (1)

EMPLOYEE _____ EVALUATOR _____

DEPT. _____ POSITION _____ DATE _____

Performance Traits	***Rating (Numerical Score)***	***Numerical Score (from previous column)***	***Comments***
1. PROFESSIONAL EXPERTISE Knowledge of job, qualifications			
2. TEAMWORK: Teamwork, works well with others, cooperates with colleagues			
3. PROFESSIONAL CHARACTER: Appearance, courtesy, attitude, public relations, communication			
4. PERSONAL JOB ACCOMPLISHMENTS/INITIATIVE: Motivation, reliability, dependability, interest in work			
5. LEADERSHIP: Sets example, provides direction, has vision			

Appendix E-4

Wadsworth City Schools Evaluation Instrument
School Psychologists & Tech Integration Specialists

Rating Key: Accomplished (4)
Skilled (3)
Developing (2)
Ineffective (1)

6. QUALITY OF WORK: Accuracy, neatness, thoroughness, standard of work			
7. QUANTITY OF WORK: Volume, amount, speed, turn-around time, projects			
8. PROFESSIONAL GROWTH: Activities, programs, initiatives			
9. ATTENDANCE: Punctual, absenteeism			
	RATING TOTAL		**OVERALL RATING:** Accomplished 32-36 Skilled 23-31 Developing 14-22 Ineffective 9-13
GENERAL COMMENTS:			

Employee's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

APPENDIX F-1

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL DONATION FORM

If you would like to donate a sick day, please complete the form below and forward it to the Wadsworth Education Association (WEA) President or your building representative by October 1st. The donation is irrevocable.

Thank you for caring for the needs of a fellow teacher.

SICK LEAVE POOL DONATION FORM

I,_____, wish to donate
(Please print your name)

one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

_____ _____
Signature Date

_____
Building

This form should be sent directly to the WEA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WEA President. Days are used for life-threatening illness or catastrophic injury only.

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL DONATION FORM FOR USE WHEN THE SICK LEAVE POOL BALANCE FALLS BELOW $35,000.00

If you would like to donate to the sick leave pool, please complete the form below and forward it to the Wadsworth Education Association (WEA) President or your building representative by _____. The donation is irrevocable.

Thank you for caring for the needs of a fellow teacher.

SICK LEAVE POOL DONATION FORM

I,_____, wish to donate
(Please print your name)

one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

_____ _____
Signature Date

_____
Building

This form should be sent directly to the WEA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WEA President. Days are used for life-threatening illness or catastrophic injury only.

APPENDIX F-3

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPLICATION FORM

If you would like to use sick days, please complete the form below forward it to the Wadsworth Education Association (WEA) President.

SICK LEAVE POOL APPLICATION FORM

I,_____, wish to use_____**days**
(Please print your name) *(Print number)*

of sick leave from the Wadsworth City Schools' Sick Leave Pool.

_____ _____
Signature Date

_____
Building

Attach your doctor's certificate to this form.

(Leave is for life-threatening illness or catastrophic injury.)

***Please note that** a maximum of thirty (30) days can be applied for at one (1) time.

APPENDIX F-4

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPROVAL FORM

_____ has requested _____ days of sick
(Name of Teacher) (No. of Days)

leave from the Sick Leave Pool. As _____ has met
(Name of Teacher)

each of the criteria set forth in Section 7.01(F)(4) of the Agreement, the request is approved.

_____ Date: _____
(Signature of WEA President)

Verification of Eligibility for Processing:

_____ Date: _____
(Signature of Superintendent)

APPENDIX G

WADSWORTH CITY SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Wadsworth City School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions

_____
Health Care Provider (Please print or type)

_____
Signature

_____ _____
Telephone Number Date

Return this form to:

Treasurer
Wadsworth Board of Education
524 Broad Street
Wadsworth, OH 44281
Phone: 330-335-1303
Fax: 330-336-6811

APPENDIX H

WADSWORTH CITY SCHOOL DISTRICT

NOTIFICATION OF PERSONAL AND UNPAID LEAVE USAGE

Teacher's Printed Name: _____

Type of Leave Requested: ☐ Personal ☐ Unpaid (continuing contract employees only)

Date of Form Submission _____
Month Day Year

Date(s) of Personal/Unpaid Leave Use _____
Month Day Year

TIME PERIOD REQUESTED: FROM:_____ TO: _____

HOURS REQUESTED: All Day_____ Other _____

Hours/Days Used Previously: Personal_____ Unpaid_____

This Notification of Personal/Unpaid Leave Use Form shall be provided to the bargaining unit member's immediate supervisor at least five (5) days in advance of the anticipated absence. If circumstances make advance notice impossible, the bargaining unit member shall notify the immediate supervisor of his/her intent to use personal/unpaid leave as soon as practicable.

Personal Leave and Unpaid Leave are subject to the restrictions in Sections 7.02D.1-3 of the WEA Master Agreement.

I understand that abuse of Personal Leave will result in discipline up to and including termination.

_____
Teacher's Signature Date

_____ ☐ ☐
Principal's Acknowledgment Date Approved Requires Superintendent's Approval

_____
Superintendent's Date
Approval of Leave Request During Restricted Time Period

Office: please copy to BLUE paper ☐ Sub Requested

☐ Leave entered into AESOP

APPENDIX I

WADSWORTH CITY SCHOOL DISTRICT
EMPLOYEE REPORT OF INJURY

(To be completed for work-related accidents or incidents of physical of or verbal assault*)

Part I: Injured Employee's Statement

I,_____, certify that on_____, 20___, at_____(a.m./p.m.),
I sustained the following injury: _____

_____

Date of Occurrence_____Place of Occurrence: _____

Circumstances leading up to the occurrence: _____

_____

In the case of a physical or verbal assault, describe the person(s) inflicting the assault: _____

_____

Have you had any previous work-related accidents? ☐ Yes ☐ No If yes, when? _____

Name(s) of witnesses to the incident: _

To whom did you report the incident? ___

Date and time reported: _____

Hospital and/or doctor rendering treatment: _____

In the case of a physical or verbal assault, date the police report was filed: _____
(Please attach a copy of the police report.)

Date of This Report: _____ _____
Signature of Employee

FORWARD TO PRINCIPAL OR SUPERVISOR

PART II: PRINCIPAL OR SUPERVISOR'S STATEMENT

Injury was reported on_____, 20___. Medical treatment (was / was not) required (*circle one)*.

Employee was sent to: _____
(State name and address of doctor and/or hospital)

_____

Did employee require time off? ☐ Yes ☐ No
Dates of absence:_____ Date returned to work: _____

Principal or Supervisor signature

FORWARD TO ASSISTANT SUPERINTENDENT'S OFFICE

* A verbal assault is defined as a threat of physical injury that is direct, specific, and plausible.

APPENDIX J

WADSWORTH EDUCATION ASSOCIATION

APPLICATION FOR JOB-SHARING POSITION

If you would like to job-share, please complete the form below and forward it to the Superintendent's office.*

JOB-SHARING APPLICATION FORM

I,_____, wish to apply for
(Please print your name)

a job-sharing assignment for the school year beginning in _____
_____
_____. I will job-share with
_____
_____
_____
(Please print your partner's name)

_____
Signature of Applicant

_____
Date

_____
Building

*Not later than March 1 of the prior school year, each participating member must individually complete and submit this Job Sharing Application Form and a Job Sharing Plan in accordance with Section 13.01 A.3.

APPENDIX K

WADSWORTH CITY SCHOOLS

LEAVE VERIFICATION / REQUEST FORM

Print Name _____ Building _____

I hereby request approval for leave as specified below *(check appropriate box)*:

- ☐ **Association** *(3 days advance notice)* (Section 4.02)
- ☐ **Sick** (Section 7.01)
- ☐ **Paid Adoption** (Section 7.03)
- ☐ **Jury Duty** (Section 7.04)
- ☐ **Summons/Subpoena** (Section 7.05)
- ☐ **Assault** *(also attach completed Employee Report of Injury Form)* (Section 7.06)
- ☐ **Unpaid Child Care** (Section 7.09)
- ☐ **Military** (Section 7.13)

Dates / Times:

From: _____ To: _____

Total Hours *(¼ hour increments)*: _____

I certify that my use of leave is in compliance with Article VII of the Agreement and that any misuse of leave will result in discipline up to and including termination.

Signature _____ Date _____

Signature of Building Principal _____ Approval (as applicable) Yes _____ Date No _____ Date

Superintendent _____ Approval (as applicable) Yes _____ Date No _____ Date

OFFICE USE ONLY

Date Request Received _____

Substitute Obtained _____ ☐ Yes ☐ No Date _____ Copy Treasurer's Office

APPENDIX L

Wadsworth City Schools – Base Plan
Blue Access® (PPO)
Effective 07/01/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$1,000/$1,600
Out-of-Pocket Limit (Single/Family)	$1,250/$2,500	$3,400/$6,800
Physician Home and Office Services (PCP/SCP) **Primary Care Physician (PCP)/** **Specialty Care Physician (SCP)** Including Office Surgeries and allergy serum: o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$20/$20 20% 20% 20%	30% 30% 30% 30%
Preventive Care Services o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No cost share	30%
Emergency and Urgent Care **Emergency Room Services** o **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products o Allergy injections o Allergy testing	$100 $25 20% 20% 20%	$100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	30%
Blue 8.0 500 Series		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

APPENDIX L

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 180 days for skilled nursing facility	20%	30%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	20%	30%
Other Outpatient Services including but not limited to: o Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. o Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined) o Durable Medical Equipment, Orthotics and Prosthetics o Physical Medicine Therapy Day Rehabilitation programs o Hospice Care o Ambulance Services	20% 20% 20%	30% 20% 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: o Cardiac Rehabilitation Unlimited o Pulmonary Rehabilitation Unlimited o Physical Therapy: 60 visits o Occupational Therapy: 60 visits o Manipulation Therapy: 12 visits o Speech therapy: 20 visits o Teledoc (Live Health Online)	 $20/$20 20%	 30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: **Mental Illness and Substance Abuse[2]** o Inpatient Facility Services o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% $20 20%	 30% 20% 20%
Human Organ and Tissue Transplants[3] o Acquisition and transplant procedures, harvest and storage.	20%	30%

APPENDIX L

Covered Benefits	Network	Non-Network
Prescription Drugs **Network Tier structure equals 1/2/3**		
• **Network Retail Pharmacies:** (30-day supply)	$10 generic/$20 preferred brand/$30 Non-preferred generic & brand	50%, min $30[5]
• **Home Delivery Service:** (90-day supply)	$25 generic/$50 preferred brand/$70 Non-preferred generic & brand	Not covered
Member may be responsible for additional cost when not selecting the available generic drug.	Rx OOP Max: $6,525 Single/$13,050 Family	
Medicare Rx - Wrap		

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). Prescription drug cost shares have a separate out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Plan to exclude for elective abortions.

[2] We encourage you to review the Schedule of Benefits for limitations.
[3] Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
[5] Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

APPENDIX L

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date 4/26/2017

DELTA DENTAL

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 1151-5000, 5091
Wadsworth City Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio
Benefit Year – January 1 through December 31
Covered Services –

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered Service for people under age 16.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age 19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.

➢Four periapical and two occlusal X-rays are payable per calendar year.

➢Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
➢Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period. Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.
➢ Composite resin (white) restorations are Covered Services on posterior teeth.
➢Porcelain and resin facings on crowns are optional treatment on posterior teeth.
➢Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
➢Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
➢Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12- month period. Chairside reline and rebase of dentures are payable once in any calendar year. Lab reline and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
➢Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
➢Implants and implant related services are payable once per tooth in any five-year period.
➢Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $3,000 per person total per Benefit Year on all services except orthodontics. $1,500 per person total per lifetime on orthodontic services.

Deductible – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.
The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

Eligible People – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

APPENDIX M

WADSWORTH CITY SCHOOLS

SUPPLEMENTAL CONTRACT
REQUEST FOR FINAL PAYMENT

Print Name: _____

Contracted Duty: _____

Date Submitted: _____

I certify that the duties have been performed, equipment stored, inventories completed, and all necessary reports are completed to the satisfaction of the building principal or Athletic Director.

Employee Signature: _____

SS No. or Emp. ID: _____

Principal's Signature: _____

Athletic Director's Signature: _____
(IF APPLICABLE)

Payroll Dept. Only

Date Received: _____

Date Paid: _____

APPENDIX N

WEA Flex Time Form

9.02 B of the *Negotiated Agreement* states the following:

"*By mutual agreement between the bargaining unit member and the appropriate Administrator, and reflected on the flex time form located on the intranet, the beginning and ending of the workday may be adjusted as long as:*

1. *There is no change in the length of the teacher's workday;*
2. *The new times do not conflict with the established student day except as provided in B4. below.*
3. *The teacher continues to make himself/herself available as needed during the normal workday for parent conferences and necessary hearings and meetings.*
4. *The high school administration may approve a flexible schedule at the request of a high school teacher that falls outside of the established student day (e.g., 0 to 7th period or 2nd to 9th period) where the flexible schedule meets the needs of the high school course offerings.*
5. *On Fridays, days of evening conferences, and days preceding holidays, a bargaining unit member will be excused fifteen (15) minutes after the last dismissal of the students in the grade level at which he/she is assigned. (When possible based on the current school day schedule and for those not already on a flex schedule.)"*

Based upon the language above, the flex time schedule agreed to is as follows:

Start Time:_____ End Time:_____

Frequency:_____

_____ _____
Printed Name (Bargaining Unit Member) Signature (Bargaining Unit Member)

_____
Date

_____ _____
Printed Name (Administrator) Signature (Administrator)

_____
Date

Copy to Assistant Superintendent

Consensus Statements

A consensus statement is a mutual agreement by the parties to faithfully execute an agreement, that while is not part of the ratified language is deemed to be essential to both parties and to their commitment moving forward.

Consensus Statement: Technology – Communication with Students and Families/Social Media

During the negotiations process of 2017 the parties discussed the following:

Individuals today are deeply engaged in electronic forms of communication for their daily interactions with friends, family and their larger social networks. As educators, we too have turned to email, websites, blogs, text messaging, and use of social media websites such as Twitter, Facebook, and others to communicate with similar groups. Whereas these forms of communications are dynamic, mobile, and quickly reach their audience through technologies that have become an integral part of our online lives, they may, in many circumstances*, not meet the public and professional standards for communicating with students.*

The guidelines outlined in this Consensus Statement are designed to:

1. **Protect the students, staff, and the District;**

2. **Raise awareness of acceptable ways to use electronic communication tools when communicating with students and families; and**

3. **Raise awareness of the positive and negative outcomes that may result in using these tools with students.**

With these things in mind, the following guidelines have been established:

Electronic communication with students and families should always be **T**ransparent, **A**ccessible and **P**rofessional as defined below:

1. **The communication is transparent.** – ALL electronic communication between staff and students and families should be transparent. As a public-school district, we are expected to maintain openness, visibility and accountability with regards to all communications.

2. **The communication is accessible.** - ALL electronic communication between staff and students and families should be considered matter of public record, part of the District archives, and/or may be accessible by others, including law enforcement authorities, ***even if the communication takes place on a personal device***.

3. **The communication is professional.** – **ALL** electronic communication from staff to student should be written as a professional representing Wadsworth City Schools. This includes word choices, tone, grammar and subject matter that model the standards and integrity of our school district. Staff members should always choose words that are courteous, conscientious, and generally businesslike in manner.

If your communication meets all three of the criteria above, then it is likely that the methods of communicating with students that you are choosing are appropriate and acceptable.

ACCEPTABLE COMMUNICATIONS METHODS

Progress Book - Teachers will be able to communicate directly with students and parents regarding information related to real-time grades, attendance, comments, assignments, and much more right from their grade books.

District Email - Use of District email is always a very appropriate way to communicate directly with students and parents for school-related information. District email provides the staff member with a record of the communication. For this reason, only the district-provided email system should be used.

School Websites - The use of these District-provided tools is strongly encouraged. Their accessibility is ubiquitous and their content is highly transparent.

MOODLE, GOOGLE CLASSROOM, (or similar websites) - With Moodle, Google Classrooms and other similar websites, teachers can provide some of the same types of communication that commercial social media websites provide while also providing access to your curriculum beyond your classroom walls. These sites allow for effective online learning by supporting online discussions, secure chat rooms, online delivery of assessments, and the sharing of documents, images and other media, all in a secure, password protected environment housed entirely on District equipment. All of the content is backed up and directly accessible. Unlike Facebook, such websites meet all three of the TAP criteria detailed above.

LESS ACCEPTABLE COMMUNICATION METHODS

Text Messaging - Nearly every student has a cell phone today and use of text messaging is rising sharply. This form of communication is typically between individuals and highly personal. If a teacher/coach/sponsor plans to use texting for immediate and urgent contact with students/team members, they must be *transparent* about such use. He/she must make parents aware at the beginning of the school year or season that he/she may use texting to communicate with students. If the teacher/coach/sponsor is using his/her personal cell phone, parents will have the opportunity to opt their child/children out of receiving text messages from the teacher/coach/sponsor.

Staff members should be aware that text messaging between a staff member and an individual student can easily be misinterpreted by a student, parent, district personnel, or the police. Since texting is such a quick and convenient way of communication, a simple message may lead to an extended texting conversation that can get "off topic".
When texting a Wadsworth student/s while the bargaining unit member is performing job related duties as an employee of the District an app, such as Remind, should be used so that the staff members personal cell-phone number doesn't appear. Such apps also allow for appropriate safe guards to be set up for the texting conversations that must occur (hours permitted, ability for the recipient to respond to, or initiate, a conversation, etc.).

The Board will explore the purchase of mobile phones, to be used on field trips by teachers.

UNACCEPTABLE COMMUNICATIONS METHODS

Non-District Email Accounts – Bargaining unit members/Coaches should never use personal email accounts to communicate with students about school matters.

Online Games and Related Activities – While many people enjoy a variety of gaming systems (Wii, Xbox, etc.) and recreational websites that allow them to compete with others through the Internet, it is recommended that no staff member will knowingly engage in online games or related activities with students who the bargaining unit member only has contact as a result of his/her employment with the District.

USING SOCIAL MEDIA SITES (FACEBOOK, TWITTER, INSTAGRAM, ETC.)

Staff members who are presently using Social Media sites to communicate with friends, family and their personal networks, should ensure that their privacy settings are set to "Only Friends." If the "Friends of Friends" or "Networks and Friends" settings are used, staff members open their content to a much larger group of people, including students and parents.

Teachers should use common sense and good judgment when interacting/communicating with Wadsworth students on social media sites. The wall between the role of a public educator and personal friendships with students should always be visible and strongly communicated.

Wadsworth City School District Board of Education Policies, Administrative Guidelines and the Licensure Code of Professional Conduct for Ohio Educators

Staff members are reminded that there are a number of Wadsworth City School District Board of Education policies and administrative guidelines that address appropriate communication with parents and students. In addition, staff members are reminded that the Ohio Department of Education's *Licensure Code of Professional Conduct for Ohio Educators* contains guidance on appropriate communications and relationships with students.

Consensus Statement: College Credit Plus

During the negotiations process of 2017, the parties discussed the following regarding the CCP program:

1. Every effort will be made to ensure that no bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced due to the District's requirement to participate in the CCP program.

2. The District will adhere to the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education and/or Ohio Department of Higher Education guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail regarding bargaining unit member rights and responsibilities when participating in the program. If changes are required due to a change in Ohio Revised Code, the parties will meet to bargain the effects of the changes in law.

Consensus Statement on Special Education Workload

It is the intention of the District to utilize a workload calculation for special education service providers in determining each provider's caseload, as long as this is required by Ohio Administrative Code.

Consensus Statement on Pre-Employment Drug Testing

The concept of pre-employment drug testing for bargaining unit positions was discussed during collective bargaining in February and March of 2017. Both the Wadsworth Education Association and the Wadsworth Educational Support Personnel Association have stated that the issue does not need to be collectively bargained because the individual/s under consideration for drug testing are not current members of either bargaining unit. It is understood the Wadsworth City School District Board of Education may decide to move forward with pre-employment drug testing for bargaining unit positions under the understanding contained within this consensus statement.

It is recognized that applicants for any bargaining unit position/s may be subject to drug testing after they are offered a job, but before their employment has commenced, with the Board of Education.

If the initial drug screening shows a confirmed positive result for which there is no current physician's prescription, a second confirming drug test will be required by the Board.

If a second confirmed positive result is returned, any job offer, even if employment with the Board has begun, will be revoked by the Board of Education.

This pre-employment drug testing in no way impacts bargaining unit members of either bargaining unit employed prior to July 1, 2017.

This consensus statement does not apply to current or future transportation employees in relation to state and/or federal requirements for drug and alcohol testing of CDL license holders, as detailed in Wadsworth City School District Board of Education Policy 4162, Drug and Alcohol Testing of CDL License Holders.

Consensus Statement on Half-Day Kindergarten

This is null and void as a matter based on half-day kindergarten not being offered. The language is preserved should the Board return to half-day kindergarten.

9.01B1a

Kindergarten teachers who teach two (2) one-half day sessions on request will have an additional one (1) full day for conferences during regular work hours, with a substitute provided.

Consensus Statement on Preservation of Fair Share Fee Language

This is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31.585 U.S.* (2018) and will not be implemented, but is preserved should the law change in future years.

AGENCY FEE

A. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about January 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. Payroll deduction of such annual Fair Share Fees shall begin at the first payroll period of February, except that no Fair Share Fee deductions shall be made for bargaining unit members employed after January 1.

b. Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

a. If an employee files an action to contest payment of the service fee, the Board shall pay the money into an escrow account pending resolution of the suit.

b. The Association on behalf of its and the OEA and NEA agrees to indemnify the Board, including each of its members, officers, employees and agents in both their individual and official capacities, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

(1) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

(2) The Association shall reserve the right to designate counsel to represent and defend the employer;

(3) The Board agrees to: (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or
(c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

(4) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.

(5) In event the Board elects to choose its own counsel, the Association shall have no obligation to reimburse the Board for attorney's fees. However, the Association shall still be obligated to reimburse the Board for any judgment against it if a Court finds that the collection of the service fee or the rebate procedure or application of it was unlawful.

5.04B4

When applicable, the Fair Share Fee shall be deducted in lieu of dues, as provided in Section 4.07A.1, whether or not the bargaining unit member has submitted a written authorization.

Consensus Statement on Co-Teaching

It is the intention that the district administrator(s) will:

- Notify a member of a co-teaching assignment as soon as possible;
- Meet with the co-teaching partners to discuss what type of professional development is needed by the team;
- Provide professional development to co-teaching partners as soon as possible. The co-teaching partners will attend the professional development together; and
- Provide ongoing support and resources, as needed.

Consensus Statement on Assault Leave

It is the intention that if the Board and the Association see an increase in the use of Assault Leave, as defined in Article 7.06, and as compared to the amount of assault leave used prior to July 1, 2023, that either party may request a meeting to discuss if the current *Negotiated Agreement* language is sufficient or if changes need to be made, in particular in the area of verbal assault and/or emotional trauma.

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 28th day of March 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix D of the Agreement details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. A new supplemental position, Carpentry General Contractor Coordinator, will be added to the *Negotiated Agreement.* The position will be paid six percent (6.00%) of the base. The job description for the said position is attached.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____
Rob Earle, WEA Co-President

_____
Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of May 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Article V addresses Salaries and Reimbursements; and

WHEREAS, 5.01(D)(1) states the following about Advancement on the Salary Schedule:

"*Bargaining unit members shall advance vertically on the salary schedule for each year of service.*"

NOW, THEREFORE, the Board and the Association agree as follows:

1. 5.01(D) of the Agreement will be revised as follows:

   "*Bargaining unit members shall advance vertically on the salary schedule for each year of service. For the purposes of this section only (5.01(D)), "year of service" is defined as fulfilling the work calendar assigned to the employee for the school year. A member whose position is scheduled to work less than one hundred twenty (120) days in a work year will receive a year of service toward advancement vertically on the salary schedule."*

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____
Rob Earle, WEA Co-President

_____
Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of May 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix I of the Agreement is the Notification of Personal and Unpaid Leave Usage Form.

NOW, THEREFORE, the Board and the Association agree as follows:

1. In an effort to help identify the building an elementary encore teacher will be at on the day personal and/or unpaid leave is requested, the form will be modified to list all elementary schools so the teacher can select the correct school(s). The revised form is attached.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____
Rob Earle, WEA Co-President

_____
Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of May 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Article X of the Agreement details the Student/Teacher Assignment; and

WHEREAS, 10.03 B. states the following about the Supervisory Teacher List:

"*Supervisory Teacher List*

1. All bargaining unit members shall be eligible for a student/teacher if they meet the following requirements:

a. Three (3) years of teaching service.
b. One (1) year at their present teaching position.

2. All teachers who meet the above requirements shall automatically be on the Supervisory Teacher's List unless they inform the Superintendent, in writing, by September 1 of each year that they do not wish to be on the list."

NOW, THEREFORE, the Board and the Association agree as follows:

1. The language in 10.03 B. will be revised as follows:

   "*Requirements to be a Supervisory Teacher*

   All bargaining unit members shall be eligible for a student/teacher if they meet the requirements in the Agreement between the student teacher's College or University and the Wadsworth City School District Board of Education."

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association	**For the Wadsworth City School District Board of Education**
_____	_____
Rob Earle, WEA Co-President	**Andrew J. Hill, Ed.D., Superintendent**
	Resolution Number:_____

Patti Back, WEA Co-President

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 24th day of September 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, 5.01D., Advancement on the Salary Schedule, states the following:

" 1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;

2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;

3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate course work subject to this Section.

4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.

5. Bargaining unit members who complete coursework that will move them on the salary schedule must complete the coursework prior to the first teacher workday and submit an official transcript to the Superintendent's office no later than September 30 to effect change of placement for the first semester. To effect a change in salary placement for the second semester, members must complete coursework and submit an official transcript by February 1."

NOW, THEREFORE, the Board and the Association agree as follows:

1. Section 5.01D will be written as follows:

"1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;

2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;

3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate coursework subject to this Section.

4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.

5. Bargaining unit members who complete graduate hours, undergraduate coursework, or CEU/PDU credit approved by the LPDC, per the conditions listed for each above, that will move them on the salary schedule must complete the said items prior to the first teacher workday and submit an official transcript and/or LPDC verification to the Superintendent's office no later than September 30 to effect the change of placement for the first semester.

To effect a change in salary placement for the second semester, members must complete graduate hours, undergraduate coursework, and/or receive CEU/PDU credit approved by the LPDC and submit an official transcript and/or LPDC verification to the Superintendent's office no later than February 1.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____

Rob Earle, WEA Co-President

_____

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of November 2025, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix D details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. Recognizing the need for some new employees to be assigned a mentor, the "Resident Educator Mentor (2-yr. Program)" supplemental, found in Appendix D, will be renamed "Mentor" and the payment will remain two thousand dollars ($2000.00) for a school year. The said change will allow new employees who are not part of the Resident Educator program to be assigned a mentor, if it is determined that a mentor is necessary.

2. The updated Mentor job description (see attachment) will be recommended to the Board of Education for approval at their November 17, 2025 meeting.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

_____
Rob Earle, WEA Co-President

_____
Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

Memorandum of Understanding

High Deductible Health Plan (HDHP) Offering

Between the Wadsworth Board of Education and the Wadsworth Education Association

The Wadsworth Board of Education and the Wadsworth Education Association mutually agree to offer a voluntary High Deductible Health Plan (HDHP), in accordance with minimal IRS deductibles, to bargaining unit members under the following:

1. Effective Date

- Effective **January 1, 2027**, the Board shall offer a High Deductible Health Plan (HDHP) in addition to the traditional PPO plan currently available to members.

2. Open Enrollment

- A second open enrollment period shall be offered in the **Fall of 2026** to allow members the opportunity to elect coverage under the HDHP effective January 1, 2027.

3. Premium Structure

- The total monthly premium for the HDHP shall be approximately **16% less** than the traditional PPO plan.
- The employee share of the monthly HDHP premium shall be **7%** (employer share 93%).
- (For reference, the current negotiated employee premium share for the PPO plan is **11%**.)

4. Health Savings Account (HSA) A.

Establishment of HSA:

- Members who elect coverage under the HDHP shall be enrolled in a Health Savings Account (HSA).
- HSA funds shall roll over from year to year and remain the property of the employee (even after termination of employment with the Wadsworth City Schools).

B. Employee Contributions:

- Participating members may make voluntary pre-tax contributions to their HSA, subject to IRS limits.

C. Employer Contributions:

- In the first year (CY 2027), the Board will make a contribution of $300/single or $600/ family to the employees' HSA.
- Section 6.02 of the negotiated agreement shall be amended to include an employer HSA contribution (in lieu of contributions to a Health Reimbursement Account (HRA)) for members participating in the HDHP.
- The Board shall contribute **annually** to the HSA as follows: o **$50 (single) / $100 (family)** per screening for participation in the biometric screening as outlined in Section 6.02.
    - Maximum annual employer contribution:

	CY 2027	Subsequent Years
Single	**$500**	**$200**
Family	**$1,000**	**$400**

5. Summary of Benefits

- A plan comparison document is attached.
- The “3400 HDHP” column summarizes the benefits provided under the HDHP option.

Plan Comparison

Medical & Pharmacy Benefits *Plan Name* *Plan Type*	**Current Plan** *Plan A* *PPO*	**Comparison Plan** *3400 HDHP* *PPO*
HSA/HRA Employer Contribution		
Annual Contribution	Variable	Variable
In-Network		
Annual Deductible	$250 / $500	$3,400 / $6,800
Individual Deductible in Family Tier	Embedded	Embedded
Coinsurance (member pays)	20%	0%
Out-of-Pocket Maximum	$1,250 / $2,500	$3,400 / $6,800
Individual Out-of-Pocket in Family Tier	Embedded	Embedded
PCP Office Visit	$20 copay	0% after deductible
Specialist Office Visit	$20 copay	0% after deductible
Urgent Care	$25 copay	0% after deductible
Emergency Room	$100 copay	0% after deductible
Hospital Inpatient	20% after deductible	0% after deductible
Outpatient Surgery	20% after deductible	0% after deductible
Out-of-Network		
Annual Deductible	$1,000 / $1,600	$6,800 / $13,600
Coinsurance (member pays)	30%	40%
Out-of-Pocket Maximum	$3,400 / $6,800	Unlimited
Prescription Drug		
Annual Deductible	None	Integrated with Medical Ded.
Out-of-Pocket Maximum (OOP)	$7,950 / $15,900	Integrated with Medical OOP
Retail		
Generic Formulary / Tier 1	$10 copay	0% after deductible
Brand Formulary / Tier 2	$20 copay	0% after deductible
Non-Formulary Brand / Tier 3	$30 copay	0% after deductible
Mail Order	2.5x	Same as Retail

Gmail Hill, Andrew <ahill@wadsworthschools.org>

Re: Wadsworth City - Inquiry

1 message

Meredith John <meredith@schoolstatus.com> Mon, Feb 23, 2026 at 10:07 AM
To: "Hill, Andrew" <ahill@wadsworthschools.org>
Cc: Brian Fischer <brian.fischer@schoolstatus.com>, pluthman@wadsworthschools.org

Good Morning,

I'm Brian's colleague on the Contracts team here at SchoolStatus. I apologize for any miscommunication. The redlines have been accepted, and are attached to your account for this and future renewals. Please let us know if anything further is needed!

Warmly,
Meredith

SchoolStatus
Solutions That Drive Student Success

Meredith John
Enablement Analyst

Main: 601.620.0613| **Mobile:** [redacted]

Let's talk about your district's goals >

On Mon, Feb 23, 2026 at 9:48AM 'Hill, Andrew' via SchoolStatus Contracts <contracts@schoolstatus.com> wrote:
If they agreed to the changes we requested, I apologize, as I must have missed it. I look forward to their (contracts) clarification. Thank you.

Andy Hill

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

On Mon, Feb 23, 2026 at 9:42AM Brian Fischer <brian.fischer@schoolstatus.com> wrote:
Hi Andrew,

I am cc'ing our Contracts team back into the conversations per your most previous message: "We are waiting on a response from your company about our request, per the email, to modify your terms to comply with Ohio law. Do you know where we are in the process on your end?"

I believe they confirmed all requests were resolved, so please let us know what is needed and we can ensure it is all set in conjunction with the 2025 Smore renewal.

Thanks!
Brian

--

SchoolStatus
Solutions That Drive Student Success

Brian Fischer
Customer Success Manager

Main: 601.620.0613
help@schoolstatus.com
Let's talk about your district's goals >

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.

--

SchoolStatus
Solutions That Drive Student Success

Meredith John
Enablement Analyst

Main: 601.620.0613| **Mobile:** [redacted]
Let's talk about your district's goals >

SchoolStatus

Master Services Agreement

Last Updated 7-16-2025

This Agreement governs your purchase of a license to and use of our services. The parties agree as follows:

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SERVICE ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND YOUR AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

CERTAIN SERVICES SUBSCRIBED HEREUNDER MAY REQUIRE ADDITIONAL OR SUPPLEMENTAL TERMS AS INDICATED IN THE RELEVANT SERVICE ORDER. YOU ACKNOWLEDGE THAT TO THE EXTENT APPLICABLE, YOUR ACCESS AND USE OF SUCH SERVICES IS CONTINGENT UPON YOUR ACCEPTANCE OF THOSE SUPPLEMENTAL TERMS.

The parties agree as follows:

1. DEFINITIONS

1.1"Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity. Our Affiliate brands include: Smore, School Innovations & Achievement, TeachBoost, Operoo, and SchoolNow ("Affiliate Brands").

1.2 "Agreement" means this Master Services Agreement ~~(as modified from time to time in accordance with Section 15.14)~~ collectively with all Service Orders you enter into with us. MB 11/10/2025

1.3 "Authorized User" means your employee, your Affiliate's employee, or a Permitted Third Party for whom you create or issue a unique user name and password under your account.

1.4 "Client Software" means software components (if any depending on Service purchased) to be installed on your, your Affiliates', or your Authorized Users' computer systems or mobile devices as part of the Services.

1.5 "Documentation" means our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.6 "Order Term" or "Subscription Term" means the term specified in a Service Order.

1.7 "Permitted Third Party" means either (a) a student of your educational institution or a parent or legal guardian of such student or (b) an employee or contractor of an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations to you or your Affiliates and who is not our competitor.

1.8 "Professional Services" means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.

1.9 "Regulated Data" means personal data, personal information, non-public personal information, personally identifiable information, health information, cardholder data, or any similarly regulated data (e.g., "Sensitive Personal Data," "Protected Health Information," etc.) as defined under relevant privacy or data protection laws, regulations or industry standards, including applicable state law, the US Children's Online Privacy Protection Act ("COPPA"), Family Educational Rights and Privacy Act ("FERPA"), California Education Code, California Consumer Privacy Act ("CCPA"), European Union General Data Protection Regulation (Regulation (EU) 2016/679, as amended), Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Payment Card Industry (PCI) Data Security Standard (DSS), in each foregoing case, as amended and including all regulations promulgated in connection thereto. Without limitation, "Regulated Data" includes: student records, personal financial and financial account information, credit card numbers, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers.

1.10 "Residuals" means any information of general applicability to the Service or any other information in intangible form retained in the memory of persons we employ or retain who have performed Professional Services or Technical Support Services on your behalf, including without limitation, any ideas, concepts, know-how, and techniques contained therein or derived therefrom.

1.11 "Service" (or "Services") means any services provided by us to you or the organization on behalf of which you enter into this Agreement identified in the Service Order, included as offered and provided under an Affiliated Brand, as we may modify such service(s) from time to time in our discretion. Services including our proprietary software platform and associated systems (including integrated data sources and communications channels) used to deliver such service(s) and any associated Client Software provided by us to you. We will have no liability to you with respect to the provision of services not identified in an active Service Order.

1.12 "Service Order" (also referred to as "Order Form") means an ordering document entered into between you and us specifying the services to be provided thereunder, including any addenda and supplements thereto. A Service Order may also set forth additional terms and conditions and Scope Limitations (as defined in Section 3.1 below) applicable to the Service subscribed thereunder. A Statement of Work or online registration or sign-up page that makes references to and incorporates these Terms may also constitute a Service Order.

1.13 "Subscriber Data" means any data uploaded into the Service by you or an Authorized User or data otherwise provided by you or your Authorized Users for processing by the Service in accordance with this Agreement. For the avoidance of doubt, Subscriber Data does not include metadata, de-identified or aggregated data, or Usage Data which is not uploaded by you into the Service.

1.14 "Subscription Fees" means the fees for the Service specified in the Service Order.

1.15 "Technical Support Services" means our then-current technical support services offering for the Services, as may be further described in a Service Order.

1.16 "Updates" means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions and new release of software or firmware, excluding new products, services, features or functionalities we elect to sell separately.

1.17 "Usage Data" means data generated by the use of the Services, such as performance metrics, log data, or usage analytics or insights.

1.18 "We" or "Us" or "Our" means SchoolStatus, LLC, a Mississippi corporation, or its Affiliate if so specified in a Service Order or invoice.

1.19 "You" or "Your" means the customer named on the Service Order, the person indicating acceptance of this Agreement, or if the person indicating acceptance of this Agreement is acting on behalf of a company or other legal entity, such company or legal entity.

2. BETA VERSIONS

2.1 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. We may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

2.2 Inapplicable Provisions. NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMER), AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, BETA VERSIONS AND FREE TRIALS OF THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. SECTION 10 (INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION) DOES NOT APPLY TO, AND SECTION 12.2 (CAP ON LIABILITY) DOES NOT LIMIT YOUR TOTAL LIABILITY WITH RESPECT TO, FREE TRIALS OF THE SERVICE.

3. USE OF THE SERVICE

3.1 Use of the Service. Subject to the terms and conditions of this Agreement and any Service Orders hereunder, we grant to you (and if agreed in a Service Order, your Affiliates) a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the applicable Subscription Term to use the Service solely in connection with your internal operations as a public or private educational institution, or as an individual educator. Your and your Affiliates' rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you purchase (e.g., applicable usage limits) and if and as set forth in the Service Order (collectively, the "Scope Limitations") and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software. You agree to use such Client Software solely in accordance with the terms under which such Client Software is licensed within the applicable Service Order. You are solely responsible for your conduct and the conduct of all users of the services and/or Client Software, (including by and between all users), the content of Subscriber Data, and all communications with others while using the Service. You acknowledge that we have no obligation to monitor any information on the Service or any Subscriber Data. You acknowledge that we may remove or disable any information that you make publicly available on the Service at any time for any reason or for no reason at all.

3.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in in this Agreement) right during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Service in accordance with this Agreement.

3.3 Use Restrictions. You will not, and will not permit or authorize your Affiliates or third parties, to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (b) use the Service to provide services to third parties as a service bureau; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; (f) use in such a manner as to interfere with, restrict, inhibit, degrade or limit use of or access to the Services by our other customers or represent, in our sole judgment, an unusually large burden on the network itself; (g) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system; (h) copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any Client Software or provide, disclose, or make any Client Software available to any third party, except that you may make one copy of Client Software solely for backup and archival purposes; (i) alter or remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software; and/or (j) use the Services and/or Client Software in any way that violates law or causes us or others to violate law. You will take reasonable steps to ensure that your Affiliates and Permitted Third Parties comply with this Agreement. ~~To the extent permitted by applicable law, you will be directly and fully responsible to us for their conduct and any breach of this Agreement by them~~. In the event this section is violated, we may take any and all actions, from the issuance of a warning to limiting, suspending, or terminating your right or any user's right or access to use the Services and involvement of government authorities we deem necessary or appropriate.

MP 11/10/2021

3.4 Authorized Users Only. This Agreement restricts the use of the Service to Authorized Users, up to the Scope Limitation specified in the Service Order. An Authorized User account must not be shared among users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate or as otherwise specified in a Service Order. The Authorized Users who are employees of Permitted Third Parties may access and use the Service solely to perform the Permitted Third Party's contractual obligations to you subject to the use limitations set forth in this Agreement. As part of the registration process, you may be asked to identify your company and other Authorized Users who should be associated with your account. You will not misrepresent the identity or nature of the company or Authorized Users who should be associated with your account. You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login and account, including the activities of Authorized Users.

3.5 Interactions between Users. You are solely responsible for all interactions with other users of the Services (e.g., interactions between administrators and teachers or teachers and families, or interactions between you and students or you and the general public). You acknowledge and agree that we do not have an obligation to verify any content, data or other information provided by users on the Services. We cannot guarantee that other users of the Services will not use the information that you share with them via the Services, nor the manner of use. We are not responsible for another user's or other third party's misappropriation or misuse of your information. Additionally, we are not responsible for the truthfulness, accuracy, authenticity, or completeness of any of the information

provided by other users or any other third party. To the extent permitted by applicable law, you hereby release us and our Affiliates from all claims, demands, or damages of every kind, known or unknown, in any way connected with (i) any relationship arising between you and other users of the Services, or (ii) any dispute between you and another user. Additionally, you agree to immediately report to us any false information provided or misconduct by any user of the Services.

3.6 Protection against Unauthorized Use. You will use, and will ensure that your Affiliates and Permitted Third Parties use, reasonable efforts to prevent any unauthorized use of the Service or Documentation, and unless prohibited by law or law enforcement from doing so, you will immediately notify us in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Service or Documentation directly or indirectly through you, your Affiliate, or a Permitted Third Party, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by us to prevent or terminate unauthorized use of the Service or Documentation. We may, at our expense and no more than once every 12 months with reasonable notice, appoint our own personnel or an independent third party to verify that your use of the Service complies with the terms of this Agreement.

3.7 Technical Requirements. You will need Internet access and certain equipment, software, and services to be able to access and use the Services, such as a student information system and a modern web browser and operating systems. Acquiring, installing, maintaining and operating such equipment, software, services and Internet access is outside the scope of the Services. You are responsible for ensuring that such equipment is compatible with the Services and complies with all configurations and specifications provided by us, which may be amended from time to time. While we endeavor to ensure that our Services are compatible with more than one modern web browser and operating system, we neither represent nor warrant that the Services will be accessible through all web browser releases or may be used with all operating systems.

3.8 Reservation of Rights. We retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including any modifications, updates, cards, apps, or other add-ons and including any deliverables or work product provided pursuant to any Professional Services hereunder or otherwise in connection with this Agreement, including without limitation any customizations or modifications to the Service, Client Software or Documentation. Your rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement. We reserve all other rights in and to the Service, Client Software, and Documentation.

3.9 Residuals. Notwithstanding anything to the contrary herein, we shall be free to use any and all Residuals resulting from the performance of Services hereunder for any purpose. Nothing in this Agreement shall be deemed to prevent us from using any Residuals in any manner, including without limitation to develop for itself or others any services, products, and/or materials.

