

January 16, 2019
Lincolnshire / 6:00 PM

Board of Education
Washington Local Schools

This is a meeting of the Washington Local Board of Education in public for the purpose of conducting school district business and is not to be considered a public community meeting. The time for public participation during this meeting is indicated on the agenda as Community Comment. R.C. 121.22, 3313.15

1. Opening

- A. Call to Order by the President
- B. Roll Call by the Treasurer
- C. Pledge of Allegiance
- D. National Anthem – Hiawatha, McGregor, Monac, and Wernert
- E. Community Comment

RECOGNITIONS AND PRESENTATIONS

- Recognize 2018 Board President, Thomas Ilstrup
- School Board Recognition Month Proclamation
- Building Celebration of Excellence – Monac Elementary

TREASURER’S REPORTS AND RECOMMENDATIONS

- 2. Minutes
- 3. Financial Reports and Investments
- 4. Authorization for Payment of Legal Fees
- 5. Administrative Services Agreement for Self-Funded Dental Benefit Plan
- 6. Establish Scholarship Fund: Paul R. Schlegel
- 7. Establish Scholarship Fund: Whitmer High School

SUPERINTENDENT’S REPORT

BOARD COMMUNICATION

ADMINISTRATOR REPORT

SUPERINTENDENT’S RECOMMENDATIONS

- 8. Gifts and Donations
- 9. Purchases over \$25,000
- 10. Community Transit Services
- 11. Board of Education Bylaws and Policies
- 12. Board of Education Policy - Approval
- 13. Job Description
- 14. Executive Session
- 15. Real Estate Purchase Agreement (Treasurer's Recommendation)
- 16. Personnel
- 17. Law Firm Contract
- 18. Levy Discussion
- 19. Adjournment

1. Opening

A. Call to Order by the President

The January 16, 2019 meeting of the Board of Education of Washington Local Schools will come to order. It is now _____ P.M.

B. Roll Call by the Treasurer

_____ Ms. Canales
_____ Mr. Hughes
_____ Mr. Hunter
_____ Mr. Ilstrup
_____ Mr. Sharp

Also present:

_____ Dr. Hayward, Superintendent
_____ Mr. Davis, Assistant Superintendent
_____ Mr. Fouke, Treasurer

C. Pledge of Allegiance

D. National Anthem – Hiawatha, McGregor, Monac and Wernert

E. Community Comment

The purpose of the Board of Education meeting is to conduct official Board business. The opportunity for people to address the Board of Education is a privilege that Boards of Education need not grant. This Board of Education has been interested in receiving information from the community. However, in order to provide time for the Board to carry on regular Board business, it becomes necessary to establish certain rules to be followed by those persons wishing to address the Board during Community Comment.

PROCEDURE FOR COMMUNITY COMMENT

1. Person addressing the Board should state his/her full name and address.
2. The number of delegates speaking on a particular topic should be limited to one whenever possible.
3. Person addressing the Board should limit his/her remarks to three minutes unless the presentation is of an unusual nature.
4. Questions pertaining to the school operation should be directed to the administration at a time other than during Community Comment.
5. Person addressing the Board should not engage in remarks that could be interpreted as libelous or inflammatory to a particular individual.
6. The Board of Education will attempt to complete the item of Community Comment within thirty minutes.

Adopted by the Washington Local Board of Education ~ June 7, 2014

2. Minutes

The Treasurer recommends that the Board of Education approve the minutes of the regular meetings of December 8 and December 19, 2018, as presented.

Moved by: _____

Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

December 8, 2018

The Washington Local Board of Education met in regular session pursuant to the rules in the Administration Building, 3505 West Lincolnshire Boulevard, on December 8, 2018 at 8:00 a.m. The following members were present:

Mr. Mark Hughes
 Ms. Lisa Canales
 Mr. Thomas Ilstrup
 Mr. David Hunter
 Mr. Chris Sharp

Also, Dr. Susan Hayward, Superintendent,
 and Mr. Jeffery Fouke, Treasurer

Toledo
 Clinic
 Presentation:

Dr. Tim Schramko, Mr. Mike D'Eramo, Chief Administrative Officer, Mr. Tom Sylak, Chief Operating Officer, Mr. Tim Pablowski, Executive Director of Value Based Systems, of The Toledo Clinic and Mr. Matthew Rizzo, CEO/President, A Renewed Mind, met with the Board of Education, Dr. Hayward and Mr. Fouke to discuss the opportunity to partner with Washington Local Schools, to develop a community health partnership with The Toledo Clinic.