3.10 Communication Tools and Features. The Services may, depending on the scope of your purchase, include communication tools and features that facilitate voice calling, emailing and/or text

messaging via our Services or infrastructure made available by us (such functionality, "Messaging Services"). Some voice calling features may collect, record, transcribe and/or store certain voice calls and may make the content of such calls and voicemails available through the Services. You acknowledge that it is your sole responsibility to use, and you represent, warrant and covenant that you will use, such features and the Messaging Services solely in compliance with all applicable laws and regulations, including if applicable the Telephone Consumer Protection Act and its implementing regulations ("TCPA"), the CAN-SPAM Act and its implementing regulations, any relevant and applicable anti-spamming laws, any applicable federal or state law requirements related to making, sending or receiving consumer or any other messaging via phone call, texting, email, chat or any other text messaging, the Telemarketing Sales Rule, the mobile carriers' requirements, and all applicable laws related to caller ID. You affirm that you are solely responsible for complying with the forgoing laws, rules, and regulations, including maintaining an accurate and complete record of the status of a third party's consent, revocations of consent, and any Do Not Call obligations, including without limitation the language consented to and the date of consent and revocation, if applicable, and all such records will be retrievable. Upon our request, you will provide proof of any such third party's consent status. You represent, warrant and covenant that you will not use our Messaging Services to cause messages or materials to be distributed to individuals in violation of law or without all notice and consents required by law. Unless you specifically subscribe to our mass notification service, the communication tools and features otherwise provided are not a mass notification or blast messaging service. The Messaging Services may include safeguards designed to prevent users from sending large volumes of communication to large groups (e.g., notifying an entire school that school is closed the next day). You represent, warrant and covenant that you will not circumvent these safeguards (e.g., breaking messages into smaller groups to overcome group messaging limitations). You agree to adhere to any acceptable use guidelines we may provide with respect to Messaging Services. You agree to promptly share information about your use of Messaging Services upon request, including, if requested by us, with communication providers and/or regulators and investigators. You will not se use any communication tools and/or features for non-education related purposes or for sending or receiving content which is prohibited under applicable law or attacks another because of their race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, or gender identity, or serious disabilities or diseases. You acknowledge and agree that we may terminate or suspend your access to Messaging Services at any time and for any reason, without limitation. You acknowledge and agree that Messaging Services inherently involve sharing information such as message content and recipient information with certain third parties, including intended and unintended message recipients, email providers or telecommunications providers. You acknowledge and agree that these third parties do not act subject to this Agreement or terms incorporated herein, and that these third parties may be subject to different terms than those reflected herein, and that, notwithstanding any other term herein, we are not responsible for the acts or omissions of these third parties. You acknowledge and agree that we are not responsible for, and shall have no liability with respect to, any disclosure of information to such third parties in connection with the provision and support of the Messaging Services.

3.11 Service Availability. We perform and maintain regular database backups according to the retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. We

will use commercially reasonable efforts to notify you in advance of planned Service interruptions. In the event of an unplanned Service interruption, you may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available that is necessary for us to provide the Service. Notwithstanding the foregoing, you acknowledge that we are not a system of record and you are responsible for maintaining your own copies of your information.

3.12 Purchases from our Affiliates. Any of our Affiliates may execute a Service Order with you provided that such Service Order is governed by the terms and conditions of this Agreement. Neither we nor any of our Affiliates shall be responsible or liable for the actions or inactions of the other's performance of this Agreement or any Service Order. We and our Affiliates that execute a Service Order shall be severally and not jointly liable for our or their respective performance under this Agreement. You shall pay us and each Affiliate that executes a Service Order separately for the Services used and purchased from us or such Affiliate.

3.13 Hosting Functionality. You acknowledge that our Services may include making materials or content publicly available on your behalf, such as through a hosted web page (such functionality, "Hosting Functionality"). If using Hosting Functionality, you acknowledge and agree that we may take down and decline to store, host, or make available, or to continue to store, host, or make available, any content or materials at any time. You agree to adhere to any acceptable use policy we may provide regarding the use of Hosting Functionality. You agree not to embed third party materials or hosted content in any material or content made available as part of the Hosting Functionality. You agree that Hosting Functionality may use or display features such as cookies, pixels, or other similar features from us or third parties. You represent, warrant and covenant that you will not use our Hosting Functionality to cause any materials or links to be posted in violation of law, or which constitute harmful, abusive, obscene, or defamatory material, or which violate any intellectual property rights. You represent, warrant, and covenant that any content or material which you provide or post to our Hosting Functionality is your own authorship and that you have full title and rights to all such content and material. You hereby grant us an irrevocable, worldwide, royalty-free, fully paid up, fully transferrable, fully sublicensable, and unconditional right and license to reproduce, distribute, publicly perform, publicly display, and prepare derivative works from any and all content or other material which you provide or post to our Hosting Functionality. You agree that we may sublicense the foregoing rights without restriction. You agree that we may display our or our Affiliate brand or logo on Hosting Functionality or in connection with Messaging Services.

4. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES

4.1 Professional Services. You may contract with us to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order. Unless otherwise specified in the

applicable Service Order, any unused portion of the Professional Services and training will expire and may not be carried over after 12 months from the Service Order effective date.

4.2 Changes to Professional Services. You may reasonably request in writing that revisions be made with respect to the Professional Services set forth in a Service Order. If your requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change requests.

4.3 Technical Support Services. During an Order Term, we will provide you with the applicable Technical Support Services for the version of the Service to which you are subscribed so long as you are current in payment of the Subscription Fees (if applicable). You are responsible for providing support to Permitted Third Parties.

4.4 Your Responsibilities. You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources as reasonably necessary to enable us to perform the Professional Services and Technical Support Services. You acknowledge that our ability to provide Professional Services as described in the Service Order and Technical Support Services may be affected if you do not meet your responsibilities as set forth above.

4.5 Feedback and Other Content. The Service may permit the submission of, or you, your Affiliates, and Permitted Third Parties may otherwise provide, feedback, technical support information, suggestions, enhancement requests, recommendations, and messages directly relating to the use, feature, functions or operation of the Service ("Feedback"). Except as otherwise prohibited or limited by applicable law or herein, and notwithstanding Section 7 (CONFIDENTIAL INFORMATION) and Section 8 (DATA), you grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction.

5. FEES AND PAYMENT

5.1 Fees and Payment Terms. Unless otherwise specified in a Service Order, the Subscription Fees for the initial Order Term and Professional Service fees set forth in the Service Order are invoiced upon execution of the Service Order and thereafter annually at the then-current rate for the Service or as otherwise specified in a Service Order. Fees for additional Service quantities (e.g., additional users) and Professional Services will be invoiced at the time of the increase or order, unless otherwise agreed in writing by the parties. You will pay all amounts in full within 45 days after the invoice date unless specified otherwise in the Service Order. The charges in an invoice will be

considered accepted by you unless we are notified of a good faith dispute in writing within 15 days of the date of the invoice. Unless expressly provided otherwise in a Service Order, all amounts payable under this Agreement are denominated in local currency in which you are located, and you will pay all such amounts in such local currency. Each annual renewal is subject to a 5% increase in fees.

5.2 Expenses. You shall reimburse Company for all customary travel expenses incurred by our personnel in performing Professional Services or Technical Support Services, if any, in accordance with our travel policy, when pre-approved by you. 11/6/2025 MB

5.3 Late Payment. Except to the extent prohibited by applicable law, any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded monthly from the date due until the date paid. ~~Except to the extent prohibited by applicable law, you will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by us to collect any amount that is not paid when due. Amounts due from you under this Agreement may not be withheld or offset by you against amounts due to you for any reason.~~ 11/6/2025 MB

5.4 Taxes. The fees stated in a Service Order do not include local, state, federal, or foreign taxes (e.g., value-added, sales, or use taxes), or fees, duties, or other governmental charges resulting from this Agreement ("Taxes"). You are responsible for paying all applicable Taxes, if any. If we determine that we have the legal obligation to pay or collect Taxes, we will add such Taxes to the applicable invoice and you will pay such Taxes, unless you provide us with a valid tax exemption certificate from the appropriate taxing authority. ~~If a taxing authority subsequently pursues us for unpaid Taxes for which you are responsible under this Agreement and which you did not pay to us, we may invoice you and you will pay such Taxes to us or directly to the taxing authority, plus all applicable interest, penalties and fees~~. 11/6/2025 MB

5.5 Future Functionality. Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and shall continue unless earlier terminated as expressly provided in this Agreement. Unless otherwise specified on the Service Order, an Order Term shall commence upon the effective date of the applicable Service Order and shall continue for twelve (12) months thereafter. In the event you place additional Service Orders for the same Service, we may adjust the duration of the additional Order Terms to co-terminate with the Order Terms for that Service. ~~Unless prohibited by law or unless provided otherwise in the applicable Service Order, Orders shall automatically renew for an additional twelve (12) month term unless You provide notification of nonrenewal sixty (60) days prior to the end of the Term.~~ 11/6/2025 MB

6.2 Termination. Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. A breach of this Agreement by your Affiliate, Authorized User or a Permitted Third Party will be treated as a breach by you. Termination in accordance with this Subsection will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. We may terminate this Agreement in our discretion upon 30 days of notice.

6.3 Suspension Rights. If you fail to timely pay any Subscription Fees or Professional Services Fees, we may, without limiting any of our other rights or remedies, elect to suspend performance of the Service, Professional Services, and Technical Support Services until we receive all amounts due, or terminate this Agreement pursuant to this Subsection. We may terminate your license to use Free Trials at any time at our sole discretion. Further, if any Authorized User violates this Agreement or our policies, attacks other users, uses the Services to violate state or federal law, including FERPA, or sends content that is prohibited by law, we may suspend that user immediately and notify you in writing, including the offending user and content. We will reinstate that Authorized User at your discretion.

6.4 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) we have no obligation to provide or perform any Service, Professional Services, or Technical Support Services after the effective date of the termination; (b) you will immediately pay to us any uncontested Subscription Fees, Professional Services Fees, and other amounts that have accrued prior to the effective date of the termination; (c) any and all liabilities accrued prior to the effective date of the termination will survive; (d) you will provide us with a written certification signed by your authorized representative certifying that all use of the Service and Documentation by you, your Affiliates, and Permitted Third Parties has been discontinued and the Client Software has been de-installed from your and your Affiliates' computer systems; and (e) Sections and Subsections 1, 2, 3.8, 4.5, 5, 6.4, 7, 8.3, 9.3, 10, 12, 13, 14 and 15 will survive termination. If you terminate this Agreement for our uncured material breach, as your exclusive remedy, we will provide you a pro-rata refund of all prepaid but unused Subscription Fees for the remainder of the then-current term.

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7. CONFIDENTIAL INFORMATION

7.1 Definition. "Confidential Information" means non-public business information, know-how, and trade secrets in any form, including information regarding our product plans, Beta Versions, terms of this Agreement, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party or its Affiliates to the other party or its Affiliates, directly or indirectly, in writing, orally, or by inspection of tangible objects, and whether such information is disclosed before or after the Effective Date specified on the Service Order. ~~Confidential Information includes this Agreement and its terms.~~ "Confidential Information" excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as

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shown by the receiving party's files and records; (c) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (e) is intended by you in the context of our Services for public display or distribution.

7.2 Maintenance of Confidentiality. The party receiving Confidential Information hereunder agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Confidential Information to third parties without the disclosing party's prior written consent. The receiving party may disclose the disclosing party's Confidential Information to the receiving party's employees or agents who reasonably need to have access to such information to perform the receiving party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement, you may disclose our Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Also, we may disclose this Agreement to actual and potential investors and funding sources and their representatives, in each case who contractually agree to hold it in confidence in the same or a similar manner. The receiving party may disclose the disclosing party's Confidential Information if required by law, including but not limited to public records laws, so long as the receiving party gives the disclosing party written notice of the requirement prior to the disclosure (where permitted) and reasonable assistance at the disclosing party's expense, in limiting disclosure or obtaining an order protecting the information from public disclosure.

7.3 Return of Materials and Effect of Termination. Upon written request of the disclosing party, or in any event upon any termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all materials, in any medium, to the extent containing or reflecting any of the disclosing party's Confidential Information. Following expiration or termination of this Agreement, upon request from you, we will purge your Subscriber Data and your Service environment from our systems. The obligations in this Section 7 survive for three years following expiration or termination of this Agreement, except that Confidential Information that constitutes a trade secret of the disclosing party will continue to be subject to the terms of this Section 7 for as long as such information remains a trade secret under applicable law.

7.4 Injunctive Relief. The receiving party acknowledges that the remedy at law for any breach or threatened breach of this Section 7 shall be inadequate and that the disclosing party shall be entitled to seek injunctive relief against any such breach or threatened breach, without posting any bond or showing of irreparable harm, in addition to any other remedy available to it.

7.5 Survival. In the event this Agreement is terminated for any reason, this Section 7 will survive; trade secrets will remain confidential in perpetuity.

8. DATA

8.1 Data Security. This section 8.1 applies only if we agree to receive Regulated Data from you in an applicable Service Order under this Agreement. If we receive Regulated Data under FERPA, then you agree that we are deemed a "school official," as defined by FERPA, to the extent of our access to Subscriber Data that constitutes "student records" as defined by FERPA. We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data and authentication credentials both at rest and during transmission to the Service. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. We maintain our then-current information security policies at www.schoolstatus.com/legal/security. You acknowledge and agree that you have had an opportunity to review this security documentation and determined that it is suitable for your purposes.

8.2 Data Breach. In the event of unauthorized access or acquisition of of Subscriber Data from systems under our management and control (a "Breach"), we will promptly notify you, provide information about the Breach, and make reasonable efforts to mitigate damages resulting therefrom. Unless otherwise required by law, we will not transmit any notification to your constituents in relation to a Breach without your prior approval (which shall not be unreasonably withheld).

8.3 Data Transmission. You acknowledge that use of the Service involves transmission of Subscriber Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach of such authorization credentials at privacy@schoolstatus.com.

8.4 Data Content. You are solely responsible for the availability, accuracy, appropriateness, or legality of Subscriber Data or any other information you may provide using the Service. You acknowledge that we may not be able to independently determine, and we do not monitor, whether any Subscriber Data constitutes Regulated Data. Under some Service Orders, we may agree to receive Regulated Data from you in connection with our provision of Services. You agree not to otherwise provide Regulated Data to the Services. Where we agree to receive Regulated Data, the additional terms in our data processing addendum will apply, which is found at www.schoolstatus.com/legal/dpa/ and may be updated by us from time to time. Where Regulated Data is required to provide the Services, you agree to ensure only the minimally necessary amount of such Regulated Data is provided to us to enable us to provide the Services. You further represent and warrant that you will comply, and will ensure that Authorized Users comply with, with all applicable laws, regulations, self-regulatory guidelines, and your and our privacy policies with respect to the collection, transfer, and use of any Regulated Data in connection with the Service, and submission of such Regulated Data to us for our use as described in this Agreement.

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8.5 Data Rights. You represent that you have all rights and title, including intellectual property, to Subscriber Data. You agree that Usage Data is our property. You will not claim any ownership in Usage Data. You grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data to provide or perform the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from your use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with you, nor possible of being identified to any individual person.

8.6 Data Retention Policies. We have different data backup and retention policies depending on the Services you purchased. You may view our policies at www.schoolstatus.com/legal/dpa/ (Data Processing Addendum), ~~which we may update from time to time in our discretion.~~ If any change in our policies would cause the loss of any Subscriber Data, we will notify you in advance to allow you to export Subscriber Data you may need.

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9. WARRANTIES

9.1 Mutual Warranties. Each party represents and warrants to the other that:

(a) this Agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and

(b) no authorization or approval from any third party is required in connection with such party's execution and delivery of the Service Order, or performance of this Agreement.

9.2 Our Warranties.

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We warrant that the Service as delivered to you will materially conform to the specifications set forth in the Documentation or applicable Service Order, during the Order Term. You must notify us of a claim under this warranty within 90 days of the date on which the condition giving rise to the claim ~~first appears~~. To the extent permitted by applicable law, your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Service or re-performance of the Professional Service, as applicable, or if correction or re-performance is not commercially reasonable, termination of the applicable Service Order and a refund of any prepaid unused fees for the applicable Service or Professional Services.

9.3 Your Warranties. You represent, warrant, and covenant that: (a) you will comply with all laws and regulations, including those applicable to your provision of data, Third Party Services, and your use of the Services, as applicable; (b) you will at all times provide us and other users with accurate and complete information; (c) Subscriber Data does not violate, infringe or misappropriate the rights of any third party; (d) nothing you or any of your Authorized Users upload to the Services will include, transmit or introduce any viruses, trojan horses, worms, spyware or other destructive or malicious code; and (e) you have obtained, and will maintain at all times, all necessary or appropriate consents, licenses, authorizations, permits or rights in or to any Subscriber Data sufficient to provide

such data and content to us for our use in providing the Services and as permitted or required by this Agreement.

10. DISCLAIMERS

10.1 General. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICE OR DOCUMENTATION. WE DO NOT WARRANT THAT THE SERVICE OR DOCUMENTATION IS ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICE OR DOCUMENTATION WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE ACCURACY OF SUBSCRIBER DATA OR THE RESULTS OF USE OF THE SERVICE OR DOCUMENTATION. WE EXPRESSLY DISCLAIM THAT THE HOSTING FUNCTIONALITY OR MESSAGING SERVICES AS USED BY YOU AND/OR YOUR USERS AND/OR THE GENERAL PUBLIC WILL COMPLY WITH LAW.

10.2 No Legal Advice. Some of our Services may include providing you with access to or use of various templates or form documents, such as health forms, lunch forms, or letters. We provide these solely for your convenience and informational purposes, and our making such templates or documents available for your review does not constitute the provision of legal or any other advice. You acknowledge, understand, and agree that it is solely up to you to determine the nature, timing, and contents of the documents you circulate to users and other third parties using our Services. We encourage you to adjust the templates and form documents as you deem appropriate in consultation with your relevant advisors.

11. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

11.1 Defense of Infringement Claims. We will, at our expense, either defend you from or settle any claim, proceeding, or suit brought by a third party ("Claim") against you alleging that your use of the Service infringes or misappropriates any U.S. patent, copyright, trade secret, trademark, or other intellectual property right (such rights, "IP Rights"). As a condition of our obligation under the previous sentence, you must (a) give us prompt written notice of the Claim; (b) grant us full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as we may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. You will not defend or settle any Claim under this Subsection 11.1 without our prior written consent. You may participate in the

defense of the Claim at your own expense and with counsel of your own choosing, subject to our sole control over the defense and settlement of the Claim as provided above.

11.2 Indemnification of Infringement Claims. We will indemnify you and your Affiliates from and pay: (a) all judgments finally awarded against you and your Affiliates in any Claim under Subsection 11.1; ; and (b) all amounts that we agree to pay to any third party to settle any Claim under Subsection 11.1.

11.3 Exclusions from Obligations. We have no obligation under this Section 11 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Service in combination with other products or services; (b) any aspect of the Service configured specifically for you to comply with designs, requirements, or specifications required by or provided by or on your behalf; (c) use of the Service by you, any Affiliate, or any Permitted Third Party outside the scope of the rights granted in this Agreement; (d) failure of you, any Affiliate, or any Permitted Third Party to use the Service in accordance with instructions provided by Us; or (e) any modification of the Service not made or authorized in writing by Us.

11.4 Infringement Remedies. In the defense or settlement of any infringement Claim, we may, at our sole option and expense: (a) procure for you a license to continue using the Service; (b) replace or modify the allegedly infringing technology to avoid the infringement; or (c) if the foregoing are not commercially feasible in our sole judgment, then terminate your license and access to the Service and refund any prepaid, unused Service fees as of the date of termination. To the extent permitted by applicable law, this Section 11 states our sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Service.

12. INDEMNIFICATION

12.1 Defense. You will defend, hold harmless, indemnify, and keep indemnified us and our Affiliates from any actual or threatened third-party Claim arising out of or based upon (a) use of the Service by you, your Affiliates, or Permitted Third Parties, except for our defense and indemnity obligations under Section 11.1; (b) the Subscriber Data or other content, materials or information provided by you or on your behalf under this Agreement; and (c) any violation of your representations, warranties, or covenants hereunder. We will give you prompt written notice of the Claim and provide assistance in connection with the defense and settlement of the Claim as you may reasonably request at your expense. We may participate in the defense of any Claim at our own expense and with counsel of our own choosing. We may assume control of the defense hereunder at any time by providing notice to you through any reasonable means. You may not settle any claim against us, or admit any fault on our behalf, except with our prior, written consent.

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12.2 Indemnification.You will indemnify us from and pay: (a) all damages, costs, and attorneys' fees finally awarded against us in any Claim under Subsection 12.1; (b) all out-of-pocket costs, including

reasonable attorneys' fees reasonably incurred by us in connection with the defense of a Claim under Subsection 12.1; and (c) all amounts that you agree to pay to any third party to settle any Claim under Subsection 12.1.

13. LIMITATIONS OF LIABILITY

13.1 Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR LOSS OF DATA OR USE THEREOF, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ~~EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.~~

13.2 Cap on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL OUR TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

13.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY US TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

14. THIRD PARTY SERVICES

14.1 Integration; Permissions. The Services may contain features or capabilities designed to interoperate with products, services, or technologies provided by you or your third-party contractors or providers ("Third Party Services"). Third Party Services include student information systems that you may operate or separately purchase from third parties. If you integrate or direct us to integrate the Services with any Third Party Services, you acknowledge that such Third Party Services might access or use Subscriber Data and you permit the Third Party Services to access or use Subscriber Data. We may also act on your behalf in order to access, retrieve, and/or download certain data files or documents from third parties necessary to provide the Service(s). You acknowledge and agree that we are not responsible for the acts or omissions of Third Party Services.

14.2 Disclaimer. You are solely responsible for the use of such Third Party Services and the impact such use may have on the Services (adverse or otherwise) and any data loss or other losses that may occur as a result of using any such Third Party Services. You represent, warrant and covenant that your use of any integration or interoperability between the Services and Third Party Services, and activity of ours authorized by you with respect to such Third Party Services, complies with the terms of use for those Third Party Services. To the extent permitted by applicable law, we make no warranty or guarantee with regards to any such interoperation, any Third Party Services, or the continued availability of such features, and may cease providing such features for any reason without incurring fault or liability, for example and without limitation if, the provider of the Third Party Services ceases to make the Third Party Services available for interoperation with the Services. Any cessation of such features will not entitle Customer to any refund of Services Fees or other compensation.

15. GENERAL

15.1 Insurance. We will during the Term maintain (a) comprehensive general liability and property insurance with limits not less than Two Million Dollars ($2,000,000.00); and (b) cyber insurance with limits not less than Three Million Dollars ($3,000,000.00).

15.2 Access by Competitors. You may not access the Service if you are our direct competitor, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

15.3 U.S. Government Use. If the Service is licensed under a United States government contract, you acknowledge that the Service is a "commercial item" as defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Service is "commercial computer software" as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract will have only those rights, and will be subject to all restrictions, set forth in this Agreement.

15.4 Export Controls. The export of the Service or Client Software may be subject to restrictions under United States and foreign laws. You shall not export the Service or Client Software, in whole or in part, to any country outside the United States, whether in tangible or electronic form, via access through some telecommunications method (such as through the Internet or via a dedicated dial-up line accessible from a country outside of the United States), or by disclosing the Service or Client Software to a foreign national, without our prior written consent of Company and then only in compliance with all applicable United States and foreign laws and regulations.

15.5 Relationship. We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of this Agreement.

15.6 Publicity. We may only use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement or as otherwise explicitly authorized in this Agreement or a Service Order. We reserve the right to use your name and trademark as a reference for marketing and promotional purposes on our website and in other communications with our existing and prospective customers.

15.7 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under this Agreement (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under this Agreement nor release you of your liability under this Agreement. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations under this Agreement without your consent. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, this Agreement will bind and inure to the benefit of each party's respective permitted successors and permitted assigns.

15.8 Subcontractors. We may use subcontractors or other third parties in carrying out our obligations under this Agreement and any Service Order.

15.9 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth in the Service Order and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

15.10 Force Majeure. To the extent permitted by applicable law, neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses commercially reasonable efforts to avoid or remove the causes of non-performance.

15.11 Institutional Customers. If you are a public institution or instrumentality of the state, we acknowledge that you enter into this Agreement and any other agreements only to the extent authorized by applicable governing law. Any provisions in this Agreement or any Service Order that are not authorized or inconsistent with applicable governing law or any legally binding attorney general opinions interpreting applicable governing law, now or at any time in the future, are and shall be deemed invalid and unenforceable.

15.12 Governing Law; Venue.

(a) If you are a public institution or instrumentality of the state, this Section 15.12(a) applies. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the state in which you are located, without reference to its choice of law rules, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be exclusively heard in the courts of the county in which you are located.

(b) For all other subscribers that are not a public institution or instrumentality of the state, this Section 15.12(b) applies. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Mississippi, U.S.A., without reference to its choice of law rules, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be exclusively heard in the federal or state courts in Jackson, Mississippi.

11/11/2025

15.13 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including your Affiliates, Permitted Third Parties, or Authorized Users.

15.14 Waiver and Modifications. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. We reserve the right, at our discretion, to change the terms of this Master Services Agreement (and in doing so, the Agreement) on a going-forward basis at any time in our discretion. Please check the terms of this Master Services Agreement periodically at https://www.schoolstatus.com/master-services-agreement for changes. If a change materially modifies your rights or obligations, you will be required to accept the modified Agreement in order to continue to use the Service or you may Terminate your Agreement; your continued use of the Service following publication of the modified Master Services Agreement will indicate your acceptance. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

11/11/2025

15.15 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

15.16 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

15.17 Counterparts. The Service Order may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Service Order may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

15.18 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same may not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

15.19 Entire Agreement. This Agreement (including the Service Orders hereunder) and all exhibits hereto (or to a Service Order hereunder) contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, including any prior Nondisclosure Agreement between the parties or their Affiliates. If there is a conflict between the terms of this Agreement and a Service Order, the terms of Service Order will control. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Neither party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each party mutually and expressly agrees to such provision in writingsumption that the terms of this Agreement will be more strictly construed against one party than against another.

SchoolStatus

Data Processing Addendum

Last Revised April 24, 2023

This Data Processing Addendum ("DPA"), and applicable Schedules, apply to the extent that SchoolStatus, LLC and its Affiliates ("Company") processes Personal Data on behalf of the entity ("Client") identified in the agreement to which this DPA is attached (the "Agreement") in order to provide the services as provided therein (the "Services"). Capitalized terms not specifically defined herein shall have the meaning set out in the Agreement. In the event of a conflict between the terms of the Agreement as they relate to the processing of Data and this DPA, the DPA shall prevail.

DEFINITIONS

"Affiliates" means a company or other legal entity which is under common ownership or control with SchoolStatus LLC, or which is a subsidiary or parent company of SchoolStatus LLC.
"Data Subject" has the meaning assigned to the term "data subject" or "consumer" under applicable Privacy Laws and shall include identified or identifiable natural persons to whom the Personal Data relates.
"Personal Data" means any data relating to a Data Subject provided by (or on behalf of) Client to Company in connection with the Services.
"Privacy Laws" means laws regarding the Processing of Personal Data.
"Process" or "Processing" means any operation or set of operations that are performed on Personal Data or sets of Personal Data, whether or not by automated means, including, collection, recording, organization, structuring, storage, analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
"Security Incident" means any situation in which Company confirms that Personal Data under Company's management has been accessed, disclosed, altered, lost, destroyed, or used by unauthorized persons in an unauthorized manner having a material impact on Client or Data Subjects' rights.

"Sell", "selling", "sale", or "sold" means the provision of Personal Data in exchange for monetary or other valuable consideration, and includes the meaning given in subdivision (ad)(1) of Cal. Civ. Code §1798.140.
"Share", "sharing", or "shared" means the provision of Personal Data to support targeted advertising based on online behavioral profiling online, and includes the meaning given in subdivision (ah)(1) of Cal. Civ. Code §1798.140.
"Subprocessor" means any third-party service provider engaged by Company and which receives Personal Data for Processing activities to be carried out on behalf of Client. Subprocessors do not include third parties with whom Client, or Client's employees or beneficiaries accessing the Services, directs Company to share Personal Data (such as, e.g., common carriers or payment processors).

RELATIONSHIP OF PARTIES

Appointment as Data Processor. Client appoints Company to Process Personal Data. Client acknowledges and agrees that, as part of providing the Services, Company has the right to use Personal Data relating to or obtained in connection with the operation, support, or use of the Services for its legitimate internal business purposes, such as to enhance its services, to comply with all applicable laws (including law enforcement requests), to ensure the internal security of the Services, to prevent fraud or mitigate risk, or any other purposes permitted by applicable law, the Agreement, or this DPA (each of the foregoing, along with the provision of Services, a "Permitted Service Purpose" collectively the "Permitted Service Purposes"). Aggregate data about the usage of Company's systems which does not identify any individual is not Personal Data under this DPA.
Client Obligations. Client represents, warrants and covenants that: (i) it shall comply with its obligations under law; and (ii) it has provided all notices, and obtained all consents and rights, necessary under law for Company to Process Data and provide the Services. Without limiting any payment obligations under the Agreement, Client shall immediately notify Company and cease use of the Services in the event and to the extent any required authorization or legal basis for Processing is revoked or terminated.

OBLIGATIONS OF DATA PROCESSOR

Customer Instructions. Client agrees that the Agreement, combined with this DPA, including the Permitted Service Purposes, constitute the entirety of Client's documented instructions regarding the Services and the Processing of Data ("Documented Instructions"). Company may Process Personal Data in accordance with Documented Instructions or pursuant to the Permitted Purposes. To the extent required by law, Company shall notify Client promptly prior to any such Processing outside of instructions. Company may, but is not required to, rely on additional

Processing instructions from Client outside the scope of the Documented Instructions, unless otherwise subsequently agreed to in writing by both Company and Client. Client is solely responsible for determining the lawfulness of the Documented Instructions it provides to Company and shall only provide Company with instructions that are lawful.

Requirements of Processing. As required by applicable Privacy Laws, Company shall notify Client if Company determines that it can no longer meet its obligations under such laws or this DPA.

No Sale of Personal Data. To the extent required to ensure compliance with applicable Privacy Laws, Company certifies that it shall not (i) Sell or Share the Personal Data; (ii) retain, use or disclose the Persona Data for any purpose other than the provision of Services including to retain, use, or disclose the Personal Data for a commercial purpose other than a Permitted Service Purpose; and (iii) retain, use, or disclose the Personal Data outside of the direct business relationship between Company and Client except at client's direction, including the Documented Instructions.

Combination of Personal Data. As required for compliance with applicable Privacy Laws, Company shall not combine Personal Data received in connection with performing Services under the Agreement and this DPA with Personal Data it receives from another source except where permitted by the Permitted Service Purposes.

SECURITY

Information Security Program. Company's information security procedures are documented at https://www.schoolstatus.com/the-importance-of-data-security and may be updated from time-to-time. Client agrees that it has been afforded an adequate opportunity to review Company's technical and security controls with regard to the Services.

SUBPROCESSING

Pre-Authorized Subprocessors. Client agrees that Company can share Personal Data with Subprocessors for the Permitted Service Purposes. As required by Privacy Laws, Company shall impose contractual obligations on Subprocessors designed to support Company's data protection obligations hereunder.

SECURITY INCIDENTS

Information Obligations. Company shall notify Client of any Security Incident in compliance with any applicable Privacy Laws. Company will not provide any public

notice of a Security Incident that mentions Client without first consulting Client. Notice to law enforcement and/or Company's advisors shall not be deemed a public notice hereunder. Company's obligation to report or respond to a Security Incident under this section is not and will not be construed as an acknowledgement by Company of any fault or liability of Company with respect to such Security Incident.

COOPERATION AND ASSISTANCE

Data Subject Rights. As required to comply with applicable Privacy Laws, Company shall inform Client following Company's receipt of any inquiry or request from a Data Subject regarding the Processing of their Personal Data that Company identifies as relating to Client. At Client's sole expense, Company will provide assistance upon written notice from Client requiring Company to access, amend, or delete any Personal Data, or to stop, mitigate or remedy any unauthorized Processing in accordance with any data subject's right required by applicable Privacy Laws. Company shall have no liability for its failure to provide Services or perform its obligations if caused by its compliance with the previous sentence.
Regulatory Assistance. If a governmental or regulatory authority sends Company a written inquiry, notice, or demand related to Personal Data, Company will attempt to redirect the authority to request such information from Client. If compelled to disclose Personal Data to a government or regulatory authority, Company will give Client reasonable notice of the demand to allow Client to seek a protective order or similar remedy if Company is legally permitted to do so. As required by law, and at Client's sole expense, Company shall reasonably assist Client with a response to a governmental or regulatory authority's investigation or inquiry as it relates to Client's Personal Data. However, in no case will Company be required to undertake any action or make any representation or statement against the advice of its counsel.
Compliance Assistance. Company shall reasonably assist Client with any other compliance action or procedure required by applicable Privacy Laws, at Client's sole expense. However, in no case will Company be required to undertake any action or make any representation or statement against the advice of its counsel.

ACKNOWLEDGEMENTS, REPRESENTATIONS, AND WARRANTIES

Student Information. Client understands that the Services may inherently involve the collection, Processing, receipt, and storage of Personal Data and educational records covered by Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and other laws. Client further understands that this Personal Data may include (without limitation) a student's first and last name, email address, ID number, school affiliation, age and grade, parents' names and identities, contact information, and other relevant information depending upon the specific Services. Client further understands that all Personal Data collected and used by the Services may be

transmitted over the public internet and stored using commercially-available, third-party cloud storage. Subject to Company's obligation to adhere to all the terms of this DPA, Client, not Company, bears sole responsibility to ensure that the provision of data to and processing of data by Company complies with law and any requirements applicable to Client.

Consents and Notices. Client represents, warrants and covenants that it has collected or will provide all legally required notices and collect all legally required consents necessary to permit Company's Processing of Personal Data for the Permitted Service Purposes.

Lawful Use. Client agrees that that will use the Services only in compliance with law and that it will ensure that all its users use the Services in compliance with law, the Agreement, and Company's Terms & Conditions, available at www.schoolstatus.com/terms-and-conditions or as communicated by Company to Client.

Minor Students. Client represents, warrants, and covenants that: (1) Client has full legal authority to consent to Company's collection of Personal Data through the Services from all Data Subjects, including where relevant, students under the age of eighteen (18); and (2) Client's use of the Services for the collection, use, Processing, and Sharing (if any) of Personal Data is and will only be in an educational context for the use and benefit of Client as an educational institution, and not for any other commercial purpose, and (3) Client will use the Services only in compliance with law, including relevant Privacy Laws.

Disclaimer of Warranties. All disclaimers of warranty and limitations of liability in favor of Company shall apply as described in the Agreement.

INDEMNIFICATION

Indemnification. Client agrees to indemnify, defend, and hold Company, its affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns (collectively, the "Indemnified Parties") harmless from and against any and all judgments, expenses, fines, penalties, or other losses (including reasonable attorney's fees) which may be suffered by, imposed on, or incurred by any of the Indemnified Parties as a result of any third party claims arising from: (i) any breach of this DPA by Client, its agents, vendors, or employees (ii) Client's violation of any Privacy Laws; and/or (iii) Company's reliance on any instructions provided by Client. Any costs and expenses incurred by Company for which Client is responsible under this DPA shall not be subject to any limitation of liability clause otherwise agreed between the parties, including within the Agreement.

11/a/2025

DATA RETENTION AND DESTRUCTION

Data Destruction. Within thirty (30) days after the effective date of termination or expiration of the Agreement, or within thirty (30) days of receipt of a written request by Client, Company will delete Personal Data in its possession, except that Company may always retain such Personal Data (1) to the extent Company is required to do so under an applicable law, including, but not limited to, any applicable Privacy Law; (2) as reasonably necessary for the establishment of, exercise of, or defense against legal claims; or (3) in archival business records. Company may retain and use a copy of Personal Data following the termination of the Agreement which has been cleansed in a commercially reasonable manner of all attributes capable of identifying a Data Subject. This includes, but is not limited to, aggregated data derived from Personal Data.

FIRST AMENDMENT TO HMH TERMS OF PURCHASE BETWEEN NWEA, A DIVISION OF HMH EDUCATION COMPANY **AND** WADSWORTH CITY SCHOOL DISTRICT
("Amendment")

THIS FIRST AMENDMENT ("1st Amendment") is entered into as of the 2/19/2026 ("Amendment Effective Date"), and amends the HMH Terms of Purchase, ("Agreement") by and between Wadsworth City School District ("School/District"), and NWEA, a division of HMH Education Company ("HMH") (individually referred to as the "Party" or collectively as the "Parties"), as it relates to District's purchase through Sales Order #00133341 . Capitalized terms in this 1st Amendment and not defined herein shall have the same definition as provided in the Agreement.

WHEREAS, the Parties desire to adjust the following clauses included in the Agreement.

Section 3 (ACCEPTANCE, PRICES, CANCELLATIONS, AND TERMS) of this Agreement is deleted in its entirety and replaced with the following:
"Orders are subject to acceptance and availability. Any changes to orders requested by Customer may be approved or rejected in HMH's sole and absolute discretion."

Section 5 (TAXES) of this Agreement is deleted in its entirety and replaced with the following:
"Where appropriate, Customer shall provide HMH with a duly executed tax certificate indicating that such purchase is for exemption or resale, and listing Customer's sales tax registration number for each state into which HMH's Products will be delivered. HMH shall have no liability for any tax required to be billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer. Where applicable, all prices and payments for Products are exclusive of all taxes, and Customer agrees to pay all applicable national, state and local sales, use, valueadded and other taxes, customs duties and similar tariffs and fees, other than taxes imposed on HMH's net income, when the amounts are known and pre-approved by the Customer."

Section 6 (SHIPPING; HANDLING; RISK OF LOSS) of this Agreement is amended to add the following:
", when pre-approved by the Customer."

And to remove the following sentence:
"Customer assumes full liability for the materials upon freight leaving our distribution center dock."

Section 7 (REJECTION) of this Agreement is amended to remove the following sentence:
"Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products without HMH's authorization."

Section 8 (RETURNS) of this Agreement is amended to remove the following sentence:
"Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products"

Section 14 (INDEMNIFICATION) of this Agreement is deleted in its entirety.

Section 15 (DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY) of this Agreement is deleted in its entirety.

Section 16 (TERMINATION; EFFECT OF TERMINATION) updated to Section 14 of this Agreement is amending the last sentence to read as follows:
"In addition, Sections, 11, 14, 17, 18 and 20 shall survive any termination of this Agreement."

Section 17 (MODIFICATION AND SEVERABILITY) updated to Section 15 of this Agreement is amended to remove the following sentence:
"HMH reserves the right to make changes to these Terms at any time."

Section 18 (JURISDICTION; VENUE; CJOICE OF LAW) updated to Section 16 of this Agreement is deleted in its entirety and replaced with the following:
"THE STATE COURTS OF THESTATE OF OHIOSITTING IN MEDINA COUNTY AND, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR OHIO SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THESTATE OF OHIO , WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY CUSTOMER IS LOCATED."

TERMS APPLICABLE TO SERVICES

Section 2 (LOGISTICS) of this Agreement is amended to add the following language to the beginning of the last sentence:

"When pre-approved by the Customer,"

Section 3.1.ii (DATE CHANGES/RESCHEDULING) of this Agreement is amended to add the following to the end of the section:

", when the expenses have been pre-approved by the Customer."

Section 3.2.5 (CANCELLATIONS/DEFAULT) of this Agreement is amended to add the following to the end of the section:

", when the expenses have been pre-approved by the Customer."

TERMS APPLICABLE TO NWEA ASSESSMENT PRODUCTS

Section 5 (Learning Continuum) of this Agreement is deleted in its entirety and replaced with the following:

"Learning Continuum is comprised of "Learning Statements". By using Learning Continuum, Customer agrees to the following:

If the Learning Statements are downloaded to Customer's organization or school district via a secure password protected intranet or private workspace, it may reproduce the Learning Statements without NWEA's express written permission provided: (i) the use is for non-commercial purposes only; (ii) Customer does not modify any information or image; (iii) access is password protected and is limited only to Customer's authorized agents; and (iv) Customer includes the copyright notice contained in the Learning Continuum.

Customer shall not use the Learning Statements within the Learning Continuum as a basis for alignment to any third-party products or services. NWEA only supports the Learning Statements in their original format. NWEA is not obligated to support any changes to the Learning Statements made by Customer or any third party."

Entire Agreement: For clarity, there are no other changes to the Terms of Purchase between the parties. The Agreement, as modified by the 1st Amendment, sets forth the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior and contemporaneous discussions or understandings between them relating thereto. Except as expressly modified in this 1st Amendment, the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment this 2/19/2026.

WADSWORTH CITY SCHOOL DISTRICT	**NWEA, A DIVISION OF HMH EDUCATION COMPANY**
Signature:	Signature:
Name & Title:	Name & Title:
Date:	Date:

The following HMH Standard PreK-12 Terms of Purchase apply to the purchase of all HMH **Physical Products**, **Digital Products**, **Connected Products, Services**, **Pilots,** and **AI Tools**. Additional terms and conditions may pertain to the use of specified platforms or products (including, as provided below, terms applicable to the Assessment Products and Services offered by the NWEA division of HMH). In the event that HMH is an authorized distributor of any Digital Products owned by third parties, the Terms of Use and Privacy Policies associated with such third-party products may apply.

The **Privacy Policy for HMH PreK-12 Products** governs all HMH Products in relation to privacy matters and is incorporated herein.

The **NWEA Privacy Policy - Assessment Products** governs all NWEA Assessment Products in relation to privacy matters and is incorporated herein.

The **K-12 Learning Platforms Terms of Use** governs all users access to and use of Products on HMH learning platforms and is incorporated herein.

The **NWEA Platform Terms of Use** governs all users access to and use of Products on the NWEA Platform and is incorporated herein.

GENERAL TERMS APPLICABLE TO ALL PRODUCTS

1. CONTRACT. The ordering or acceptance of any **Products** purchased from HMH Company or its applicable divisions, subsidiaries, or affiliates (collectively, "HMH") by any **Customer** shall constitute an agreement to these standard terms and conditions (the "General Terms"). These General Terms, together with any other applicable terms, as specified below, any terms and conditions published by HMH in the applicable HMH catalog, the **Order Document(s)** (if applicable to Customer's purchase) and/or any other terms and conditions, attachments or exhibits associated with the purchased Products (collectively, the "Terms") constitute the entire agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both HMH and Customer. Any contrary or inconsistent terms appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on HMH.
2. PURCHASE AUTHORIZATION; SOLVENCY. By ordering Products, Customer represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Customer is solely responsible for all purchase

decisions, including ensuring the compatibility and suitability of all Products. Further, by ordering and accepting delivery, Customer represents to HMH that Customer is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Customer orders and/or accepts delivery of any Products while insolvent, HMH shall have the right to stop shipment of any and all Products en route and Customer shall immediately return all such Products actually received to HMH. Events which shall be deemed to establish Customer's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Customer and/or Customer's admission of its inability to pay its debts when due.

3. ACCEPTANCE, PRICES, CANCELLATIONS, AND TERMS. Orders are subject to acceptance and availability. ~~HMH's list prices and other terms shown are subject to change without notice. HMH may make changes in quantities, casepacks, specifications, delivery schedules, method of shipment, and packaging, and may cancel or terminate work on any order for its own convenience, in whole or in part, by written or electronic notice at any time~~. Any changes to orders requested by Customer may be approved or rejected in HMH's sole and absolute discretion. ~~In the event of any errors relating to the pricing or specifications of any Products, HMH shall have the right to refuse or cancel any orders in its sole discretion.~~

1/21/2024 MM

1/21/2024 MM

4. BILLING AND PAYMENT. All amounts owing from Customer to HMH with respect to any Products purchased from HMH are subject to timely payment due within thirty (30) days of the date set forth on HMH's invoice. Accounts must be current before subsequent deliveries will be made or Services will be delivered. Customer credit limits may be established and modified by HMH in its sole discretion. Past due accounts are subject to a one percent (1%) monthly finance charge. Unless a set-off or deduction is specifically provided for by HMH in a valid credit memo, Customer may not charge back to HMH or make any set-offs or deductions, including, but not limited to, set-offs or deductions for violations of customer shipping or routing guidelines and/or other promotional programs. HMH shall process any credit to Customer's account in accordance with HMH's standard practices and procedures. All claims relating to any delivery and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.
5. TAXES. Where appropriate, Customer shall provide HMH with a duly executed tax certificate indicating that such purchase is for exemption or resale, and listing Customer's sales tax registration number for each state into which HMH's Products will be delivered. HMH shall have no liability for any tax required to be

billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer, ~~and Customer shall defend, indemnify, and hold harmless HMH against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.~~ 1/31/2024 MM Where applicable, all prices and payments for Products are exclusive of all taxes, and Customer agrees to pay all applicable national, state and local sales, use, value-added and other taxes, customs duties and similar tariffs and fees, other than taxes imposed on HMH's net income, when known and pre-approved by Customer MM 1/31/2024

6. SHIPPING; HANDLING; RISK OF LOSS. Unless otherwise expressly indicated on the face of an order, the shipping term for all deliveries is F.O.B. HMH's shipping point (whether to an HMH or third-party facility). Risk of loss and title is passed to Customer upon transfer of the Physical Products to the carrier. Shipping costs quoted are estimates and may vary from the actual costs. Unless otherwise agreed, the cost of shipping is calculated by taking the Physical Product price and adding 16%. Minimum charge is $10.00. HMH will ship Physical Products using its established methods of packing and transportation, except as otherwise instructed by Customer and agreed to by HMH. If Customer requires other packing or preparation, when pre-approved by customer MM 1/31/2024 Customer will pay the additional costs. In the event that Customer requests to pick up its own deliveries of Physical

Products by its own carrier, Customer must pay 5% of the value of the order as a handling fee. In addition, the pickup must occur within 48 hours of confirming the date and time of pickup or HMH will ship and charge standard shipping and handling rates to a maximum of 16%. ~~Customer assumes full liability for the materials upon freight leaving our distribution center dock.~~ 1/31/2024 MB

7. REJECTION. Customer may, immediately on receipt of any incorrect titles or damaged or defective Products, or if Products are not as described, reject and return them to HMH, with authorization from HMH and at HMH's expense. ~~Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products without HMH's authorization.~~ 1/31/2024 MB Shortages, damaged Products or incorrect titles must be reported within thirty (30) days of delivery. In the event of a shortage, HMH shall ship the items or credit Customer's account for the shortfall. For damaged Products, HMH shall pick up the Products and issue an appropriate credit or ship replacement Products. For Products showing visible damage on the shipping carton, the carrier must note damages on the freight bill before accepting delivery. Merchandise damaged in transit must be reported to the carrier immediately. All original shipping cartons, packing slips, packing materials and damaged Products must be saved until they have been inspected or Customer's claim has been resolved.

8. RETURNS. Except for Products sold on a non-refundable basis, Customer may return, at Customer's risk and expense, purchased Products no later than six (6) months (or one month for home schools and individual customers) after the invoice date, in accordance with HMH's standard practices and procedures with pre-approval from HMH Customer Experience. ~~Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products.~~ If Customer returns any Product that is damaged by Customer, used or otherwise ineligible for credit for any reason specified in our policy, HMH has the right to dispose of it without any further obligation, including, without limitation, notice, credit obligation or obligation to return it to the Customer.
9. MODIFICATION, DISCONTINUATION OR RECALL. HMH may update, enhance and/or expand the content, features and functionality of a Product and/or change the name and branding of a Product from time to time. In the event a Product is discontinued by HMH or is the subject of a recall by HMH during the term of HMH's contract with the Customer, HMH shall be responsible only for, at HMH's election: (a) supplying Customer with a revised or corrected versions of the Product; (b) substituting the Product with a new product in the same subject area and the same type, quality, condition and price or (b) providing a pro-rated credit to Customer that may be applied

toward the purchase of other HMH Products in the amount of the costs paid by Customer to HMH for the use of such Product during the remaining term of HMH's contract.

10. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations applicable to the purchase of Products. Furthermore, Customer warrants that it shall comply with all applicable data privacy laws, including federal and state laws including but not limited to the Family Educational Rights and Privacy Act, including the Protection of Pupil Rights Amendment ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). Please see our **Privacy Policy for HMH PreK-12 Products** and the **NWEA Privacy Policy – Assessment Products**.

11. HMH'S INTELLECTUAL PROPERTY RIGHTS. The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of HMH or its licensors and is protected by copyright, trademark, and other intellectual property laws. HMH, or its licensors, are the sole and exclusive owners and shall retain all right, title and interest in and to the Products, including without limitation all materials, software, documentation, training and implementation materials, methodology, all parts of presentations and other materials provided in connection therewith, related software code, specifications, documentation,

technical information, copyrighted and other proprietary content, HMH trademarks and brands, information and other materials of HMH, its licensors and other third parties; as well as corrections, modifications, additions, improvements and enhancements to the foregoing (collectively, "HMH IP"); subject to the personal, nonexclusive license to use the HMH IP granted to Customer for its own non-commercial, incidental use as contemplated herein.

12. EQUAL OPPORTUNITY CLAUSE. As applicable, HMH and its subcontractors shall abide by the requirements of 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. HMH also prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other characteristic protected by applicable law. If applicable, HMH and its subcontractors shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports, 29 CFR § 1602.7 regarding the annual EEO-1 Report, and 29 CFR Part 471, Appendix A to Subpart A, regarding posting a notice of employee labor rights.

13. FORCE MAJEURE. HMH shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed, cancelled, rescheduled or prevented by reason of any act of God,

war, civil commotion, strikes, labor disputes, fire, natural disaster, epidemic, pandemic, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.

14. INDEMNIFICATION. To the extent allowed by law and subject to the right of Customer to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Customer will indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.

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15. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WHILE HMH DOES ITS BEST TO DESCRIBE EVERY PRODUCT OFFERED AS ACCURATELY AS POSSIBLE, HMH DOES NOT WARRANT THAT PRODUCTS, SPECIFICATIONS, PRICING, AND/OR OTHER CONTENT HMH PROVIDES ARE COMPLETE, ACCURATE, RELIABLE, CURRENT, OR ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND,

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INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. HMH DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. HMH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN

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THE USE OF SUCH COMMUNICATIONS FACILITIES. HMH SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL HMH BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

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16. TERMINATION; EFFECT OF TERMINATION. HMH may terminate this Agreement upon the failure of Customer to comply with any of the Terms, at any time by giving Customer 30 days' prior written notice, specifying the breach upon which the notice is based. If Customer has not cured the breach to HMH's satisfaction within the notice period, this Agreement will terminate. HMH shall have, in addition to any other remedies available to it, the right to injunctive and other equitable relief to restrain action by Customer inconsistent with this Agreement, and Customer hereby acknowledges that other remedies are

inadequate in such cases. Upon termination for any reason, HMH will disable access to any applicable Digital Products, including at the end of the **Subscription Term**. In addition, Sections 11, ~~14 through~~ 18 and 20 shall survive any termination of this Agreement.

17. MODIFICATION AND SEVERABILITY. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind. ~~HMH reserves the right to make changes to these Terms at any time.~~

18. JURISDICTION; VENUE; CHOICE OF LAW. THE STATE COURTS OF THE ~~COMMONWEALTH OF MASSACHUSETTS~~ SITTING IN ~~SUFFOLK~~ COUNTY AND, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR ~~MASSACHUSETTS~~ SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE ~~COMMONWEALTH OF MASSACHUSETTS,~~ WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS,

EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY CUSTOMER IS LOCATED.

19. EXPORT. Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Digital Products and related Services (including technical data) and any Digital Products deliverables provided to Customer by HMH, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.

20. CONFIDENTIALITY. Customer acknowledges that in the course of providing Products under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any

other parties, or to make any use of the Products other than the use that is intended by HMH through its provision of the Products. Customer shall disclose the confidential information only to Customer's employees or agents who are subject to confidentiality and nondisclosure agreements or obligations before such disclosure; and (ii) as required by governmental authority or applicable law, provided that Customer shall provide HMH prompt written notice of such requirement so that HMH may see, at its sole cost and expense, a protective order.

TERMS APPLICABLE TO DIGITAL PRODUCTS

In addition to the above General Terms applicable to all Products, the following terms are applicable to the purchase of Digital Products. In the event of a discrepancy between the General Terms and the Terms Applicable to Digital Products, the Terms Applicable to Digital Products shall apply, provided that for the Digital Products of HMH's NWEA division, the additional "Terms Applicable to NWEA Products" shall also apply as provided below.

1. SUBSCRIPTION TERM. Any subscription to Digital Products is for the price and time period or term, listed in the applicable Order Document(s). If Customer wishes to modify or extend any Subscription Term, a purchase order, change order, or

amendment is to be negotiated for additional fees. If no commencement date for the Subscription Term to the Digital Products is specified in the applicable Order Document(s), the Subscription Term shall be deemed to commence on the date on which the Customer is granted access to the Digital Product as delivered by HMH, NOT upon Customer activation of the Digital Product, and shall continue until the end of the Subscription Term. Upon expiration or termination of the Subscription Term, Customer will no longer have permitted access to the Digital Product. In the event that HMH must discontinue access to a Digital Product prior to expiration of the Subscription Term, HMH shall provide a pro-rated credit to Customer applicable toward the purchase of other HMH Products. Such pro-rated credit shall reflect the portion of the Subscription Term that remains unused as of the date of discontinuation of the Digital Product.

2. HOSTING. Any Digital Products purchased for a limited Subscription Term shall be hosted by or through HMH. HMH may choose to transition the hosting of a Digital Product to a different site or platform upon prior written notice to Customer. Any HMH Digital Products Customer wishes to self-host would be considered a separate transaction, and separate agreements and fees are to be negotiated. Self-hosted versions of many of HMH's Digital Products are not available for license. In the case of Digital Products that are self-hosted in whole or in part, HMH

grants to Customer a nonexclusive, nontransferable, limited license to install or download a copy, as needed, of the Digital Products solely for Customer's internal use and in compliance with the maximum permitted subscribed users and/or other applicable terms set forth in the Order Document(s) and upon expiration or termination of the applicable Subscription Term, Customer must immediately cease using the Digital Product, delete or destroy any copies of the Digital Product and, if requested, confirm to HMH that the Customer has complied with these requirements.

3. ALLOCATION OF LICENSES. HMH will provide Customer with the number of credentials with respect to Digital Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s).
4. LICENSE LIMITATIONS. Customer may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital Product on more devices or at more sites, than are authorized by these Terms Applicable to Digital Products and the applicable Order

Document(s), or (5) sub-license the Digital Products except as permitted by HMH.

5. SECURITY. Customer acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the applicable license rights. Customer shall take all reasonable security measures to prevent unauthorized access to the Digital Products. Customer agrees to: (1) accept all responsibility for all activities that occur under username(s) or password(s) used by Customer; and (2) immediately notify HMH of any unauthorized use of any password or account assigned to Customer, or any other breach of security or confidentiality thereof. In such event, HMH shall have the right, without limitation of any other rights under this Agreement, to terminate any such account or this Agreement in its entirety. In the event that Customer transmits **Customer Materials** to HMH outside of HMH's secure software (e.g. in association with the provision of any Services), Customer agrees to use a secure conduit (e.g., HTTPS) for the transmission of such Customer Materials. HMH shall have no obligation to monitor Customer Materials, but HMH reserves the right to do so and to remove or disclose any Customer Materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, and HMH will use reasonable efforts to notify Customer reasonably in advance.

6. THIRD PARTY PRIVACY POLICIES. Please note that in some instances Digital Products are owned and hosted by third parties. In such cases, there may be other specific privacy policies that apply. In such cases, you should refer to the applicable third-party privacy policy for such Digital Product(s).

TERMS APPLICABLE TO CONNECTED PRODUCTS

In addition to the General Terms and Terms Applicable to Digital Products that may apply to individual components of the Connected Products, the following terms apply to HMH Connected Products. In the event of any conflict, the Terms Applicable to Connected Products shall apply.

1. CONNECTED PRODUCTS. The Connected Products consists of the HMH program products, professional development services and classroom materials offered by HMH through its platform(s), or otherwise delivered to the Customer (including for install or by download), solely in the formats identified in the Order Document(s). Customer is responsible for supplying its own hardware and other equipment that may be required to use or access the Connected Products according to the associated documentation. Customer understands and agrees that certain content of the Connected Products may be updated or

substituted on an ongoing basis in the discretion of HMH. In addition, the Customer may add other Products and Services to the Order Documents, at the applicable HMH price, and all such additional Products and Services shall be governed by these terms and other applicable HMH terms and conditions.

2. LICENSE. Subject to the General Terms and Terms Applicable to Digital Products, HMH hereby grants Customer a limited, non-exclusive, non-sublicensable and non- transferable right to access the Connected Products as identified on the applicable Order Document(s), solely for educational purposes and solely in connection with the Customer's school/district. HMH will provide Customer with the number of credentials with respect to the Connected Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s) or according to the Licensed Capacity as specified in the Order Document(s). Teacher licenses can be used by multiple instructors in good faith, in the same school/district so long as such teacher licenses maintain a customary classroom teacher-to-student ratio (i.e. the number of teacher licenses purchased is substantially in proportion to the number of student licenses purchased by the Customer). Any rights not expressly granted by HMH in this Agreement are expressly reserved to HMH. The Subscription Term is for the period of years specified in the applicable Order Document(s)

and paid for by Customer. This Subscription Term shall be effective upon the date set forth in the Order Document(s), provided that, if no such commencement date is specified, the Subscription Term shall be deemed to commence on the earliest date on which the applicable product is first accessed or used by Customer and shall continue until the end of the Subscription Term. For a multi-year Subscription Term, Customer shall be permitted to re-allocate the licensed credentials to different grade levels of the same HMH program, so long as the total number of licensed users is not exceeded for the same Subscription Term during the same academic year.

3. EMBEDDED SERVICES. Subject to the General Terms, HMH will provide the then standard embedded professional development services to Customer as HMH makes available with the Connected Products Subscription. In addition, Customer may engage HMH to provide additional training, coaching or other professional development in association with the Connected Products.
4. CONSUMABLE PRINT MATERIALS. For a multi-year Subscription Term, Customer shall be permitted to re-allocate the quantities of consumable print materials of a given Product among different grade levels, so long as the total quantity purchased is not exceeded in a given academic year. As of 3/1/2022, customers must manage their annual shipment of consumable

print materials through the **HMH Print Refill Site** in order to specify the Customer's grade level quantities for the following school year. Subscription quantities not specified for shipment may not be carried over to the following year and may not be refunded or credited.

TERMS APPLICABLE TO SERVICES

In addition to the General Terms, the following terms apply to the purchase of Services. In the event of a discrepancy between the General Terms and the Terms Applicable to Services, the Terms Applicable to Services shall apply.

1. PURCHASE ORDER. At least thirty (30) days prior to the first date of Services, Customer shall provide HMH with a purchase order. If Customer's purchase practice is not to provide a purchase order, Customer agrees that it shall sign a Services Agreement or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by HMH.
2. LOGISTICS. No less than thirty (30) days before a Services Date, Customer shall provide to HMH the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of participants for each day of Services to be delivered. HMH reserves the right to charge Customer expedited shipping

charges if additional shipping or handling charges are incurred by HMH, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.

3. SCHEDULING, RESCHEDULING AND CANCELLATION. The scheduling of Services to be delivered on specified dates ("Services Dates") shall be outlined in the purchase order or agreement. Services to be delivered on dates to be determined ("TBD Dates") must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants.
    - DATE CHANGES/RESCHEDULING.
        1. Services Dates, once scheduled, may be changed only upon the mutual agreement of HMH and the Customer, except in the event that an HMH consultant delivering in-person Services is unable to attend due to circumstances beyond his/her control (e.g. flight cancellation). In such event, the HMH consultant may provide the Services online for the same fees. Any

change to the Services dates requested by the Customer will result in rescheduling fees, and any change to the type of Services requested may affect the fees that will be charged.

i. Any date change requests must be received by HMH from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. All rescheduled Services Dates not consumed within twelve (12) months will be forfeited by the Customer and no refund of any prepaid fees shall be given.

ii. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse HMH 100% of any out-of- pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services (e.g., travel already booked), we do approve how bear pre-agreed by the District. 1/21/25 TB

- CANCELLATIONS/DEFAULT.

1. Customer may cancel Services without incurring any cancellation fee prior to the scheduling of a Services

Date by providing HMH no less than thirty (30) days' written notice prior to the Services Date.

2. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the cancelled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the cancelled Services.
3. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no- show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the cancelled Services.
4. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.
5. For any cancellation of Services Dates at any time for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing

the Services in accordance with this Agreement (e.g., travel already booked), when the expenses have been approved by the Customer. MB 1/21/2026

4. PROHIBITION ON REPRODUCTION. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed, including through the use of artificial intelligence products, without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.

TERMS APPLICABLE TO PILOTS

In addition to all of the above Terms, where Pilots are permitted by applicable law and otherwise available, the following terms are applicable to the Pilots. In the event of a discrepancy, the Terms Applicable to Pilots shall apply.

1. CONSIDERATION. In partial consideration of its participation in the Pilot, Customer agrees to cooperate with HMH's efforts to gather data (including but not limited to performance, usage, and other data at the building, grade, teacher and student levels), testimonials and other information relating to the Pilot. HMH may meet with the Customer to review success data and other information obtained in connection with the Pilot or from the use of Products in the Pilot ("Pilot Materials"). Customer agrees that

HMH will collect, use and protect pilot data in accordance with the **Privacy Policy for HMH PreK-12 Products** and the **NWEA Privacy Policy – Assessment Products**, as applicable.

2. PILOT MATERIALS. Pilot Materials shall be provided in limited quantities as specified in the Pilot Proposal and only for the duration of and otherwise within the scope of the Pilot. Participation in the Pilot shall not thereby entitle Customer to participation in future pilots or additional access to Pilot Materials or to other instructional materials.
3. OWNERSHIP. To the fullest extent permitted by law, where the Customer does not share in the funding of the Pilot, HMH retains ownership of all Pilot Materials. HMH also retains all right, title and interest in and to any Pilot Materials consisting of software licensed to the Customer for the limited period of the Pilot. In the event that the HMH program relating to the Pilot is selected and purchased by Customer at the end of the Pilot, Customer will have the option to purchase or license the Pilot Materials on terms to be negotiated between HMH and Customer. Where the Customer does not share in the funding of the Pilot, and the piloted HMH program is NOT selected by the Customer at the end of the Pilot, Customer shall discontinue use of all Pilot Materials provided under license and return such Pilot Materials to HMH (and HMH is entitled to terminate access to or collect all

Pilot Materials owned by HMH at its discretion). Customer is not permitted to resell any Pilot Materials.

4. DAMAGE AND/OR LOSS. Customer is responsible for any damage or loss to HMH owned Pilot Materials during the Pilot.
5. TERMINATION. Where Customer has not participated in the funding of the Pilot, HMH may terminate the Pilot at any time upon thirty days prior written notice to Customer.

TERMS APPLICABLE TO HMH AI TOOLS

In addition to the above General Terms applicable to all Products, the following terms are applicable to the use of the HMH AI Tools. In the event of a discrepancy between the General Terms and the Terms Applicable to HMH AI Tools, the Terms Applicable to HMH AI Tools shall apply.

These HMH AI Tools Terms ("Terms of Use") apply to the use of the AI Feature provided by HMH Education Company ("HMH" or "we").

The AI Feature is a suite of AI classroom support tools intended for use solely by adults. Use of the AI Feature by anyone under the age of 18 is prohibited.

Definitions

For purposes of these Terms of Use, the following terms have the meanings set out below. Capitalized terms used but not defined in these Terms of Use shall have the meanings set out in the HMH Standard PreK-12 Terms of Purchase.

"AI User Input" means information, data, materials, text, prompts, images, code, or other content that is (a) input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available by or on behalf of you for processing by or through an AI Feature, or (b) collected, downloaded, or otherwise received by an AI Feature for or on behalf of you.

"AI User Output" means information, data, materials, text, images, code, works, expressions, or other content generated or otherwise output from an AI Feature in response to AI User Input or from use of an AI Feature by or on behalf of you.

"AI Feature" means any feature, functionality, or component that incorporates, uses, depends on, or employs any AI Technology, including, but not limited to the HMH AI Tools.

"AI Technology" means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all software implementations of any of the foregoing, and related hardware or

equipment, in each case capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

"Third-Party Materials or Third -Party" means third-party products, technology, data, services, and materials.

Access and Use of AI Feature

Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-transferable, non-sub-licensable license, to access, view, download and use the AI Feature solely for your educational and non-commercial purposes.

In addition, you agree not to use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the AI Feature (including any HMH IP), except as expressly permitted in these Terms of Use. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by HMH or its licensors, except for the licenses and rights expressly granted in these Terms of Use.

Use Restrictions & Prohibitions

You agree not to do any of the following with the AI Feature:

- You will not post or upload any AI User Input or create any AI User Output that:
    i. infringes, misappropriates or violates a Third Party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
    ii. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
    iii. is fraudulent, false, misleading or deceptive;
    iv. is defamatory, obscene, pornographic, vulgar or offensive;
    v. promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
    vi. is violent or threatening or promotes violence or actions that are threatening to any person or entity; or
    vii. promotes illegal or harmful activities or substances.
- You will not use, display, mirror or frame the AI Feature, or any individual element within the AI Feature, HMH IP, HMH's name, any HMH trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without HMH's express written consent;
- You will not access, tamper with, or use non-public areas of the AI Feature, HMH's computer systems, or the technical delivery systems of HMH's providers;

- Attempt to probe, scan, or test the vulnerability of any HMH system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by HMH or any of HMH's providers or any other third party (including another user) to protect AI Feature, or HMH IP;
- Attempt to access or search the AI Feature or HMH IP or download HMH IP through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by HMH or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use the AI Feature, or HMH IP for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Use;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the AI Feature,or HMH IP to send altered, deceptive, or false source-identifying information;

- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the AI Feature, or HMH IP;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the AI Feature;
- Use any Student Education Records or any other information protected by law (e.g. FERPA, COPPA, HIPAA, etc.) as AI User Input. Use of any Student Education Records or any other information protected by law (e.g. FERPA, COPPA, HIPAA, etc..) as AI User Input is strictly prohibited.
- Impersonate or misrepresent your affiliation with any person or entity;
- Repurpose or distribute output to harm others (for example, defraud, scam, spam, mislead, bully, harass, defame, discriminate based on protected attributes, sexualize children, or promote violence, hatred or the suffering of others);
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

We have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that HMH has no obligation to

monitor your access to or use of the AI Feature, or to review or edit any AI User Input or AI User Output, but has the right to do so for the purpose of operating the AI Feature , to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. HMH reserves the right, at any time and without prior notice, to remove or disable access to any AI User Input, AI User Output or User Customizations, that we, at our sole discretion, consider to be in violation of these Terms of Use or otherwise harmful to the AI Feature or others.

Your AI Responsibilities and Some Risks

You will comply with all rules and policies of your school/district relating to the use of AI.

You acknowledge that the underlying AI technology may, in some cases, provide incorrect, inaccurate, or otherwise irrelevant information. If you do not agree with this risk, you should not use the AI Feature. You are responsible for ensuring that any output or analysis generated by the AI Feature is true, correct, accurate, or otherwise appropriate for your educational or other permitted purposes.

You acknowledge and understand that applicable government entities may promulgate or enact legislation or regulations that impact your use of the AI Feature.

Some of the AI Features may not be able to prohibit the use of Third-Party Material as AI User Inputs. Before using any Third-Party Material, you should either: (i) obtain express permission from the copyright holder; (ii) confirm that the material is in the public domain, or (iii) that your proposed use of the Third-Party Material is within the doctrine of fair use. If you are unsure whether your proposed use is fair use, please consult with a copyright expert.

Open AI

The HMH AI Tools use OpenAI. Your use of the AI Feature is therefore subject to OpenAI Terms of Use

Privacy

Use of HMH AI Tools is subject to the Privacy Policy for HMH PreK-12 Products terms. By using the AI Feature in any manner, you agree to the Privacy Policy for HMH PreK-12 Products terms.

Payment Terms

The HMH AI Tools are provided for free with limited usage, not to exceed 6 uses per day. You may upgrade to unlimited Uses for a fee. In the event you choose to use paid aspects of the HMH AI Tools, you

agree to the pricing, payment, and billing policies applicable to such fees and charges, as posted by HMH. All fees are non-refundable and non-transferable except as expressly provided in these Terms of Use. All fees and applicable taxes, if any, are payable in United States dollars.

Intellectual Property Rights

HMH Intellectual Property Rights. The AI Feature is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, HMH and its licensors exclusively own all right, title, and interest in and to the AI Feature and HMH IP, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, Use mark or other proprietary rights notices incorporated in or accompanying the AI Feature.

AI User Inputs and AI User Outputs. As between HMH and you, you will remain the sole and exclusive owner of all right, title, and interest in and to all AI User Input and AI User Output, subject only to (i) HMH's ownership of its pre-existing intellectual property incorporated into any AI Customer Output, and (ii) any third party's ownership of Third-Party Materials incorporated into any AI Customer Output, and (iii) the limited rights granted in these Terms of Use.

Training Rights. HMH will not use any AI User Inputs or AI User Outputs to train the AI Feature.

Representations

You represent and warrant that you have the rights and permissions required to enter or submit AI User Input through the AI Feature for purposes of your use of the AI Feature for your benefit.

Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the AI Feature ("Feedback"). You may submit Feedback by emailing us at help@hmhco.ai through the "Help" section of the HMH AI Tools. You acknowledge and agree that we may use your feedback or suggestions without any obligation to compensate you for them.

TERMS APPLICABLE TO NWEA ASSESSMENT PRODUCTS

In the event of any discrepancy between either of the paragraphs entitled Terms Applicable to Digital Products and Terms Applicable to Connected Products stated herein, and these Terms Applicable to NWEA Assessment Products, these Terms Applicable to NWEA Assessment Products shall apply.

1. Customer acknowledges Product limitations on the number of test events per academic year with respect to certain Assessment Products (namely, MAP® Growth™ which, excluding Summer test administration, may not be administered for more than three MAP® Growth™ test events per license in a single academic year, except for MAP® Growth™ K-2 Skills Checklist which may be administered without such academic year limitation). Additionally, Customer may administer one summer test event per license per academic year. Customer shall provide to NWEA its student and class information in a Class Roster File ("Roster File") for each test window in the approved format. Customers must import the Roster File at least one (1) week before Customer's first day of testing.
2. If Customer is new to the Assessment Products, Customer's teachers and staff administering the Assessment Products must, at Customer's cost, participate in introductory product training before testing begins. Before testing commences, Customer shall assign a member of its staff to coordinate the logistics of setting up the Product Training. If Customer experiences staff change in the middle of a Subscription Period or Services Period that affects the administration of the Services, Customer shall promptly notify NWEA in writing and as a condition of such change, NWEA may require Customer to send any new staff to introductory product training.

3. Customer shall use its best efforts to determine the number of permitted Named Users to be tested by Customer. HMH shall send an invoice based on the Licensed Capacity and quantity of Products in the applicable Order Document(s) to Customer, and Customer shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Customer must contact NWEA at **accountsreceivablenwea@hmhco.com** for wire transfer instructions. Customer will immediately notify NWEA in writing of any increase in use beyond the Licensed Capacity and will provide NWEA with any reports reasonably requested by NWEA to verify Customer's use and deployment of the Software. If Customer's access and use of the Software exceeds Customer's Licensed Capacity, NWEA its sole discretion may (i) require Customer to purchase additional licenses from NWEA at NWEA's then-current catalog price; or (ii) immediately terminate this Agreement in accordance with Section 14. Customer shall pay the variance within 30 days of the amended invoice date. Any purchase order, credit card order, or other Order Document with sufficient information for NWEA to process the order that is accepted by NWEA will be governed by this Agreement, provided however, the terms and conditions in any purchase order accepted by NWEA shall not be binding upon NWEA and shall not modify the terms of this Agreement. All Order Document(s)

for initial purchases of Products and Services, , renewals, change orders, and/or other order documents will be governed by the terms of this Agreement and/or any other terms and conditions, attachments or exhibits associated with the purchased Products and Services. NWEA reserves the right to increase its then-current catalog prices and introduce new catalog prices upon notice to Customer. Any such increases will only become effective upon renewal of a Subscription term.

4. Customer owns the Student Education Records. NWEA and Customer acknowledge that, notwithstanding anything to the contrary in these General Terms, NWEA will collect, use and disclose Student Education Records consistent with the **NWEA Privacy Policy – Assessment Products**.

   GRD. Customer authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Customer used or ordered Services, whichever is earlier. NWEA and Customer acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 15, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Customer's access to Product reports and other reporting and research-related services and to validate the authenticity of data in such reporting. If NWEA receives

Customer's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Customer due to the inability to accurately link student data with research data. Customer's written request must be sent via email to **legalservices@hmhco.com** and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

Subject to the limitations of warranty set forth in Section 15 of the Agreement, NWEA shall implement administrative, physical, and technical safeguards to protect Student Education Records from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Customer by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Customer shall cooperate fully with NWEA so that NWEA

can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other parties for which notification by NWEA is required under applicable state law. More information regarding NWEA's information security program can be found in NWEA's **MAP® Growth™ Security Whitepaper**.

After termination of the Agreement, NWEA shall continue to maintain Student Education Records until: (i) NWEA receives Customer's written request to destroy Student Education Records via email to **legalservices@hmhco.com** that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Customer is duly authorized and has legal capacity to execute the request; and (ii) NWEA confirms the information in Customer's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Customer understands and agrees that if NWEA destroys Customer's Student Education Records, NWEA will not be able to provide such data to Customer after its destruction. This Section shall survive any termination of this Agreement.

5. Learning Continuum. Learning Continuum is comprised of "Learning Statements". By using Learning Continuum, Customer agrees to the following:

If the Learning Statements are downloaded to Customer's organization or school district via a secure password protected intranet or private workspace, it may reproduce the Learning Statements without NWEA's express written permission provided: (i) the use is for non-commercial purposes only; (ii) Customer does not modify any information or image; (iii) access is password protected and is limited only to Customer's authorized agents; and (iv) Customer includes the copyright notice contained in the Learning Continuum.

Customer shall not use the Learning Statements within the Learning Continuum as a basis for alignment to any third-party products or services. ~~If Customer conducts unauthorized alignments, it shall hold NWEA harmless and indemnify NWEA from any claims or lawsuits that arise from its alignment.~~ NWEA only supports the Learning Statements in their original format. NWEA is not obligated to support any changes to the Learning Statements made by Customer or any third party. ~~In addition to Section 15 of the Agreement, neither NWEA nor its vendors warrant the accuracy, completeness, or usefulness of this report and NWEA expressly disclaims all liability and responsibility arising from reliance on the Learning Continuum.~~

1/21/2026

1/21/2026

DEFINITIONS

The following terms used throughout this agreement, whether used in the singular or plural, shall have the meanings set forth herein.

1. "Anonymized Data" means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Assessment Products.
2. "Assessment Products" means to the assessment, reporting, and administration systems provided by HMH's NWEA division, including but not limited to (i) MAP® Growth or (ii) MAP® Reading Fluency, or (iii) interim or summative assessments. Assessment Products, as used herein, excludes Customer's operating environment and any other systems not directly provided by HMH or within HMH's control.
3. "Connected Product(s)" means Physical Products, Digital Products and Services specifically labelled as part of HMH's "Connected Teaching System" or the NWEA division's Assessment Products and Services.
4. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a purchase

order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Products hereunder.

5. "Customer Materials" means the materials, data and information belonging to a Customer and provided to HMH, either directly or by granting HMH access to Customer's files/systems, for the purpose of using an HMH Product.
6. "Digital Product(s)" means non-tangible, digital versions of Products, whether licensed on a fixed, perpetual or subscription term.
7. "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.
8. "GRD" means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Customer and other subscribers may receive.
9. "Licensed Capacity" means the maximum permitted Named Users' use of the Software based on NWEA's capacity-based license pricing metrics that quantify, measure, and limit Customer's use of the Software, as specified in Customer's Order Document(s) for the applicable Assessment Products.

10. "Named User" is a form of Licensed Capacity and means a single student user who has been designated as an authorized user of the Connected Product or Digital Product by the Customer's Systems Administrator and accesses the applicable Assessment Products using a unique number assigned to such student.
11. "NWEA" means the assets and business of, used by or relating to the NWEA division of HMH or provided specifically under the NWEA brand identity.
12. "Order Document(s)" means the HMH cost proposal or HMH quotation and order form.
13. "Physical Product(s)" means any Product versions that are not Digital Products, including printed books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Digital Product(s) delivered to Customer, and any other physical copies of Products.
14. "Pilot" means the paid or unpaid, full or partial access to Products for a specific, limited period of time for evaluation and trial of the Product prior to Customer's decision on whether or not to purchase the Product in full. Pilots are generally of short-duration and for limited Product in order for a Customer to evaluate how a full-scale implementation of Products will work in practice. Ownership of the Product remains with HMH unless

and until full purchase of the Pilot Materials, as hereinafter defined, is completed.

15. "Product(s)" collectively refers to all HMH Physical Products, Digital Products, Connected Products, Products on the K-12 Learning Platform, Pilots, Services.

16. "Services" means professional development services delivered personally to the Customer either, virtually or in person on site as specified in the purchase order or other ordering documents or statement of work(s), which may include GRD, training, professional learning, coaching, consulting, conferences, courses, "Getting Started" (implementation, onboarding, and technology readiness training), program management, and software implementation, for Customer as agreed to by the parties, under this Agreement.

17. "Student Education Record" means personally identifiable information of Customer's students as defined by FERPA and any applicable state law

18. "Subscription Term" means the term of the Customer's subscription to a Digital Product or a Connected Product.

19. "Systems Administrator" means the Customer-designated individual who, with respect to the Assessment Products, is authorized to: (i) modify assessment preferences for Customer; (ii) create and modify Named User profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and

(iii) declare testing complete for Customer. Customer acknowledges that its Systems Administrator controls the access and security points of the Assessment Products. Annually, Customer shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators.

For Terms of Purchase specific to Resellers, please visit:
hmhco.com/policy/reseller-terms-and-conditions

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 Global Minds LLC ("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:

Provide expert bilingual psychoeducational evaluation that prioritizes understanding and addressing the unique needs of students. The assessment process typically includes interviews, observations and formal testing. The evaluator will work directly with the ETR team to ensure appropriate assessments are completed. The evaluator will work with the evaluation team to ensure final testing results are clear and able to support an IEP, if the student qualifies.

2. TERM

This Agreement shall begin on January 12, 2006, and end June 30, 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:

The provider will complete all portions of the ETR, will collaborate with all members of the ETR team, will assess the student, complete observation(s) and will make sure parents have access to all information in their native language. The provider will attend and lead the ETR meeting as all data is discussed and eligibility decisions are made.

Example:

Service	Employee	Billed Rate	Total Due to Contractor by Board
Bilingual Psycho-educational evaluation	Global Minds LLC (Rosanna Torres; Mariana Proske)	Bilingual (English/Spanish)Psycho-educational evaluations $1,500 - $4,000 based on assessments agreed upon Psycho-educational evaluations of speakers of other languages $1,500 - $4,000 based on assessments agreed upon Language Proficiency (English v Spanish) $1,500	One assessment needing completed this year.

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 a legally established LLC in the state of Ohio.

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.

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: 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 days of the change.

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:

Rossana Torres, M.A.
Bilingual School Psychologist
Global Minds LLC
CEO/Co-Founder
www.globalmnds-llc.com

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 on 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.

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. MEDICAID SCHOOL PROGRAM (If Applicable)

The Board and the Contractor further agree that, in order for the Board to be eligible to receive Medicaid School Program (MSP) reimbursement for contracted costs, the following provisions apply:

1. Contractor is required to comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.

2. Contractor will allow representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to subcontractor's books, documents, and records.

Contractor acknowledges that they or their principles are not suspended or debarred.

17. 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: Global Minds LLC

_____ _____

Rossana Torres* Date

*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:

_____

*Tim Beck
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.

_____
*Tim Beck
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

S.A. Comunale

An EMCOR Company

Heating*Air Conditioning*Controls* Energy Management * Plumbing * Sprinklers * Backflows
Preventative Maintenance Contracts * Design Build * 24 Hour Service* Green Buildings
Alarms*Alarm Monitoring*Water Treatment

"We at Comunale perform all tasks with a sense of urgency and a CAN DO attitude."

October 6, 2025

Mr. Brett Tanner
Maintenance Supervisor
625 Broad Street
Wadsworth OH 44281

Re: Boiler Maintenance Agreement

S.A. Comunale Co., Inc. is pleased to present the following for your review and approval:

1. Perform annual maintenance for 14 boilers located in 6 buildings: Overlook (2), Isham (2), Valley View (2), Middle School (4), Franklin (2), and Lincoln (2)
2. Inspect mechanical and clear work area around boilers and remove any combustibles from the room.
3. Inspect all safety switches and controls and verify proper operation.
4. Verify relief valve is operable and replace if valve leaks after inspection.
5. Perform combustion analysis twice per year, once on initial Fall maintenance when temperatures are mild and once in colder Winter months for optimum combustion efficiency. Date and record numbers on checklist provided.
6. Clean burners and heat exchangers per manufacturers guidelines.
7. Install maintenance kits from boiler manufacturers which will include pre filter and air filter, gaskets, and nylon brushes. Note Ignitors are included as well.
8. Measure and record stack temperatures on both high and low fire. Record reading and log onto sheets provided.

9. Upon completion of installing maintenance kits and cleaning of boilers cycle to insure proper operation.

10. Clean entire work area and review any additional repairs diagnosed with client prior to departure.

COST FOR THE ABOVE: $17518.00

- All work performed during our normal business hours, 8:00am – 4:30pm, Monday-Friday.
- Quote is valid for 30 days from date of issuance.
- This agreement is valid for one year from date of signing.~~and will auto renew each year unless cancelled by customer. 3% price increase per year. 30 day cancellation notice by customer or contractor required to opt out of contract, no early termination fees apply.~~

To acknowledge your acceptance of this quote, please sign and date below. For your convenience, you may return a signed copy via email at jim.blind@comunale.com

EQUIPMENT LIST:

Model numbers and serial numbers will be recorded including the age of the boilers and left on checklists for each boiler.

If you have any questions, or need additional information, please feel free to contact me.

Thank you for the opportunity.

Sincerely,
S.A. Comunale Co., Inc.

[redacted]

Accepted By:
_____

Date:_____

Jim Blind
HVAC Sales
[redacted]Cell

PO#: _____

WHS MARCHING BAND TRIP

Date: January 13-18, 2027
Tour Company: Bob Rogers Travel (BRT)
Tour Consultant: Todd Wessel
Cost: Approx. $1,382 (quad occupancy) before fundraising efforts are applied, not including optional trip insurance.
Supervision: We will be taking 7 staff members and 16-18, board approved parent chaperones.

TOUR FEATURES (INCLUSIONS)

Motor coach

- 3- 56 passenger charter buses
- Gratuities for the charter bus drivers

Hotel

- 3 nights at Home 2 Suites Orlando at Flamingo Crossings Town Center
- Breakfast at the hotels
- Rooms for the charter bus drivers

Security

- 3 Dedicated overnight chaperones

Meals

- 4- $25 Disney World Dining Cards

Theater/Attraction tickets

- Disney Imagination Campus Performing Arts 3 day park tickets

Performance

- Performance at a WDW park pending acceptance

Additional Inclusings

- BRT Online payment system
- 7 Complimentary trip packages based on the single occupancy rate
- BRT luggage tags
- BRT video souvenir & messaging app (I don't use this)
- 2 Onsite tour directors

Trip Itinerary

Tentative- as of 2/19/26

Wednesday, January 13

4:30 PM	Check-in begins
6:15 PM	Buses arrive for loading
7:00 PM	Depart for Orlando, FL

Thursday, January 14

3:30 PM	Check in to the hotel • Home 2 Suites, Orlando Flamingo Crossings 341 Flagler Ave. Winter Garden, FL 34787 (407) 993-3999
4:45 PM	Depart for Disney Springs
5:15 PM	Arrive at Disney Springs • Students will receive a $25 Disney Dining Card
9:00 PM	Meet behind the Cirque du Soleil Stadium for pick up
9:15 PM	Depart for hotel
11:00 PM	Lights out

Friday, January 15

6:00 AM	Wake up
6:45 AM	Breakfast at the hotel
8:15 AM	Depart for Magic Kingdom
9:00 AM	Arrive at Magic Kingdom • Students will receive a $25 Disney Dining Card

****Parade- TBA****

9:00 PM Watch "Happily Ever After" show in chaperone groups
9:20 PM Exit park in chaperone groups
10:30 PM Board buses for the hotel
11:15 PM Arrive at the hotel
12:00 AM Lights out

Saturday, January 15

6:00 AM Wake up
7:00 AM Breakfast at the hotel
8:15 AM Depart for Hollywood Studios
- Students will receive a $25 Disney Dining Card

9:00 PM Watch "Fantasmic" in chaperone groups
9:30 PM Depart for buses in chaperone groups
9:50 PM Depart for the hotel
10:30 PM Arrive at the hotel
11:30 PM Lights out

Sunday, January 16

6:00 AM Wake up
7:00 AM Breakfast at the hotel
8:30 AM Load buses and check out of the hotel
9:15 AM Depart for Epcot
9:45 AM Arrive at Epcot
- Students will receive a $25 Disney Dining Card

9:00 PM Watch "Luminous: The Symphony of Us" in chaperone groups
9:20 PM Exit Epcot in chaperone groups
9:45 PM Board buses for departure to home
10:30 PM Depart for home

Monday, January 17

7:30 PM Arrive at Wadsworth High School

BALDWIN WALLACE UNIVERSITY DEPARTMENT OF EDUCATION AND
Wadsworth City Schools

MEMORANDUM OF UNDERSTANDING
For
Wadsworth City Schools Partnership for Clinical and Field Experience Placement

Rationale

The purpose of this agreement is to establish a collaborative partnership between Baldwin Wallace University, on behalf of its Department of Education, and **Wadsworth City Schools** to enhance the education of students enrolled in **Wadsworth City Schools** and the Baldwin Wallace University Department of Education teacher candidates. To achieve this goal, both partners will combine their knowledge and resources to provide ongoing clinical and field placements for pre-service teacher candidates focused on student learning. Baldwin Wallace University defines "clinical" experience or engagement as classroom-based, authentic experiences that are driven and supported by a college instructor and course; "field" experiences are required classroom experiences ranging from one-day observations to 15-week Student Teaching that provide graduated opportunities for teacher candidates to practice and refine the art of teaching.

The purpose of this partnership between Baldwin Wallace University Department of Education and **Wadsworth City Schools** is to provide a collaborative environment to:

- Promote graduated, authentic learning experiences for teacher candidates through both clinical/course engagement and field experience placement;
- Support student learning in P-12 schools through additional "teaching assistants" who can provide ongoing attention to individual student needs in the classroom;
- Assist P-12 teachers in classroom and small group instruction through the co-planning/co-teaching model;
- Share feedback on P-12 student learning, teacher candidate preparation and in-service teacher needs.

Benefits

1. P-12 students will benefit from the presence of teacher candidates who can provide ongoing attention to individual student needs in the classroom.
2. Teachers will benefit from the assistance of teacher candidates, reducing the student-teacher ratio in the classroom.
3. University and school partners can co-create clinical experiences to meet the needs of P-12 students.
4. Baldwin Wallace University Department of Education teacher candidates will have the opportunity to experience graduated teaching responsibilities within classrooms through coordinated clinical and field experiences in an authentic school environment.