OFCC
 Update:

Dr. Hayward provided an update regarding the progress of OFCC. As of July 1st, we are ranked 49th and obtain 20% of the local share cost, with 80% paid by the State of Ohio, however OFCC only has funding for about 10 projects per year. Due to where we fall on the list, we would not be able to begin our projects for at least 4-5 years or we can decide to participate in the Expedited Local Partnership Program (ELPP).

Levy
 Reflection
 2018:

Discussion regarding the levy outcome and the various options available moving forward.

Network
 Expansion
 Project:

Dr. Bob Gulick, Director of Technology, explained the need to improve our existing network infrastructure that supports the district telephone system as well as possible future camera system improvements which will further help support changes with technology.

GainCap
 Coalition
 Participation:

Dr. Hayward notified the Board of Education that the Delaware county superintendent, Paul Craft had reached out to her regarding funding in the state of Ohio. He is organizing for capped districts to come together and hire a full-time lawyer to focus on funding in the State of Ohio within the next six months. He further recommends providing \$5,000 to the legal firm, in conjunction with other capped districts. Mr. Ilstrup would like Dr. Hayward to provide a cost analysis of what will be provided in terms of services and how they would go forward.

It was moved by Mr. Hughes and seconded by Ms. Canales that this meeting be adjourned at 10:08 a.m.

Adjournment:
085-12/18

Yes: Ms. Canales, Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes (5)

Let the record show that an audio recording of this meeting has been made and is on file in the Office of the Treasurer.

Approved: _____
(President)

Attest: _____
(Treasurer)

December 19, 2018

The Washington Local Board of Education met in regular session pursuant to the rules in the Administration Building, 3505 West Lincolnshire Boulevard, on December 19, 2018 at 6:00 p.m. The following members were present:

Mr. Mark Hughes
 Ms. Lisa Canales
 Mr. Thomas Ilstrup
 Mr. David Hunter
 Mr. Chris Sharp

Also, Dr. Susan Hayward, Superintendent,
 Mr. Brian Davis, Assistant Superintendent,
 and Mr. Jeffery Fouke, Treasurer

National Anthem:

The National Anthem along with other holiday selections were performed by the Whitmer Show Choir under the direction of Mr. Randy Baughman.

Community Comment:

Matt Durham, 6942 N. Ridgeville Ln., Lambertville, MI 48149
 Mr. Durham, TAWLS treasurer, thanked local businesses located in the Washington Local school district for sponsoring the Candy Budd Amazing Race, which raised \$2,082 to benefit the Candy Budd Scholarship Fund this year. Mr. Durham also mentioned that TAWLS president, Jen Gent, would be distributing to each kindergarten class, a winter inspired book, for this holiday season.

Recognition & Presentations

Dr. Hayward announced that tonight, Hiawatha principal, Bert Bernhardt will be showcasing the great things happening at Hiawatha Elementary as part of the continued tradition for the "Building Celebration of Excellence."

Ms. Becky Fuller, Transportation, provided the Board of Education with the current state of our fleet as well as an overview for the necessity to purchase 10 additional buses this year.

Public Hearing- Re-employment

Members of the public are invited to provide input to the Board on the issue of re-employing Richard Merritt during his service retirement. Speakers are limited to five (5) minutes each, and all public comment will be closed after thirty (30) minutes. A sign-up sheet will be used, if necessary, to determine the order in which persons will address the Board.

Comments

Mr. Hunter expressed the importance of the role Mr. Merritt plays within the district and is certain everyone feels this way about him.

Minutes:
 086-12/18

It was moved by Ms. Canales and seconded by Mr. Hunter to accept the Treasurer's recommendation that the Board of Education approve the regular meeting of November 7, 2018, as presented.

Yes: Ms. Canales, Mr. Ilstrup, Mr. Hunter, Mr. Hughes (4)
 Abstain: Mr. Sharp (1)

The Board was presented with the following reports for November:

- (1) Summary of Cash Balances, Revenue, General Fund Revenue Detail and Expenses for the Month
- (2) Cash Report of All funds
- (3) Schedule of Checks Written
- (4) Summary of Investments and Earnings

Financial Reports & Investments:
087-12/18

It was moved by Ms. Canales and seconded by Mr. Hughes to accept the Treasurer's recommendation that the Board of Education approve Financial Reports and Investments as presented.