General Roles/Responsibilities/Accountability

The **School District** will:

- Share district/school demographic data;

- Collaborate on characteristics and roles for clinical engagement, including on-site programmatic courses;
- Share district hiring patterns and needs with the potential of recruiting Baldwin Wallace University candidates to meet district teacher needs.
- The district commits that all teacher candidates will be placed with qualified teachers that have been trained (as mandated by the State of Ohio) in the following:
    - Dyslexia Training (ORC 3319.077; HB 436)
    - Science of Reading Training (ORC 3313.6028; HB 33)

The **Site Principal** will:

- Assist with the assignment of teacher candidates to qualified teachers or teams of teachers in consultation with the University Liaison and/or Coordinator of Field Experiences.

The **School Teachers** will:

- Participate in professional development offerings provided by Baldwin Wallace University Department of Education tied to best practices and in areas, such as co-teaching, that support teacher candidate development and implement new practices.
- Accept Baldwin Wallace University teacher candidates and faculty into classrooms for field and clinical experiences;
- Accept teacher candidates completing service learning, assisting with individuals and small groups of students as directed;
- Provide feedback to University Faculty about the performance and progress of teacher candidates and the teacher preparation program;
- Provide on-going formative feedback to teacher candidates regarding performance and professional dispositions.

Baldwin Wallace University Department of Education will:

- Coordinate all field and clinical interactions with site principal and teachers;
- Ensure teacher candidates have the proper credentials, such as background checks, prior to appropriate field/clinical interactions and service-learning projects;
- Provide adequate supervision of candidates in field and clinical experiences;
- Create and implement professional development opportunities that train and support cooperating teachers;
- Work with designated official to co-select highly qualified cooperating teachers who can demonstrate a positive impact on candidate development and P-12 student learning.

Each member of the School Partnership for Clinical and Field Experience as listed above agrees to the potential interactions outlined in the chart below, for *duration of two years. At the end of the school year, an evaluation of each area of interaction will be completed so that the partnership can be continuously improved.* ~~Years 2026-2028~~ 2026-2027 School Year MJ 7/1/26

Teacher Preparation/Classroom
• ***Field Placement*** **– Individual Teacher Candidates**
• ***Clinical Interaction*** **– EDU Class Interactions**
**** Potential placements based on actual enrollment in field courses.***

Fall

Observations:

EDU 101: Introduction to Education and Teaching
EDU 103: Education of Children with Special Needs

Methods/Internship:

EDU 323: Processes & Inquiry in Science/Social Studies in Early Childhood
EDU 330: Assessment and Data-Based Decision Making in Early Childhood Education
EDU 333: Reading Instruction in Early Childhood Education
EDU 334: Diagnostic & Remedial Reading Methods
EDU 337: Mathematics Instruction in Early Childhood Education
EDU 343: Literacy Instruction with Adolescents
EDU 345: Social Studies Instruction in Middle Childhood Education
EDU 346: Science Instruction in Middle Childhood Education
EDU 347: Mathematics Instruction in Middle Childhood
EDU 348: Reading in the Content Area
EDU 351: Special Methods Language Arts
EDU 354: Special Methods Art
EDU 355: Special Methods Social Studies
EDU 375: Internship in AYA
EDU 473: Internship in ECE II
EDU 474: Internship in MCE
EDU 534: Methods in AYA Science Teaching
EDU 556: Internship in MAEd Science Teaching

Student Teaching:

EDU 480: Clinical Practice in Early Childhood
EDU 484: Clinical Practice in Mild/Moderate Educational Needs
EDU 487: Clinical Practice in Adolescent/Young Adult
EDU 491: Clinical Practice in Music Education

Spring

Observations:

EDU 101: Introduction to Education and Teaching
EDU 103: Education of Children with Special Needs

Methods/Internship:

EDU 323: Processes & Inquiry in Science/Social Studies in Early Childhood
EDU 330: Assessment and Data-Based Decision Making in Early Childhood Education
EDU 333: Reading Instruction in Early Childhood Education
EDU 334: Diagnostic & Remedial Reading Methods
EDU 337: Mathematics Instruction in Early Childhood Education
EDU 347: Mathematics Instruction in Middle Childhood
EDU 348: Reading in the Content Area
EDU 349: Literacy Assessment and Remediation for Adolescents

Student Teaching:

EDU 480: Clinical Practice in Early Childhood
EDU 481: Clinical Practice in Middle Childhood
EDU 484: Clinical Practice in Mild/Moderate Educational Needs
EDU 487: Clinical Practice in Adolescent/Young Adult

EDU 490: Clinical Practice in Multi-Age Education EDU 491: Clinical Practice in Music Education EDU 535: Clinical Practice in MAEd Science Teaching EDU 590: Methods with Mild/Moderate Educational Needs EDU 578: Clinical Practice in Mild/Moderate Education
Other •

In addition:

- A formative assessment will be done at the end of the **2026-2028** school year for the purpose of identifying and revising issues needing attention; revisions will be made if necessary, and the determination will be made if the agreement will be renewed for the **2026-2028** school year.

- If one of the two parties chooses to withdraw or fails to follow the tenets outlined in the MOU, the relationship will be terminated by mutual agreement.

- The same protocol currently in place in the Baldwin Wallace University Department of Education for dealing with Field/Clinical Experience issues, as outlined in the Field Experience Handbook, will be used to deal with teacher candidates and cooperating teachers participating in this agreement.

Signatures of Agreement **Date**

Dr. Debra Janas, Chair
Department of Education
Baldwin Wallace University

School District/School Administrator **Date**

_____ _____

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO SECTION 3313.841 O.R.C.

DISTRICT OF RESIDENCE

The **Wadsworth** Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2025-2026 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

SERVICE: Visually Impaired Student Services

Billing periods: Monthly August - June

COSTS: Teacher of the Visually Impaired: $120.00/hour
Rehabilitation Specialist: $60.00/hour
Orientation & Mobility Trainer: $92.00/hour
Braillist: $35.00/hour
Braillist Aide: $19.00/hour

Signature Superintendent of District of Residence — Date

Signature Treasurer of District of Residence — Date

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2025-2026.

[redacted]

Signature Superintendent of Educational Service Center — July 1, 2025

[redacted]

Signature Treasurer of Educational Service Center — July 1, 2025

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Educational Service Center of Northeast Ohio, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* Wadsworth Intermediate School 151 Main St., Wadsworth, OH 44281	**CONTRACT INFORMATION:** Contract For:AIA A133 2019 Cost Plus Fee (GMP) CMR as Constructor Date: April 11, 2022	**CERTIFICATE INFORMATION:** Certificate Number:001 Date: October 08, 2025
OWNER: *(name and address)* Wadsworth City School District 625 Broad St. Wadsworth, OH 44281	**ARCHITECT:** *(name and address)* Holabird & Root, LLC 140 S. Dearborn St. #800 Chicago, IL 60603	**CONTRACTOR:** *(name and address)* Hammond Construction, Inc. 1550 Corporate Woods Pkwy. Uniontown, OH 44685

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Classrooms, Gymnasium, Dining, and Administrative spaces (designated by "Areas A, B, D, E, & F" in the Drawings), and site improvements are deemed substantially complete. The work pertaining to the auditorium (designated 'Area C' in the Drawings) is still in progress and is expected to be substantially complete on or about February 1, 2026.

ARCHITECT *(Signature)*	BY: Eric S. Risinger, AIA | Partner *(Printed name, title, and license number if required)*	*08-01-2025* *Date Of Substantial Completion*

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

- All items within the auditorium (Area C) shall commence at or following substantial completion for that area of the building at a later date as noted above.
- PVC (Soprema) Roof Systems - October 27, 2025
- Projector & Screen at Dining [D120] - November 7, 2025
- Lighting Controls System - November 14, 2025
- Security System - November 14, 2025

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
Reference A/E deficiency logs issued by Holabird & Root, LLC and punch-lists created by Hammond Construction, Inc., and the A/E Holabird & Root, LLC and their consultants, which include Thorson Baker & Associates (Mechanical, Electrical, Plumbing, Fire Protection, Civil, and Technology Engineering) Studio NYL (Structural Engineering), Threshold Acoustics (Acoustical and A/V consulting).

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within One Hundred Twenty(120) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
The Owner shall take responsibility for security, maintenance, heat, utilities, and insurance for all portions of the project site and building except 'Area C' Auditorium until that area is completed (The contractor shall assume these responsibilities for 'Area C' until that portion of the work is substantially complete). Both parties shall endeavor to mitigate damage to the Work in areas deemed

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substantially complete and occupied by the Owner with an understanding that each party shall be responsible to correct damage caused by themselves.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Signature)*	BY: Joe Swantek | Project Manager *(Printed name and title)*	*Date*
OWNER *(Signature)*	BY: Andrew J. Hill, Ed.D | Superintendent *(Printed name and title)*	*Date*

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User Notes: (68e420368d506922b3c7161b)

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Certificate of Substantial Completion

PROJECT: *(name and address)* Wadsworth Intermediate School 151 Main St., Wadsworth, OH 44281	**CONTRACT INFORMATION:** Contract For: Date: 01-27-2026	**CERTIFICATE INFORMATION:** Certificate Number:002 Date: 01-27-2026
OWNER: *(name and address)* Wadsworth City School District 625 Broad St., Wadsworth, OH 44281	**ARCHITECT:** *(name and address)* Holabird & Root, LLC 140 South Dearborn Street, Suite 800 Chicago, IL 60603	**CONTRACTOR:** *(name and address)* Hammond Construction, Inc. 1550 Corporate Woods Pkwy. Uniontown, OH 44685

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
This certificate (#2) applies to the auditorium (designated by "Area C" in the Drawings). All other project scope was deemed substantially complete on August 1, 2025 and as documented by certificate #1.

ARCHITECT *(Signature)*	BY: Eric S. Risinger, AIA | Partner *(Printed name, title, and license number if required)*	*02-01-2026* *Date Of Substantial Completion*

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
Reference Punch Lists authored by Holabird & Root, LLC and consultants Studio NYL (Structural), Thorson Baker Associates (MEPFPIT), Threshold Acoustics (AV), and Schuler Shook (Theater Design Consultants)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within One Hundred Twenty(120) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Signature)*	BY: Joe Swantek | Project Manager *(Printed name and title)*	*Date*
OWNER *(Signature)*	BY: Andrew J. Hill, Ed.D | Superintendent *(Printed name and title)*	*Date*

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Wadsworth Educational Support Professionals Association

Tentative Agreement

February 23, 2026

1. One-year rollover of the collective bargaining agreement. All language, terms, and conditions remain the same.

2. No opening on wages or insurance.

3. Addition of high-deductible health plan option for health insurance. *Please see attachment.

4. One-year extension of all pertinent memorandums of understanding, including job stacking MOU. *Please see attachment.

5. The base salary remains at the amounts listed in the Agreement for the 2025-2026 school year.

6. Step increases are given in the 2026-2027 school year in accordance with the Agreement.

7. The parties will return to the bargaining table in the spring of 2027.

_____ _____

Alex Zelovic Date

_____ _____

Dr. Andrew Hill Date

_____ _____

April Troup Date

_____ _____

Douglas Beeman Date

COLLECTIVE BARGAINING AGREEMENT

Between

WADSWORTH CITY BOARD OF EDUCATION

and the

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

July 1, 2023 - June 30, ~~2026~~2027

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ARTICLE I - PREAMBLE

This Agreement is between the Wadsworth City School District, hereinafter referred to as the "Board," and the Wadsworth Educational Support Personnel Association (WESPA) Ohio Education Association (OEA), National Education Association (NEA), hereinafter referred to as the "Association," sets forth all agreements of the parties, and supersedes all prior written and oral understandings.

ARTICLE II - RECOGNITION

2.01 Recognition

The Board hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code for the bargaining unit defined in Section 2.02A.

2.02 Bargaining Unit

A. The bargaining unit shall include all classified employees currently employed or to be employed by the Board, excluding licensed/certified employees, management level employees, supervisory employees, confidential employees, and employees in any other bargaining unit. In addition, the Secretary to the Director of Student Services position will be removed from the bargaining unit when the position becomes vacant.

B. Hereinafter, employees in the defined unit will be referred to as bargaining unit members or members.

2.03 Full-Time/Part-Time

A. Full-time members shall be those who are contracted to work one thousand two hundred fifty (1,250) hours or more in a work year.

B. Part-time members shall be those who are contracted to work less than one thousand two hundred fifty (1,250) hours in a work year.

C. Any member who was considered full time by virtue of working six (6) hours or more per day and contracting to work a minimum of one hundred eighty-seven (187) days/or more work a year as of June 30, 2003, will continue to be eligible for all benefits provided to full-time members.

2.04 New Classifications

The Board reserves the right to create new classifications and job descriptions for those job classifications. All newly created classifications within any classification series included within the bargaining unit, and which are similar to job classifications then included within the bargaining unit, shall become part of the bargaining unit and shall be covered by and subject to the terms and provisions of this Agreement. The Board shall notify the

Association in writing when a new bargaining unit classification is created. Within ten (10) days of such notice, the Association and the Board will meet and bargain the appropriate rate of pay for any new or changed classification and working conditions. This provision does not apply to managerial, supervisory and confidential positions.

2.05 Supervisory Duties

Members will not discharge, discipline or evaluate other members. However, members whose job description requires direction over other members may be required to provide information about the quality and quantity of work performance. With respect to such other conduct, members may be required to disclose what they observe, but will not be asked to monitor or observe other members' conduct. Further, consistent with job descriptions, members may be assigned to direct the work of other members.

ARTICLE III - PROCEDURES FOR CONDUCTING NEGOTIATIONS

3.01 Notice of Intent To Open Negotiations

A. Either party to this Agreement desiring to negotiate a successor agreement shall notify the other party in writing no sooner than April 1, and no later than April 30 of the year in which this Agreement expires. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the Association President.

B. Within fifteen (15) days after receipt of such notice, an initial meeting will be held at which each party will submit in writing its proposals(s), and thereafter no additional items shall be submitted by either party unless the other party consents thereto.

3.02 Negotiating Teams

A. The Board and the Association shall be represented at all negotiation meetings by a team of not more than six (6) bargaining unit members, a consultant, and the Association President. Neither party shall have control over the selection of the negotiating team members of the other party.

B. While no final agreement shall be executed without the ratification by the Association and the Board, the parties mutually pledge that their negotiators will be clothed with all necessary power and authority to make proposals, and to make concessions in the course of the negotiations that shall be conducted exclusively between said negotiating teams.

3.03 Negotiation Meetings

A. Meetings shall be scheduled at reasonable intervals, places and times as agreed to by both parties. Negotiation meetings shall be scheduled at the request of either party and, until negotiations are concluded, either party may require, at each meeting, decision on the date, time, and place of a subsequent meeting. Individuals negotiating during their normal scheduled hours will be paid for the time missed as a result of

negotiating during normal assigned hours. When unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.

B. All meetings shall be in private sessions and no machine recording shall be allowed.

C. Both parties are obligated to bargain in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

3.04 Caucus

Either party may recess for caucus, the duration of which shall be mutually agreed upon.

3.05 Exchange of Information

Both parties pledge to comply with reasonable requests for readily available information pertinent to the issues at hand.

3.06 Consultants

The parties may call upon consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

3.07 Public Progress Reports

Either party may issue news releases once a mediator is requested.

3.08 Alternative Negotiations

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules, including meeting dates, will be established. The ground rules shall supersede any conflicting provisions under this Article.

3.09 Agreement

If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for ratification and, then, to the Board for its approval. When approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

3.10 Mediation

If the Board and the Association have not reached agreement by July 1 according to the foregoing procedures, either party may request the assistance of a mediator from the

Federal Mediation and Conciliation Service. The mediator shall have the authority to schedule meetings at reasonable times and places as he/she deems appropriate to assist the parties in reaching a settlement.

3.11 Exclusivity of Procedure

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 3.10 of this Article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14(D) (2) of the Ohio Revised Code will apply.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Definitions

A. Grievance Defined

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

2. A grievance shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator/Immediate Supervisor hearing the grievance has authority to make a decision.

B. Days Defined

"Days" when used in this Article shall mean calendar days.

4.02 Rights of the Individual

A. Representation

1. A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by no more than two (2) Association representatives, and/or the OEA and/or OEA legal counsel.

2. Nothing contained herein will be construed as limiting the right of a member having a problem to discuss the matter informally with an appropriate member of the Administration, and to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and state its views. Such resolution of a grievance shall not be considered precedent binding on the Association in future

grievances. Any time a grievance proceeds beyond the first level, it is recommended that a member have a representative present.

B. No Reprisal

The fact that a member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any Board member or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

4.03 Rights of the Association

A. Notice of Decisions

Decisions rendered at each level will be made in writing on the forms hereto attached, setting forth decision(s) and the reason(s) therefore, and will be transmitted promptly to the grievant, the Association President and the Administrator against whom the grievance was filed.

B. Class Action Grievance

A grievance seeking specific relief for more than one (1) member may be filed by the Association on behalf of all affected members. The identity of those individual members allegedly affected will be disclosed to the administration no later than Level III.

C. Withdrawal of Support

Before the grievance is taken to the next level, the Association has the option of withdrawing its support. However, the grievant may continue to process the grievance through Level III, provided the procedural steps outlined in this Agreement are followed.

4.04 Time Limits

A. Maximum Limits

The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by agreement of the parties.

B. Date of Formal Filing

If a written grievance (Level II) is not filed within thirty (30) days after the act or condition(s) giving rise to the grievance is known, the grievance shall be considered waived.

C. Failure to Appeal

If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that level and further appeal shall be barred.

D. Failure of Administrator to Respond

Failure at any level of an Administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

E. Recess Period

1. In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits based on calendar days until resolution of such grievance.

2. The Association President and the Superintendent may mutually agree to extend any or all steps to a time certain. If the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to such extension.

3. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring Recess, further attempts at resolution shall be postponed until the return to school following the Recess. However, the Association President and the Superintendent or, if the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to process the grievance during the Recess. The parties shall so agree when irreparable injury would result from a postponement.

4.05 Hearings

A. Time of Hearings

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Grievance hearings shall be scheduled to avoid disruptions to the grievant and Association Representatives' workday. Grievance hearings held that conflict with a member's workday will not be charged to Association Leave.

B. Structure of Hearings

All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded the parties. Each hearing shall have provision for: initial presentation by the grievant's case, presentation by the Administration of the Administration's case, cross-examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any and all of the foregoing.

4.06 Procedural Steps

A. Level I (Initial Discussion)

If a member believes there is a basis for a grievance, he/she must first discuss the matter with his/her Principal or Immediate Supervisor in an effort to resolve the problem. During the meeting, the member will advise the Immediate Supervisor that the discussion is intended to be a Level I grievance meeting.

B. Level II (Superintendent's Designee)

1. If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her Principal or Immediate Supervisor within thirty (30) days as prescribed in Section 4.04 (B), above, he/she may begin the procedure by submitting the written grievance on the form attached hereto, (Appendix A-1), to the Superintendent's Designee with a copy to the Association President.

2. Within seven (7) days of receipt of the form, the Superintendent's Designee shall render a written decision (Appendix A-2). The decision reached at this time will be recorded in Level II of the Grievance Report Form (Appendix A-2) and a copy will be sent to the grievant and the Association President.

C. Level III (Superintendent)

1. If the grievant is not satisfied with the results of Level II, he/she may, within seven (7) days of receipt of the Level II decision, continue the procedure by submitting the written grievance to the Superintendent/designee with a copy to the Association President.

2. Within fourteen (14) days of receipt of the form, the Superintendent/designee shall render a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form (Appendix A-2) and a copy will be sent to the grievant and the Association President.

D. Level IV (Arbitration)

1. If the grievant is not satisfied with the Level III decision, the Association ONLY, acting on the grievant's request, may demand a hearing by an arbitrator by filing a written demand for arbitration with the Treasurer not later than fourteen (14) days after receipt of the Level III decision.

2. Within seven (7) days of the filing of the arbitration demand, the Board and the Association shall either select an arbitrator by mutual agreement or the Association will petition the American Arbitration Association (AAA) to provide a list of names from which an arbitrator shall be selected. The fees of the AAA, the cost of the arbitrator, and cancellation fees, shall be shared equally by the Board and the Association.

3. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement, and the arbitrator is prohibited from making a decision contrary to law as determined by a Court of competent jurisdiction. The Voluntary Labor Arbitration Rules of the AAA shall govern the arbitration process.

ARTICLE V - ASSOCIATION RIGHTS

5.01 Dues Deductions

The Board agrees to deduct from the wages of any member, the dues initiation fees and assessments of the Association, upon presentation of a written deduction authorization from a member. All monies deducted for such purposes shall be paid promptly to the Association.

A. Deductions will be made in as nearly equal pay-period installments as possible during the school year and in an amount determined by the Association. Deductions shall begin with the first pay period in October.

B. The Board, on a monthly basis, shall transmit to the Association a single check in the amount of all dues so deducted.

C. Dues deduction authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Board Treasurer with a copy to the Association President between August 1 and August 31.

D. In the event a member severs employment, the treasurer shall deduct all owed and remaining dues from that member's last paycheck.

E. The Association on or before September 30 shall transmit to the Treasurer a list of members and their dues deduction.

5.02 Association Leave

The Association shall be granted up to one hundred seventy-five (175) hours paid leave per year for Association activities. Such leave may be used in quarter (1/4) hour increments or more. Leave for arbitrations for bargaining members not subpoenaed will be deducted from the above hours. Notice of intent to use such Association leave shall be provided by the member by completing and delivering to his/her immediate supervisor the prescribed form at least five (5) days in advance of the anticipated absence. If circumstances make advance notice unusually difficult, the member shall notify his/her immediate supervisor of the intent to use Association leave as soon as practicable. (See Leave Form) The leave may be denied if more than ten (10%) of a classification series would be absent. In any classification series with twenty (20) employees or less, no more than two (2) employees may be on Association leave at one time.

5.03 Right to Conduct Association Business

Upon notification to the member's supervisor, Association representatives (President, Vice President, Treasurer, Secretary, Building/Classification Representative or designee) may conduct Association business with other members at the employee's job site for reasonable periods of time (e.g., representing a member in disciplinary setting) and at reasonable frequencies, so long as it does not interfere with school operations or any member's job duties. Association leave will not be used for this purpose. Members may not leave their job site to conduct Association business outside of negotiations or approved leave. The Superintendent shall be provided with a current list of building representatives on or before October 1.

5.04 Right to Information

The Association President will be sent one (1) electronic copy of the Board of Education's agendas and any such related attachments, such as the minutes and documents relating to members distributed at official Board meetings. These documents will be sent simultaneously with the distribution to the Board of Education.

5.05 Right to Use School Building and Facilities

Upon request to the building administrator, the Association shall have the privilege of using school buildings and facilities for lawful professional purposes on days school is in session. However, the Association shall not use school buildings, facilities or equipment at times or in a manner which would interfere with educational or other scheduled activities. Bargaining unit members working at the time of the meeting may attend the meeting with the following conditions: The building is not left unattended with a non-paid employee; and all missed paid time will be made up by adjusting his/her lunch or applying missed paid time to the end of the shift.

5.06 Labor Management Committee (LMC)

A. The purpose of the Labor-Management Committee is to foster communication on all matters of concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The Committee shall be FMCS trained, consisting of no more than one bargaining unit member from each department, appointed by the Association President and three (3) members from the administration, unless the parties mutually agree that additional representatives may attend a specified session.

B. The meetings of the LMC are intended to be informal in nature in order to maintain an atmosphere of free exchange of ideas and concerns. The minutes of meetings shall be approved by the Superintendent and Association President prior to publication.

C. There shall be regular monthly scheduled meetings of the LMC. In addition, either party may request that the LMC meet to discuss matters of imminent concern. The LMC shall not reach consensus on issues unless the Superintendent and Association President are in attendance.

D. The LMC does not replace the grievance process.

5.07 Copies of the Agreement

The Board will provide each new member a copy of the Agreement and the applicable job description. The Board will provide the Association with a list of the names and addresses of newly hired members no later than two (2) weeks prior to the start of the school year and/or at other times when new members are hired.

5.08 Political Contributions

A. Upon written authorization of the member, the Board shall deduct from said member's wages the prescribed amount of five dollars ($5.00) or more as that member's contribution to the political organization of his/her choice. For OEA's Ohio Fund for Children and Public Education (OFCPE), the amount per deduction may be any even dollar amount of at least one dollar ($1.00).

B. The authorization may be revocable by written notice upon the will of the member.

C. Money so collected shall be immediately forwarded by the Treasurer to the proper political organization along with the name(s) of the member(s) making the contribution.

ARTICLE VI - PAY PROCEDURE

6.01 Salary Placement

A. Each member shall be placed in the proper place on the appropriated schedule according to his/her classification and experience as provided in Appendix B.

6.02 Overtime

A. When any member is required by the Administration to work more than forty (40) hours (including time for approved vacation, sick leave, personal leave, calamity day and paid holidays) in the same job classification in any week, he/she shall be compensated for such time over forty (40) hours at one and one-half (1-1/2) times his/her base rate of pay. The only exception is for employees required to work on calamity days; they will receive pay as detailed in Section 6.09 of this *Collective Bargaining Agreement*.

B. All but emergency overtime must be approved in advance by the supervisory personnel or administration. Custodial overtime known in advance in CIS, WMS, and HS will be posted at least five (5) days in advance. Members must confirm

acceptance of overtime within twenty-four (24) hours of posting. Once awarded, hours will be calculated for refusal or acceptance of the job assignment. At the start of the school year, rotation will begin with the most senior custodian; then rotation will be determined thereafter by the least amount of hours. Once awarded or assigned and subsequently cancelled by the member, or no custodian within the building accepts the overtime, the administration is free to fill the assignment without regard to Article 6.05.

C. Overtime hours should be recorded on the regular time sheet and will be included in the check for that pay period. Overtime pay will be indicated separately on pay stubs.

D. It is the responsibility of each member to submit overtime forms weekly showing job performed and time involved to their immediate supervisor for approval and transmittal to the Treasurer's office.

6.03 Minimum Call In/Scheduled Time

Each time a member reports for work, he/she shall be guaranteed and expected to work (if such work is provided) at least two (2) hours work with pay at the appropriate rate as dictated by this Agreement or law. Notwithstanding the above, any member who is hired as a crossing guard will be guaranteed and expected to work at least two (2) hours per day (as opposed to two (2) hours each time the member reports to work).

6.04 Temporary Assignments

A. When a member, other than a full-time custodian and food service member, is scheduled to be absent more than five (5) consecutive work days, the Board will first offer the absent member's position, according to District seniority within the classification, to a qualified regular part-time member, who will increase his/her work hours as a result of the move, within the building first, on a rotating basis. If no member within the building accepts the temporary assignment, the administration may then offer the temporary assignment, according to District seniority within the classification, to members outside the building, who will increase his/her work hours as a result of the move, on a rotating basis. An outside substitute will fill the vacancy resulting from a member's substituting for the bargaining unit member (only one (1) replacement will occur, once a member accepts the temporary position, the substitute will fill his/her regular position).

B. When a full-time custodian is scheduled to be absent more than five (5) consecutive work days, the Board will offer the absent member's position to custodians within the building who have asked to be placed on the substitute rotation list. The list will reflect the member's interest in substitutions within the building and in other buildings. The Board will assign the substitution on a rotating basis, beginning with the most senior full-time custodian. If no custodian within the building is available, the Board will assign the substitution to a qualified custodian from another building who is on the rotation list. An outside substitute will fill the vacancy resulting from a member's substituting for the full time custodian. If the full-time custodian

substitution is not be filled within two (2) full work days of the scheduled absence, an outside substitute will be used.

C. In absences less than five (5) work days, when the supervisor of a first shift full-time custodian is notified of the employee's absence in advance, he/she will do his/her best to offer the position to a second shift custodian in the same building who is on the rotating list referenced in 6.04 B.

D. If a regular member is substituting in a position of a higher classification than his/her regular position for three (3) or more consecutive days, he/she shall be paid at the first step of the higher classification or the next step beyond the first step that would result in a pay increase, retroactive to the first day of substitution in that position. The member will also assume the work schedule of the position in which he/she is substituting and be capable of assuming all essential duties of that position. If the member is asked to perform all essential duties of the higher classification, the member will receive the higher compensation on the first day of the substitution. The member shall note each day on the time sheet for whom he/she substituted.

E. If a member's regular rate is lower than the substitute rate for the higher classification, the member will get that substitute rate for the first two (2) days.

F. Where a member voluntarily substitutes in a lower classification or lesser paid position (which requires the member to place his/her name on the substitute list), that member will be paid in accordance with the substitute pay rate for that classification.

6.05 Assign of Extra Time/Overtime

Extra time/overtime occurs when a task normally performed by the member cannot be completed during regular work hours. Extra time within a building shall be offered first to the person in the classification normally filling such an assignment. If the person normally filling such an assignment is not available, extra time will be offered to those possessing the necessary skills and experience required for that assignment starting with the most senior employee in that classification within the affected buildings and then distributed on a rotating basis to those in the classification in the building and then throughout the District. If no member in the classification chooses to accept the extra time/overtime, then a member in a different classification may accept the extra time/overtime at his/~~/~~her regular wage or the substitute wage, whichever is higher, provided the proper permit/certification is held by the member. If a member holds more than one (1) bargaining unit position and the member is awarded extra time/overtime outside of the member's current job classifications, the member will be paid at either a blended rate of the member's current job wages or the substitute wage, whichever is higher.

6.06 Increments

Increments will be made annually provided the member has been paid one hundred twenty (120) or more days in the previous year in a bargaining unit position or to a member whose bargaining unit position is scheduled for less than one hundred twenty (120) days per year.

Such increments will be made a step at a time for all members below the maximum rate of pay for the job classification being performed. Required changes in increments will become effective the first regular pay period after July 1. When a member moves to a new job at a higher range, he/she will receive up to five (5) years of service credit or the next highest step that will give him/her an increase in pay. When a member moves to a new job at a lower pay range, he/she will receive credit towards placement on the applicable salary schedule for all years worked in the classification series.

6.07 Shift Premium

When over fifty (50) percent of any member's regular shift involves time worked between the hours of 11:00 p.m. and 7:00 a.m., the member shall be paid a bonus of fifty cents (50¢) per hour for all straight time on that shift.

6.08 Paychecks

A. Paychecks will be biweekly on Friday, during the term of employment. In addition, members may elect to receive his/her wages in twenty-six (26) bi-weekly, substantially equal pays. Where an employee changes days, or classifications, the twenty-six (26) pays will stop on that job. The member may elect to receive their new pay as a result of the change in, and the new days or classification spread over the remaining pays or be paid by straight hours worked. Paychecks will be delivered to the building at which employed unless the member requests that the check be deposited in his/her account. In order to facilitate payroll procedures, pay will be ten (10) days in arrears. All members who began employment on or after July 1, 2003 will be paid via direct deposit into the account in the financial institution of the member's choice.

B. From November 2014 forward, for payroll purposes only, the work week shall start Wednesday at 12 a.m. and shall end the following Tuesday at 11:59 p.m.

6.09 Calamity Days

A. Members who work two hundred and twenty (220) days or less must report to work when the school or department to which they are assigned is closed due to some emergency if requested by their district supervisor. Personnel required to work during this type of situation will be paid one calamity day in addition to their regular pay for each hour actually worked for the first five (5) calamity days only during a given school year. Personnel not specifically requested to work are not to work when the school or department to which they are assigned is closed due to some emergency; these members will be paid for a maximum of five (5) calamity days each school year.

B. Members eligible for "Calamity Day" pay will be paid in the pay period during which the calamity day occurs.

C. Unless notified otherwise by Supervisory personnel or administration, members who are contracted to work in excess of two hundred and twenty (220) days are expected

to report to work when the school(s) in which they are employed are closed owing to an epidemic or other public calamity. Members required to work on these days are expected to make every reasonable effort to be present to assist with routine tasks necessary to cope with the emergency and shall be paid one (1) calamity day in addition to their regular pay for each hour actually worked, up to five (5) calamity days during a given school year. Any calamity days in excess of five (5) days will be paid at straight time.

D. Members who work in excess of two hundred and twenty (220) days shall be paid for regular time lost if said epidemic or calamity prevents them from reporting, or causes them to be late.

E. Due to existing conditions, temporary job assignments for members who work in excess of two hundred and twenty (220) days may have to be made and accepted for which the member will be paid his/her regular rate of pay.

F. If a member is dismissed on a calamity day and then is called back to work, he/she will be paid a minimum of two (2) hours at time and a half.

6.10 Holidays

A. Any member who is required to work on the day observed as a holiday shall receive time and one half (1-1/2) for all hours worked in addition to pay for the holiday.

B. Holidays granted and paid are as follows:

- New Year's Day;
- Martin Luther King Day;
- Memorial Day;
- Fourth of July (for two hundred sixty (260) day members);
- Labor Day;
- Thanksgiving;
- The day after Thanksgiving;
- Christmas Day;
- Good Friday also shall be a paid holiday in years when school is not in session on that day;
- Members assigned to work two hundred sixty (260) days or more will receive as holidays Christmas Eve and New Year's Eve days; and

- Members whose regular job calendar requires them to work eleven (11) or twelve (12) months receive Juneteenth as a paid holiday. WESPA members who work less than eleven (11) months and who are scheduled to work on Juneteenth or the observance of Juneteenth as part of their regular job calendar (not because of extra work opportunities) will also receive Juneteenth as a paid holiday.

C. In order to qualify for the holiday pay, a member must be either working his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday, or be properly excused. Members on unpaid leave shall not be eligible for holiday pay.

D. When a member is filling in for a regularly scheduled position (for someone on vacation or for a posted, but not filled position) and is scheduled to work the day before and after a holiday, he/she shall be paid for the holiday.

E. In the event a holiday falls on Saturday, Friday will be the paid holiday. If it falls on Sunday, then, Monday will be the paid holiday. For a "floating" member, if the holiday falls on a day when the member is not scheduled to work, the "holiday" will be mutually agreed to between the member and the supervisor.

6.11 Vacations

A. Members assigned to at least two hundred sixty (260) days of work per year (excluding paid holidays) will be granted paid vacations as follows:

11 days	less than nine years
16 days	nine years, less than fourteen years
21 days	fourteen years, less than twenty years
26 days	twenty years, less than twenty-five years
27 days	twenty-five years and over

For purposes of vacation accrual, the passage of each July 1 defines one year. (Members who have accrued vacation as of August 30, 2003 shall maintain said accrual and suffer no loss of vacation days.)

B. Vacation will be awarded (prior to accrual) on July 1 of each year for the year to be worked. In the event the member terminates employment during the contract year the members vacation balance will be prorated based on the number of months worked during the contract year (example: member works July - December and therefore worked 50% of their contract, is eligible for 16 days of vacation will receive an 8 day vacation accrual). The Administration will adjust final compensation if the member has used more vacation than was earned. A member hired during the middle of a contract year will have their vacation accrual for the first year prorated based on the number of months worked during their first contract year.

C. Vacation may be taken at times requested by the member and recommended by the supervisor, will be approved by the Superintendent's Designee. Email requests must

be submitted three (3) workdays in advance to the member's immediate supervisor, except: (1) this requirement can be waived by the administration and (2) up to five (5) uses of vacation can be taken with one (1) workday's email notice to the member's immediate supervisor. Any email notice will also require submission of the vacation leave form at the time the request is made.

D. Members entitled to twenty (20) or more days of vacation must take five (5) of these days during the school term when pupils are not in session instead of summer.

E. A maximum of ten (10) days of unused vacation will be carried forward to the next year.

F. Vacation requests for school breaks (Winter and Spring) must be submitted at least five (5) days in advance unless waived by the Administration.

G. When a member moves from a position that does not qualify for vacation to a vacation qualifying position, placement on the vacation schedule will be determined by the following formula:

(Total years in a nine month position) times (.75) example:

13 years as nine month member moving to a twelve month position (13) x (.75) = 9.75 twelve month years; therefore, the member receives sixteen (16) prorated days of vacation.

(Total years in a ten and one-half month [218 days] position) times (.85) example:

13 years as a ten and one-half month (218 days) member moving to a twelve-month position (13) x (.85) = 11.05 twelve-month years; therefore, the member receives sixteen (16) prorated days of vacation and after three (3) years in the twelve month position, the member would be entitled to twenty-one (21) days of vacation.

6.12 Mileage Reimbursement

A bargaining unit member who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel if the following conditions are met:

a. One week prior to use, members will provide their supervisor with an estimated amount of miles for the year.

b. Members must submit mileage reimbursement on an approved "Mileage Reimbursement Form" by the 25th of each month to their supervisor for reimbursement from the previous month.

c. Examples may include but are not limited to: a member who is assigned to more than one (1) school per day or attending mandatory training meetings that involve

considerable distances. Rate of compensation is approved IRS rate. Members with more than one (1) position with the Board do not receive mileage to travel between positions.

6.13 Required Meetings

Required meetings are considered work time.

6.14 Severance Pay

A. A member shall receive severance pay upon quitting his/her employment in the District and/or retiring from active service providing he/she; (1) is approved for retirement benefits by the School Employees Retirement System (SERS), or (2) is at least fifty (50) years old and has worked at least ten (10) full years in the District, or (3) has fifteen (15) or more years' service credit with the SERS and at least ten (10) full years of employment in the District.

B. A qualifying member shall receive severance pay equal to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days of his/her accumulated and unused sick leave. If a qualifying member who does not have sufficient sick leave to qualify for maximum severance resigns or retires after fifteen (15) or more years employment in the district, then the severance pay to which he/she is entitled shall be supplemented by one day's pay for each year of employment in the district, provided that the total severance pay shall not exceed the eighty (80) day cap.

C. The payment shall be based on average hours assigned for the last three (3) years of employment. Hours will be based on last three (3) wage notices issued by June 30th of each year. Wages will be based on final wage rate at the time of retirement.

D. The payment will be made in one lump sum within ninety (90) calendar days of the last work day with the District. Alternatively, at the request of the member, payment may be delayed until the calendar year following retirement, providing the member takes full responsibility for taxes.

6.15 Degree Status

A member who previously attained or who attains an associate or higher degree from an Accredited College or University and administration determines the degree is relevant or helpful for the member's job description, shall be paid fifty (50) cents per hour in addition to his hourly rate. The Member who acquires the degree that will provide the premium wage must provide documentation in the form of official transcripts by Sept 30 to the Superintendent in order to effect the change in pay for that fiscal year. In making this determination, the administration shall not act arbitrarily or capriciously.

6.16 Electronic Time Clock

The Board and the Association will form a Committee that will examine different options that will allow for the implementation of an electronic system to replace the current paper

time sheet system. The options examined must be compatible with the state of Ohio software system used in the Treasurer's Office. The option selected by the Committee will be recommended to the Board of Education for purchase and implementation. During the first year of implementation, the Committee will meet as often as requested by either the Board or the Association to work through implementation issues.

ARTICLE VII - GROUP INSURANCE

7.01 General Provisions

A. Right to Insurance Benefits

In addition to the salary and other payments provided, the compensation of a full time member (as defined in Section 2.03) shall include the insurance benefits provided herein. Any member who was eligible for and receiving insurance benefits as of June 30, 2003 will continue to be eligible for and receive benefits.

Notwithstanding the above, any bus driver or vehicle driver who is driving a mid-day run (mid-day is defined as occurring after the regular a.m. run and before the regular p.m. run) and who is scheduled to work at least 6 hours per day as a bus driver and/or vehicle driver will also be eligible for and receive benefits. If the driver is scheduled to work at least six (6) hours per day Monday through Thursday, the driver is considered eligible for benefits because there is no mid-day run on Friday.

B. Copy of Certificate of Insurance

1. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.

2. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within two (2) months after they are received by the Board.

C. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverage(s) or carriers are made, a member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to the member within sixty (60) days of the amendment and/or changes.

2. A member hired during the term of this Agreement shall, at the time of hire, receive a written description of all insurance coverage(s) in effect at that time.

D. Distribution of Insurance Cards

Each member shall be issued a current insurance card.

7.02 Preferred Provider Organization (PPO)

A. Method of Payment/Insurance Premium Share

Members shall pay a portion of the monthly premium according to the following schedule:

The employee shall pay nine percent (9%) of the monthly premium for single premium, not to exceed seventy five dollars ($75.00), and six percent (6%) for a family premium, not to exceed one hundred fifteen dollars ($115.00). If the premium increase exceeds twenty percent (20%), then the Insurance Committee will convene to discuss ways to control costs.

B. Specifications

See Appendix H for schedule of covered benefits, including prescription drug benefits and explanatory notes.

C. Wellness Rider

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

1. An annual voluntary onsite biometric screening or physician-directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician-directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:
   - Non-smoker or participation in a smoking cessation program
   - Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
   - Body Mass Index (BMI)
   - Blood Pressure (BP)

2. Effective January 1, 2018 all WESPA members and any new members hired subsequent to January 1, 2017 who voluntarily participated in the previous fall biometric screening or physician-directed preventive exam earn health credits applicable to the following calendar year. The value of health credits in the following calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician-directed preventive exam. Single enrollees shall earn a credit of $100 to be applied to a

Health Reimbursement Account (HRA) on a calendar year basis. Family enrollees shall earn a health credit of $200 to be applied to a Health Reimbursement Account (HRA) on a calendar year basis. Employer contributions to the HRA will expire at the end of the calendar year for which they are earned if they are not used.

3. Effective January 1, 2019, employees who voluntarily participated in the 2018 onsite biometric screening or physician-directed preventive exam will have the opportunity to earn HRA credits. The value of HRA credits in the 2019 calendar year will be based on four key biometric components. Each component shall be equal to a credit value of $25 for single enrollees or $50 for family enrollees. In no event will the total value of credits exceed $100 for a single enrollee or $200 for a family enrollee. HRA credits are non-transferable and are only valid against allowable medical expenses incurred and applicable during the 2019 calendar year.

   Beginning in 2019 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis:

   - Participation in the immediately preceding period's onsite biometrics initiative or physician-directed preventive exam.
   - Employee certification of being a non-smoker or successful completion of a physician-directed smoking cessation program during the year shall be worth $25/single or $50/family.
   - Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 250, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
   - Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should be employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
   - Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related

medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.

4. For each year after 2018, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician-directed preventive exam will have the opportunity to earn health credits for the following calendar year.

7.03 Term Life Insurance

A. Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of $50,000 for each regular, full-time member (as defined in 7.01(A)) now or hereinafter employed.

B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

C. Right to Purchase Additional Coverage

The Board shall allow an eligible member to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be $50,000 or $100,000, at the option of the member. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

7.04 Dental Insurance

A. Right to Coverage

Except as specified in Section 7.01A, above, the Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage which meets the specifications set forth in this section for each member, now or hereinafter employed, and his/her family. The Board shall maintain the current Usual and Customary Rate (UCR) percentile for services out of the PPO network.

B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

C. Right to Change Coverage Status

A member of the may change the coverage status (Single or Family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

D. Specifications of Coverage

Listed in APPENDIX I

7.05 Grandfather Provision

Current bargaining unit members who are eligible for and receiving benefits as of June 30, 2003, will continue to be included under the same terms as they are currently included. Should their hours be reduced below thirty (30) hours per week, the continuance of coverage will be capped at the Board's premium level at the time of the reduction in hours. Future entrants into the plan must meet the criterion in paragraph 7.01(A) above. If a member is given an additional job in the same classification qualifying the member for benefits and the additional hours are later eliminated, impacting eligibility, the member will be given the option to pay the premium for continued coverage for the balance of the school year. The premium payment will be effective the 1st day of the next month following the reduction in hours.

7.06 Right to Purchase

If a less than full-time member who, as of June 30, 2003 opted to join the group insurance plan and pay the total premium, he/she may continue to do so. Otherwise, any member who is not eligible for coverage under 7.01(A) above will not have the option to purchase coverage.

7.07 Insurance Committee

The Superintendent will establish a long-range insurance committee consisting of an equal number of representatives from the WESPA, WEA, and the administration. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs additions/modifications and providing timely information for the negotiations process. The committee will submit agenda items. No change in the insurance program shall occur except through the negotiations procedure as provided for in Article III or under ORC 4117.

ARTICLE VIII - LEAVE PROVISIONS

8.01 Sick Leave

A. Members shall accrue sick leave at (1 1/4) times the average scheduled hours worked per week divided by five (5). Sick leave shall be charged as it is used in minimum increments of one quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. Members in the transportation series will be charged leave to the minute used, not in one quarter (1/4) hour increments. The State mandated accumulation of fifteen (15) days per year remains in effect. A member shall receive

notification of his/her accumulated sick leave with each pay. A member who has not yet accumulated sufficient sick leave or who has exhausted sick leave and personal leave shall be credited up to five days of sick leave.

B. Use of sick leave shall be according to Statute which currently states that members may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other members, and to illness, injury or death in the member's immediate family. Sick leave may also be used as follows: (1) for pregnancy as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or child birth will not exceed six weeks from date of delivery; (2) for care of a spouse with a newborn baby up to a maximum of five days. If a member requires more than five days, he/she will provide written documentation to the Superintendent and (3) for the death of an aunt or uncle up to a maximum of two days. Babysitting for the member's children or grandchildren is an inappropriate use of sick leave. When the administration suspects an abuse in the use of sick leave and providing the administration notifies the member and Association President of this fact, the administration has the right to require an affidavit from a physician to verify the use of sick leave. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.

C. Any member whose job requires the operation of machinery or motor vehicle and who is on prescription medication that might impact the member's ability to perform those functions must immediately inform his/her supervisor and provide a physician's statement verifying the member's fitness to operate such machinery or motor vehicle.

D. The local definition of "immediate family" is:

Spouse of member
Children or grandchildren of member or his/her spouse
Parents and stepparents of member and member's spouse
Brothers and sisters of member and member's spouse
Grandparents of member and member's spouse
Son-in-law and daughter-in-law of member or of his/her spouse
In the event of death, "immediate family" also includes aunts and uncles.
Any person in loco of the above (e.g., anyone residing in the same home with the member or any relative who clearly stands in the same relationship with the member as any of those so specified). A member must provide a written description of the facts on the District absence report form supporting the in loco situation.

E. Members shall not be charged sick leave when school is not in session or when the member is not required to report to work.

F. Sick Leave Pool

1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from members.

2. Each year, no later than October 31, each member who has a minimum of ten (10) accumulated sick days may donate one (1) day per year to the Sick Leave Pool by completing the Sick Leave Donation Form (Appendix D-1) and sending this form to the Association President.

3. Donations to the Sick Leave Pool will not be required for continued participation of a WESPA member until the pool balance falls below a value of fifteen thousand dollars ($15,000.00). The Treasurer's Office will notify the Association president when the pool balance falls below a value of $15,500.00.

4. Once a member donates sick leave and Appendix D-1 is forwarded to the Board through the Association President, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the member who donated the sick leave and placed into the Sick Leave Pool.

5. A member may use the Sick Leave Pool if he/she has met all the following criteria:

    a. All of his/her sick leave accumulation has been exhausted.

    b. His/her absence is due to a life threatening illness or catastrophic injury, any of which must be certified by a doctor of the member.

    c. His/her life threatening illness or catastrophic injury has disabled the individual from performing normal job duties for at least ten (10) consecutive workdays and the condition is anticipated to continue fifty (50) continuous workdays from the date of the qualifying condition. Written medical verification of the above shall be required by a licensed medical doctor.

    d. The member has completed the Application to Use Sick Leave Pool (Appendix D-3).

    e. The member has applied for, or will apply within thirty (30) days from the start of the Sick Leave Pool benefits, for SERS disability or private disability retirement where the medical prognosis is that the member will not return to work within a reasonably short time (normally within sixty (60) working days). The Board will provide assistance to the member in preparing the disability retirement application, when requested.

    f. The member has:

        - contributed to the sick leave pool in that same year; or

- contributed to the sick leave pool in the most current year the member was required to in order to be eligible for the sick leave pool but is not required to in the current year because the pool balance is at least $15,000; or

- The member has contributed to the Sick Leave Pool in past years but is not able to donate at the time the pool balance falls below a value of $15,000.00 because he/she does not have enough available sick leave to meet the requirements identified in 8.01F2; or

- The member is in his/her first or second year of employment and does not have enough available sick leave to meet the requirements identified in 8.01F2.

6. The Association President will review each new application and determine the eligibility of the applicant consistent with the criteria contained in Paragraph 4 above. The application of any member who meets the criteria will be forwarded to the Superintendent for verification and processing. (Appendix D-4)

7. In the case of a member who has been approved to participate in the Sick Leave Pool, days shall be granted in ten (10) day increments up to fifty (50) days. Unused days shall be returned to the Sick Leave Pool. Upon mutual agreement of the Board and the Union, if the Sick Leave Pool falls below a value of fifteen thousand dollars ($15,000.00), a time period in addition to the yearly September donation time period can be established in order to ask members to donate sick leave days to the Sick Leave Pool by using Appendix D-2.

8. Days will be donated and issued based on the per diem at the time of the donation or issuance of the sick leave.

9. The maximum number of Sick Leave Pool days that may be claimed by any one (1) member is fifty (50) days for each separate and distinct life threatening illness or catastrophic injury as certified by a doctor of the member.

10. When a member is approved for SERS disability retirement or for private disability insurance benefits during the fifty (50) day Sick Leave Pool period, he/she must immediately utilize such benefits, and Sick Leave Pool benefits shall cease.

8.02 Personal Leave

A. Right to Leave

All members shall be eligible for three (3) days of paid non-cumulative Unrestricted Personal Leave per school year (July 1 - June 30).

B. Notice of Intent to Use Personal Leave

Notice of intent to use Personal Leave shall be provided by the member to his/her immediate supervisor on the prescribed form at least five (5) days in advance of the anticipated absence. If circumstances make advanced notice impossible, notice shall be given to the immediate supervisor as soon as practicable.

C. Purpose of Leave

It is the intent of this Section to provide a member with a means of dealing with personal matters that cannot be handled except during work hours. (Classified Staff Absence Request Form, Appendix G).

D. Personal Leave

It is understood that a member will not use Personal Leave:

1. the first or last week of school;

2. two (2) days before the first student day of school;

3. the day before or after a paid holiday; extended weekend or unpaid break;

4. to extend a vacation; and/or

5. to perform or seek other employment.

6. Not more than ten percent (10%) of the classification within one (1) building or one (1) bargaining unit member (whichever is greater), or not more than ten percent (10%) of the bargaining unit members in a classification not tied to a building, of those entitled to personal leave may take it on any one day, and leave may be denied if necessary to insure sufficient members are available to work in a classification.

(Note: With the approval of the Superintendent, an exception may be made to paragraphs 1 through 6 above. The bargaining unit member must provide documentation to the Superintendent for consideration.)

E. Any unused personal leave hours at the end of the contract year (June 30) will be paid at the employee's per diem rate or will convert to sick leave. If a member wishes to convert his/her personal leave hours to sick leave, he/she must notify the Treasurer's Office by May 15.

F. Increments

Personal leave may be taken in minimum increments of one-quarter (1/4) hours. Members in the transportation series will be charged leave to the minute used, not in one-quarter (1/4) hour increments.

G. Requests

Members requesting personal leave shall be required to complete the Notification of Personal Leave Use Form. (Appendix G). A member utilizing Unrestricted Personal Leave is subjected to the restrictions in Subsections B and D in this section (above).

H. A member who abuses personal leave will be subject to discipline, up to and including termination consistent with Ohio Revised Code 3319.

I. Members who begin working after August 1 will have personal leave hours prorated to the remainder of the year. For example, if a member is hired in March on a 220-day, 8-hour assignment which ends June 30, the member has 75 of 220 days left to work, i.e., 34 percent. 34 percent of 24 hours of personal leave is 8 hours.

J. Members who resign before June 30 will have their personal leave hours prorated from the beginning of the year. For example, if a member resigns in March on a two hundred twenty (220) day, eight (8) hour assignment which ends June 30, the member has worked one hundred forty-five (145) of two hundred twenty (220) days, i.e. sixty-six percent (66%). The member is permitted sixteen (16) hours of personal leave. The Administration will adjust final compensation if the member has used more than sixteen (16) hours of personal leave.

K. Members holding two less than full-time jobs may not use personal leave beyond the hours required for each individual job.

L. Members shall not be charged personal leave when school is not in session or when the member is not required to report to work.

8.03 Unpaid Leave

A. Unpaid Leave – Short Term

Unpaid leave of up to ten (10) days at one time may be granted, in writing, by the Superintendent or his designee upon prior written request to the Superintendent or his designee by the member. In emergency cases, verbal requests and approval shall be reported, in writing, by the supervisor or administrator granting the request.

B. Unpaid Leave – Long Term

Upon the written request of a member, the Board may grant Unpaid Leaves up to two (2) years in length.

8.04 Paid Adoption Leave

A. Adoptions in the United States

A member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken

after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

B. Adoptions Outside the United States

If a child outside of the United States is adopted, a member will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed thirty (30) days.

C. Members shall not be charged adoption leave when school is not in session or when the member is not required to report to work.

8.05 Unpaid Child Care Leave

A. Length of Leave

A member shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid child care leave and the absence (if any) charged to sick leave under Sections 8.01 and 8.04 shall not exceed twenty-four (24) months from date of birth, inclusive of the days when school is not in session or any month the employee is not scheduled to work. Unpaid child care leave shall start at the end of the use of sick leave (if any) and will expire no later than the end of the 24th month following the child's birth or date of adoption.

B. Eligibility for Leave

A member wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5th) month of pregnancy or within four (4) months of pending adoption date.

C. Right to Return from Leave

1. A member who has elected not to take additional leave pursuant to Section 8.05(A) above shall return to work as soon as the period of actual physical disability has ended. The member will notify the Superintendent in writing, of the date of her expected return as far in advance as possible.

2. A member who uses an additional unpaid leave for child care pursuant to Section 8.05(A) shall return on the date specified in the notice of intent to use the unpaid leave.

D. Rights While on Leave

A member who is absent on unpaid child care leave pursuant to Section 8.05 shall have the same rights, and only those rights, while on leave and upon return from leave as any other member who is absent on unpaid leave pursuant to Ohio Revised Code.

E. Insurance Coverage While on Leave

A member on unpaid child care leave may continue all insurance coverage provided by this Agreement. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the member to the Treasurer.

8.06 Jury Duty

A member shall be granted time off for jury duty actually served during work hours and shall suffer no loss of pay. If a member has served on jury duty in excess of four (4) hours in a given day, the member need not report to work. Similarly, if a member has worked four (4) hours of his/her shift prior to reporting to jury duty, the member need not return to work. The member may keep any payment received for jury duty. Documentation of jury duty actually served must be submitted to the appropriate supervisor.

8.07 Leave Pursuant to Summons or Subpoena

A. Right to Leave for a Summons or Subpoena

Any bargaining unit member who is summoned or subpoenaed for job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. In the event a subpoena will be issued on behalf of the Association or Board, the party obtaining the subpoena must give at least five (5) calendar days' notice prior to the hearing. A summons or subpoena issued because of a student's custody issue is considered to be job related. A member receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section. A copy of the subpoena, once served, will be submitted to the Superintendent.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons issued because of a non-job related issue. If the member has exhausted his/her personal leave, and is summoned for something that is not job related, leave pursuant to summons or subpoena may be used in order to comply with the summons.

C. Leave not Covered

A member is not eligible for leave under this Section if the member is a party to the legal proceeding.

D. Duty to Report

If the member's responsibility under the summons or subpoena requires the member's participation in excess of four (4) hours in a given day, the member need not report to work. Similarly, if the member has worked four (4) or more hours of his/her shift and the member requires leave due to a summons or subpoena, the member need not return to work following completion of that responsibility. Documentation of the member's obligations under this Section must be submitted to the appropriate supervisor.

8.08 Assault Leave

A. Right to Leave

A member who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave.

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the member delivering to the Superintendent's Designee a signed Employee Report of Injury Form (Appendix C).

2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. Except as provided in Section 8.08(D) and (E), below, a member on Assault Leave shall be maintained on full pay status during the period of his/her leave.

2. Leave granted under this Section shall not be charged against Sick Leave earned or earnable under ORC Section 3319.141 or leave granted under other Sections of this Article.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred (180) workdays.

E. Restrictions

1. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. The member must file a Workers Compensation claim with the Superintendent Designee's office. The pay of a member on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

3. If a member is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the member to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the member's first medical verification, the Board may request, at the Board's expense, that the member see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.

4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under ORC Section 3319.16.

5. Members shall not be charged assault leave when school is not in session or when the member is not required to report to work.

F. Verbal Assault Leave

1. A member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the member reports the threat to the police. The police report must be attached to the Employee Report of Injury Form, Appendix C.

2. Members shall not be charged verbal assault leave when school is not in session or when the member is not required to report to work.

8.09 Professional Leave

A. Eligibility for Leave

A member may initiate a request or be assigned to attend professional conferences designed to improve the member's effectiveness in his/her assigned area(s).

B. Application for Leave

Application for professional leave shall be made by the member completing the form provided by the Board, and submitting it to his/her district supervisor.

C. Restriction

1. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of funds within the Board's annual appropriation.

2. The number of members attending any particular conference may be limited, and priority generally will be given to a member who has not, previously, been assigned to attend conferences.

8.10 Family and Medical Leave Act

A. To be eligible for FMLA Leave, the employee must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.

3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

B. An eligible member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the member. (Form WH-385)

C. An eligible member may take up to twelve (12) workweeks of paid (if sick leave is available) or unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

1. The birth of a member's child and to care for the child up to age one (1);

2. The placement of a child with a member for adoption or foster care, up to a twelve (12) month period after the placement;

3. To care for the spouse, child, or parent of a member when that family member has a serious health condition; (Form WH-380 E).

4. The member's inability to perform the functions of the position because of the member's own serious health condition. (Form WH-380 F).

5. For qualifying military situations arising when a teacher's spouse, son, daughter or parent is on active duty or is called to active duty status. (Form WH-384).

D. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.

E. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the board are jointly entitled to a combined total of twenty-six (26) of FMLA leave if the leave is requested to care for a covered service member.

F. For purposes of this section, a qualifying military situation arises when a member's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations.

1. Attendance at official military-sponsored events;

2. To provide or arrange for alternative child care or schooling;

3. To make financial or legal arrangements to address the member's address while on active duty;

4. Counseling;

5. Rest and recuperation; and

6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retired list.

G. Sick leave taken in accordance with Section 8.01 of this Agreement shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.

H. The Board shall maintain coverage under the group health plans and life insurance plans for the duration of the unpaid FMLA leave at the level and under the conditions

that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The member shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.

I. The Board shall notify the member of FMLA eligibility within three business days of learning of the need for the FMLA leave. (Use Form WH-381).

J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the member to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The member and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the member does not attempt in good faith to reach agreement, the member will be bound by the second certification.

K. Intermittent Leave and Reduced-Work Schedule (use form in WH-380).

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

2. When medically necessary, a member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a member may take leave intermittently or on a reduced-work schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the member to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

2. When a member is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the

Board with a statement from his/her health care provider (Appendix F) that the employee is able to resume the job functions for his/her position.

3. Should a member not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. A member shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

M. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993 as amended January 16, 2009 (the "FMLA"). If there are any inconsistencies between this Article of the Agreement and the FMLA, the FMLA shall prevail.

The forms referenced in this section are available in the Treasurer's Office.

8.11 Military Leave

A member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable Federal and Ohio law.

ARTICLE IX - INDIVIDUAL RIGHTS

9.01 Wage Notices

Wage notices will be issued by July 1 of each year. Wage notices will indicate job classification, hourly rate of pay, planned approximate number of regular hours per day, and planned approximate number of days per year.

With the exception of calamity days, members who are assigned to provide services to Wadsworth students attending school outside of the district (i.e. driver(s) assigned to Career Tech route, special education aides/attendants assigned to students attending separate facilities) will follow and be paid according to the calendar of the district/school to which their students are assigned and will be paid only for those days they are providing services to those students. In the event the member is off work due to a calamity day being called by either the Wadsworth City Schools or the district/school to which the members' students are assigned, the maximum number of calamity days the member will receive is five (5).

9.02 Defined Work Hours

Defined hours of work and a designated time for eating will be assigned by the immediate supervisor and filed in the business office.

9.03 Personnel Files

A. Right to Review

A member shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

B. Right to Have Representative Present

A member will be entitled to have a representative of the Association accompany him/her during such review.

C. Right to See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding a member is intended to become a part of the member's file, it shall be reviewed by the Principal and/or supervisor and the member involved and such member shall be afforded the opportunity to file a written reply. After receiving the communication, the member shall sign it to acknowledge he/she has had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication.

D. Right to Challenge Contents of File

1. A member will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.

2. Such document(s) will then be reviewed by an appropriate member of the administrative staff.

3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in ORC Section 1347.05 shall apply.

E. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the member has neither seen or had the right to challenge.

F. Public Request to View Personnel Files

In the event any person, other than the bargaining unit member's Supervisor or other Administrator or Board member, seeks to review the personnel file of a member, the member shall be notified of such request. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review, if applicable. If the member asks to be present, then to the extent practical, the review will be scheduled to avoid conflicts with the member's workday.

9.04 Discipline

A. Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination. No member will be disciplined, discharged, demoted or suspended without just cause.

B. Members shall be entitled to representation at all meetings where disciplinary action may occur.

C. An attempt will be made to notify the Association President, but the final responsibility for notification rests with the member. The member shall be informed of his/her right to representation prior to the commencement of a meeting.

D. If an oral reprimand is reduced to writing for inclusion in the member's file, the member shall be provided a copy and the member shall sign the file copy to indicate that he/she has read it. If the member wishes to respond, in writing, a copy of the response shall be attached to the written reprimand file copy.

9.05 Job Description

A job description shall be provided to all new members at time of employment and to members upon request, who transfer and/or are promoted to a new position. The Administration shall seek input from the Association President before changes are made to an existing job description or the creation of a new job description.

9.06 Evaluation

A. After the completion of an employee's probationary period, all members will be formally evaluated at least once each year by May 15th for members with less than two hundred sixty (260) day contracts, and, June 15th for members with two hundred sixty (260) day contracts.

B. The purpose of such an evaluation is to promote better understanding of the consistent requirements of each position and expectations of the Administration of the member's productivity and the specific performance objective or targets to be achieved in a period covered by the evaluation and to point out and to attempt to mutually correct any deficiencies the member may have in his/her job performance. Expectations will be communicated to the member sufficiently in advance of the evaluation to provide an opportunity to meet expectations. Copies of the written

evaluation will be given to the member evaluated and a copy will be filed in the member's personnel file.

C. The evaluator shall give the member a signed copy of the evaluation at least two (2) workdays prior to the post-evaluation conference. The member shall have an opportunity to discuss the evaluation with the evaluator. Where appropriate, suggestions for improvement will be made to the member. No member shall be adversely evaluated without just cause.

D. The member shall sign the evaluation form, which signifies only that the member has seen and discussed the evaluation; the member's signature does not signify agreement with the evaluation. The member will have ten (10) workdays after the above conference to notify the evaluator that he/she will file a written response to the evaluation with the Superintendent or designee. The response will be attached to and made part of the evaluation.

E. A member will be evaluated on his/her work performance by his/her immediate supervisor/administrator.

9.07 Professional Development

A Professional Development Opportunity Committee will be formed to explore professional development opportunities available to members on the support staff Board approved professional development day(s). The committee will consist of at least one (1) representative from each classification series identified in this *Collective Bargaining Agreement*, WESPA leadership and representatives from the Board. In their exploration of professional development opportunities, the committee will explore the following:

- When will the professional development opportunities be held, including the possibility for one (1) prior to the start of the school year?
- What topics will be offered?
- Will certain topics be mandatory for certain classifications (e.g., CPR, first aid)?
- Will there be a minimum number of hours an employee is paid for regardless of how long the professional development opportunity lasts?
- Will certain topics be building specific?
- Will there be a minimum number of hours an employee is required to be present for on a professional development day (e.g. employee must be present for at least five (5) hours)?

9.08 New Employee Orientation

New bargaining unit members will attend the annual new employee orientation, provided they are hired prior to the said orientation date(s).

ARTICLE X - ASSIGNMENT & CHANGES OF ASSIGNMENT OF PERSONNEL

10.01 Vacancy

A. A vacancy (other than bus driver positions which are governed by Article XIII) will result from: (1) A member leaving employment as a result of a retirement, termination, resignation, or death; (2) A member's non-renewal; (3) A member's transfer to another bargaining unit position; (4) A member assuming a non-bargaining unit position; (5) A member's leave of absence for more than one hundred eighty (180) working days; (6) A new bargaining unit position is created.

B. The administration is not obligated to fill a vacancy. However, if the administration does choose to staff a vacancy on an ongoing basis, the administration will attempt to fill it through the posting/bidding process provided in this Article prior to selecting an outside candidate. The vacancy will be posted as soon as the administration becomes aware of and determines there is a need to fill the vacancy. The vacancy will be awarded to the successful member within thirty (30) workdays. If the Superintendent's Designee is unavailable to act within thirty (30) workdays, the timeline may be mutually extended. If no qualified member applies for the vacancy, the vacancy will continue to be filled by a substitute and be open to the general public.

10.02 Posting

A. When the administration decides to fill a vacancy, the vacancy will be posted for one week in the bus garage and in each building where members are employed. Each job will be posted on a separate sheet stating the job title, number of hours per day, length of work year, pay grade, and deadline for submitting bids. If the posting does not include qualifications and duties, then the current job description for the position must be made available to members in each building and the bus garage. For all postings other than bus drivers, the posting will state the starting time and building(s) to which the position is assigned.

B. During the summer (summer is defined days when students are in-between school years, as determined by the board-approved school year calendars), vacancy notices will be emailed to a member's work email address and an automated phone call will be placed to all members informing them of the vacancy(ies). A vacancy will not be filled for ten (10) workdays after posting.

C. Administrators may make reassignments within a classification prior to posting a vacancy within the classification.

D. At the same time the notice is posted, a copy of the notice will be sent to the Association President.

10.03 Bidding, Selection

A. Current members wishing to bid for the opening must submit a written request to the Superintendent's Designee or apply online through the district's website within five (5) workdays of the posting. Members will be interviewed before the position is filled with an outside applicant.

B. Current members who meet the minimum requirements for the posted position, excluding Health Aide positions, will be given first consideration over outside applicants based upon the members' qualifications, special skills relevant to the position, the ability to perform the essential functions of the job, prior related work experience, performance appraisals (at least satisfactory or above), strong human relations skills, and discipline history. The most qualified current member who has the highest District seniority will receive the job, subject to the fifteen (15)-day probationary period set forth in Article XVIII. Bid transfer requests will be decided upon prior to taking action under Section 10.04. Current members within the classification will be given first consideration before members outside of the classification.

For Health Aide positions, candidates with a medical certificate and/or license (e.g., RN, LPN, medical assistant, etc.) will be given priority. If a current member has a medical certificate and/or license, he/she will be given first consideration over outside applicants based upon the members' qualifications, special skills relevant to the position, the ability to perform the essential functions of the job, prior related work experience, performance appraisals (at least satisfactory or above), strong human relations skills, and discipline history. The most qualified current member who holds a medical certificate and/or license who has the highest District seniority will receive the job, subject to the fifteen (15)-day probationary period set forth in Article XVIII. If no current member with a medical certificate and/or license bids on the position, or, if a current member with the said credentials is determined to be not qualified per the factors identified above, external candidates with a medical certificate and/or license will be given priority and can be offered the position over current members who bid that do not hold a medical certificate and/or license.

C. The name of the person appointed shall be provided to the Association President and the applicants within five (5) days after the appointment.

10.04 Involuntary Transfer

A. The administration reserves the right to involuntarily transfer members to different positions, shifts or assignments within the same classification, provided there is no more than a one-half hour variance in daily hours. Such reassignments can be made prior to posting a vacancy in the classification. An involuntary transfer within a classification does not create a new probationary period.

B. If the administration has been unable to fill a vacancy through the posting and bidding procedures of this Article, then it may involuntarily transfer a member to another

classification, provided that the hours and pay are substantially equal to or better than the member's current hours. A member may not be involuntarily transferred to a different classification under this paragraph more than once every (3) three years, unless the member consents. Members shall, on request, be provided with written reasons for involuntary transfer.

C. Involuntary transfers will not be made arbitrarily or capriciously.

10.05 Annual Hours Adjustments

For the purposes of personal leave, sick leave, and holiday pay, administratively approved changes in regular planned hours will be adjusted by October 15 of each year. The adjustments will be rounded to the nearest quarter (1/4) hour. Changes that occur in regularly assigned hours after October 15 will result in a corresponding adjustment to the member's personal leave, sick leave, and holiday pay. Written notifications will be issued for all adjustments in planned hours within ten business days of the date of adjustment. Fluctuations in regular planned hours in excess of thirty minutes (with the exception of bus routes) will be subject to rebidding.

10.06 Additional Jobs

Qualified part-time members may bid on a second part-time job ("additional job") without giving up their current job, provided (1) the additional job does not in any way conflict with performing current job duties and (2) total weekly hours will not exceed 40 hours per week. Bids for additional jobs are subject to Article X. In determining whether a current job may conflict with an additional job, the administration may consider not awarding the position due to potential variation in schedule as well as customary extra time and overtime needs. Hours worked in an additional job outside of the member's current job classification will not count toward calculating the one thousand two hundred fifty (1,250) hours required to be a full-time employee.

10.07 Extra Work Opportunities for 220 Day or Less Members

A. When extra work opportunities arise outside of the normal work year for members who are employed 220 days or less (e.g., winter break, spring break, summer), qualified members will have the first opportunity to work the extra jobs before non-members. (This does not impact student workers who are employed by the District as part of the student's course of study.)

B. The procedure for assigning extra work opportunities is as follows:

1. The administration will post anticipated extra work opportunities by classification and will include in the posting the type of work to be performed~~,~~ and any special skills or work experience. Members will be paid their regular wage or the substitute rate for the position being subbed, whichever wage/rate is higher.

2. Members who have an interest in extra work opportunities outside their normal work year may request that their name be placed on the list for the specific posted classifications along with the dates on which the member is available to work.

3. Utilizing the list of interested members, extra work opportunities will be made available to qualified members on a rotating basis by project/assignment beginning with the member with the greatest District seniority within the posted classification and then by District seniority of other interested members. If a member refuses the opportunity, that member's name will go to the bottom of the list. If the member is not available to respond to the opportunity within seventy-two (72) hours, the member will be skipped over with the opportunity being presented to the next member on the list.

C. Members who are working extra work opportunities outside their normal work year will not be eligible to utilize sick leave or personal leave.

XI - SPECIAL EDUCATION/CROSSING GUARDS

11.01 Special Education

A. The parties recognize that certain jobs specifically related to providing special education needs entail irregular and/or unpredictable schedules and/or assignments of limited duration. Generally, these jobs are assignments tailored to meeting the particular needs of a specific student, which may be temporary and/or subject to change. Such jobs include special education vehicle drivers, special education aides and special education attendants. The administration is free to assign, reassign and schedule members within these classifications as needed to meet student and school district needs. Such jobs may be posted as "2-hour minimum per day" positions, with the expectation that more than two (2) hours may be required most of the year but that exact schedules may fluctuate. If a special education vehicle driver and or special education student attendant reports for his/her assignment and his/her student fails to report to school, the special education vehicle driver and or special education student attendant shall be paid his/her contracted hours at his/her hourly rate for up to two (2) hours. Members may be required to perform job related tasks during the time. When not practical to fill a position with a regular employee, the administration may use temporaries or substitutes for such jobs (special education vehicle driver, special education aides and special education attendants) or may otherwise fill such jobs without regard to the requirements of this Article and Article XII. Such jobs will not be subject to the RIF provision under Article XII for RIFs that take effect during a school year. However, such jobs will be subject to the RIF provisions under Article XII upon completion of the school year. Thus, if a member with greater seniority holds bumping rights into a special education position, that member may exercise those bumping rights under Article XII after completion of the school year. This section will supersede any inconsistent provision of this contract.

Student attendants who have undergone a reduction in force after the first day of school and are on the recall list, will have their substitute rate of pay as a student attendant, for the remainder of the school year in which their position was reduced, set as the hourly rate of pay they were receiving prior to the reduction in force.

B. When students who require attendants and/or vehicle drivers are absent or absent for prolonged periods of time, the two-hour minimum will be in effect.

11.02 Crossing Guards

A. The parties recognize that the need for crossing guards may vary throughout the school year. Should the Board determine there is a need to suspend the contract of a crossing guard, that action will not be subject to the RIF provisions under Article XII where the reduction takes effect during the school year. However, such jobs will be subject to the RIF provisions under Article XII upon completion of the school year. Thus, a crossing guard with greater seniority may exercise bumping rights under Article XII upon completion of the school year. This section supersedes any inconsistent provision of this Agreement.

ARTICLE XII - REDUCTION IN FORCE

12.01 Reduction in Force (RIF)

When the Board, by resolution, deems it to be necessary to reduce hours or eliminate jobs staffed by members, lay-off resulting and ensuing recalls shall be governed by the following procedures.

A. If it becomes necessary to reduce members' hours or reduce the number of members in any job classification, other than those reflected in Section 10.05 (Special Education/Crossing Guard), the Board may make the reductions by laying off members in the reverse order of District seniority within the affected classification, per Ohio Revised Code 3319.172. Thirty (30) days prior to the reduction in force, the Superintendent's Designee shall meet with the Association President to review the list of affected positions and the bumping rights, if any, of the affected members. All internal reassignments through bumping rights will be finalized before Board action on the members subject to the RIF. Members shall only have bumping rights within the affected classification series and may only bump down according to Appendix E. Assignments within classifications after bumping has occurred shall be restricted only by the provisions of Article X.

B. At least twenty (20) days prior to the effective date of RIF, the Board shall prepare and post for inspection, in a conspicuous place, an accurate District seniority list containing the names, seniority dates and classifications of the members subject to the RIF. Each affected member shall be given at least twenty (20) days advance written notice of the RIF, stating the following: (1) Reasons for lay off or reduction in hours and (2) the effective date of lay-off or RIF.

C. The administration may offer a member affected by a RIF a vacancy in another classification and/or classification series for which the member is qualified. Any member reduced in classification or hours shall retain recall rights into the member's classification for a period of two (2) years, during which time the Board shall not hire nor promote anyone to the classification affected by a RIF until all affected members in that classification eligible for reinstatement have been reinstated.

12.02 Reinstatement

A. Vacancies which occur in a classification affected by a RIF will first be filled by members within that classification with the greatest District seniority. The resulting vacancy shall be offered or declined in writing by the member with the most seniority on the recall list within the affected member's classification before another member on the list may be considered. Members on the recall list shall provide the Administration with a current mailing address, telephone number(s) and any other pertinent information. In the event of recall, the member being recalled shall be notified by registered mail as to the date of his/her expected return to work. Each member recalled shall be given at least ten (10) workdays from date of receipt of notice, excluding legal holidays, to respond to a reinstatement letter. Refusal to accept a recall by a member to his/her original classification, hours (equivalent number of hours to those worked by the member when he/she was affected by the RIF regardless of start/end times), and pay, shall sever all rights and relations between the member and the Board. A member who accepts or rejects a position of more or less hours and/or pay, or in another classification, shall remain on the recall list to be recalled to the classification he/she had before the layoff. Copies of recall notices will be sent to the Association President.

B. A recall list will be maintained by the Superintendent's Designee. The list will contain the names of those on layoff by classification, hours affected by RIF, effective date of the layoff, and District seniority date.

C. A member unable to return to work because of personal medical problems shall be entitled to a sixty (60) workday extension upon written request. Further extension of recall rights must have the approval of the Board.

12.03 Seniority List

The Board shall provide the Association President a current and accurate District seniority list of members by November 1 of each year. The list shall identify each member by name, years of seniority, date of hire by the Board, and job classification. Seniority shall be determined by the following:

A. District seniority shall mean the length of continuous employment in a bargaining unit position, as computed from the employee's effective date of hire in the bargaining unit per Board minutes, as follows:

1. An employee must work a minimum of one hundred twenty (120) days of the days scheduled in the employee's work year to count for one (1) year of seniority. Employees who work less than one hundred twenty (120) days in a work year will have their seniority calculated by dividing the number of days worked in the employee's scheduled work year by the total number of days the employee was scheduled to work in the work year.

   Example of Seniority Calculation for a Member Who Works Less than One Hundred Twenty (120) Days:

   Number of Days in the Employee's Scheduled Work Year: 50

   Number of Days Worked by Employee in the Work Year: 50

   Seniority Awarded: 50/50 = 1.0 year of seniority

2. No member shall accrue more than one (1) year of seniority in any work year.

3. Work as a substitute employee prior to being a regular employee shall not be counted towards District seniority.

4. Time spent on unpaid leaves of absence shall not count towards the accrual of seniority.

B. In the event a tie in seniority occurs between two or more members, ties in seniority shall be broken by the following method to determine the most senior employee:

- The member with the first day worked; then
- The member with the earliest date of employment (date of hire by the Board); then
- The member with the earliest date of application for employment; then
- By the roll of a die, with the most senior member being the one with the highest number on the die, etc. This procedure shall be implemented in the presence of the Association President, no later than thirty (30) days from the end of the member's probationary period.

C. Seniority shall be lost when a member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

12.04 Precedence of Article XII

Article XII must be followed first and will take precedence in a reduction in force situation. It is also the intent of both the Association and Board that employees subject to a RIF cannot increase their hours per day within the classification from which they have been laid off when they are recalled to work. If a vacancy occurs within a classification with greater hours than a member on the recall list was assigned prior to being reduced, the Board will post and fill the vacancy according to Article X. The procedures for posting and filling vacancies under Article X will be followed until a position with similar or fewer hours becomes available for the member on the recall list in that member's classification. No vacancy within a classification will be posted to outside candidates unless there are no members within that classification who remain on the recall list and who have declined the opportunity to be recalled into the posted position.

ARTICLE XIII. - TRANSPORTATION

13.01 Annual Route Selection

A. Drivers will be allowed to select their route (defined as the combined a.m. run and p.m. run) according to classification seniority. The routes available for selection will be made available at least two (2) days prior to route selection, with the understanding that the final routes that will be available for selection may change at any time prior to route selection. Route selection will occur five (5) days prior to the first scheduled student day on the Board of Education approved school year calendar (if there are different student start dates for different grade levels, the first student start date is the date the route selection day is based upon). Drivers will have the ability to bid on a route that may open during the school year but a driver moving to a different route during a school year will not trigger the posting period outlined in Article X. Each driver will be paid two (2) hours for the selection process, reviewing the schedule, fueling and inspecting the bus, or other duties as assigned.

B. Personal leave, sick leave and holiday pay will be based upon the route established at the beginning of the school year. In the absence of any unique circumstances, the final route times will be "established" by October 15 and personal leave, sick leave and holiday pay will be based on the established routes. Any adjustments in established routes after October 15 (e.g., more than a temporary change in hours) will result in a corresponding adjustment to the member's sick leave, personal leave and holiday pay.

C. A driver hired into a float position (float position is defined as not assigned to a regular route but fills in where an opening occurs each day) is not eligible to participate in the annual route selection unless a vacancy occurs and the driver is awarded the open position through the bidding and selection process outlined in Article X.

13.02 Working Conditions

A. Bus/vehicle drivers shall receive a uniform fifteen (15) minutes for pre-trip and five (5) minutes for post-trip in addition to their regular route time each day.

B. Bus drivers CDL endorsement and Abstracts will be paid for by the Board of Education.

13.03 Substitutes - Regular Runs

A. Upon five (5) workdays' advance notice, the vehicle driver, bus driver, or student attendants shall have the choice to work or not during the District's calendar breaks, provided a substitute is available to take their job. During the District's calendar breaks, out of District runs will be posted as an extra trip when the regularly assigned driver requests off. A vehicle driver or bus driver who chooses to not work, per the criteria in this section, will have the hours the vehicle driver or bus driver would have otherwise worked counted toward the forty (40) hours worked in any one (1) week when it comes to the awarding of extra trips (see 13.04C).

B. If substitutes cannot be obtained for a regular run, members whose job description lists as a responsibility to fill in for bus and/or vehicle drivers and who holds the proper credentials, may be assigned to take the route(s). Vehicles drivers with the proper credentials may be assigned too.

C. When a driver accepts a substitute assignment according to the conditions of 13.03 above, that driver stays on that assignment until the regular driver returns; unless the substitute absents himself/herself from the assignment for reasons other than illness or approved personal leave or an extra trip that was assigned prior to accepting the substitute assignment. In such a case, the assignment would go to the next eligible driver continuing down the seniority list under the same conditions. If the substitute driver is a member, then the substitute driver will be paid the bus driver rate as of the first day of the substitute assignment.

D. The handicap bus run is defined as the transportation of students who require an assisted mobility device by a school bus. The bus driver will be paid an additional premium of $1.00/hr. if no aide/attendant is provided.

This procedure for regular assignments shall not cause any change in the field trip procedure.

13.04 Extra Trips

A. The Transportation Supervisor will post all trips that can be claimed by bus and vehicle drivers. All posted trip tickets shall indicate the date of posting. Trip tickets will be posted on Friday after 2:00 p.m. and awarded the following Friday after 2:00 p.m. Trip tickets posted will be for Wednesday through Tuesday of the proceeding week of the Friday award.

B. Extra trips will be assigned in the following order:

1. Drivers with a canceled trip ticket. If two or more drivers have received canceled trip tickets during the same posting period, classification seniority will be the deciding factor in order of redeeming the canceled trip tickets; then

2. Regular drivers based on classification seniority; then

3. Vehicle drivers who hold the proper credentials based on classification seniority; then

4. Available members who hold the proper credentials; then

5. Substitutes outside the bargaining unit.

Vehicle drivers hired who hold the proper credentials will be placed at the bottom of the board in seniority order. They shall have the right to extra trips behind bus drivers.

C. No driver may accept a trip whose estimated time would cause him/her to work for the Board of Education more than forty (40) hours in any one week. When a driver provides training to other drivers, the time required to provide the training shall be counted toward the forty (40) hour limit per week. If bidding on two trips within the same day, the trips must have a 2-hour separation between estimated return time on the first trip and estimated leave time on the second trip. Exceptions may be made by the Administration when the trip is shuttling classes to an event.

For situations in which the Administration has decided to award overtime, the Transportation Supervisor will create a list of drivers interested in working overtime and he/she will distribute the available overtime on a rotating basis, as referenced in Section 13.05. All drivers will have the opportunity to inform the Transportation Supervisor of their intent to be included on the list. A driver may ask to be included on the list or removed from the list at any point during the year. The list to be used for the rotating basis will be distributed to drivers by the Transportation Supervisor on the first student day of school each year and then upon any change that occurs throughout the year. Situations that are described in Section 13.04 H are exempt from the rotating basis described above.

D. No driver may be excused from his/her regular run to accept an extra trip, except an eight (8) hour or longer trip. Drivers on overnight trips will be guaranteed at least eight (8) hours pay for the day before and after each night of an overnight trip and appropriate lodging furnished by the sponsor.

E. Once a trip has been awarded, the assigned driver must remain the driver of the trip, except as follows:

1. If the estimated duration for a trip increases by three (3) or more hours at least twenty four (24) hours prior to the trip departure, the driver has the option to decline the trip without penalty.

2. If the estimated duration for a trip decreases by three (3) or more hours at least forty-eight (48) hours prior to the trip departure, or if the departure and/or return time for the trip change by more than four (4) hours, the driver has the option to decline the trip without penalty provided another driver is able to take the trip.

In any of the instances described in 13.04 E, no canceled trip ticket will be issued.

If a regular driver has been awarded a trip and that trip is canceled at a time that does not qualify the driver for the two hour call in work, the driver is awarded a canceled trip ticket. Canceled trip tickets must be redeemed for like trips (same number of hours or less) no later than the next regular posting of trips not conflicting with the driver's regular hours. Next regular posting of trips is defined as the next posting of a trip(s) that occur(s) after the driver has been given a canceled trip ticket. If there are no like trips or there are more canceled tickets to be redeemed than available trips, tickets that cannot be redeemed will carry over to the next regular posting in the current school year (current school year is defined as the last scheduled student day on the board approved calendar for students in grades K-12). Canceled trip tickets will not carry over to the next school.

A canceled trip is defined as the trip no longer occurs on the day scheduled. Changes in time and/or location for the trip is not considered a canceled trip. Canceled trip tickets are not awarded for trips that are canceled over the district's scheduled winter break, spring break and summer months.

F. Drivers are paid at the regular hourly rate for extra trips and will be paid at least the two (2) hour minimum, minus any time overlapping with scheduled work hours. Vehicle drivers, while driving a bus, shall be paid at Year 0 on the bus drivers' salary schedule for extra trips. Drivers on extra trips shall perform duties during paid non-driving time as assigned by the sponsor in charge or administration. The necessary training to fulfill these duties shall be provided by the sponsor.

G. Trip tickets that cannot be posted according to 13.04(A), but are received at least 24 hours prior to the trip, will be posted as soon as possible upon receipt by the Transportation Supervisor.

H. When trip tickets are received at least thirty (30) minutes but less than forty-eight (48) hours prior to the trip, the Transportation Supervisor shall ask all other available members who hold the proper credentials and have asked to be included on the "Extra Trip Substitute List" (see 13.04I) before assigning a substitute. The Transportation Supervisor will determine the method of communication (i.e. radio, text message, telephone call, in-person) and the timeline needed for a response based upon the circumstances surrounding the extra trip in question. When the

request for an extra trip is received by the Transportation Department within thirty (30) minutes of the requested departure time, the Transportation Supervisor may assign the trip without regard to seniority.

I. The Transportation Supervisor will create a list of drivers interested in working extra trips that are received at least thirty (30) minutes but less than forty-eight (48) hours prior to the trip (see 13.04H). The Transportation Supervisor will distribute the available extra trips based upon seniority. All drivers who hold the proper credentials will have the opportunity to inform the Transportation Supervisor of their intent to be included on the list. A driver may ask to be included on the list or removed from the list at any point during the year. The list to be used will be distributed to drivers by the Transportation Supervisor on the first student day of school each year and then upon any change that occurs throughout the year.

J. If a driver takes leave without pay from his/her regular route, or gives up a field trip that has been awarded to him/her, except for reasons permitted to use sick leave per Article VIII of the Agreement, paid personal leave per Article VIII of the Agreement, or Association Leave per Article V, the driver shall be ineligible to bid for and be awarded a field trip/extra route for twenty-one (21) calendar days after the last day of unpaid leave or the date of the field trip that turned back in that does not meet leave requirements. Exceptions may be made by the administration for emergencies, which arise if the administration has been unable to staff the trip with any regular or substitute driver.

K. Bus instructors will escort their trainee(s) to the CDL examination. Taking trainees for the examination will not be posted as a trip. Time worked for actual instruction or time with trainees will be paid at the on-bus instructor (OBI) rate. Bus instructors also will attend required training meetings or other required activities; this time will also be paid the OBI rate of pay. For recertification purposes only, bus drivers may choose their Wadsworth City School District OBI.

13.05 Summer Trips

Any trips available during the summer will follow the process outlined in Section 10.07.

13.06 Miscellaneous Provisions

A. All members who hold the proper credentials may be utilized in emergency situations. They also may be assigned to regular runs that operate on days when the District is not in session, for short time shuttles, or on regular runs of one (1) hour or less duration.

B. Career Tech teachers who hold the proper credentials may drive buses on class related activities. Career Tech teachers who hold the proper credentials may also take class-related or non-class related field trips outside of the normal class time where there are no available regular drivers for such trips.