Yes: Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes, Ms. Canales (5)

It was moved by Mr. Ilstrup and seconded by Mr. Hunter to accept the Treasurer's recommendation that the Board of Education approve the following payments of legal fees as presented:

Payment of Legal Fees:
088-12/18

Bricker & Eckler	October Services	\$4,052.89
Spengler Nathanson	October Services	\$2,016.57

Yes: Mr. Hunter, Mr. Sharp, Mr. Hughes, Ms. Canales, Mr. Ilstrup (5)

It was moved by Mr. Hunter and seconded by Mr. Sharp to accept the Treasurer's recommendation that the Board of Education approve the FY 2019 Amended Appropriation Measure, at fund level, as presented.

FY2019 Amended Appropriation Measure:
089-12/18

SEE PAGES 15301-15316

Yes: Mr. Sharp, Mr. Hughes, Ms. Canales, Mr. Ilstrup, Mr. Hunter (5)

It was moved by Ms. Canales and seconded by Mr. Hughes to accept the Treasurer's recommendation that the Board of Education approve the revised rates for healthcare insurance, effective January 1, 2019 through June 30, 2019. These are monthly rates that reflect a 10% decrease, as presented:

Approval of Healthcare Ins. Rates:
090-12/18

Paramount Healthcare		<u>Current</u>	<u>New</u>
<u>HMO Health:</u>	Single:	\$377.76	\$339.99
	Family:	\$1,324.90	\$1,192.41
<u>HMO Prescriptions</u>	Single:	\$98.56	\$88.70
	Family:	\$368.14	\$331.33
<u>MVP HMO Health</u>	Single:	\$285.79	<i>no change</i>
	Family:	\$1,015.82	<i>no change</i>

Yes: Mr. Hughes, Ms. Canales, Mr. Ilstrup, Mr. Hunter, Mr. Sharp (5)

OSBA

&

NSBADues:

091-12/18

It was moved by Ms. Canales and seconded by Mr. Hughes to accept the Treasurer's recommendation that the Board of Education authorize payment of the following dues for the period of 01/01/2019 to 12/31/2019:

A. **Ohio School Boards Association (OSBA)** dues in the amount of \$8,418.00, \$250.00 for the *Virtual Transportation Supervisor* subscription, \$200.00 for the *School Management News* subscriptions, \$140.00 for the *OSBA Briefcase* subscription.

B. **National School Boards Association (NSBA)** for the National Affiliate Membership in the amount of \$4,165.00.

Yes: Ms. Canales, Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes (5)

LegalAssistanceFund:

092-12/18

It was moved by Ms. Canales and seconded by Mr. Hunter to accept the Treasurer's recommendation that the Board of Education approve payment of \$250.00 to OSBA Legal Assistance Fund Consultant Service pursuant to O.R.C. Section 3313.171 for January 1, 2019 through December 31, 2019.

Yes: Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes, Ms. Canales (5)

2019Organ-izationalMtg. Date:

093-12/18

It was moved by Mr. Hughes and seconded by Mr. Sharp to accept the Treasurer's recommendation that the Board of Education set the date and time for the 2019 Organizational Meeting, as required by law, as follows:

Date: Wednesday, January 9, 2019
Time: 6:00 p.m.
Location: WLS Administration Building
 3505 West Lincolnshire Blvd.
 Toledo, OH 43606

Yes: Mr. Hunter, Mr. Sharp, Mr. Hughes, Ms. Canales, Mr. Ilstrup (5)

ElectPresidentPro Tem:

094-12/18

The Treasurer recommends the Board of Education elect a President Pro Tem to open the 2019 Organizational Meeting and conduct the Election of Officers.

Nomination: Mr. Ilstrup **Nominated by: Mr. Hunter**

Roll Call:

Mr. Sharp – Mr. Ilstrup
 Mr. Hughes – Mr. Ilstrup
 Ms. Canales – Mr. Ilstrup
 Mr. Ilstrup – Mr. Ilstrup
 Mr. Hunter – Mr. Ilstrup

Mr. Ilstrup is elected as President Pro Tem.

It was moved by Mr. Hunter and seconded by Mr. Hughes to accept the Superintendent's recommendation that the Board of Education approve the Whitmer Curiosity of S.T.E.M. club, as presented:

Student
Activity
Curiosity
S.T.E.M
Club:

095-12/18

A. Curiosity of S.T.E.M. Club

The purpose and goal of this club is to provide Washington Local students the opportunity to engage in S.T.E.M. related news and activities.

Yes: Mr. Hughes, Ms. Canales, Mr. Ilstrup, Mr. Hunter, Mr. Sharp (5)

It was moved by Ms. Canales and seconded by Mr. Sharp to accept the Superintendent's recommendation that the Board of Education approve the gifts and donations, as presented:

Gifts
&
Donations:
096-12/18

A. Cathy S. Bohland, 223 Dean Road, Temperance, MI 48182

Donation of a 2008 PT Cruiser vehicle to the Automotive Technology Program at Whitmer Career and Technology Center.