C. The Board and administration may schedule and require attendance at bus driver meetings. Drivers shall be paid for attending required meetings unless time spent at the meeting is already covered by minimum hours paid.

D. The Administration will attempt to establish annually, a date, time, and place whereby all drivers (bus and other school vehicles), as a group, will be given their annual required physical free of charge. All drivers requiring a physical may only obtain that physical by a Board-approved physician. The Board shall reimburse regular drivers for the cost of their CDL endorsement.

E. Drivers will be informed that cameras are mounted and in operation on all buses. Cameras may be used for employee discipline purposes. Evaluation is not the primary purpose of mounting cameras in buses, but all available information may be considered in evaluations.

F. If the administration decides to develop a handbook for drivers, the Association will designate representatives to serve on the committee to develop the handbook. The development of the handbook will be a collaborative effort.

13.07 Clothing Allowance

Bargaining unit members in the Transportation series will receive a clothing allowance of one hundred and ten dollars ($110.00) for work purposes on a floating cycle of every third year. The clothing allowance must be spent by the employee during the fiscal year (July 1 through June 30) in which it is received.

In order to be reimbursed for the above clothing allowance, bargaining unit members must provide a copy of the itemized receipt for those items, provided on a 8.5 X 11 inch piece of paper, hand delivered to his/her supervisor by June 15.

ARTICLE XIV - FOOD SERVICE PROVISIONS

14.01 Filling Cafeteria Vacancies

A. Except for manager positions, a regular short-hour member in the same building will be given the first opportunity to substitute for a longer hour member who is absent, according to building seniority. If the member refuses or is unavailable, the next short-hour member will be contacted and the more senior member who refused the substitution will move to the bottom of the rotating list. If no member accepts the substitute assignment, the Administration will assign the position to a member. Substitutes will be used to fill the remaining unfilled job. The short-hour member will stay on the substitute job until the regular member returns to work. The next substitute opportunity will be filled by the next member on the rotating list. If more than one (1) short hour member is interested, the Administration reserves the right to honor a rotation or place one (1) of the interested members in the assignment based on seniority until the regular member returns to work.

B. The Administration reserves the right to assign members for managers who are absent.

C. All food service employees shall be hired for a minimum of three (3) hours per day, except at those buildings at which there are fewer than twelve (12) meals per labor hour. In that case, the two (2) hour daily minimum will apply.

14.02 Rented Facilities/Banquets

When kitchen facilities and/or large fixtures capable of causing damage (e.g., ovens, steam tables) are used outside the workday/work year , a manager or regular cafeteria worker shall be on duty at all times to assist the using organization and to supervise the use of equipment and facilities. The Food Service Supervisor may fulfill this function providing the Association President is notified of the reason. If cafeteria personnel are required to do additional clean-up after a facility or kitchen equipment has been used by a school group, the Administration will be called to check the facility or kitchen equipment and the user will be billed for approved additional clean-up time. All regular cafeteria workers must notify the supervisor of their intent to be included to work rentals/banquets by September 15 each year. A current file of regular cafeteria workers interested in working rentals/banquets shall be kept by the Cafeteria Manager. Opportunities to work rentals/banquets shall be offered to these people on a continuous rotation by seniority within the building.

14.03 Shirt and Shoe Allowance

Annually, five-hour or more food service workers will receive a hat, apron, and a shoe allowance of one hundred dollars ($100.00). Food service workers of less than five hours will receive a hat and apron. Food service employees will wear district-purchased hats, aprons, and shoes while employed during working hours. The light truck driver will have the option to purchase a winter jacket and be reimbursed up to one hundred dollars ($100.00) in lieu of the purchase of shoes.

In order to be reimbursed for the above shoe/clothing allowances, bargaining unit members must provide a copy of the receipt for those items, provided on a 8.5 x 11 inch piece of paper, hand delivered to his/her supervisor by June 15.

ARTICLE XV - CLERICAL PROVISIONS

15.01 Work Refusal

If a less than two hundred sixty (260) day clerical member is called to work on a day that is not a scheduled teacher workday, the member may decline, except for the five (5) days immediately preceding the first day of work for teachers in the Fall and the five (5) days immediately following the last day of work for teachers in the Spring--on these days the member is required to report if requested. Nothing in this contract shall prohibit clerical staff from working extended days if offered and/or approved by the administration.

ARTICLE XVI - CROSSING GUARDS, CUSTODIAL, MAINTENANCE AND MECHANICS PROVISIONS

16.01 Rented Facilities

When school facilities are used by non-school groups at night or on weekends, a custodian and/or maintenance employee shall be on duty based upon the classification typically responsible for that facility.

16.02 Equipment

A. The Board will provide all tools and supplies necessary for members to maintain and repair Board owned equipment and property.

B. The Board will provide annually to maintenance employees a clothing allowance of four hundred dollars ($400.00). Bus mechanics will continue to receive a uniform service, and a one hundred thirty dollars ($130.00) annual allowance towards the purchase of shoes. All clothes and shoes purchased under this section must be for work purposes.

C. The Board will provide all eight (8)-hour custodians a shoe/clothing allowance of three hundred ten dollars ($310.00) each year. All other custodians shall receive an annual shoe/clothing allowance of one hundred twenty-five dollars ($125.00). All clothes and shoes purchased under this section must be for work purposes.

D. The Board will provide all crossing guards a shoe/clothing allowance of fifty dollars ($50.00) each year. All clothes and shoes purchased under this section must be for work purposes.

E. All employees receiving subsidized shoe or clothing allowance will wear those items while employed during work hours.

F. In order to be reimbursed for the above shoe/clothing allowances, bargaining unit members must provide a copy of the receipt for those items, provided on a 8.5 X 11 inch piece of paper, hand delivered to his/her supervisor by June 15.

16.03 Working Conditions

A. Members will not be required to act as chaperones for after school activities. A member who observes students unsupervised and/or observes students engaging in misconduct will immediately notify the administrator or adult supervising the activity.

B. Custodians who work less than two hundred sixty (260) days each year will be informed of their first scheduled work day for the ensuing school year, not later than June 1.

ARTICLE XVII - MANAGEMENT RIGHTS/WAIVER

17.01 Management Rights

Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation and management of the schools and direction of employees are invested exclusively in the Board. Among the Board's management rights are the right to hire, transfer, discipline, discharge, lay off, assign and promote; to promulgate, revise and enforce work rules and rules of conduct; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties, and qualifications of the work force; to create, abolish, define and revise job classifications; to determine work schedules, hours, and shifts; to require overtime; and to determine whether work will be performed by bargaining unit or other persons, provided that work heretofore performed exclusively by the bargaining unit will not be reassigned to other persons if it results in the layoff of bargaining unit employees.

17.02 Job Descriptions

The Board has the authority to write and revise all job descriptions and to specify qualifications for each position; before changes are implemented, the revised job descriptions will be reviewed by the president of the Association and two (2) members of the affected classification. The Association must provide written comments to the Superintendent's Designee within thirty (30) days of receipt of the revised job description(s).

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

18.01 Probationary Period

A. All employees new to the District shall be hired with a probationary period of forty-five (45) days at the full rate of pay for the classification range and increment level at which he/she is employed. For this purpose, "days" is defined as the scheduled workdays for the new employee. Newly hired employees may not bid on another job during the probationary period.

B. Newly hired employees may be terminated for any reason without recourse to the grievance procedure at the end of their probationary period or at any time during their probationary period.

C. Temporary employees shall not accumulate seniority and are not considered as either regular full time or regular temporary employees subject to the terms of this agreement.

D. Members who change classifications shall have a fifteen (15)-day probationary period. The only exception to this are members changing classifications within the Paraprofessional Series, members moving from the classification of "Aides" to the Paraprofessional Series, or members moving within the Vehicle Driver or the Bus Driver Classifications; members who make these moves will not have a probationary

period. For this purpose, "days" is defined as the scheduled workdays for the affected member. If the member should be unable to perform the duties of the new classification to the satisfaction of the administration, or at the member's request, he/she shall retain the right to his/her previous classification without any loss of seniority and shall be transferred back to his/her previous classification without the right to grieve such action. If the member requests a return transfer, he/she must continue working in the new classification eight (8) additional days, or until the job classification can be rebid and filled, whichever comes first. A member may bid on another position during the fifteen (15)-day probationary period. A member will begin a new fifteen (15)-day probationary period for each new classification he/she accepts.

E. After eight (8) scheduled workdays, the probationary employee or member in 18.01 (D) will receive from the building principal or his/her supervisor a written review of his/her performance as well as areas for improvement. A copy will be forwarded to the Superintendent's Designee.

18.02 Non-Discrimination

There will be no unlawful discrimination against any member by the Board or the Association in the administration of this Agreement because of the member's race, creed, color, sex, national origin, ancestry, or because the employee's age is between 40 and 70. Employees shall have the right to join or refrain from joining the Association. The Board will comply with applicable laws pertaining to the employment of the handicapped.

18.03 Criminal Background Checks

All members hall complete a BCII and FBI criminal background checks every five years or as required by law. Each member will have the option of completing this background check in or outside the district. The Board shall pay for the cost of any BCII and FBI criminal background check provided the member initiated the background check through the central office and the background check is required for the member's position. The Superintendent's Designee shall notify all members who need to complete a background check in advance. If a members fails to complete the background check by September 30 in the five year anniversary date of his last check, the member may face discipline, up to an and including termination. No employee will be terminated purely for failure of reporting agencies to timely process background checks.

18.04 The Board of Education agrees to provide a safe and secure workplace.

ARTICLE XIX - DEFINITIONS OF AGREEMENT

19.01 Days

Except as otherwise defined, days shall mean days when the school district's central office is open.

19.02 Full-Time Employee

Full-time employee is defined in Section 2.03(A).

19.03 Regular Employee

Is an employee working on a job, scheduled a consistent number of hours per day for nine (9) or more months per calendar year and is not taking the place of an employee approved on leave.

19.04 Work Week

The work week shall start Wednesday at 12 a.m. and shall end the following Tuesday at 11:59 p.m. Beginning November 1, 2009, the work week for all members in their current position shall be Monday through Friday. All new or open positions as of November 1, 2009, may have a non-traditional work week. All members hired prior to November 1, 2009, will not be involuntarily transferred into a non-traditional work week.

19.05 Transportation Bus Run

A school-to-school, school-to-home or school system-to-school system run scheduled on a regular basis. Regular bus drivers shall be paid a minimum of two (2) hours for each regular a.m. and p.m. run.

19.06 Shuttle Run

A school-to-school run scheduled on a daily basis.

19.07 Classification

A subdivision of a classification series as described by a job description and as listed in the "Salary Range and Salary Increase Chart."

19.08 Classification Series

A grouping of job classifications that involve similar types of work. There are six (6) such groupings on the "Salary Range Chart."

19.09 Classification Seniority

Classification seniority shall be defined as the first day an employee is assigned into a classification while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward classification seniority. Time spent on unpaid leaves of absence shall not count towards the accrual of classification seniority.

19.10 Trip

A trip begins when a bus leaves the garage, picks up the sponsoring group, delivers the sponsoring group to their destination, either remains or returns bus to garage (drop only

trip) or returns to pick up the sponsoring group, return the group to their point of origin, and returns the bus to the garage.

19.11 Business Manager

Business Manager is in reference to the position in charge of operations/facilities, which may not require a license under 3319.03.

ARTICLE XX - SEVERABILITY

20.01 Scope of Agreement

A. This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in ORC Section 4117.10(A), all civil service rules and regulations, administrative rules of the Director of State Personnel, and all policies, rules and regulations of the employer. However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

B. The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and to bring the Agreement into compliance.

ARTICLE XXI – DURATION

AGREEMENT BETWEEN THE
WADSWORTH CITY BOARD OF EDUCATION
AND
WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

This Agreement shall remain in full force and effect from 12:01 a.m. July 1, 2023, through 12:00 midnight June 30, ~~2026~~2027.

This Agreement makes null and void all previous regulations contained in previous agreements.

Attesting to Ratification:

For the Board:

Board President	5~~/~~26/2023 Date
Douglas D. Beeman, Treasurer	5/26/2023 Date
WESPA/OE/NEA President	5/24/2023 Date

APPENDIX A-1

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS, and WESPA_____

_____

ADDRESS _____ PHONE _____

SCHOOL _____ PRINCIPAL _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: _____

_____ INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE:
Describe the issue to be resolved and cite the Article(s) of the Agreement allegedly violated or in dispute.

_____

ACTION REQUESTED:

Have you discussed this with your immediate supervisor? Yes_____ No_____

If YES, what action has been taken so far? _____

_____

_____
Grievant

Copy to the Association President
Use back or attachments as necessary

APPENDIX A-2

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION: _____

_____

_____

_____

DATE _____ SIGNATURE _____
Superintendent's Designee

Copy to the Grievant
and the Association President

LEVEL III (FORMAL) DECISION: _____

_____

_____

DATE _____ SIGNATURE _____
Superintendent

Copy to the Grievant
and the Association President

Where decision requires additional space, attach pages as necessary. Attach written reason for dissatisfaction with Level II resolution.

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

Cafeteria Series

Cafeteria Manager:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		15.33	15.71	16.18
1	1.078	.078	16.52	16.93	17.44
2	1.173	.095	17.98	18.43	18.98
5	1.200	.027	18.39	18.85	19.42
7	1.235	.035	18.93	19.40	19.98
9	1.265	.030	19.39	19.87	20.47
14	1.295	.030	19.85	20.34	20.95
18	1.325	.030	20.31	20.82	21.44
25	1.355	.030	20.77	21.29	21.93

Cafeteria Assistant Manager:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		15.18	15.56	16.03
1	1.058	.058	16.06	16.46	16.96
2	1.144	.086	17.37	17.80	18.34
5	1.170	.026	17.76	18.21	18.75
7	1.205	.035	18.29	18.75	19.31
9	1.235	.030	18.75	19.22	19.80
14	1.265	.030	19.21	19.69	20.28
18	1.295	.030	19.66	20.15	20.76
25	1.320	.025	20.04	20.54	21.16

Baker/Cook *(System Kitchen); Courier*:

Years	Index		2023-2024	2024-2025	2025-2026 2026-2027
0	1.000		15.02	15.39	15.85
1	1.048	.048	15.74	16.13	16.62
2	1.115	.067	16.74	17.16	17.68
5	1.140	.025	17.12	17.55	18.07
7	1.175	.035	17.65	18.09	18.63
9	1.205	.030	18.10	18.55	19.10
14	1.235	.030	18.55	19.01	19.58
18	1.265	.030	19.00	19.47	20.06

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APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

25	1.285	.020	19.30	19.78	20.37

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

Cafeteria Series (continued)

Cafeteria Helper:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		14.29	14.64	15.08
1	1.033	.033	14.76	15.13	15.58
2	1.125	.092	16.07	16.47	16.97
5	1.160	.035	16.57	16.99	17.50
7	1.185	.025	16.93	17.35	17.87
9	1.215	.030	17.36	17.79	18.33
14	1.245	.030	17.79	18.23	18.78
18	1.275	.030	18.21	18.67	19.23
25	1.295	.020	18.50	18.96	19.53

Aides Series

Health Aide:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		18.19	18.64	19.20
1	1.048	.048	19.06	19.54	20.13
2	1.115	.067	20.28	20.79	21.28
5	1.120	.005	20.37	20.88	21.37
7	1.135	.015	20.65	21.16	21.66
9	1.155	.020	21.01	21.53	22.04
14	1.175	.020	21.37	21.91	22.42
18	1.205	.030	21.92	22.47	23.00
25	1.225	.020	22.28	22.84	23.38

Technology Aides *(Grandfathered 12/14/2009):*

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		18.08	18.53	19.08
1	1.084	.084	19.59	20.08	20.69
2	1.175	.091	21.24	21.77	22.42
5	1.190	.015	21.51	22.05	22.71
7	1.205	.015	21.78	22.33	23.00
9	1.225	.020	22.14	22.70	23.38
14	1.235	.010	22.32	22.88	23.57

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

18	1.265	.030	22.87	23.44	24.14
25	1.285	.020	23.23	23.81	24.52

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

Aide Series (continued)

Library Aides (Grandfathered 12/14/2009):

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		16.55	16.97	17.47
1	1.081	.081	17.89	18.34	18.89
2	1.173	.092	19.42	19.90	20.50
5	1.180	.007	19.53	20.02	20.62
7	1.195	.015	19.78	20.27	20.88
9	1.215	.020	20.11	20.61	21.23
14	1.235	.020	20.44	20.95	21.58
18	1.265	.030	20.94	21.46	22.11
25	1.285	.020	21.27	21.80	22.46

Classroom Aides as of May 11, 1998 paid at Aide I Range are "grand parented" to Library Aide Range

Aide:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		15.02	15.39	15.85
1	1.048	.048	15.74	16.13	16.62
2	1.115	.067	16.74	17.16	17.68
5	1.120	.005	16.82	17.24	17.76
7	1.135	.015	17.04	17.47	17.99
9	1.155	.020	17.35	17.78	18.31
14	1.175	.020	17.65	18.09	18.63
18	1.205	.030	18.10	18.55	19.10
25	1.225	.020	18.40	18.86	19.42

Crossing Guards:

Years	Index		2023-2024	2024-2025	2025-2026 2026-2027
0	1.000		14.29	14.64	15.08
1	1.033	.033	14.76	15.13	15.58
2	1.125	.092	16.07	16.47	16.97
5	1.160	.035	16.57	16.99	17.50
7	1.185	.025	16.93	17.35	17.87
9	1.215	.030	17.36	17.79	18.33
14	1.245	.030	17.79	18.23	18.78

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

18	1.275	.030	18.21	18.67	19.23
25	1.295	.020	18.50	18.96	19.53

Paraprofessional Series

Special Education Aide, Attendant and Library Aide as Part of Encore Rotation:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		15.77	16.16	16.65
1	1.081	.081	17.05	17.47	18.00
2	1.173	.092	18.50	18.96	19.53
5	1.180	.007	18.61	19.07	19.65
7	1.195	.015	18.84	19.32	19.89
9	1.215	.020	19.16	19.64	20.23
14	1.235	.020	19.48	19.96	20.56
18	1.265	.030	19.95	20.45	21.06
25	1.285	.020	20.26	20.77	21.39

RBT/BT Aide and RBT/BT Attendant:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		18.51	18.97	19.54
1	1.081	.081	20.01	20.51	21.12
2	1.173	.092	21.71	22.25	22.92
5	1.180	.007	21.84	22.39	23.06
7	1.195	.015	22.12	22.67	23.35
9	1.215	.020	22.49	23.05	23.74
14	1.235	.020	22.86	23.43	24.13
18	1.265	.030	23.41	24.00	24.72
25	1.285	.020	23.78	24.38	25.11

Clerical Series

Secretary:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		20.96	21.48	22.13
1	1.083	.083	22.70	23.27	23.97
2	1.165	.082	24.42	25.03	25.78
5	1.170	.005	24.52	25.14	25.89

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

7	1.185	.015	24.84	25.46	26.22
9	1.205	.020	25.26	25.89	26.67
14	1.225	.020	25.68	26.32	27.11
18	1.255	.030	26.31	26.96	27.77
25	1.275	.020	26.72	27.39	28.21

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

Clerical Series (continued)

Clerk:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		19.90	20.40	21.01
1	1.084	.084	21.57	22.11	22.77
2	1.175	.091	23.38	23.97	24.69
5	1.180	.005	23.48	24.07	24.79
7	1.195	.015	23.78	24.37	25.11
9	1.215	.020	24.18	24.78	25.53
14	1.235	.020	24.58	25.19	25.95
18	1.265	.030	25.17	25.80	26.58
25	1.285	.020	25.57	26.21	27.00

Custodial Series

Head Custodian I:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		22.24	22.79	23.48
1	1.070	.070	23.79	24.39	25.12
2	1.145	.075	25.46	26.10	26.88
5	1.150	.005	25.57	26.21	27.00
7	1.165	.015	25.91	26.55	27.35
9	1.185	.020	26.35	27.01	27.82
14	1.205	.020	26.80	27.47	28.29
18	1.235	.030	27.46	28.15	28.99
25	1.255	.020	27.91	28.61	29.46

Head Custodian II:

Years	Index		2023-2024	2024-2025	2025-2026 2026-2027
0	1.000		21.07	21.60	22.25
1	1.064	.064	22.42	22.98	23.67
2	1.145	.081	24.13	24.73	25.47
5	1.160	.015	24.45	25.06	25.81
7	1.175	.015	24.76	25.38	26.14
9	1.195	.020	25.18	25.81	26.59
14	1.205	.010	25.39	26.03	26.81

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

18	1.235	.030	26.03	26.68	27.48
25	1.255	.020	26.45	27.11	27.92

Custodial Series (continued)

Custodian III:

Years	Index		2023-2024	2024-2025	2025-2026 2026-2027
0	1.000		17.35	17.78	18.31
1	1.081	.081	18.75	19.22	19.80
2	1.173	.092	20.35	20.85	21.48
5	1.180	.007	20.47	20.98	21.61
7	1.195	.015	20.73	21.25	21.88
9	1.215	.020	21.07	21.60	22.25
14	1.235	.020	21.42	21.96	22.62
18	1.265	.030	21.94	22.49	23.16
25	1.285	.020	22.29	22.85	23.53

Maintenance Series

Maintenance Mechanic I/Head Vehicle & Equipment Mechanic:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		25.38	26.01	26.79
1	1.048	.048	26.60	27.26	28.08
2	1.096	.048	27.82	28.51	29.37
5	1.110	.014	28.17	28.88	29.74
7	1.125	.015	28.55	29.27	30.14
9	1.145	.020	29.06	29.79	30.68
14	1.155	.010	29.31	30.05	30.95
18	1.185	.030	30.07	30.83	31.75
25	1.205	.020	30.58	31.35	32.29

Maintenance Mechanic II:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		23.08	23.66	24.37
1	1.069	.069	24.67	25.29	26.05
2	1.141	.072	26.34	27.00	27.81
5	1.150	.009	26.54	27.21	28.02

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

7	1.165	.015	26.89	27.56	28.39
9	1.185	.020	27.35	28.04	28.88
14	1.205	.020	27.81	28.51	29.36
18	1.235	.030	28.51	29.22	30.10
25	1.245	.010	28.74	29.46	30.34

Maintenance Series (continued)

Vehicle & Equipment Mechanic I:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		22.88	23.45	24.15
1	1.069	.069	24.45	25.07	25.82
2	1.141	.072	26.10	26.75	27.56
5	1.150	.009	26.31	26.97	27.77
7	1.165	.015	26.65	27.32	28.14
9	1.185	.020	27.11	27.79	28.62
14	1.205	.020	27.57	28.26	29.10
18	1.235	.030	28.25	28.96	29.83
25	1.245	.010	28.48	29.19	30.07

Maintenance and Grounds I:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		21.71	22.26	22.92
1	1.058	.058	22.97	23.55	24.25
2	1.136	.078	24.67	25.28	26.04
5	1.160	.024	25.19	25.82	26.59
7	1.175	.015	25.51	26.15	26.93
9	1.185	.010	25.73	26.37	27.16
14	1.195	.010	25.95	26.59	27.39
18	1.225	.030	26.60	27.26	28.08
25	1.245	.020	27.03	27.71	28.54

Maintenance and Grounds II:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		21.08	21.61	22.26
1	1.064	.064	22.43	22.99	23.68

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APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

2	1.145	.081	24.14	24.74	25.49
5	1.160	.015	24.46	25.07	25.82
7	1.175	.015	24.77	25.39	26.15
9	1.195	.020	25.20	25.83	26.60
14	1.205	.010	25.41	26.04	26.82
18	1.235	.030	26.04	26.69	27.49
25	1.255	.020	26.46	27.12	27.94

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

Maintenance Series (continued)

Adult Laborer:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		18.46	18.92	19.49
1	1.084	.084	20.01	20.51	21.12
2	1.175	.091	21.69	22.23	22.90
5	1.190	.015	21.96	22.51	23.19
7	1.205	.015	22.24	22.80	23.48
9	1.220	.015	22.52	23.08	23.77
14	1.234	.014	22.77	23.34	24.04
18	1.237	.003	22.83	23.40	24.10
25	1.288	.051	23.77	24.37	25.10

Transportation Series

Bus Driver: *(+ $ 1.00 for handicapped children on handicapped bus without an aide)*

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		23.80	24.40	25.13
1	1.069	.069	25.45	26.08	26.86
2	1.080	.011	25.71	26.35	27.14
5	1.090	.010	25.95	26.59	27.39
7	1.105	.015	26.30	26.96	27.77
9	1.115	.010	26.54	27.20	28.02
14	1.125	.010	26.78	27.45	28.27
18	1.155	.030	27.49	28.18	29.03
25	1.175	.020	27.97	28.67	29.53

On-Board Instructors (OBI) *will be paid from the 25 full-year step for training time.*

Vehicle Driver/Light Truck Driver:

Years	Index		2023-2024	2024-2025	2025-2026/ 2026-2027
0	1.000		18.08	18.53	19.08
1	1.084	.084	19.59	20.08	20.69
2	1.175	.091	21.24	21.77	22.42
5	1.190	.015	21.51	22.05	22.71
7	1.205	.015	21.78	22.33	23.00
9	1.225	.020	22.14	22.70	23.38

APPENDIX B

WAGE RATE SCHEDULES
July 1, 2023-June 30, ~~2026~~2027

14	1.235	.010	22.32	22.88	23.57
18	1.265	.030	22.87	23.44	24.14
25	1.285	.020	23.23	23.81	24.52

APPENDIX C

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

EMPLOYEE REPORT OF INJURY

(To be completed for work-related accidents or incidents of physical or verbal assault[1*])

Part I: Injured Employee's Statement

I, _____, certify that on _____, 20___, at _____ (a.m./p.m.), I sustained the following injury: _____

_____

Date of Occurrence _____ Place of Occurrence: _____

Circumstances leading up to the occurrence: _____

_____

In the case of a physical or verbal assault, describe the person(s) inflicting the assault: _____

_____

Have you had any previous work-related accidents? ☐ Yes ☐ No If yes, when? _____

Name(s) of witnesses to the incident: _____

To whom did you report the incident? _____

Date and time reported: _____

Hospital and/or doctor rendering treatment: _____

In the case of a physical or verbal assault, date the police report was filed: _____
(Please attach a copy of the police report.)

Date of This Report: _____ _____
Signature of Employee

FORWARD TO PRINCIPAL OR SUPERVISOR

PART II: PRINCIPAL OR SUPERVISOR'S STATEMENT

Injury was reported on _____, 20___. Medical treatment (was / was not) required (*circle one)*.

Employee was sent to: _____
(State name and address of doctor and/or hospital)

_____

Did employee require time off? ☐ Yes ☐ No
Dates of absence: _____ Date returned to work: _____

_____
Principal or Supervisor's Signature

FORWARD TO THE ASSISTANT SUPERINTENDENT'S OFFICE

[1*] A verbal assault is defined as a threat of physical injury that is direct, specific, and plausible.

APPENDIX D-1

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

SICK LEAVE POOL DONATION FORM

If you would like to donate a sick day, please complete the form below and forward it to the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) President or your building representative by October 31st. The donation is irrevocable.

Thank you for caring for the needs of a fellow member

SICK LEAVE POOL DONATION FORM

I, _____, wish to donate
(Please print your name)

one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

_____ _____

Signature Date

_____

Building

This form should be sent directly to the WESPA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WESPA President. Days are used for life threatening illness or catastrophic injury only.

APPENDIX D-2

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

SICK LEAVE POOL DONATION FORM FOR USE WHEN THE SICK LEAVE POOL BALANCE FALLS BELOW $15,000.00

If you would like to donate to the sick leave pool, please complete the form below and forward it to the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) President or your building representative by _____. The donation is irrevocable.

Thank you for caring for the needs of a fellow member.

SICK LEAVE POOL DONATION FORM

I,_____,wish to donate
(Please print your name)

_____ day(s) of sick leave to the Wadsworth City Schools Sick Leave Pool.

_____ _____
Signature Date

_____
Building

This form should be sent directly to the WESPA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WESPA President. Days are used for life threatening illness or catastrophic injury only.

APPENDIX D-3

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

SICK LEAVE POOL APPLICATION FORM

If you would like to use sick days, please complete the form below forward it to the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) President.

SICK LEAVE POOL APPLICATION FORM

I, _____, wish to use _____ days*
(Please print your name) *(Print number)*

of sick leave from the Wadsworth City Schools' Sick Leave Pool.

_____ _____
Signature Date

_____
Building

Attach your doctor's certificate to this form.

(Leave is for life threatening illness or catastrophic injury only.)

_____

***Please note that the** leave must be applied for and used in increments of 10 days with a maximum of 50 days.

APPENDIX D-4

WADSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION OEA/NEA

SICK LEAVE POOL APPROVAL FORM

_____has requested _____ days of sick
(Name of Member) (No. of Days)

leave from the Sick Leave Pool. As _____has met
(Name of Member)

each of the criteria set forth in Section 8.01(E)(4) of the Agreement, the request is approved.

_____ Date: _____
(Signature of WESPA President)

Verification of Eligibility for Processing:

_____ Date: _____
(Signature of Superintendent)

APPENDIX E

Classification Series

Clerical Series

- Secretary
- Clerk

Custodial Series

- Head Custodian I
- Head Custodian II
- Custodian III

Cafeteria Series

- Manager
- Asst. Manager
- Baker/Cook
- Helper
- Light Driver

Aide Series

- Aides
- Crossing Guards

RBT Series

- RBT/BT Aides
- RBT/BT Attendants

Paraprofessional Series

- Special Education Aides
- Special Education Attendants

Maintenance Series

- Maintenance Mechanic I
- Maintenance Mechanic II
- Maintenance/ Grounds I
- Maintenance/ Grounds II
- Adult Laborer

Transportation Series

- Bus Driver
- Vehicle Driver
- Vehicle/Equip Head Mech I
- Vehicle/Equip Mech I

Special Education Aides in their position as of July 1, 2014 will be able to bump into the Aide Series if their Special Education Aide position is reduced according to Article XII of this agreement. Special Education Aides hired into their position after July 1, 2014 will not have this right.

Health Services Series

- Health Aides

APPENDIX F

WADSWORTH CITY SCHOOLS

HEALTHCARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Wadsworth City School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions:

_____
_____
_____
_____

_____
Healthcare Provider Name
Please print or type

_____
Signature Date

_____
Telephone Number

Please return this form to:

Wadsworth City Schools
Treasurer's Office
524 Broad Street
Wadsworth, OH 44281

APPENDIX G

Wadsworth City Schools
Classified Staff Absence Request

Print Name:_____ Bldg. _____ Position _____

€ Personal Leave – unrestricted	€ Unpaid Leave, long term	€ Assault Leave
	€ Jury Duty	€ Military Leave
€ Vacation		
	€ Unpaid Childcare Leave	€ Negotiation Leave
€ Attendant/Vehicle Driver Unpaid Leave	€ Adoption Leave	€ Association Leave
€ Unpaid Leave, short term	€ Summons/Subpoena Leave	

Dates of Requested Absence:

From Date: _____ To Date: _____ TOTAL: _____

Times of Requested Absence:

From Time: _____ To Time: _____ TOTAL: _____

Total Number of Hours of Requested Absence: _____

Reason for Absence Request: MANDATORY for any Unpaid Leaves, or any Personal Leave that falls within restriction definitions noted on reverse side:

_____

I certify that the above facts are a true and accurate depiction of my absence request:

Signature:_____ Payroll ID #: _____

Date Submitted: _____

Approvals:		**Approved:**	
Immediate Supervisor: _____	€ Yes	€ No	
Sub Required?	€ Yes	€ No	€ N/A
Business Office: _____	€ Yes	€ No	
Superintendent Req'd? _____	€ Yes	€ No	€ N/A
Board Action Date: _____	€ Approved	€ Declined	€ N/A

Please remember: original with all required signatures must be attached to timesheet.

APPENDIX G

Wadsworth City Schools
Classified Staff Absence Request Guidelines

Personal Leave: As per Section 8.02; five days' notice required. Available in quarter-hour increments. It is understood a member will not use personal leave:

1—the first or last week of school;
2—two (2) days before the first student day of school;
3—the day before or after a paid holiday, extended weekend, or unpaid break;
4—to extend a vacation;
5—performing or seeking other employment.
6—not more than ten percent (10%) of the classification within one (1) building or one (1) bargaining unit member (whichever is greater), or not more than ten percent (10%) of the bargaining unit members in a classification not tied to a building, of those entitled to personal leave may take it on any one day, and leave may be denied if necessary to insure sufficient members are available to work in a classification.

Note: With the approval of the Superintendent, an exception may be made to paragraphs 1 through 6 above. The bargaining unit member must provide documentation to the Superintendent for consideration.

Vacation: As per Section 6.11, and the benefits associated with your position. Available in quarter-hour increments. Email requests must be submitted three workdays in advance to the immediate supervisor unless waived by the administration. Up to five single day vacations are permitted with one workday email notice to the immediate supervisor. This form must still be submitted at the time of the email request.

Attendant/Vehicle Driver Unpaid Leave: As per Article XI; for use when special education students do not report to school.

Unpaid Leave Short-Term: As per Section 8.03.A; up to ten days possible.

Unpaid Leave Long-Term: As per Section 8.03.B; anything more than ten days and up to two years possible, and requires board action.

Jury Duty: As per Section 8.06; please attach copy of court-issued proof of serving.

Unpaid Childcare Leave: As per Section 8.05; for care of newborn or adopted child not yet of school age. Up to 24 months from date of birth.

Adoption Leave: As per Section 8.04; for use for adoptions inside/outside the United States.

Summons/Subpoena Leave: As per Section 8.07; for use in court-related absences.

Assault Leave: As per Section 8.08; for use when employee has disability due to work-related assault.

Military Leave: As per Section 8.11; employees engaged in military service.

Negotiation Leave: Per Article 3; for use during contract negotiations.

Association Leave: As per Section 5.02; for use when conducting Union business.

Your Summary of Benefits



APPENDIX H

Wadsworth City Schools – Base Plan
Blue Access® (PPO)
Effective 07/01/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$1,000/$1,600
Out-of-Pocket Limit (Single/Family)	$1,250/$2,500	$3,400/$6,800
Physician Home and Office Services (PCP/SCP) **Primary Care Physician (PCP)/** **Specialty Care Physician (SCP)** Including Office Surgeries and allergy serum: □ allergy injections (PCP and SCP) □ allergy testing □ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$20/$20 20% 20% 20%	30% 30% 30% 30%
Preventive Care Services □ Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No cost share	30%
Emergency and Urgent Care **Emergency Room Services** □ **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** □ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products □ Allergy injections □ Allergy testing	$100 $25 20% 20% 20%	$100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: □ Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	30%
Blue 8.0 500 Series		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensees of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

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Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: □ 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) □ 180 days for skilled nursing facility	20%	30%
Outpatient Surgery Hospital/Alternative Care Facility □ Surgery and administration of general anesthesia	20%	30%
Other Outpatient Services including but not limited to: □ Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. □ Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined) □ Durable Medical Equipment, Orthotics and Prosthetics □ Physical Medicine Therapy Day Rehabilitation programs □ Hospice Care □ Ambulance Services	20% 20% 20%	30% 20% 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) □ Physician Home and Office Visits (PCP/SCP) □ Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: □ Cardiac Rehabilitation Unlimited □ Pulmonary Rehabilitation Unlimited □ Physical Therapy: 60 visits □ Occupational Therapy: 60 visits □ Manipulation Therapy: 12 visits □ Speech therapy: 20 visits □ Teledoc (Live Health Online)	 $20/$20 20%	 30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%

Behavioral Health: **Mental Illness and Substance Abuse[2]** ▫ Inpatient Facility Services ▫ Physician Home and Office Visits (PCP/SCP) ▫ Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% $20 20%	 30% 20% 20%
Human Organ and Tissue Transplants[3] ▫ Acquisition and transplant procedures, harvest and storage.	20%	30%

Covered Benefits	Network	Non-Network
Prescription Drugs **Network Tier structure equals 1/2/3** • **Network Retail Pharmacies:** (30-day supply) • **Home Delivery Service:** (90-day supply) Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap	 $10 generic/$20 preferred brand/$30 Non-preferred generic & brand $25 generic/$50 preferred brand/$70 Non-preferred generic & brand Rx OOP Max: $6,525 Single/$13,050 Family	 50%, min $30[5] Not covered

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). Prescription drug cost shares have a separate out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Plan to exclude for elective abortions.

[2] We encourage you to review the Schedule of Benefits for limitations.
[3] Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
[5] Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date 4/26/2017

APPENDIX I

DELTA DENTAL®

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits For
Group# 1151-5000, 5091
Wadsworth City Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio
Benefit Year – January 1 through December 31
Covered Services –

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve Pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered Service for people under age 16.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.

APPENDIX I

- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age 19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.
- Four periapical and two occlusal X-rays are payable per calendar year.
- Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period. Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
- Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
- Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12- month period. Chairside reline and rebase of dentures are payable once in any calendar year. Lab reline and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
- Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
- Implants and implant related services are payable once per tooth in any five-year period.
- Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $3,000 per person total per Benefit Year on all services except orthodontics. $1,500 per person total per lifetime on orthodontic services.

Deductible – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.
The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

Eligible People – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

APPENDIX J

MEMORANDUM OF UNDERSTANDING

TWO-HOUR DELAY SCHEDULE

This Memorandum of Understanding ("MOU") is entered into this 14th day of September, 2012 between the Wadsworth City School District Board of Education ("Board") and the Wadsworth Education Support Personnel Association ("the Association") regarding the establishment of a two hour delay under Article VI of the Negotiated Agreement between the Board and the Association. The language below shall be added to Article 6.09 – Calamity Days.

In the event of a delayed start or early release due to a District-wide or building calamity, bargaining unit members (with the exception of bus drivers and bus aides) are expected to report and work their regularly assigned hours at their regular rate of pay, unless directed otherwise. Bus drivers and bus aides will report per the delayed start (i.e., two hours after the normal time). The affected members may be required to perform work within their respective job classifications and/or receive in-service or training opportunities during those work hours.

Bargaining unit members will not be reprimanded if adverse weather conditions prevent them from reporting at the regularly scheduled time on days where there is a delayed start or early release of students. If a member is delayed in their arrival due to adverse weather the member shall make arrangements with his/her immediate supervisor to make up the missed time. Members who are directed not to report to work shall do so without any loss of pay.

In the event a delayed start turns into a District-wide calamity day, bargaining unit members who are sent home shall receive a minimum of two (2) hours pay at their regular hourly rate (straight time).

WADSWORTH BOARD OF EDUCATION

_____ _____

Dale Fortner, Superintendent Date

WESPA

_____ _____

JoNell Fox, President Date

Consensus Statements

A consensus statement is a mutual agreement by the parties to faithfully execute an agreement, that while is not part of the ratified language is deemed to be essential to both parties and to their commitment moving forward.

Consensus Statement: Technology – Communication with Students and Families/Social Media

During the negotiations process of 2017 the parties discussed the following:

Individuals today are deeply engaged in electronic forms of communication for their daily interactions with friends, family and their larger social networks. As educators, we too have turned to email, websites, blogs, text messaging, and use of social media websites such as Twitter, Facebook, and others to communicate with similar groups. Whereas these forms of communications are dynamic, mobile, and quickly reach their audience through technologies that have become an integral part of our online lives, they may, in many circumstances*, not meet the public and professional standards for communicating with students.*

The guidelines outlined in this Consensus Statement are designed to:

1. Protect the students, staff, and the District;
2. Raise awareness of acceptable ways to use electronic communication tools when communicating with students and families; and
3. Raise awareness of the positive and negative outcomes that may result in using these tools with students.

With these things in mind, the following guidelines have been established:

Electronic communication with students and families should always be **T**ransparent, **A**ccessible and **P**rofessional as defined below:

1. **The communication is transparent.** – ALL electronic communication between staff and students and families should be transparent. As a public-school district, we are expected to maintain openness, visibility and accountability with regards to all communications.
2. **The communication is accessible.** - ALL electronic communication between staff and students and families should be considered matter of public record, part of the District archives, and/or may be accessible by others, including law enforcement authorities, ***even if the communication takes place on a personal device***.
3. **The communication is professional.** – **ALL** electronic communication from staff to student should be written as a professional representing Wadsworth City Schools. This includes word choices, tone, grammar and subject matter that model the standards and integrity of our school district. Staff members should always choose words that are courteous, conscientious, and generally businesslike in manner.

If your communication meets all three of the criteria above, then it is likely that the methods of communicating with students that you are choosing are appropriate and acceptable.

ACCEPTABLE COMMUNICATIONS METHODS

Progress Book - Teachers will be able to communicate directly with students and parents regarding information related to real-time grades, attendance, comments, assignments, and much more right from their grade books.

District Email - Use of District email is always a very appropriate way to communicate directly with students and parents for school-related information. District email provides the staff member with a record of the communication. For this reason, only the district-provided email system should be used.

School Websites - The use of these District-provided tools is strongly encouraged. Their accessibility is ubiquitous and their content is highly transparent.

MOODLE, GOOGLE CLASSROOM, (or similar websites) - With Moodle, Google Classrooms and other similar websites, teachers can provide some of the same types of communication that commercial social media websites provide while also providing access to your curriculum beyond your classroom walls. These sites allow for effective online learning by supporting online discussions, secure chat rooms, online delivery of assessments, and the sharing of documents, images and other media, all in a secure, password protected environment housed entirely on District equipment. All of the content is backed up and directly accessible. Unlike Facebook, such websites meet all three of the TAP criteria detailed above.

LESS ACCEPTABLE COMMUNICATION METHODS

Text Messaging - Nearly every student has a cell phone today and use of text messaging is rising sharply. This form of communication is typically between individuals and highly personal. If a teacher/coach/sponsor plans to use texting for immediate and urgent contact with students/team members, they must be *transparent* about such use. He/she must make parents aware at the beginning of the school year or season that he/she may use texting to communicate with students. If the teacher/coach/sponsor is using his/her personal cell phone, parents will have the opportunity to opt their child/children out of receiving text messages from the teacher/coach/sponsor.

Staff members should be aware that text messaging between a staff member and an individual student can easily be misinterpreted by a student, parent, district personnel, or the police. Since texting is such a quick and convenient way of communication, a simple message may lead to an extended texting conversation that can get "off topic".

When texting a Wadsworth student/s while the bargaining unit member is performing job related duties as an employee of the District an app, such as Remind, should be used so that the staff members personal cell-phone number doesn't appear. Such apps also allow for appropriate safeguards to be set up for the texting conversations that must occur (hours permitted, ability for the recipient to respond to, or initiate, a conversation, etc.).

The Board will explore the purchase of mobile phones, to be used on field trips by teachers.

UNACCEPTABLE COMMUNICATIONS METHODS

Non-District Email Accounts – Bargaining unit members/Coaches should never use personal email accounts to communicate with students about school matters.

Online Games and Related Activities – While many people enjoy a variety of gaming systems (Wii, Xbox, etc.) and recreational websites that allow them to compete with others through the Internet, it is recommended that no staff member will knowingly engage in online games or related activities with students who the bargaining unit member only has contact as a result of his/her employment with the District.

USING SOCIAL MEDIA SITES (FACEBOOK, TWITTER, INSTAGRAM, ETC.)

Staff members who are presently using Social Media sites to communicate with friends, family and their personal networks, should ensure that their privacy settings are set to "Only Friends." If the "Friends of Friends" or "Networks and Friends" settings are used, staff members open their content to a much larger group of people, including students and parents.

Teachers should use common sense and good judgment when interacting/communicating with Wadsworth students on social media sites. The wall between the role of a public educator and personal friendships with students should always be visible and strongly communicated.