B. Ohio Skate, 5735 Opportunity Drive, Toledo, OH 43612

Donation of 30 Free Sunday Admissions and 30 Free Saturday Admissions to Ohio Skate. A total cash value of \$450.00 to be used for student incentives at Jefferson Junior High School.

C. Toledo Zoo, 2 Hippo Way, Toledo, OH 43609

Donation of two admissions to the Toledo Zoo to be used for student incentives at Shoreland Elementary School.

D. Fifth Third Field, 406 Washington Street, Toledo, OH 43604

Donation of four admissions to the Toledo Walleye game to be used for student incentives at Shoreland Elementary School.

E. Fifth Third Field, 406 Washington Street, Toledo, OH 43604

Donation of four admissions to the Toledo Mudhens game to be used for student incentives at Shoreland Elementary School.

F. Ohio Skate, 5735 Opportunity Drive, Toledo, OH 43612

Donation of 60 admissions to Ohio Skate to be used for student incentives at Shoreland Elementary School.

G. Splash Universe, 100 Whitehall Drive, Dundee, MI 48131

Donation of four full day water park admissions to Splash Universe to be used for student incentives at Shoreland Elementary School.

H. Alexis Par 2, 210 E. Alexis Road, Toledo, OH 43612

Donation of four vouchers to Alexis Par 2 to be used for student incentives at Shoreland Elementary School.

I. Chris and Susan Thompson, 5302 Pageland Drive, Toledo, OH 43611

Donation of \$100 to Whitmer High School for the Honor Wall.

Yes: Ms. Canales, Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes (5)

Bus
Purchase
Resolution:
097-12/18

It was moved by Ms. Canales and seconded by Mr. Ilstrup to accept the Superintendent's recommendation that the Board of Education approve the Resolution for Purchase of Stock School Buses, as presented:

**AUTHORIZING CONTRACT FOR PURCHASE OF STOCK SCHOOL
BUSES
FROM RUSH TRUCK CENTER OF OHIO, INC.**

WHEREAS, the District is a member of The Ohio Schools Council (OSC), a regional council of governments created under Chapter 167 of the Ohio Revised Code; and

WHEREAS, procurements made by the OSC on behalf of its members under a contract entered into under R.C. 167.081 are exempt from any competitive selection or bidding requirements otherwise required by law; and

WHEREAS, pursuant to R.C. 167.081, on April 19, 2018, the OSC received bids for school buses on behalf of its members, and the Board has learned that Rush Truck Center of Ohio, Inc., submitted the lowest responsible bid for school buses as part of that solicitation by the OSC; and

WHEREAS, on September 24, 2018, in accordance with its bid submitted in response to the OSC, Rush Truck Center of Ohio, Inc., provided the District with a price quotation for a total of ten model year 2020 78-passenger conventional style buses at a price of \$805,559.00, with a trade in credit for the ten buses to be removed from service of \$15,700.00, for a total purchase price of \$789,859.00; and

WHEREAS, the Board believes it is in its best interest to purchase a total of ten model year 2020 78-passenger conventional style buses at OSC bid pricing of \$805,559.00 and to trade in the ten buses to be removed from service for a credit of \$15,700.00, for a total purchase price of \$789,859.00;

NOW, THEREFORE, BE IT RESOLVED by the Washington Local School District Board of Education as follows:

1. The Board authorizes a contract with Rush Truck Center of Ohio, Inc., for the purchase of ten model year 2020 78-passenger conventional style buses at the price set by the competitive bidding process undertaken by OSC on its member's behalf in an amount not to exceed \$805,559.00, with a trade in credit for the ten buses to be removed from service of not less than \$15,700.00, for a total purchase price not to exceed \$789,859.00.

2. The Treasurer is authorized to issue a purchase order for this purchase and to sign any required related documentation with Rush Truck Center of Ohio, Inc., in the amounts stated above.

Yes: Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes, Ms. Canales (5)

It was moved by Mr. Ilstrup and seconded by Ms. Canales to accept the Superintendent's recommendation that the Board of Education approve the Change Order for the Whitmer Auditorium Stage Ramp, as presented:

A. Utopia Construction, Inc.

- -\$91.25

Yes: Mr. Hunter, Mr. Sharp, Mr. Hughes, Ms. Canales, Mr. Ilstrup (5)

It was moved by Mr. Hunter and seconded by Mr. Hughes to accept the Superintendent's recommendation that the Board of Education approve the Final Payment, including all change orders, for the Whitmer Auditorium Stage Ramp, as presented:

A. Utopia Construction, Inc.	\$2,008.75
Original Contract Sum	42,000.00
Change Orders	(91.25)
Contract Sum to Date	41,908.75
Total Completed & Stored to Date	41,908.75
Retainage	0.00
Total Earned less Retainage	41,908.75
Less Previous Certificates for Payment	39,900.00
Current Payment Due	2,008.75
Balance to Finish	0.00

Yes: Mr. Sharp, Mr. Hughes, Ms. Canales, Mr. Ilstrup, Mr. Hunter (5)

It was moved by Mr. Hunter and seconded by Mr. Hughes to accept the Superintendent's recommendation to waive first reading on the Board policy, as presented:

Policy 6423 – Use of Credit Cards – REVISED

Mr. Hunter and Mr. Hughes withdrew their motion to waive first reading.

Dr. Hayward recommended that the Board of Education hold first reading on the Board Policy, as presented:

Policy 6423 – Use of Credit Cards – REVISED

It was moved by Mr. Hunter and seconded by Ms. Canales to accept the Superintendent's recommendation that the Board of Education enter into Executive Session to:

- Consider the employment of a public employee or official.
- Consider the purchase of property for public purposes.

Yes: Ms. Canales, Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes (5)

Change
Order/
WHS
Auditorium
Stage
Ramp:
098-12/18

Final
Payment/
WHS
Auditorium
Stage
Ramp:
099-12/18

Board
Policy:

Executive
Session:
100-12/18

Executive
Session-
Continued:

The Board entered into Executive Session at 7:11 p.m. The meeting was reconvened at 7:53 p.m. and did, in fact:

- Consider the employment of a public employee or official.
- Consider the purchase of property for public purposes.

All five board members are still in attendance.

Personnel
Items
1 of 2:
101-12/18

It was moved by Ms. Canales and seconded by Mr. Hughes to accept the Superintendent's recommendation that the Board of Education approve, via consent motion, personnel items 1 of 2 as presented:

1. RESIGNATIONS
A. Administrative Personnel

- | | | | |
|----|------------|---------------------------------|-------------------------------------|
| 1. | Amy Franco | Elementary Principal
Jackman | 06/30/2019
Retirement
22 yrs. |
|----|------------|---------------------------------|-------------------------------------|

B. Certified Personnel

- | | | | |
|----|-------------------|-----------------------------------|-------------------------------------|
| 1. | Denise Amirhamzeh | Special Education
Washington | 06/30/2019
Retirement
21 yrs. |
| 2. | Deborah Arquette | Nurse
Shoreland/Hiawatha/Monac | 06/30/2019
Retirement
11 yrs. |
| 3. | Gary O'Connor | Industrial Technology
Whitmer | 06/30/2019
Retirement
32 yrs. |

C. Classified Personnel

- | | | | |
|----|------------------|-----------------------------|------------------------------------|
| 1. | Annette Davidson | Classroom Aide
Whitmer | 12/31/2018
Retirement
5 yrs. |
| 2. | Taylor Uhrick | Classroom Aide
Shoreland | 12/03/2018
Resignation |

D. Extra Duty Personnel

- | | | | |
|----|-------------------|---|------------|
| 1. | Denise Amirhamzeh | #9S-1 Int.Spec./Inst Tutor Annual Stpnd | 06/30/2019 |
| 2. | Randy Baughman | #181L Winter Play | 11/16/2018 |
| 3. | Gary O'Connor | #071-1 Tennis-Head Coach-Boys | 06/30/2019 |
| 4. | Gary O'Connor | #071-2 Tennis-Head Coach-Girls | 06/30/2019 |
| 5. | Gary O'Connor | #130-10 CTSO Club Advisor | 06/30/2019 |

E. Substitute Administrative Personnel

1. Christopher Kreft

2. DISABILITY

A. Classified Personnel

1. John Beddoes Information Technology Technician 07/31/2017

3. LEAVES OF ABSENCE

A. Classified Personnel

1. Douglas Sams Medical Leave 10/29/2018 – 12/31/2018
2. Patrick Smith Medical Leave 11/05/2018 – 03/31/2019

B. Workers Compensation

1. Maria Donbrosky Unpaid Leave 11/12/2018 – 01/31/2019
2. Peter Gramza Unpaid Leave 01/01/2019 – 01/31/2019
3. Leslie Lewallen Unpaid Leave 11/08/2018 – 01/31/2019

4. NOMINATIONS – 2018/19

A. Classified Personnel

1. Christine Bare Classified Aide – Jackman 01/03/2019
7 hrs./day
Sched. J, Step 0 @ \$15.43/hr.
2. Ashley McDonald Classroom Aide – Greenwood 01/03/2019
4 hrs./day
Sched. J, Step 0 @ \$15.43/hr.
1. Jessica Moya Classroom Aide – Meadowvale 01/03/2019
NEW POSITION 7 hrs./day
Sched. J, Step 0 @ \$15.43/hr.