Wadsworth City School District Board of Education Policies, Administrative Guidelines and the Licensure Code of Professional Conduct for Ohio Educators

Staff members are reminded that there are a number of Wadsworth City School District Board of Education policies and administrative guidelines that address appropriate communication with parents and students. In addition, staff members are reminded that the Ohio Department of Education's *Licensure Code of Professional Conduct for Ohio Educators* contains guidance on appropriate communications and relationships with students.

Consensus Statement: Pre-Employment Drug Testing

The concept of pre-employment drug testing for bargaining unit positions was discussed during collective bargaining in February and March of 2017. Both the Wadsworth Education Association and the Wadsworth Educational Support Personnel Association have stated that the issue does not need to be collectively bargained because the individual/s under consideration for drug testing are not current members of either bargaining unit. It is understood the Wadsworth City School District Board of Education may decide to move forward with pre-employment drug testing for bargaining unit positions under the understanding contained within this consensus statement.

It is recognized that applicants for any bargaining unit position/s may be subject to drug testing after they are offered a job, but before their employment has commenced, with the Board of Education.

If the initial drug screening shows a confirmed positive result for which there is no current physicians prescription, a second confirming drug test will be required by the Board.

If a second confirmed positive result is returned, any job offer, even if employment with the Board has begun, will be revoked by the Board of Education.

This pre-employment drug testing in no way impacts bargaining unit members of either bargaining unit employed prior to July 1, 2017.

This consensus statement does not apply to current or future transportation employees in relation to state and/or federal requirements for drug and alcohol testing of CDL license holders, as detailed in Wadsworth City School District Board of Education Policy 4162, Drug and Alcohol Testing of CDL License Holders.

Consensus Statement: Preservation of Fair Share Fee Language

This is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31, 585 U.S. (2018)* and will not be implemented, but is preserved should the law change in future years.

5.01F Fair Share Fee

1. Right to Fair Share Fee

   a. Payroll Deduction of Fair Share Fee

      The Board shall deduct from the pay of members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

   b. Notification of the Amount of Fair Share Fee

      Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about January 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

   c. Schedule of Fair Share Fee Deductions

      1) Payroll deduction of such annual Fair Share Fees shall begin at the first pay date of February except that no Fair Share Fee deductions shall be made for members employed after January 1 until the second paycheck, which period shall be the required probationary period of newly employed members.

      2) Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the

former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

d. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each month.

e. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

f. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

g. Indemnification of Employer

1) If an employee files an action to contest payment of the service fee, the Board shall pay the money into an escrow account pending resolution of the suit.

2) The Association on behalf of its members and the OEA and NEA agrees to indemnify the Board, including each of its members, officers, employees and agents in both their individual and official capacities, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

(a) The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a nonmember for which indemnification may be claimed;

(b) The Association shall reserve the right to designate counsel to represent and defend the Board;

(c) The Board agrees to (i) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (ii) permit the Association or its affiliates to intervene as a party if it so desires, and/or (iii) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

(d) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if

the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.

(e) In the event the Board elects to choose its own counsel, the Association shall have no obligation to reimburse the Board for attorney fees. However, the Association shall still be obligated to reimburse the Board for any judgment against it if a Court finds that the collection of the service fee or the rebate procedure or application of it was unlawful.

Consensus Statement: Mentor/Shadowing

Whenever possible, the Board and Association agree that offering an employee new to a position the opportunity to shadow an employee currently in the said position and/or to be provided with a mentor is best practice and is desired.

Consensus Statement: Global Positioning System (GPS)

The installation of a Global Positioning System (GPS) on each transportation vehicle and bus will provide benefits to the drivers, mechanics, parent/guardian(s) and administration. While the GPS will collect various types of data (e.g., speed of vehicle, location), it is not the intent to have an employee actively monitoring the data with the intention to discipline drivers. Not only is this not the intent, this will not occur. GPS data may be reviewed and used as the result of an allegation or incident (e.g., accident). Representatives of the Association and/or the Board may request to meet at any time to discuss the current use of the GPS.

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 27th day of March 2023, pursuant to Article XIX, Definitions of Agreement, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, Article 19.10, Classification Seniority, states the following:

"*Classification seniority shall be defined as the first day an employee is assigned into a classification while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward classification seniority. Time spent on unpaid leaves of absence shall not count towards the accrual of classification seniority.*"

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District").

NOW, THEREFORE, the Board and the Association agree as follows:

1. In an effort to clarify how seniority works if a bargaining unit member previously worked within a classification and then returns to the same classifciation through the bid process (Article X), without ever breaking district seniority (Article XII), the Classification Seniority definition found in Article 19.10 will be revised, as follows:

   "Classification seniority shall be defined as the first day an employee is assigned into a classification while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward classification seniority. Time spent on unpaid leaves of absence shall not count towards the accrual of classification seniority. If an employee returns to a classification per Article X without breaking district seniority (Article XII), the employee will be given credit toward classification seniority for all previous years worked in the classification."

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____
Mia O'Connor, President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 13th day of April 2023, pursuant to Article VI, Pay Procedure, and Appendix B, Wage Rate Schedules, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District").

NOW, THEREFORE, the Board and the Association agree as follows:

1. Special Education Aides and Special Education Attendants who are required to transport students in a school transportation vehicle as part of their job responsibilities will be paid an additional $2.80 per hour (in addition to the member's regular hourly pay) for the time that they are driving the transportation vehicle. The Association member will need to note the times they spend driving on the member's timesheet to make sure the member is paid appropriately.

   As an example, if an Association member's regular hours are 8:00-2:30 p.m. and the member transports students in a school transportation vehicle during those hours, the pay would be as follows:

Time:	Responsibilities:	Pay:
8:00-9:00 a.m.	Driving students to job site	Regular aide pay plus $2.80/hour
9:00-1:30 p.m.	With student on job site	Regular aide pay
1:30-2:30 p.m.	Driving students back to school	Regular aide pay plus $2.80/hour

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____
Mia O'Connor, President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 2nd day of October 2023, pursuant to Article XI, Pay Procedure, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District"); and, whereas 6.06, Increments, states the following:

"*Increments will be made annually provided the member has been paid one hundred twenty (120) or more days in the previous year in a bargaining unit position or to a member whose bargaining unit position is scheduled for less than one hundred twenty (120) days per year. Such increments will be made a step at a time for all members below the maximum rate of pay for the job classification being performed. Required changes in increments will become effective the first regular pay period after July 1. When a member moves to a new job at a higher range, he/she will receive up to five (5) years of service credit or the next highest step that will give him/her an increase in pay. When a member moves to a new job at a lower pay range, he/she will receive credit towards placement on the applicable salary schedule for all years worked in the classification series.*"

NOW, THEREFORE, the Board and the Association agree as follows:

1. The last sentence of 6.06, as written above, will be replaced with the following:

   "When a member moves to a new job at a lower pay range, the member will receive up to five (5) years of service credit for employment within the Wadsworth City School District toward placement on the applicable salary schedule or credit for all years worked in the classification series."

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____
Michael Burkhart, President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 20th day of June 2024, pursuant to Article VI, Pay Procedure, and Appendix B, Wage Rate Schedules, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District").

NOW, THEREFORE, the Board and the Association agree as follows:

1. As previously noted in memorandums of understanding entered into between the Association and the Board (January 7, 2022 and June 30, 2022), the Board recognizes that due to the shortage of substitute teachers, some classifications of Association members (aides, special education aides, special education attendants, RBT aides, and RBT attendants) are being asked to supervise a classroom of students due to the lack of a substitute teacher. While the supervision of students falls within the job description of the said Association members, and while the said Association members are under the supervision and direction of a teacher (as defined in Ohio Revised Code 3319.09) per Ohio Revised Code 3319.088, the frequency with which this type of scenario is occurring is increasing. It is also recognized that the solution implemented as a result of the said memorandums of understanding have helped the Board address the substitute teacher shortage.

   As a result, the Board approved the following resolution at their June 10, 2024 meeting:

   "*Recommendation to approve the following resolution to Permanently Expand Employment of Substitute Teachers beginning in the 2024-2025 school year:*

   > *Pursuant to the 135th Ohio General Assembly's House Bill 33, the Wadsworth City School District Board of Education authorizes the employment of substitute teachers, as needed, who do not hold a post-secondary degree, as otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3301.071, 3319.226, 3319.30, and 3319.36, Ohio Administrative Code Section 3301-23-44, and/or Board Policy, provided that all other applicable requirements and procedures, including but not limited to successful completion of a criminal background check, successful completion of pre-employment drug test, and evidence of a substitute teaching license issued by the Ohio State Board of Education, have been satisfied."*

   Association members listed in the classifications stated above who apply for and receive from the State Board of Education a temporary, non-bachelor's degree substitute teacher license, will be reimbursed by the Board for the cost of the said substitute teacher license when an Association Member submits the receipt of payment to the member's supervisor.

   The Board will pay an Association member who has a substitute teaching license and who fills in as a substitute teacher during the Association member's regular work hours an additional (in addition to the member's regular hourly pay) five dollars ($5.00) per hour for the period of time the Association member is filling in as the substitute teacher.

The Association member will need to note when the member is performing the duties as outlined in this MOU on the member's timesheet to make sure the member is paid appropriately.

In situations where an aide (not special education aide, special education attendant, RBT aide, or RBT attendant) is being pulled from another location to cover a classroom, if there is more than one (1) aide available within the building to cover the classroom, the principal will rotate which aide is selected to provide the coverage so all aides receive an equal opportunity as openings for coverage arise.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____

Michael Burkhart, President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 4th day of November 2024, pursuant to Article VIII, Leave Provisions, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District").

WHEREAS, Article 8.01A states the following:

"Members shall accrue sick leave at (1 1/4) times the average scheduled hours worked per week divided by five (5). Sick leave shall be charged as it is used in minimum increments of one quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. Members in the transportation series will be charged leave to the minute used, not in one-quarter (1/4) hour increments. The state-mandated accumulation of fifteen (15) days per year remains in effect. A member shall receive notification of his/her accumulated sick leave with each pay. A member who has not yet accumulated sufficient sick leave or who has exhausted sick leave and personal leave shall be credited up to five days of sick leave."

NOW, THEREFORE, the Board and the Association agree as follows:

1. Article 8.01A will be revised as follows:

   "*Members shall accrue sick leave at (1 1/4) times the average scheduled hours worked per week divided by five (5). Sick leave shall be charged as it is used in minimum increments of one quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. Members in the transportation series will be charged leave to the minute used, not in one-quarter (1/4) hour increments. The state-mandated accumulation of fifteen (15) days per year remains in effect. A member shall receive notification of his/her accumulated sick leave with each pay. A member who has not yet accumulated sufficient sick leave or who has exhausted sick leave ~~and personal leave~~ shall be credited up to five days of sick leave.*"

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____
Michael Burkhart, President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 21st day of March 2025, pursuant to Article XII, Reduction in Force, and Article X, Assignment & Changes of Assignment of Personnel, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District").

NOW, THEREFORE, the Board and the Association agree as follows:

1. Per the email notice provided to Mr. Michael Burkhart, Association President, and Mr. Steve Bock, Vehicle & Equipment Mechanic 1, on March 11, 2025 (see below for the full email), the Board will be implementing a partial reduction in force, per Section 12.01 of the *Collective Bargaining Agreement.*

   March 11, 2025 Email:

   "*Mr. Burkhart and Mr. Bock,*

   Pursuant to Section 12.01 of the Collective Bargaining Agreement, and our previous conversations, I am providing you with written notice of our intention to implement a partial reduction in force in the Vehicle & Equipment Mechanic 1 classification. As there is only one (1) employee in the said classification, there should be no need to review the seniority list, as described in the Agreement.

   Our intention is to implement the partial reduction in force, effective Monday, June 23, 2025. The partial reduction in force will reduce the said position from two hundred and sixty (260) scheduled work days to two hundred and forty days (240) scheduled days in a work year. Mr. Bock will continue to be eligible for insurance benefits, per Section 7.01 of the Agreement.

   I plan to recommend the partial reduction in force to our Board of Education at their April 14 meeting.

   If you have any questions or if you would like to meet to discuss this further, please let me know.

   Andy"

2. While the basis for the partial reduction in force is financial, per the financial challenges identified in the most recent Board-approved five (5)-year financial forecast, the partial reduction in force also aligns with the expressed interest of Mr. Bock, through conversations with WESPA leadership and Mr. Bock, and with the needs of the Board, after careful examination of the Vehicle & Equipment Mechanic 1 job responsibilities.

3. When Mr. Bock vacates the Vehicle & Equipment Mechanic 1 job, the Board will post the position as a two hundred and sixty (260) day position.

4. The posting of the position when Mr. Bock vacates it as a two hundred sixty (260) day position in no way limits or removes the Board's ability to enact a future reduction in force to the Vehicle & Equipment Mechanic 1 classification, or to any other classification covered in the Agreement, per the process identified in Article XII of the Agreement and applicable provisions of the Revised Code.

5. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year or for any other classification covered under the Agreement.

6. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____

Michael Burkhart, President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 3rd day of September 2025, pursuant to 2.04, New Classifications; 9.05, Job Description; Appendix B, Wage Rate Schedules; and Appendix E, Classification Series, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District").

NOW, THEREFORE, the Board and the Association agree as follows:

1. A new classification, titled Head Maintenance Mechanic, will be created. The job description for the said position can be found in Appendix 1 of this MOU.

2. The wage rate schedule for the Head Maintenance Mechanic position for the 2025-2026 work year will be as follows:

Head Maintenance Mechanic

Years	Index		2023-24	2024-25	2025-26
0	1.000		[redacted]		28.94
1	1.048	.048			30.33
2	1.096	.048			31.72
5	1.110	.014			32.13
7	1.125	.015			32.56
9	1.145	.020			33.14
14	1.155	.010			33.43
18	1.185	.030			34.30
25	1.205	.020			34.88

3. Appendix E will be modified to include the Head Maintenance Mechanic position as found in Appendix 2 of this MOU.

4. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

For the Wadsworth City School District Board of Education

Michael Burkhart, President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 2nd day of December 2025, pursuant the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District");

NOW, THEREFORE, the Board and the Association agree as follows:

1. For purposes of salary schedule placement, a bargaining unit member who has previously been employed by the Board and has taken service retirement under an applicable state retirement system (known hereunder as a previously retired employee or "PRE") will be given up to five (5) years of experience when placed on the applicable wage rate schedule. The PRE shall remain at the initial placement step for the remainder of his or her employment with the Board. The PRE must have retired from all of his/her positions to be eligible for this provision.

2. PRE's shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without the requirement for any performance evaluation and without any requirement of notice (written or otherwise) of non-renewal.

3. PRE's may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

4. For purposes of layoff, PRE's shall not accrue seniority and shall have no right of recall in any position.

5. PRE's shall not carry over any accumulated and unused sick leave from prior employment within the Wadsworth City School District.

6. Once employed as a PRE, a member shall have no further eligibility for any retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRE.

7. PRE's shall not be eligible to participate in the Board's insurance program offered to Association members under Article VII, Group Insurance, unless they are ineligible to participate in the applicable state retirement system's health plan. If, however, a PRE is eligible for coverage under a health plan provided by his/her spouse's employer or retirement plan (either with or without premium contributions), he/she shall remain ineligible under the District plan. PRE's who are ineligible for District coverage under this section are not permitted to participate in the District plan at their own expense.

8. Prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired. Re-employment of previously retired employees is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRE shall not be subject to the grievance or arbitration provisions of this Agreement. PRE's are not given any consideration in the filling of vacancies.

9. Except as otherwise modified or limited by the provisions of this memorandum of understanding (either expressly or implied), PRE's shall have the same rights and responsibilities as other bargaining unit members.

10. All employment of PRE's shall be subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position.

11. The parties intend for the provisions of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. These include, but are not limited to, ORC Sections 9.90, 9.901, 124.39, 3317.12, 3319.081, 3319.083, 3319.141, and 3319.172.

12. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Educational Support Personnel Association OEA/NEA

_____

Michael Burkhart, President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

Memorandum of Understanding

High Deductible Health Plan (HDHP) Offering

Between the Wadsworth Board of Education and the Wadsworth Education Support Personnel Association

The Wadsworth Board of Education and the Wadsworth Education Support Personnel Association mutually agree to offer a voluntary High Deductible Health Plan (HDHP), in accordance with minimal IRS deductibles, to bargaining unit members under the following:

1. Effective Date

- Effective **January 1, 2027**, the Board shall offer a High Deductible Health Plan (HDHP) in addition to the traditional PPO plan currently available to members.

2. Open Enrollment

- A second open enrollment period shall be offered in the **Fall of 2026** to allow members the opportunity to elect coverage under the HDHP effective January 1, 2027.

3. Premium Structure

- The total monthly premium for the HDHP shall be approximately **16% less** than the traditional PPO plan.
- The employee share of the monthly HDHP premium shall be;
    - Single 5% (employer share 95%)
    - Family 2% (employer share 98%)
- (For reference, the current negotiated employee premium share for the PPO plan is 9% single / 6% family)

4. Health Savings Account (HSA)

A. Establishment of HSA:

- Members who elect coverage under the HDHP shall be enrolled in a Health Savings Account (HSA).
- HSA funds shall roll over from year to year and remain the property of the employee (even after termination of employment with the Wadsworth City Schools).

B. Employee Contributions:

- Participating members may make voluntary pre-tax contributions to their HSA, subject to IRS limits.

C. Employer Contributions:

- In the first year (CY 2027), the Board will make a contribution of $300/single or $600/ family to the employees' HSA.
- Section 6.02 of the negotiated agreement shall be amended to include an employer HSA contribution (in lieu of contributions to a Health Reimbursement Account (HRA)) for members participating in the HDHP.
- The Board shall contribute **annually** to the HSA as follows:
    - **$50 (single) / $100 (family)** per screening for participation in the biometric screening as outlined in Section 6.02.
    - Maximum annual employer contribution:

	CY 2027	Subsequent Years
Single	**$500**	**$200**
Family	**$1,000**	**$400**

5. Summary of Benefits

- A plan comparison document is attached.
- The “3400 HDHP” column summarizes the benefits provided under the HDHP option.

Plan Comparison

Medical & Pharmacy Benefits *Plan Name* *Plan Type*	**Current Plan** *Plan A* *PPO*	**Comparison Plan** *3400 HDHP* *PPO*
HSA/HRA Employer Contribution		
Annual Contribution	Variable	Variable
In-Network		
Annual Deductible	$250 / $500	$3,400 / $6,800
Individual Deductible in Family Tier	Embedded	Embedded
Coinsurance (member pays)	20%	0%
Out-of-Pocket Maximum	$1,250 / $2,500	$3,400 / $6,800
Individual Out-of-Pocket in Family Tier	Embedded	Embedded
PCP Office Visit	$20 copay	0% after deductible
Specialist Office Visit	$20 copay	0% after deductible
Urgent Care	$25 copay	0% after deductible
Emergency Room	$100 copay	0% after deductible
Hospital Inpatient	20% after deductible	0% after deductible
Outpatient Surgery	20% after deductible	0% after deductible
Out-of-Network		
Annual Deductible	$1,000 / $1,600	$6,800 / $13,600
Coinsurance (member pays)	30%	40%
Out-of-Pocket Maximum	$3,400 / $6,800	Unlimited
Prescription Drug		
Annual Deductible	None	Integrated with Medical Ded.
Out-of-Pocket Maximum (OOP)	$7,950 / $15,900	Integrated with Medical OOP
Retail		
Generic Formulary / Tier 1	$10 copay	0% after deductible
Brand Formulary / Tier 2	$20 copay	0% after deductible
Non-Formulary Brand / Tier 3	$30 copay	0% after deductible
Mail Order	2.5x	Same as Retail

LAW FIVE ASSIGNING, LLC
Zachary Bastin – OHSAA Assigner
Email: [redacted]

HIGH SCHOOL SOCCER OFFICIALS ASSIGNMENT AGREEMENT

2026–2027 School Year

This Agreement is entered into between:

School / School District / Conference: _____

("Party")

and

Law Five Assigning, LLC
("Assigner")

The Party agrees to retain the Assigner to provide soccer official assigning services for the 2026–2027 interscholastic soccer season under the following terms and conditions:

1. Assigning Fee
The Assigner's base fee for scheduling shall be $3.25 per assigned position for all Varsity, Junior Varsity, Freshman, and Middle School contests.

2. Contract Requirement
This Agreement must be signed and submitted before scheduling begins. No officials will be assigned until a signed 2026–2027 contract is on file.

3. Authorized Personnel for Schedule Changes
Name: _____
Title: _____
Phone: _____

Name: _____
Title: _____
Phone: _____

4. Schedule Changes & Change Fees
Beginning August 15, 2026, any game changes will incur a $6.00 fee per game.

Cancellations, additions, or changes in date, time, or site must be communicated immediately to the Assigner and assigned officials.

LAW FIVE ASSIGNING, LLC
Zachary Bastin – OHSAA Assigner
Email: [redacted]

Cancellations occurring within twenty-four (24) hours of the scheduled start time must be communicated directly to the Assigner via phone call or text message. Email alone is not sufficient.

5. DragonFly Responsibilities/DragonFly Schedule Management

All 2026–2027 soccer schedules (all levels) must be entered into DragonFly no later than March 15, 2026.

The Athletic Director or Conference Administrator agrees to maintain accurate information and notify the Assigner promptly of any incorrect or missing games.

After March 15, 2026, matches shall not be deleted from DragonFly. If a match is no longer to be played, the status must be changed to "Canceled."

DragonFly assignments constitute a binding agreement between the Party and the assigned official.

6. Invoicing
Invoices for assigning and schedule change fees will be emailed at the conclusion of the OHSAA High School Soccer Tournament.

7. Preseason Scrimmages
All preseason scrimmages shall use two (2) officials compensated at regular-season rates.

For scrimmages involving multiple teams or non-standard match lengths, officials shall be paid a **pro-rated amount comparable to the fee for a normal-length game**. The Assigner will determine the appropriate rate based on the total expected duration and number of teams, ensuring fairness relative to standard match assignments.

8. Official Availability
If officials are unavailable, the Assigner will notify the Party within 24 hours of scheduled game time and assist in rescheduling.

9. Inclement Weather & Cancellation Payment Policy

A. JV Completed / Varsity Canceled Prior to Scheduled Start
Officials who worked the JV match receive full JV pay and one-half Varsity pay if on-site.
If asked to remain past the scheduled Varsity start time, full Varsity pay shall be issued.

B. JV Game Canceled Prior to Kickoff
Officials shall receive one-half JV pay if on-site.
If asked to remain for Varsity, full JV pay shall be issued.

LAW FIVE ASSIGNING, LLC
Zachary Bastin – OHSAA Assigner
Email: [redacted]

C. Game Canceled After Play Begins
Officials shall receive full game pay.

D. Failure to Notify Officials and Assigner
Officials must be on-site 30 minutes prior to kickoff.
The Party must notify both officials and the Assigner at least two (2) hours prior to game time.
Failure to properly notify results in full payment for the first scheduled game.

10. Coach Authority for Schedule Changes
Boys' Varsity Coach Authorized: Yes ___ No ___
Girls' Varsity Coach Authorized: Yes ___ No ___

11. Three-Official System Requests
Boys' Varsity (3 Officials): Yes ___ No ___
Girls' Varsity (3 Officials): Yes ___ No ___

12. Game Fees
Officials will be compensated according to the fees established by the Party or Conference and published in DragonFly at the time of assignment.

AGREEMENT EXECUTION

Authorized Representative (Print):
_____

Title:
_____

Date:
_____

Phone:
_____

Email:
_____

Signature:
_____

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**001**								
001-0000	GENERAL FUND:	$ 16,832,952.08	$ 6,316,300.67	$ 41,683,029.40	$ 5,091,503.31	$ 43,372,163.74	$ 15,143,817.74	$ 3,978,665.76	$ 11,165,151.98
001-9000	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-9001	GENERAL FUND: ADVERTISING / FACILITIES	69,574.17	0.00	42,171.54	3,085.00	14,785.00	96,960.71	485.00	96,475.71
001-9002	GENERAL FUND: FOOD SERV. DONATIONS	(19,468.80)	159.83	4,711.56	0.00	0.00	(14,757.24)	0.00	(14,757.24)
001-9094	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-920R	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 16,883,057.45	**$ 6,316,460.50**	**$ 41,729,912.50**	**$ 5,094,588.31**	**$ 43,386,948.74**	**$ 15,226,021.21**	**$ 3,979,150.76**	**$ 11,246,870.45**
Fund:	**002**								
002-0000	BOND RETIREMENT SERIES 98,99,00 ISSUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9000	BOND RETIREMENT (1997)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9100	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9200	BOND RETIREMENT - ENERGY CONSERVATION 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9300	BOND RETIRE LIBRARY 2001	114,069.79	0.00	0.00	0.00	0.00	114,069.79	0.00	114,069.79
002-9400	BOND RETIREMENT: 2008 ($65,650,000)	4,539,291.30	559,320.00	2,513,407.50	0.00	3,503,072.87	3,549,625.93	575.00	3,549,050.93
002-9500	BOND RETIREMENT: 2021 ($41,000,000)	3,623,121.94	281,560.00	1,521,464.21	575.00	1,341,414.92	3,803,171.23	4,575.00	3,798,596.23
002-9600	BOND RETIREMENT: 2021 ($8,000,000) COP's	216,500.01	0.00	0.00	0.00	216,500.00	0.01	0.00	0.01
		$ 8,492,983.04	**$ 840,880.00**	**$ 4,034,871.71**	**$ 575.00**	**$ 5,060,987.79**	**$ 7,466,866.96**	**$ 5,150.00**	**$ 7,461,716.96**
Fund:	**003**								
003-0000	PERMANENT IMPROVEMENT LEVY FUND	0.00	0.00	299,700.55	0.00	0.00	299,700.55	0.00	299,700.55
003-900C	COMMUNITY CENTER ENTERPRISE FUND	302,074.37	56,997.12	56,997.12	1,923.50	148,086.50	210,984.99	3,494.00	207,490.99
003-900S	SUMMA HOSPITAL ENTERPRISE FUND	5,406.17	3,773.89	3,773.89	0.00	6,307.52	2,872.54	2,683.00	189.54
		$ 307,480.54	**$ 60,771.01**	**$ 360,471.56**	**$ 1,923.50**	**$ 154,394.02**	**$ 513,558.08**	**$ 6,177.00**	**$ 507,381.08**
Fund:	**004**								
004-0000	CONSTRUCTION FUND: OFCC - LFI	478,967.16	0.00	0.00	0.00	2,581,523.89	(2,102,556.73)	0.00	(2,102,556.73)
004-900C	CONSTRUCTION FUND: CITY OF WADS COMM CENTER	(1,697,797.73)	0.00	0.00	0.00	0.00	(1,697,797.73)	0.00	(1,697,797.73)
004-900H	BUILDING FUND: WRH SUMMA MED. OFFICE BLDG.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
004-900I	CONSTRUCTION FUND: INTERMEDIATE SCHOOL	15,621,088.53	5,579.70	453,573.77	581,926.24	12,714,704.86	3,359,957.44	381,671.14	2,978,286.30
004-901I	CONSTRUCTION FUND: INTERMEDIATE SCHOOL COP's	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 14,402,257.96	**$ 5,579.70**	**$ 453,573.77**	**$ 581,926.24**	**$ 15,296,228.75**	**$ (440,397.02)**	**$ 381,671.14**	**$ (822,068.16)**

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**006**								
006-0000	FOOD SERVICE	$ 154,729.43	$ 69,903.41	$ 474,076.55	$ 72,739.75	$ 575,361.01	$ 53,444.97	$ 331,755.77	$ (278,310.80)
006-9001	FOOD SERVICE FEDERAL AWARD	2,289,039.95	51,070.67	356,580.98	61,239.33	474,340.47	2,171,280.46	0.00	2,171,280.46
006-9002	FOOD SERVICE SUPPLY CHAIN ASSISTANCE FEDERAL AWARD	112,590.99	0.00	0.00	0.00	0.00	112,590.99	0.00	112,590.99
		$ 2,556,360.37	**$ 120,974.08**	**$ 830,657.53**	**$ 133,979.08**	**$ 1,049,701.48**	**$ 2,337,316.42**	**$ 331,755.77**	**$ 2,005,560.65**
Fund:	**007**								
007-0000	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-900S	SAFETY TOWN FUND	6,341.65	2,500.00	3,300.00	0.00	7,461.85	2,179.80	661.99	1,517.81
007-9091	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-9092	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-955C	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 6,341.65	**$ 2,500.00**	**$ 3,300.00**	**$ 0.00**	**$ 7,461.85**	**$ 2,179.80**	**$ 661.99**	**$ 1,517.81**
Fund:	**009**								
009-0000	UNIFORM SCHOOL SUPPLIES FUND	43,962.66	1,651.00	62,819.00	906.40	13,363.48	93,418.18	56,390.36	37,027.82
		$ 43,962.66	**$ 1,651.00**	**$ 62,819.00**	**$ 906.40**	**$ 13,363.48**	**$ 93,418.18**	**$ 56,390.36**	**$ 37,027.82**
Fund:	**010**								
010-0000	CLASSROOM FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
010-900L	OSFC: LOCAL SHARE	6,224,811.13	0.00	0.00	0.00	0.00	6,224,811.13	0.00	6,224,811.13
010-900Q	OSFC: QSCB BONDS (ISHAM / VALLEY VIEW)	(543,055.88)	0.00	0.00	0.00	0.00	(543,055.88)	0.00	(543,055.88)
010-900S	OSFC: STATE SHARE	(328,674.77)	0.00	0.00	0.00	0.00	(328,674.77)	0.00	(328,674.77)
		$ 5,353,080.48	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 5,353,080.48**	**$ 0.00**	**$ 5,353,080.48**
Fund:	**011**								
011-0000	C.T. CUSTOMER SERVICE SENIOR HOUSE	(90,962.51)	0.00	383,146.33	16,367.85	239,621.27	52,562.55	179,919.35	(127,356.80)
011-9001	C.T. CUSTOMER SERVICE AUTOMOTIVES	3,211.21	260.81	2,810.59	146.52	3,410.77	2,611.03	9,853.53	(7,242.50)
011-9002	C.T. CUSTOMER SERVICE JUNIOR CARPENTRY	(9,612.38)	0.00	4,905.00	757.96	9,125.43	(13,832.81)	30,874.57	(44,707.38)
011-9003	C.T. CUSTOMER SERVICE CARPENTRY SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ (97,363.68)	**$ 260.81**	**$ 390,861.92**	**$ 17,272.33**	**$ 252,157.47**	**$ 41,340.77**	**$ 220,647.45**	**$ (179,306.68)**
Fund:	**012**								
012-0000	ADULT / COMMUNITY EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**013**								
013-0000	RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
013-900C	COMMUNITY CENTER / WHS OPERATING FUND	32,256.91	56,997.12	56,997.12	11,475.00	37,808.24	51,445.79	25,414.57	26,031.22
		$ 32,256.91	**$ 56,997.12**	**$ 56,997.12**	**$ 11,475.00**	**$ 37,808.24**	**$ 51,445.79**	**$ 25,414.57**	**$ 26,031.22**

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**014**								
014-0000	FOUR CITIES CAREER TECH COMPACT FUND	$ 111,472.93	$ 0.00	$ 0.00	$ 22,481.78	$ 207,009.58	$ (95,536.65)	$ 16,357.60	$ (111,894.25)
014-9001	FOUR CITIES: FIRST PROGRAM (NORTON)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-9089	ROTARY-INTERNAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 111,472.93	**$ 0.00**	**$ 0.00**	**$ 22,481.78**	**$ 207,009.58**	**$ (95,536.65)**	**$ 16,357.60**	**$ (111,894.25)**
Fund:	**017**								
017-0000	LIBRARY CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**018**								
018-0000	PUBLIC SCHOOL SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-973C	FOUR CITIES CTA COMPACT DIRECTOR FUND	2.31	0.00	0.00	0.00	0.00	2.31	0.00	2.31
018-974A	CENTRAL OFFICE ADMINISTRATORS FUND	7,699.44	0.00	236.20	(30.00)	(63.65)	7,999.29	326.00	7,673.29
018-974B	DISTRICT SPIRIT COMMITTEE FUND	6,098.50	0.00	0.00	0.00	0.00	6,098.50	0.00	6,098.50
018-974C	WIS PRINCIPAL FUND	8,205.66	0.00	5,521.73	489.00	4,409.26	9,318.13	2,147.11	7,171.02
018-974K	HURRICANE KATRINA RELIEF FUND (2005)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-974T	TRANSPORTATION FUND	357.14	0.00	86.78	0.00	133.96	309.96	136.00	173.96
018-975F	FRANKLIN SCHOOL PRINCIPAL FUND	10,601.76	1,459.10	7,765.46	677.01	5,084.99	13,282.23	9,232.14	4,050.09
018-976I	ISHAM SCHOOL PRINCIPAL FUND	4,990.41	21.00	2,373.30	1,235.64	9,020.53	(1,656.82)	7,291.23	(8,948.05)
018-977L	LINCOLN SCHOOL PRINCIPAL FUND	7,726.63	6,066.08	18,883.57	613.37	13,252.85	13,357.35	4,543.57	8,813.78
018-978D	OVERLOOK: SUNSHINE FUND	261.45	0.00	0.00	0.00	0.00	261.45	0.00	261.45
018-978O	OVERLOOK SCHOOL PRINCIPAL FUND	12,377.07	665.00	5,499.10	339.12	6,449.27	11,426.90	4,510.77	6,916.13
018-979L	PUBLIC SCHOOL SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-979V	VALLEY VIEW PRINCIPAL FUND	5,843.99	4,905.00	11,557.95	113.99	5,313.61	12,088.33	2,995.53	9,092.80
018-980D	WMS: DOLLARS FOR DENIM PAY IT FORWARD	1,267.30	0.00	0.00	0.00	235.00	1,032.30	15.00	1,017.30
018-980M	MIDDLE SCHOOL PRINCIPAL FUND	16,179.42	1,215.00	7,768.31	1,019.48	7,424.59	16,523.14	3,831.36	12,691.78
018-981D	WHS: DOLLARS FOR DENIM PAY IT FORWARD	1,713.02	0.00	1,010.00	0.00	0.00	2,723.02	0.00	2,723.02
018-981H	HIGH SCHOOL PRINCIPAL FUND	13,143.98	395.00	16,134.00	0.00	9,369.78	19,908.20	2,465.00	17,443.20
018-982G	GRIZZLY ACADEMY PRINCIPAL FUND	3,738.71	0.00	6,101.02	170.44	2,355.23	7,484.50	843.91	6,640.59
		$ 100,206.79	**$ 14,726.18**	**$ 82,937.42**	**$ 4,628.05**	**$ 62,985.42**	**$ 120,158.79**	**$ 38,337.62**	**$ 81,821.17**
Fund:	**019**								
019-0000	MHJ GRANT: S KURT MATH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	WHS								
019-9001	VALLEY VIEW: PLAYGROUND 2025 STATE GRANT	$ (28,695.91)	$ 0.00	$ 0.00	$ 0.00	$ 365,247.76	$ (393,943.67)	$ 0.00	$ (393,943.67)
019-9002	LINCOLN: HOME DEPOT OUTDOOR SCIENCE LAB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9006	MEDINA CTY SHARE CLUSTER (S. KOPACKO)	28,525.55	960.00	960.00	3,800.00	10,616.95	18,868.60	3,884.00	14,984.60
019-9007	MEDINA CTY CRISIS RESPONSE TEAM (S. KOPACKO)	9,751.03	0.00	5,090.00	0.00	3,627.85	11,213.18	219.47	10,993.71
019-9008	ADAM H BOARD: PREVENTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9010	BE KIND WADSWORTH (S KOPACKO)	3,523.38	79.00	212.01	37.99	137.99	3,597.40	500.00	3,097.40
019-9012	LUKE MANUF FOUNDATION GRANT: FRESHMAN ACADEMY (2023)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9013	LUKE MANUF FOUNDATION GRANT: MS RYAN GROWING SYSTEM SUPPLIES (K NICOLE)	0.00	0.00	3,400.00	0.00	0.00	3,400.00	3,400.00	0.00
019-9016	LUKE MANUF FOUNDATION GRANT: HS HYDOPONIC LAB SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9017	LUKE MANUF FOUNDATION GRANT: PHYSICS (MACDOWELL)	153.41	0.00	0.00	0.00	0.00	153.41	0.00	153.41
019-9018	TECH PREP: FIRE/EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9019	TECH PREP: NURSING PICNIC / OTHER PICNIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-901G	WGCF: MINDFUL MUSIC CLOONON 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9020	GPD FOUNDATION: FRANKLIN SENSORY GARDEN	2,137.83	0.00	0.00	0.00	1,499.96	637.87	0.00	637.87
019-9024	TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-902G	WGCF: WORKBENCH/TOOLKIT CROOKES 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-903G	WGCF: GRAPH CALC WHS MATH 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-904G	WGCF: SUMMER READING SCHMELTZER 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-905G	WGCF: FLEX SEATNG LINN 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-906G	WGCF: 3M GRANT STEM CLUB FRANKLIN	5,774.09	0.00	0.00	0.00	0.00	5,774.09	0.00	5,774.09
019-907G	WGCF: WELL BEING STUDIO GUNN ISHAM 2020	503.87	0.00	0.00	0.00	0.00	503.87	0.00	503.87
019-908G	WGCF: SENSORY ROOM WILSON 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9090	DOLLAR GENERAL SUMMER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	READING GRANT 2019								
019-9091	VALLEY VIEW PLAYGROUND GRANT	$ 14,870.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 14,870.00	$ 0.00	$ 14,870.00
019-9092	OHIO SPACE CONSORTIUM GRANT (S. BENDER)	0.00	0.00	1,000.00	0.00	884.90	115.10	0.00	115.10
019-9093	MARSH FOUNDATION: WMS BAND MUSIC REPAIR GRANT (2026)	0.00	0.00	1,250.00	0.00	0.00	1,250.00	1,250.00	0.00
019-9094	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9097	MCDAC GRANT FY 97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9098	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-909G	WGCF: STEAM VVIEW LIBRARY OWENS 2020	134.57	0.00	0.00	0.00	0.00	134.57	0.00	134.57
019-9101	MHJ GRANT: C JOHNSON READING STRATEGIES THAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9102	MHJ GRANT: TITUS READING GRANT FY15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9103	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9104	GPD STEM GRANT: JESSICA CHADA FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9105	MHJ GRANT: 7 MINDSETS PD 5-8 GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9106	LUKE ENG GRANT: MAKERS SPACE VVIEW	3,121.81	0.00	0.00	0.00	0.00	3,121.81	0.00	3,121.81
019-9107	MHJ GRANT: STEM CAMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9108	STEM CAMP LOCAL GRANTS / DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9109	STEM CLB GRATN ALCOLA FY2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-910G	WGCF: ROBOTICS CAMP SHALALA 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9110	PIZZA HUT BOOK IT GRANT: E PETIT (2017)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9111	FOOD SERVICE: AMERICAN DAIRY ASSOC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9114	BELIEVE IN OHIO GRANT WHS (FY2016)	1,625.84	0.00	0.00	0.00	0.00	1,625.84	0.00	1,625.84
019-911G	WGCF: LIBRARY CLAYPOOL LINCOLN 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-912G	WGCF: ELA BOOKS L.SMITH WHS 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9131	DEPARTMENT OF NATURAL RESOURCE - GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-913G	WGCF: WMS COURTYARD P JURY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-914G	WGCF: GRIZZLY GRP MENTORING GOOD WHS 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-915G	WGCF: CIS MUSIC A MUHL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-916G	WGCF: V.V. SENSORY ROOM H DUERR	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-917G	WGCF: OVERLOOK READING A ZWISLER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-918G	WGCF: CIS P.E. M MINICK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-918M	MCDAC GRANT FY 18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9191	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9192	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9198	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9199	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-919G	WGCF: V.V. STEAM J MARINI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-919M	MCDAC GRANT FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9201	TECH PREP: MARKETING BARBERTON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9202	SPECIAL ED DONATIONS GRANT	55.90	0.00	0.00	0.00	0.00	55.90	0.00	55.90
019-9203	MHJ GRANT: 6+1 TRAITS BENNETT/JOHNSON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9204	MHJ GRANT: POWER READING CROOKES -FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9205	V.V. OSLN STEM Classroom Grant (FY 2022)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-920G	WGCF: ISHAM 100 YR MURAL S. LUCAS	355.74	0.00	0.00	0.00	0.00	355.74	0.00	355.74
019-921G	WGCF:OVERLOOK BRAINBALL B. NOLIN	57.51	0.00	0.00	0.00	0.00	57.51	0.00	57.51
019-9225	WMS CLINICAL RM ECOSYSTEM GRANT P. JUREY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9226	GPD GRANT: V.V SENSORY ROOM - HASSINGER 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-922G	WGCF: CIS STUDENT INVESTIGATORS S. LUCHKA	13.16	0.00	0.00	0.00	0.00	13.16	0.00	13.16
019-923G	WGCF: WHS BRUIN PHOTO STUDIO E HEFFINGER	455.90	0.00	0.00	0.00	0.00	455.90	0.00	455.90
019-924G	WGCF: FRANKLIN SHARED BOOKROOM K. MARIAS	0.45	0.00	0.00	0.00	0.00	0.45	0.00	0.45
019-925G	WGCF: WMS THINKING MATH B. LAWRENCE	779.83	0.00	0.00	0.00	207.74	572.09	0.00	572.09
019-926G	WGCF: WHS CALMNIG CORNER SPACE C DiPAOLO	1,710.27	0.00	0.00	0.00	0.00	1,710.27	0.00	1,710.27
019-927G	WGCF: VALLEY VIEW H DUERR SENSORY MAGIC ROOM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-928G	WGCF: WIS C. WOLF STEM ROOM	16.29	0.00	0.00	0.00	0.00	16.29	0.00	16.29
019-9299	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-929G	WGCF: WHS K HAMSHER ALTERNATIVE LEARNING ENVIRONMENT	4,270.05	0.00	0.00	0.00	0.00	4,270.05	0.00	4,270.05