B. Extra Duty Personnel

1. Randy Baughman #181L-a Winter Play \$ 720.00
2. Matthew Borer** #021-12a Bsktbll-Elem Coach-Mdwvle \$ 375.00
3. Joni Collins** #021-14a Bsktbll-Elem Coach-Grnwood \$ 375.00
4. Russell Ewing** #016-1 Basketball-Elem Coor-Boys \$ 1,502.00
5. Russell Ewing** #016-2 Basketball-Elem Coor-Girls \$ 1,502.00
6. Anthony Foster** #021-13a Bsktbll-Elem Coach-Monac \$ 375.00
7. Anthony Foster** #021-13b Bsktbll-Elem Coach-Monac \$ 375.00
8. Amy French** #021-6a Bsktbll-Elem Coach-Hiawatha \$ 375.00
9. Amy French** #021-6b Bsktbll-Elem Coach-Hiawatha \$ 375.00
10. Ryan Marx** #021-11a Bsktbll-Elem Coach-McGregor \$ 375.00
11. Ryan Marx** #021-11b Bsktbll-Elem Coach-McGregor \$ 375.00
12. Ryan Ochmanek** #021-15a Bsktbll-Elem Coach-Shrland \$ 375.00

Personnel
Items
1 of 2-
Continued:

13. Ryan Ochmanek**	#021-15b Bsktbll-Elem Coach-Shrland	\$ 375.00
14. Andrew Parent**	#207 Drumline Advisor	\$ 1,126.00
15. Kate Peters	#181L-c Winter Play	\$ 626.00
16. Felicia Singleton	#181L-b Winter Play	\$ 626.00
17. Darryl Stephens**	#021-14b Bsktbll-Elem Coach-Grnwood	\$ 375.00
18. Belinda Sutherland**	#021-9a Bsktbll-Elem Coach-Jackman	\$ 375.00
19. Belinda Sutherland**	#021-9b Bsktbll-Elem Coach-Jackman	\$ 375.00
20. Travis Thibodeau**	#021-17a Bsktbll-Elem Coach-Wernert	\$ 375.00
21. Travis Thibodeau**	#021-17b Bsktbll-Elem Coach-Wernert	\$ 375.00
22. Casey Wray**	#021-12b Bsktbll-Elem Coach-Mdwvale	\$ 375.00

**Consultants

C. Substitute Certified Personnel

1. Emily Bishop
2. Lisa Flowers
3. Brian Greer
4. Jennifer Marenberg
5. Tyler O'Brien
6. Kerry Rubin
7. Alysia Shaffer
8. Terrie Stong

D. Substitute Classified Personnel

1. Laurey Baer
2. Sandra Calverd
3. Melissa Dunne
4. Nicole Fielding
5. William Hall
6. Diana Iott-Cherko
7. Karly Jacobs
8. Megan Johnson
9. Ashley McDonald
10. Trilby Revels
11. Holly Schwartz
12. Jacob Terry

E. Home Instruction Personnel @ \$27.53/hr.

1. Lauren Boudreaux

F. Extra Duty Index Volunteers

Accepting Services for Coaching

1. Molly Green Gymnastics

G. Resident Educator Mentor @ \$650.00 per Resident Educator per School Year

1. Kelly Cowan*

*Mentor has two (2) Resident Educators

Personnel

Items1 of 2-Continued:**H. Bus Driver Recertification @ \$100.00**

1. Jamie Purvis

I. Various Work Performed for Regional Football Playoffs – 2018

1. Evan Back	Field Supervisor	\$	75.00
2. Carma Donati	Ticket Manager	\$	150.00
3. Sherri Gauthier	Secretarial Duties	\$	70.00
4. David Halfpap	Ticket Crew	\$	35.00
5. David Heigel	Attendant/Stats	\$	50.00
6. Paul Kruthaup	Assistant Manager	\$	75.00
7. Lynda Mazzurco	Bookkeeping Duties	\$	70.00
8. Adam Pickard	Video Coordinator	\$	50.00
9. Thomas Snook	Tournament Manager	\$	250.00
10. Richard Thomaswick	Media Coord.	\$	100.00

J. Credit Recovery Class Monitors @ \$27.53/hr.

1. Justin Muir

K. O.S.T. Preparation Camp Tutors @ \$27.53/hr.

Various Dates from October 15 – December 3, 2018

1. Justin Muir
2. Samantha Warren

5. CHANGE OF CONTRACTS

A. Administrative Personnel

1. Rebecca Fuller From Assistant Supervisor of Transportation, Sched. 6.2, Step 10 @ \$76,853.00 to Director of Transportation, Sched. 6.1, Step 9 @ \$80,052
Effective: December 20, 2018

B. Certified Personnel

1. Ryan Brown Whitmer
From Trng. 5 (M.A.), Step 17 @ \$81,534 to Trng. 5.5 (M.A.+18), Step 17 @ \$83,820
Effective: 2nd Semester

C. Classified Personnel

1. Kimberley Crago From Nutrition Service Worker – Meadowvale (2 hrs./day), Sched. O, Step 6 @ \$15.44/hr. to Safety Aide – McGregor (2 hrs./day), Sched. K, step 0 @ \$15.86/hr. She is keeping her Bus Monitor Position.
Effective: November 12, 2018

Personnel
Items
1 of 2-
Continued:

2. Maria Donbrosky From Nutrition Service Worker – Jefferson (5.75 hrs./day), Sched. O, Step 7 @ \$15.64/hr. + Longevity \$1.10/hr. = \$16.74/hr. to Nutrition Service Manager – Jackman (8 hrs./day), Sched. N, Step 0 @ 15.96/hr. + Longevity \$1.10/hr. = \$17.06/hr.
Effective: November 8, 2018

3. Phyllis Hinkle From Safety Aide – McGregor (2 hrs./day), Sched. K, Step 6 @ \$17.49/hr. + Longevity \$1.10/hr. = \$18.59/hr. and Custodian – Jackman (4 hrs./day), Sched. D, Step 1 @ \$19.10/hr. + Longevity \$1.10/hr. = \$20.20/hr. to Classroom Aide – Monac (7hrs./day), Sched. J, Step 0 @ \$15.43/hr. + Longevity \$1.10/hr. = \$16.53/hr.
Effective: November 15, 2018

Yes: Mr. Ilstrup, Mr. Hunter, Mr. Sharp, Mr. Hughes, Ms. Canales (5)

Personnel
Items
2 of 2:
102-12/18

It was moved by Mr. Ilstrup and seconded by Mr. Hughes to accept the Superintendent’s recommendation that the Board of Education approve, via consent motion, personnel items 2 of 2 as presented:

1. LEAVES OF ABSENCE

A. Certified Personnel

1. Julie Hunter Maternity Leave 11/27/2018 – 01/02/2019

NOMINATIONS – 2018/19

A. Extra Duty Personnel

1. Daniel Hunter #064-1 Golf-Associate Coach-Boys \$ 3,754.00

Yes: Mr. Sharp, Mr. Hughes, Ms. Canales, Mr. Ilstrup (4)
Abstain: Mr. Hunter (1)

Adjournment:
103-12/18

It was moved by Mr. Hunter and seconded by Ms. Canales that this meeting be adjourned at 7:57 p.m.

Yes: Mr. Sharp, Mr. Hughes, Ms. Canales, Mr. Ilstrup, Mr. Hunter

Let the record show that an audio recording of this meeting has been made and is on file in the Office of the Treasurer.

Approved: _____
(President)

Attest: _____
(Treasurer)

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001 GENERAL

1160 REGULAR INSTRUCTION

100 PERSONAL SERVICES - SALARIES
200 EMPLOYEES RETIRE. & INSUR. BEN
400 PURCHASED SERVICES
500 SUPPLIES AND MATERIALS
600 CAPITAL OUTLAY

Total for 1100 REGULAR INSTRUCTION

1200 SPECIAL INSTRUCTION

100 PERSONAL SERVICES - SALARIES
200 EMPLOYEES RETIRE. & INSUR. BEN
400 PURCHASED SERVICES
500 SUPPLIES AND MATERIALS

Total for 1200 SPECIAL INSTRUCTION

1300 VOCATIONAL INSTRUCTION

100 PERSONAL SERVICES - SALARIES
200 EMPLOYEES RETIRE. & INSUR. BEN
400 PURCHASED SERVICES
500 SUPPLIES AND MATERIALS
600 CAPITAL OUTLAY
800 MISCELLANEOUS OBJECTS