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9301	SENSORY ROOM GPD GRANT_ HALEY DUERR	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9302	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9303	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9304	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9305	TECH PREP: MARKETING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9306	GENE HAAS: FOUNDATION CAREER TECH SCHOLARSHIP	5,498.00	0.00	0.00	0.00	0.00	5,498.00	0.00	5,498.00
019-9307	HAAS FOUNDATION PD GRANT (FY20)	9,748.82	0.00	0.00	0.00	0.00	9,748.82	0.00	9,748.82
019-9308	ISHAM WEATHER CLINICAL RESEARCH GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9309	GENE HAAS: FOUNDATION GRANT APRIL 2022	2,242.70	0.00	16,000.00	0.00	3,813.00	14,429.70	7,494.96	6,934.74
019-930G	WGCF: WHS L SMITH GRAPHIC & VERSE NOVELS	13.96	0.00	0.00	0.00	0.00	13.96	0.00	13.96
019-931G	WGCF: WMS K WILSON HYDROPONIC GARDEN	205.14	0.00	0.00	0.00	0.00	205.14	0.00	205.14
019-932G	WGCF: S SCHMELTZER KINDERGARTEN FINE MORTOR INITIATIVE	42.00	0.00	0.00	0.00	0.00	42.00	0.00	42.00
019-933G	WGCF: FRANKLIN K LAIB KEVA PLANKS 2ND GRADE 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-934G	WGCF: FRANKLIN M SIMMONS STEM LAB REDESIGN 2023	143.44	0.00	0.00	0.00	0.00	143.44	0.00	143.44
019-935G	WGCF: FRANKLIN K AUERBACH OUTDOOR LEARNING SPACE	32.12	0.00	0.00	0.00	0.00	32.12	0.00	32.12
019-936G	WGCF:OVERLOOK B LAINO CLASSROOM CALMING SENSORY BINS	1.65	0.00	0.00	0.00	0.00	1.65	0.00	1.65
019-937G	WGCF: LINCOLN J SHALALA 3D PRINTING 2023	0.10	0.00	0.00	0.00	0.00	0.10	0.00	0.10
019-938G	WGCF: ISHAM V FUGATE LIBRARY REFRESH	15.05	0.00	0.00	0.00	0.00	15.05	0.00	15.05
019-939G	WGCF: VALLEY VIEW J SORRENT CLAY RELIEF DISPLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9401	MHJ GRANT: SCHMELTZER LITERATURE FY 14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9402	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9403	SME PRIME: SCHOOL GRANT	26,964.21	0.00	0.00	0.00	6,804.00	20,160.21	378.58	19,781.63
019-9404	SME EDUCATIONAL FOUNDATION: $10,000 GRANT 2024 (SHIPLEY)	9,519.18	0.00	0.00	0.00	1,761.36	7,757.82	3,504.93	4,252.89
019-9405	TECH PREP: BUSINESS TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9406	SME EDUCATIONAL FOUNDATION: $5,000 GRANT	0.00	0.00	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	2025 (SHIPLEY)								
019-9407	TECH PREP: ATHLETIC, HEALTH CARE GRANT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9408	TECH PREP: ADVANCEMENT TO NURSING GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-940G	WGCF: WMS BUILDING READERS BOOK CLUB GOODRICH/HOFENER	62.03	0.00	0.00	0.00	0.00	62.03	0.00	62.03
019-941G	WGCF: FRANKLIN EMPOWERING STEM LEARNING J. MARINI	325.98	0.00	0.00	0.00	0.00	325.98	0.00	325.98
019-942G	WGCF: UNIVERSAL CALM DONW CORNER C. BRADY	441.50	0.00	0.00	0.00	0.00	441.50	0.00	441.50
019-943G	WGCF: WMS HYDROPONIC GARDEN K WILSON	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
019-944G	WGCF: WIS Zach Ockunzzi SCIENCE HARDWARE	998.23	0.00	0.00	0.00	816.99	181.24	35.99	145.25
019-945G	WGCF: WMS J MANOS ROX - GIRLS GROUP	5,000.00	0.00	0.00	1,400.00	1,500.00	3,500.00	100.00	3,400.00
019-946G	WGCF: S LUCAS DISTRICT WIDE ART MICHAEL ALBERT WORKSHOPS	5,000.00	0.00	0.00	0.00	6,665.10	(1,665.10)	0.00	(1,665.10)
019-947G	WGCF: GRIZZLY ACADEMY CONLEY/SHIRVER ACTIVE LEARNING SPACERNING J. MARINI	45.37	0.00	0.00	0.00	0.00	45.37	0.00	45.37
019-948G	WGCF: WHS B PERNOD WORLD BEYOND WADSWORTH BOOK CLUB	1,721.07	0.00	0.00	216.60	216.60	1,504.47	0.00	1,504.47
019-949G	WGCF: ISHAM E. PETIT MO BOOKS MO READERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9501	WMS PRINCIPALS GROUP: ROBERTS	2,384.72	0.00	0.00	0.00	205.37	2,179.35	144.63	2,034.72
019-9502	SAFE ROUTE TO SCHOOLS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9503	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9504	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9505	WADSWORTH SCHOOLS: 135TH FY 2006 (1870)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9506	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9507	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9508	TECH PREP: FIRE/EMT-CRIM. JUSTICE (BARB.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9509	HEALTH EDUC. MINI GRANT (C.COLLINS) WELLNESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-950G	WGCF: LINCOLN A. REEVES STEM SPHERO BOLT ROBOTS	140.00	0.00	0.00	0.00	0.00	140.00	0.00	140.00
019-951G	WGCF: OVERLOOK E DAW-POWERS INCLUSIVE	4,818.64	0.00	0.00	0.00	4,835.51	(16.87)	0.00	(16.87)

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	PLAYGROUND EQUIP.								
019-9601	OTHER GRANT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9602	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9603	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9604	TECH PREP: FY06 AUTOMOTIVE TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9605	TECH PREP: FY06 WEB PROGRAMING TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9606	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9607	CAMP CAN DO: S SCHROCK SUMMER 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9701	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9702	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9703	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-976I	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-977L	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-978O	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-979V	VV MD UNIT DONATION (FY2025)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9801	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9802	TECH PREP: MARKETING ALL SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9803	TECH PREP: MARKETING - BARBERTON	9.99	0.00	0.00	0.00	0.00	9.99	0.00	9.99
019-9804	WMS: CARE TEAM AFTER SCHOOL PROGRAM	6,078.37	0.00	0.00	0.00	0.00	6,078.37	0.00	6,078.37
019-9805	ODNR FISHING CLUB GRANT (SHIARLA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9806	TECH PREP: FY08 MARKETING WADSWORTH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9807	TECH PREP: FY08 MARKETING COPLEY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9808	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9809	TECH PREP: FY08 TEACHER AID PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9810	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9811	TECH PREP: IT CISCO GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9812	TECH PREP: MARKETING (WADS / NORT / COP)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9813	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-981H	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9901	TECH PREP: FY09 J VANKIRK COMPUTER TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9902	TECH PREP: COMPASS TESTING - TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9903	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9904	OHIO DEVELOPMENT DISABILITIES COUNCIL-SAYRE	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9905	LOWES GRANT--VALLEY VIEW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9906	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 132,592.84	**$ 1,039.00**	**$ 32,912.01**	**$ 5,454.59**	**$ 408,841.08**	**$ (243,336.23)**	**$ 20,912.56**	**$ (264,248.79)**
Fund:	**020**								
020-0000	BEAR CUB ACADEMY	20,240.38	25,183.33	186,245.49	22,490.22	182,248.34	24,237.53	14,595.15	9,642.38
		$ 20,240.38	**$ 25,183.33**	**$ 186,245.49**	**$ 22,490.22**	**$ 182,248.34**	**$ 24,237.53**	**$ 14,595.15**	**$ 9,642.38**
Fund:	**022**								
022-0000	C.I./A.I.M.S PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-900S	L & J FUND SWIM AND DIVE TEAM SUB ACCOUNT	200.00	0.00	100.00	0.00	49.81	250.19	0.00	250.19
022-901H	JOHN AUL MEMORIAL	61.99	0.00	0.00	0.00	0.00	61.99	0.00	61.99
022-9090	L & J FUND ORIGINAL CONTRIBUTIONS	12,999.72	0.00	10,000.00	134.00	7,570.24	15,429.48	1,494.76	13,934.72
022-9091	L & J FUND: FIELD TRIPS	15,703.58	0.00	0.00	0.00	0.00	15,703.58	0.00	15,703.58
022-9511	OHSAA TOURNAMENT: BASEBALL	700.00	0.00	0.00	0.00	0.00	700.00	0.00	700.00
022-9512	OHSAA TOURNAMENT: BOYS BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9513	OHSAA TOURNAMENT: BOYS SOCCER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9516	OHSAA TOURNAMENT: FOOTBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9517	OHSAA TOURNAMENT: BOYS LACROSSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9528	OHSAA TOURNAMENT: WRESTLING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9532	OHSAA TOURNAMENT: GIRLS BASKETBALL	2,842.06	0.00	0.00	0.00	0.00	2,842.06	0.00	2,842.06
022-9533	OHSAA TOURNAMENT: GIRLS SOCCER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9534	OHSAA TOURNAMENT: SOFTBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9535	DISTRICT CUSTODIAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9536	OHSAA TOURNAMENT: GIRLS LACROSSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9543	OHSAA TOURNAMEN: VOLLEYBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-974C	L&J FUND WIS FIELDTRIPS	2,728.43	0.00	0.00	0.00	0.00	2,728.43	0.00	2,728.43
022-975F	L&J FUND FRANKLIN FIELDTRIPS	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00
022-976I	L&J FUND ISHAM FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-977L	L&J FUND LINCOLN FIELDTRIPS	1,218.24	0.00	0.00	0.00	0.00	1,218.24	0.00	1,218.24
022-978O	L&J FUND OVERLOOK FIELDTRIPS	941.78	0.00	0.00	0.00	0.00	941.78	0.00	941.78

WADSWORTH CITY SCHOOL DISTRICT

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Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
022-979V	L&J FUND VALLEY VIEW FIELDTRIPS	$ 1,839.33	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 1,839.33	$ 0.00	$ 1,839.33
022-980M	L&J FUND WMS FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-981H	L&J FUND WHS FINE ARTS FIELDTRIPS	0.00	0.00	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00
		$ 49,235.13	**$ 0.00**	**$ 20,100.00**	**$ 134.00**	**$ 7,620.05**	**$ 61,715.08**	**$ 1,494.76**	**$ 60,220.32**
Fund:	**024**								
024-0000	WCSD EMPLOYEE BENEFITS INSURANCE FUND	69,090.89	31,367.16	247,315.23	28,079.79	336,146.98	(19,740.86)	158,342.42	(178,083.28)
		$ 69,090.89	**$ 31,367.16**	**$ 247,315.23**	**$ 28,079.79**	**$ 336,146.98**	**$ (19,740.86)**	**$ 158,342.42**	**$ (178,083.28)**
Fund:	**025**								
025-9096	COMPUTER NETWORK CLASS 'A'SIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**029**								
029-0000	FRANK H. CLOSE SCHOLARSHIP FUND	6.92	0.00	0.00	0.00	0.00	6.92	0.00	6.92
029-9001	BERNADINE H. KOVALCHIN SCHOLARSHIP FUND	19,855.60	0.00	0.00	0.00	1,500.00	18,355.60	1,500.00	16,855.60
029-9002	MARK SCHERBA MEMORIAL SCHOLARSHIP	1.91	0.00	0.00	0.00	0.00	1.91	0.00	1.91
029-9003	PERFORMING ARTS FOUNDATION FUND	318,923.22	0.00	0.00	0.00	43,439.25	275,483.97	0.00	275,483.97
029-9004	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9005	KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP	(3,844.02)	0.00	0.00	0.00	0.00	(3,844.02)	0.00	(3,844.02)
029-9006	MACKEY SCHOLARSHIP	17,181.47	0.00	0.00	0.00	0.00	17,181.47	0.00	17,181.47
029-9007	DANIEL VAN AUKEN SCHOLARSHIP FUND	10,322.87	0.00	0.00	0.00	1,284.15	9,038.72	1,528.45	7,510.27
029-9008	DAVID SLADKY SCHOLARSHIP FUND	11.83	0.00	0.00	0.00	0.00	11.83	0.00	11.83
029-9009	GEORGE ZITO SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9010	SHAWN RILEY VAN DYKE SCHOLARSHIP FUND	10,275.82	0.00	0.00	0.00	0.00	10,275.82	0.00	10,275.82
029-9011	MARK D LANGE SCHOLARSHIP FUND	6,575.89	0.00	0.00	0.00	0.00	6,575.89	0.00	6,575.89
029-9012	SCHOLARSHIPS WHS REVOLVING ACCOUNT	0.00	6,800.00	9,300.00	0.00	0.00	9,300.00	0.00	9,300.00
029-9013	JOE GAINS SCHOLARSHIP FUND	49.01	0.00	0.00	0.00	0.00	49.01	0.00	49.01
029-917H	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 379,360.52	**$ 6,800.00**	**$ 9,300.00**	**$ 0.00**	**$ 46,223.40**	**$ 342,437.12**	**$ 3,028.45**	**$ 339,408.67**
Fund:	**034**								
034-0000	CLASSROOM FACILITIES MAINTENANCE FUND	2,678,018.20	0.00	0.00	5,750.00	103,534.76	2,574,483.44	138,545.17	2,435,938.27

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		$ 2,678,018.20	**$ 0.00**	**$ 0.00**	**$ 5,750.00**	**$ 103,534.76**	**$ 2,574,483.44**	**$ 138,545.17**	**$ 2,435,938.27**
Fund:	**071**								
071-0000	SALES TAX: PERM. IMPROVEMENTS FUND	$ 4,055,254.25	$ 0.00	$ 2,344,145.29	$ 0.00	$ 1,923,819.62	$ 4,475,579.92	$ 328,892.93	$ 4,146,686.99
		$ 4,055,254.25	**$ 0.00**	**$ 2,344,145.29**	**$ 0.00**	**$ 1,923,819.62**	**$ 4,475,579.92**	**$ 328,892.93**	**$ 4,146,686.99**
Fund:	**200**								
200-900W	CLASS OF 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-901W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-902H	GRIZZLY RPG CLUB (ROLL PLAYING GAME)	153.76	0.00	0.00	0.00	0.00	153.76	0.00	153.76
200-902W	CLASS OF 2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-903H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-903W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-904H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-904W	CLASS OF 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-905W	CLASS OF 2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-906H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-906W	CLASS OF 2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-907H	WEB PROGRAMMING AND DESIGN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-907W	CLASS OF 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-908H	ROTARY INTER-ACT: YOUTH ROTARY CLUB	70.99	0.00	0.00	0.00	0.00	70.99	0.00	70.99
200-908W	CLASS OF 2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-909H	CADD STUDENT ACTIVTY ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-909W	CLASS OF 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910W	CLASS OF 2010	215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44
200-911H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-911W	CLASS OF 2011	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-912H	FRENCH CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-912W	CLASS OF 2012	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-913A	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913B	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913C	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913D	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913W	CLASS OF 2013	156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48
200-914C	ROOTS AND SHOOTS CENTRAL INTERMEDIATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-914H	SADD WADSWORTH HIGH SCHOOL	0.00	0.00	0.00	48.00	24.00	(24.00)	177.00	(201.00)
200-914M	SADD - WADSWORTH MIDDLE SCHOOL	659.92	0.00	0.00	0.00	0.00	659.92	0.00	659.92

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200-914W	CLASS OF 2014	$ 122.04	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 122.04	$ 0.00	$ 122.04
200-915H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-915W	CLASS OF 2015	198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07
200-916H	LATIN CLUB	2.60	0.00	0.00	0.00	0.00	2.60	0.00	2.60
200-916W	CLASS OF 2016	(1,368.72)	0.00	0.00	0.00	0.00	(1,368.72)	0.00	(1,368.72)
200-917H	WHS SCIENCE CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-917W	CLASS OF 2017	1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44
200-918H	ACADEMIC CHALLENGE	1,382.83	0.00	0.00	0.00	0.00	1,382.83	0.00	1,382.83
200-918T	WHS: TRI M MUSIC HONOR SOCIETY	808.49	0.00	748.00	0.00	1,733.79	(177.30)	1,385.59	(1,562.89)
200-918W	CLASS OF 2018	1,669.08	0.00	0.00	0.00	0.00	1,669.08	0.00	1,669.08
200-919H	SPEECH AND DEBATE TEAM	(11,342.40)	0.00	1,982.00	0.00	12,464.85	(21,825.25)	5,596.17	(27,421.42)
200-919W	CLASS OF 2019	3,195.57	0.00	0.00	0.00	0.00	3,195.57	0.00	3,195.57
200-920H	N. H. S. NATIONAL HONOR SOCIETY	729.76	0.00	0.00	0.00	0.00	729.76	0.00	729.76
200-920W	CLASS OF 2020	(1,860.98)	0.00	0.00	0.00	0.00	(1,860.98)	0.00	(1,860.98)
200-921H	F.C.C.L.A.	1,010.21	0.00	0.00	0.00	0.00	1,010.21	0.00	1,010.21
200-921W	CLASS OF 2021	3,277.93	0.00	0.00	0.00	0.00	3,277.93	0.00	3,277.93
200-922H	PEP CLUB	272.63	0.00	0.00	0.00	0.00	272.63	0.00	272.63
200-922W	CLASS OF 2022	1,256.15	0.00	0.00	0.00	0.00	1,256.15	0.00	1,256.15
200-923H	INTERNATIONAL CLUB (FOREIGN LANGUAGES)	4,259.34	0.00	625.00	25.00	985.00	3,899.34	350.00	3,549.34
200-923W	CLASS OF 2023	1,559.02	0.00	0.00	0.00	0.00	1,559.02	0.00	1,559.02
200-924C	WIS STUDENT COUNCIL	4,766.54	459.80	1,385.30	256.81	1,695.50	4,456.34	597.50	3,858.84
200-924H	STUDENT COUNCIL	8,339.96	0.00	9,620.00	1,028.33	19,896.04	(1,936.08)	2,277.68	(4,213.76)
200-924I	ISHAM STUDENT COUNCIL	1,979.33	0.00	0.00	0.00	125.00	1,854.33	15.00	1,839.33
200-924M	WADSWORTH MIDDLE STUDENT COUNCIL	590.51	135.16	2,480.91	0.00	329.96	2,741.46	227.00	2,514.46
200-924W	CLASS OF 2024	474.23	0.00	0.00	0.00	0.00	474.23	0.00	474.23
200-925H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-925W	CLASS OF 2025	3,307.82	0.00	25.00	0.00	1,115.00	2,217.82	0.00	2,217.82
200-926H	D. E. C. A.	8,029.09	0.00	0.00	0.00	0.00	8,029.09	0.00	8,029.09
200-926W	CLASS OF 2026	2,039.00	225.00	5,392.35	0.00	150.00	7,281.35	28,098.00	(20,816.65)
200-927H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-927W	CLASS OF 2027	286.00	0.00	0.00	0.00	0.00	286.00	14,400.00	(14,114.00)
200-928H	C.B.I.P.	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82
200-928W	CLASS OF 2028	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-929H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-929W	CLASS OF 2029	194.15	0.00	375.69	0.00	17.39	552.45	0.00	552.45
200-930H	GRIZZLY GRIND COFFEE CLUB	2,454.69	115.00	1,310.50	378.68	662.31	3,102.88	987.69	2,115.19
200-930W	CLASS OF 2030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-931H	WHS MEDIA COMMUNICATIONS	294.99	0.00	0.00	0.00	0.00	294.99	0.00	294.99

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200-932H	WHS SPECTRUM CLUB	$ 42.03	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 42.03	$ 0.00	$ 42.03
200-932S	inactive STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-933H	TEACHER AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-934H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-935H	WHS GRIZZLY LEADER ACADEMY	1,118.03	0.00	794.27	0.00	463.00	1,449.30	436.00	1,013.30
200-936H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-941H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-945H	AUTOMOTIVES	1,448.13	0.00	866.16	0.00	1,113.00	1,201.29	187.00	1,014.29
200-946H	CARPENTRY	1,312.32	0.00	550.00	0.00	302.00	1,560.32	348.00	1,212.32
200-947H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-948H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-9512	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-951C	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-952C	MIDDLE SCHOOL DRAMA	7,081.17	2,948.00	16,946.00	595.00	17,629.64	6,397.53	5,342.74	1,054.79
200-953C	MIDDLE SCHOOL USERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-953P	MIDDLE SCHOOL POWER OF THE PEN	0.00	0.00	310.00	0.00	1,909.75	(1,599.75)	0.00	(1,599.75)
200-988H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-993H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-994H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-995H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-996H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-997H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-998H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-999H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 52,340.46	**$ 3,882.96**	**$ 43,411.18**	**$ 2,331.82**	**$ 60,616.23**	**$ 35,135.41**	**$ 60,425.37**	**$ (25,289.96)**
Fund:	**300**								
300-0000	WHS ATHLETICS	26,432.00	19,199.36	200,231.95	17,255.45	145,901.17	80,762.78	52,649.68	28,113.10
300-900A	WHS ATHLETICS: BENEFIT GAMES / COMM SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-900C	WMS ATHLETICS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-900H	WHS BAND UNIFORM REPLACEMENT	68,965.72	0.00	0.00	0.00	0.00	68,965.72	0.00	68,965.72
300-900R	WHS ATHLETICS-ROTARY	(47,734.09)	0.00	25,208.80	0.00	1,842.06	(24,367.35)	0.00	(24,367.35)
300-901H	WHS CHOIR ROBE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-902H	WHS JOURNALISM / BRUIN FUND	10,256.40	0.00	7,156.40	0.00	5,498.72	11,914.08	9,222.00	2,692.08
300-910H	WHS DRAMA FUND	55,121.57	2,064.00	12,229.60	2,904.23	17,965.54	49,385.63	12,662.83	36,722.80
300-911I	ISHAM FISHING CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-911M	WMS FISHING CLUB	95.42	0.00	0.00	0.00	0.00	95.42	0.00	95.42

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300-912M	WMS E-SPORTS TEAM	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
300-917H	WHS MUSIC-INSTRUMENTAL	10,075.80	0.00	0.00	0.00	0.00	10,075.80	0.00	10,075.80
300-918H	WHS MUSIC-VOCAL GENERAL CHOIR	22,970.50	8,447.50	66,311.61	1,139.20	114,534.32	(25,252.21)	20,350.75	(45,602.96)
300-918M	WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	3,133.73	3,040.00	40,762.25	1,564.62	19,678.71	24,217.27	37,612.39	(13,395.12)
300-918S	WHS SHOW CHOIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-947M	WMS INSTRUMENTAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-948C	WMS VOCAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-9500	ATHLETIC CAMPS: WEIGHT ROOM	107.27	0.00	0.00	0.00	0.00	107.27	0.00	107.27
300-950M	ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS	529.13	0.00	127.10	0.00	0.00	656.23	0.00	656.23
300-9511	ATHLETIC CAMPS: BASEBALL	10,541.66	0.00	0.00	0.00	6,395.41	4,146.25	2,534.92	1,611.33
300-9512	ATHLETIC CAMPS: BOYS BASKETBALL	6,283.22	0.00	0.00	0.00	4,053.36	2,229.86	300.00	1,929.86
300-9513	ATHLETIC CAMPS: B SOCCER	227.02	0.00	0.00	0.00	0.00	227.02	0.00	227.02
300-9516	ATHLETIC CAMPS: FOOTBALL	739.56	6,000.00	8,412.84	0.00	6,660.25	2,492.15	100.00	2,392.15
300-9517	ATHLETIC CAMPS: BOYS LAX	5,783.69	0.00	390.00	825.00	2,053.00	4,120.69	0.00	4,120.69
300-9523	ATHLETIC CAMPS: CROSS COUNTRY	2,662.79	0.00	181.88	0.00	2,278.30	566.37	156.88	409.49
300-9527	ATHLETIC CAMPS: BOYS TRACK	(0.55)	0.00	1,800.00	92.91	912.91	886.54	907.09	(20.55)
300-9528	ATHLETIC CAMPS: WRESTLING	(844.43)	0.00	0.00	0.00	0.00	(844.43)	0.00	(844.43)
300-9532	ATHLETIC CAMPS: GIRLS BASKETBALL	11,210.88	0.00	844.72	2,320.28	7,034.63	5,020.97	1,268.35	3,752.62
300-9534	ATHLETIC CAMPS: SOFTBALL CAMP	2,104.77	0.00	0.00	0.00	0.00	2,104.77	0.00	2,104.77
300-9535	ATHLETIC CAMPS: VOLLEYBALL	10,703.40	0.00	2,455.00	0.00	1,657.96	11,500.44	469.00	11,031.44
300-9536	ATHLETIC CAMPS: GIRLS LAX	2,109.58	2,000.00	3,785.00	0.00	315.00	5,579.58	0.00	5,579.58
300-9544	ATHLETIC CAMPS: GIRLS GOLF FUND	289.46	0.00	0.00	0.00	1,000.00	(710.54)	0.00	(710.54)
300-9546	ATHLETIC CAMPS: GIRLS TENNIS	2,666.97	0.00	243.54	0.00	0.00	2,910.51	0.00	2,910.51
300-9547	ATHLETIC GIRLS TRACK	3,376.06	0.00	0.00	125.90	1,039.45	2,336.61	150.00	2,186.61
300-9551	ATHLETIC CAMPS: WHEELCHAIR BASKETBALL	113.04	0.00	0.00	0.00	0.00	113.04	0.00	113.04
300-9552	ATHLETIC CAMPS: BOWLING	7,117.79	0.00	0.00	300.00	2,612.44	4,505.35	1,763.99	2,741.36
300-9553	ATHLETIC CAMPS: WHS CHEER	13,228.03	0.00	5,540.33	1,597.02	5,848.52	12,919.84	5,353.87	7,565.97
300-9555	ATHLETIC CAMPS: WMS CHEER	4,240.81	0.00	0.00	302.34	1,190.34	3,050.47	0.00	3,050.47
300-9558	ATHLETIC CAMPS: SWIM TEAM	0.00	0.00	226.62	0.00	0.00	226.62	0.00	226.62
300-980M	DISTRICT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-988H	WHS YEARBOOK / WHISPERER FUND	21,002.54	410.00	15,117.00	0.00	7,973.37	28,146.17	1,053.57	27,092.60

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
		$ 253,509.74	**$ 41,160.86**	**$ 391,024.64**	**$ 28,426.95**	**$ 356,445.46**	**$ 288,088.92**	**$ 146,555.32**	**$ 141,533.60**
Fund:	**401**								
401-9000	AUXILIARY SERVICES (SACRED HEART)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
401-9001	AUXILARY SERVICES (SACRED HEART)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9004	AUXILIARY SERVICES - SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9005	AUX SERVICE: SACRED HEART FY05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9006	AUXILIARY SERV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9009	AUX SERV SAC HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9019	AUX SERVICES FY19: SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9020	AUX SERVICES FY 2020 SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9021	AUX SERVICES FY 2021: SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9022	AUX SERVICES FY 2022: SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9023	AUX SERVICES FY 2023: SACRED HEART	0.00	0.00	0.00	0.00	50.16	(50.16)	0.00	(50.16)
401-9024	AUX SERVICES FY 2024: SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9025	AUX SERVICES FY 2025: SACRED HEART	70,620.75	16,832.15	18,103.89	(1,967.86)	88,724.64	0.00	0.00	0.00
401-9026	AUX SERVICES FY 2026: SACRED HEART	0.00	112,852.40	225,801.52	23,079.63	109,271.75	116,529.77	124,626.26	(8,096.49)
401-9107	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9108	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9109	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 70,620.75	**$ 129,684.55**	**$ 243,905.41**	**$ 21,111.77**	**$ 198,046.55**	**$ 116,479.61**	**$ 124,626.26**	**$ (8,146.65)**
Fund:	**402**								
402-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**409**								
409-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
409-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**412**								
412-9092		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
412-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**416**								
416-9089	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9090	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9091	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9096	PROFESSIONAL DEVELOPMENT BLOCK GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**420**								
420-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**422**								
422-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9189		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9285		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9488		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**425**								
425-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
425-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**432**								
432-9090	EMIS SUBSIDY OHIO DEPT OF EDUCATION	0.00	0.00	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00
		$ 0.00	**$ 0.00**	**$ 9,000.00**	**$ 0.00**	**$ 0.00**	**$ 9,000.00**	**$ 0.00**	**$ 9,000.00**
Fund:	**440**								
440-0000	ENTRY YEAR PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**447**								
447-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**450**								
450-9000	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
450-9001	SCHOOLNET EQUIP/INFRASTRUCTURE	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
450-9003	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9005	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9098	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9101	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**451**								
451-0000	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9002	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9003	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9004	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9006	ONE NET K-12 NETWORK SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9007	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9008	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9009	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9010	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9019	ONENET: FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9020	ONE NET FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9021	ONE NET FY 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9022	ONE NET FY 2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9023	ONE NET FY 2023	0.80	0.00	0.00	0.00	0.00	0.80	0.00	0.80
451-9024	ONE NET FY 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9025	ONE NET FY 2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.80	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.80**	**$ 0.00**	**$ 0.80**
Fund:	**452**								
452-0000	SCHOOLNET PROFESSIONAL DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9002	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9004	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9005	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9006	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9007	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**455**								

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
455-0000		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
455-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**459**								
459-9004	OHIOREADS VOL COORDINATOR GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9005	OHIOREADS VOL COORDINATOR GRANT FY 05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9006	OHIOREADS VOL COORDINATOR GRANT OV,IS,LN,VV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9007	OHIOREADS VOL COOR GRANT: FY 07 OV,LN,FR,VVIS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9105	OHIOREADS GRANT: FY 05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9750	OHIOREADS VOLUNTEER - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9752	OHIOREADS CLASSROOM FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9755	OHIOREADS GRANT FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-975F	OHIOREADS - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9760	OHIOREADS VOLUNTEER - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9762	OHIOREADS - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9765	OHIOREADS GRANT ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-976I	OHIOREADS GRANT ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-976O	OHIO READS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-977L	OHIO READS LINCOLN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9782	OHIOREADS OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9785	OHIO READS GRANT OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-978O	OHIO READS OVERLOOK VOLUNTEER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**460**								
460-9001	SUMMER INTERVENTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
460-9004	STUDENT INTERVENTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
460-9005	STUDENT INTERVENTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**461**								
461-9000	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9004	CAREER DEVELOPMENT (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
461-9005	CAREER DEVELOPMENT (4-CITIES COMPACT)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
461-9105	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9106	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9107	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9108	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**467**								
467-9020	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
467-9021	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
467-9022	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**499**								
499-9000	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9003	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9007	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9016	OHIO CAREER COUNSELING GRANT (COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9017	OHIO CAREER COUNSELING GRANT: FY2017	18,219.40	0.00	0.00	(507.00)	7,864.00	10,355.40	2,686.00	7,669.40
499-9018	SECONDARY TRANSITION STUDENT W/ DISABILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9022	OH SCHOOL SAFETY GRANT: FY22 $24,184.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9099	LEAD SCHOOL GRANT - VOCATIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9116	SCHOOL PSYCH INTERN GRANT FY 16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-919C	OH SCHOOL SAFETY GRANT: 4 CITIES FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-919W	OH SCHOOL SAFETY GRANT: WADSWORTH CSD FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9200	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-920W	OHIO SCHOOL SAFETY GRANT: WADSWORTH CSD FY20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-921B	OHIO SCHOOL BUS PURCHASE PROGRAM FY21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
499-921W	OHIO SCHOOL SAFETY TRAINNING GRANT: WADSWORTH CSD FY21	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
499-922B	OHIO SCHOOL BUS PURCHASE PROGRAM FY22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-923A	OHIO ATTORNEY GENERAL SAFETY GRANT: WADSWORTH CSD FY23 $24,236.06	1,058.50	0.00	0.00	(3,210.50)	1,058.50	0.00	0.00	0.00
499-923S	OFCC SCHOOL SAFETY GRANT: WADSWORTH CSD FY23 $70,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-923W	OFCC SCHOOL SAFETY GRANT: WADSWORTH CSD FY23 $163,659.19	80.51	0.00	0.00	(211.86)	80.51	0.00	0.00	0.00
499-924A	OHIO ATTORNEY GENERAL SAFETY GRANT: WADSWORTH CSD FY24	2,394.69	0.00	0.00	2,354.02	2,394.69	0.00	0.00	0.00
499-924B	OHIO ATTORNEY GENERAL GRANT FY 25 $40,000	0.00	0.00	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00
499-925A	OHIO ATTORNEY GENERAL SAFETY GRANT: WADSWORTH CSD FY25/26	18,374.66	0.00	0.00	1,068.34	1,771.67	16,602.99	0.00	16,602.99
499-925B	OHIO BUREAU WORKERS COMP: SCHOOL SAFETY GRANT CUSTODIAL EQUIPMENT $40,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-926A	OHIO ATTORNEY GENERAL FY 26 SAFETY GRANT: BOLO sticks, bi directional antenna cameras	0.00	0.00	40,000.00	0.00	0.00	40,000.00	31,180.00	8,820.00
499-926B	OHIO ATTORNEY GENERAL FY 26 SAFETY GRANT: $18,316.26 BOLO sticks	0.00	0.00	18,316.26	0.00	0.00	18,316.26	0.00	18,316.26
499-9300	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9303	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 40,127.76	**$ 0.00**	**$ 98,316.26**	**$ (507.00)**	**$ 13,169.37**	**$ 125,274.65**	**$ 33,866.00**	**$ 91,408.65**
Fund:	**504**								
504-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
504-9012	EDUCATION JOBS BILL GRANT FY 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**506**								
506-0000	RACE TO THE TOP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9000	RttT: OILA GRANT OVERLOOK FY 2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9013	RACE TO THE TOP:RESIDENT EDUCATOR REIMB.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
506-9014	RACE TO THE TOP: RESIDENT EDUC. FUNDS FY14	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**507**								
507-0000	ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-9020	ESSER (CARES ACT) GRANT FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-9021	ESSER (CARES ACT) GRANT FY 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-9022	ESSER II GRANT ENDS 9/30/23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-9023	ESSER III (ARP) GRANT ENDs 9/30/24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-9024	ESSER III (ARP) GRANT ENDs 9/30/24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-902H	ARP HOMELESS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-923E	ESSER GRANT FY 23 carryover	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-923H	ARP HOMELESS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-923S	ESSER STATE ACTIVITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-924H	ARP HOMELESS TARGETED SUPPORT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-925H	ARP HOMELESS GRANT FY 24 $2,900.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**510**								
510-9021	CORONAVIRUS RELIEF FUND (CRF)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510-921B	CRF: OHIO BROADBAND GRANT 12/30/20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510-921C	MEDINA COUNTY CRF-SUBGRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510-921W	WADSWORTH TOWNSHIP CRF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**514**								
514-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9002		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
514-9198		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**516**								
516-0000	IDEA-B FED GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9002	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9005	ACCESS GRANT @ CIS/WMS: FED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9006	ACCESS GRANT @ CIS/WMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9010	IDEA-B FED GRANT (NON STIMULUS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9019	IDEA-B FED GRANT FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9020	IDEA-B FED GRANT FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9021	IDEA-B FED GRANT FY 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9022	IDEA-B FED GRANT FY 2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9023	IDEA-B FED GRANT FY 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9024	IDEA-B FED GRANT FY 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9025	IDEA-B FEDERAL GRANT FY 2025	51,403.68	146,887.58	62,211.23	0.00	113,614.91	0.00	0.00	0.00
516-9026	IDEA-B FEDERAL GRANT FY 2026	0.00	0.00	0.00	85,898.40	580,411.56	(580,411.56)	0.00	(580,411.56)
516-9088	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9089	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9090	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9091	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9093	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9098	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-919R	IDEA-B RESTORATION GRANT FY2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-920R	IDEA-B RESTORATION GRANT FY2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-922A	IDEA-B ARP FY 22 FED GRANT American Recovery Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-923A	IDEA-B ARP FY 23 FED GRANT American Recovery Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-932N	STIMULUS IDEA-B: FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-932O	STIMULUS IDEA-B: FY 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 51,403.68	**$ 146,887.58**	**$ 62,211.23**	**$ 85,898.40**	**$ 694,026.47**	**$ (580,411.56)**	**$ 0.00**	**$ (580,411.56)**
Fund:	**524**								
524-0000	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9008	CARL PERKINS (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9019	CARL PERKINS: FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9020	CARL PERKINS FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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524-9021	CARL PERKINS FY 2021	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
524-9022	CARL PERKINS FY 2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9023	CARL PERKINS FY 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9024	CARL PERKINS FY 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9025	CARL PERKINS FY 2025	8,445.82	0.00	24,277.26	0.00	32,723.08	0.00	0.00	0.00
524-9026	CARL PERKINS FY 2026	0.00	0.00	0.00	17,563.00	114,694.66	(114,694.66)	0.00	(114,694.66)
524-9089	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9090	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9091	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9092	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9093	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9094	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9097	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9098	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9106	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9190	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9191	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9195	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9196	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9288	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9291	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9292	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9388	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 8,445.82	**$ 0.00**	**$ 24,277.26**	**$ 17,563.00**	**$ 147,417.74**	**$ (114,694.66)**	**$ 0.00**	**$ (114,694.66)**
Fund:	**532**								
532-932N	STATE FISCAL STABILIZATION FUND (FOUNDATION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
532-932O	STATE FISCAL STABILIZATION: FY 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**

WADSWORTH CITY SCHOOL DISTRICT

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Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**533**								
533-9010	TITLE II D - TECHNOLOGY	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
533-9011	II-D TECHNOLOGY GRANT (CCIP) FY 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
533-9013	TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**572**								
572-0000	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9019	TITLE ONE FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9020	TITLE I: FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9021	TITLE I: FY 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9022	TITLE I: FY 2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9023	TITLE I: FY 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9024	TITLE I: FY 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9025	TITLE I: FY 2025	25,534.08	74,409.73	74,409.73	0.00	99,943.81	0.00	0.01	(0.01)
572-9026	TITLE I: FY 2026	0.00	0.00	0.00	25,828.25	351,776.19	(351,776.19)	0.00	(351,776.19)
572-902E	TITLE I: FY 2022 EXPANDING OPP FOR CHILD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9089	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9090	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9091	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9092	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9093	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9098	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9197	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9199	CHAPTER 1 CARRYOVER 95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932N	TITLE I STIMULUS ALLOCATION FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932O	TITLE I STIMULUS FY11: DISADV. YOUTH SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 25,534.08	**$ 74,409.73**	**$ 74,409.73**	**$ 25,828.25**	**$ 451,720.00**	**$ (351,776.19)**	**$ 0.01**	**$ (351,776.20)**
Fund:	**573**								
573-0000	TITLE V INNOV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9001	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9002	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9010	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9089	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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573-9090	TITLE V INNOVATIVE EDUC PGM	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
573-9091	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9092	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9093	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9094	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9098	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9199	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-932O	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**584**								
584-0000	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9002	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9010	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9022	TITLE IV-A STUDENT SUPPORT GRANT FY22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9023	TITLE IV-A STUDENT SUPPORT GRANT FY23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9024	TITLE IV-A STUDENT SUPPORT GRANT FY24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9025	TITLE IV-A STUDENT SUPPORT GRANT FY2025	25,000.00	0.00	0.00	0.00	6,987.22	18,012.78	0.00	18,012.78
584-9026	TITLE IV-A STUDENT SUPPORT GRANT FY2026	0.00	0.00	0.00	495.00	6,212.00	(6,212.00)	350.00	(6,562.00)
584-9089	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9090	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9091	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9092	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9093	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9094	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9098	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-922A	TITLE IV, PART A, STUDENT SUPPORT AND ACADEMIC ENRICHMENT PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-924S	STRONGER CONNECTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	GRANT ODE FY 24-26								
		$ 25,000.00	**$ 0.00**	**$ 0.00**	**$ 495.00**	**$ 13,199.22**	**$ 11,800.78**	**$ 350.00**	**$ 11,450.78**
Fund:	**585**								
585-9001		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**587**								
587-0000	EARLY CHILDHOOD SPECED, IDEA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9000	IDEA PRESCHOOL-HANDICAPPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9013	PRESCHOOL GRANT FY 2013 ((HANDICAPPED)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9019	EARLY CHILDHOD PRESCHOOL IDEA FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9020	EARLY CHILDHOOD SPEC ED IDEA FY 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9021	EARLY CHILDHOOD SPEC ED IDEA FY 21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9022	EARLY CHILDHOOD SPEC ED IDEA FY 22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9023	EARLY CHILDHOOD SPEC ED IDEA FY 23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9024	EARLY CHILDHOOD SPEC ED IDEA FY 24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9025	EARLY CHILDHOOD SPEC ED IDEA FY 2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9026	EARLY CHILDHOOD SPEC ED IDEA FY 2026	0.00	0.00	0.00	0.00	80.00	(80.00)	0.00	(80.00)
587-9098	EHA PRESCHOOL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-919R	IDEA- PRESCHOOL RECOVERY GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-920R	IDEA- PRESCHOOL RECOVERY GRANT FY 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-921R	IDEA- PRESCHOOL RECOVERY GRANT FY 21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-922A	EARLY CHILDHOOD SPEC ED IDEA_ARP GRANT: FY 22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-932N	STIMULUS PRESCHOOL: FY10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-932O	STIMULUS EARLY CHLD: FY 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 80.00**	**$ (80.00)**	**$ 0.00**	**$ (80.00)**
Fund:	**588**								
588-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**589**								
589-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**590**								
590-0000	IMPROVING TEACHER QUALITY TITLE II-A	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
590-9002	CLASS REDUCTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9013	IMPROVING TEACH QUALITY FY13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9014	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9019	TITLE II-A SUPP EFF INST FY 19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9020	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9021	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9022	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9023	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9024	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9025	TITLE II-A SUPP. EFFECTIVE INSTRUCTION FY 2025	4,997.93	14,065.86	14,065.86	0.00	19,063.79	0.00	0.00	0.00
590-9026	TITLE II-A SUPP. EFFECTIVE INSTRUCTION FY 2026	0.00	0.00	0.00	7,813.12	50,963.28	(50,963.28)	47.53	(51,010.81)
		$ 4,997.93	**$ 14,065.86**	**$ 14,065.86**	**$ 7,813.12**	**$ 70,027.07**	**$ (50,963.28)**	**$ 47.53**	**$ (51,010.81)**
Fund:	**599**								
599-9015	HEALTHY CUISINE FOR KIDS FOOD SERV. GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9016	FOOD SERVICE: TEAM UP FOR SUCCESS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9019	IV-A STUDENT SUPPORT GRANT FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9020	IV-A STUDENT SUPPORT GRANT FY20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9021	IV-A STUDENT SUPPORT GRANT FY21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9022	IV-A STUDENT SUPPORT GRANT FY22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9099	SCHOOL TO WORK/CONTINUOUS IMPORVEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9102	OHIO LPDC ACTION RESEARCH PRJCT PHASE III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9122	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9123	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9200	MISCELLANEOUS FED. GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	FUND								
599-923S	OFCC SCHOOL SAFETY GRANT: WADSWORTH CSD FY23 $70,000	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Grand Total		**$ 56,107,870.33**	**$ 7,895,281.43**	**$ 51,807,042.12**	**$ 6,120,625.60**	**$ 70,542,229.16**	**$ 37,372,683.29**	**$ 6,093,396.19**	**$ 31,279,287.10**

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
FEB-26

General Fund
Budget to Actual Report

	FY 2026 Budget	FY 2026 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 16,883,057**	**$ 16,883,057**			
Total Revenue	**$ 63,669,245**	**$ 41,729,913**	**$ (21,939,333)**	**65.5%**	66.7%
Expenditures:					
Salaries and Wages	$ 38,701,459	$ 24,786,441	$ (13,915,018)	64.0%	65.4%
Employee Fringe Benefits	$ 16,135,734	$ 11,500,085	$ (4,635,649)	71.3%	66.7%
Purchased Services	$ 8,358,213	$ 4,825,397	$ (3,532,816)	57.7%	66.7%
Supplies and Materials	$ 2,828,073	$ 1,448,662	$ (1,379,411)	51.2%	66.7%
Capital Outlay	$ 572,415	$ 276,152	$ (296,263)	48.2%	66.7%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 795,585	$ 445,161	$ (350,424)	56.0%	66.7%
Transfers/ Advances out	$ 345,051	$ 105,051	$ (240,000)	30.4%	66.7%
Total Expenditures	**$ 67,736,530**	**$ 43,386,949**	**$ (24,349,581)**	**64.1%**	66.7%
Revenue over (under) Expenditures	**$ (4,067,285)**	**$ (1,657,036)**			
Ending Cash Balance	**$ 12,815,772**	**$ 15,226,021**			
Encumbrances		**$ 3,979,151**			69.93%
Available Unencumbered Balance		**$ 11,246,870**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 7,895,281.43**
Total Expenditures Current Month All Funds	**$ 6,120,625.60**
Total Month End Cash Balance	**$ 37,372,683.29**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 88,853,132.84**
Prior Fiscal Year Carryover Encumbrances	**$ 17,304,491.68**
Total Available All Funds	**$ 106,157,624.52**
Fiscal Year To Date Expenses All Funds	**$ 70,542,229.16**
Fiscal Year To Date % expended All Funds	**66.5%**