Total for 1300 VOCATIONAL INSTRUCTION

1900 OTHER INSTRUCTION

100 PERSONAL SERVICES - SALARIES
200 EMPLOYEES RETIRE. & INSUR. BEN
400 PURCHASED SERVICES

Total for 1900 OTHER INSTRUCTION

2100 SUPPORT SERVICES - PUPILS

100 PERSONAL SERVICES - SALARIES
200 EMPLOYEES RETIRE. & INSUR. BEN
400 PURCHASED SERVICES
500 SUPPLIES AND MATERIALS
800 MISCELLANEOUS OBJECTS

Total for 2100 SUPPORT SERVICES - PUPILS

2200 SUPP SERV- INSTRUCTIONAL STAFF

	2019 Appropriations	Prior FY Carry Over	Total Appropriation
24,979,824.00	.00		24,979,824.00
9,050,328.00	.00		9,050,328.00
574,893.00	12,407.32		587,300.32
1,209,200.00	57,179.10		1,266,379.10
404,700.00	5,080.94		409,780.94
35,216,951.00	74,667.36		35,291,618.36
6,235,208.00	.00		6,235,208.00
2,549,895.00	.00		2,549,895.00
3,251,474.23	37,579.84		3,289,054.07
156,792.95	492.95		157,285.90
12,149,237.39	38,072.79		12,187,310.18
1,700,650.00	.00		1,700,650.00
571,503.00	.00		571,503.00
189,495.00	20,010.79		209,505.79
172,452.00	19,362.61		191,814.61
477,000.00	25,427.44		502,427.44
6,000.00	.00		6,000.00
3,110,790.00	58,800.78		3,169,590.78
100,037.00	.00		100,037.00
35,128.00	.00		35,128.00
3,250,000.00	.00		3,250,000.00
3,395,165.00	.00		3,395,165.00
4,099,226.00	.00		4,099,226.00
1,501,202.00	.00		1,501,202.00
937,516.61	13,973.88		951,490.49
65,053.00	109.80		65,162.80
1,500.00	.00		1,500.00
6,604,237.61	14,083.68		6,618,321.29

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
100 PERSONAL SERVICES - SALARIES	1,969,129.00	.00	1,969,129.00
200 EMPLOYEES RETIRE. & INSUR. BEN	639,791.00	.00	639,791.00
400 PURCHASED SERVICES	9,976.00	66.64	10,042.64
500 SUPPLIES AND MATERIALS	101,851.00	5,656.89	107,507.89
800 MISCELLANEOUS OBJECTS	1,500.00	.00	1,500.00
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	2,122,247.00	5,723.53	2,127,970.53
2300 SUPPORT SERV.-ED. OF EDUCATION			
100 PERSONAL SERVICES - SALARIES	20,000.00	.00	20,000.00
200 EMPLOYEES RETIRE. & INSUR. BEN	4,806.00	.00	4,806.00
400 PURCHASED SERVICES	204,800.00	9,261.00	213,061.00
500 SUPPLIES AND MATERIALS	5,000.00	975.41	5,975.41
800 MISCELLANEOUS OBJECTS	54,250.00	.00	54,250.00
Total for 2300 SUPPORT SERV.-ED. OF EDUCATION	298,856.00	9,136.41	307,992.41
2400 SUPPORT SERV- ADMINISTRATIVE			
100 PERSONAL SERVICES - SALARIES	5,474,714.00	.00	5,474,714.00
200 EMPLOYEES RETIRE. & INSUR. BEN	1,713,172.00	949.34	1,714,121.34
400 PURCHASED SERVICES	834,213.00	40,459.89	874,672.89
500 SUPPLIES AND MATERIALS	57,797.00	5,895.09	64,692.09
800 MISCELLANEOUS OBJECTS	67,542.00	2,428.76	69,970.76
Total for 2400 SUPPORT SERV- ADMINISTRATIVE	5,647,438.00	50,728.08	5,698,166.08
2500 FISCAL SERVICES			
100 PERSONAL SERVICES - SALARIES	601,782.00	.00	601,782.00
200 EMPLOYEES RETIRE. & INSUR. BEN	285,990.00	100.00	286,090.00
400 PURCHASED SERVICES	74,999.00	28,446.20	103,445.20
500 SUPPLIES AND MATERIALS	20,347.00	2,795.00	23,142.00
600 CAPITAL OUTLAY	23,000.00	.00	23,000.00
800 MISCELLANEOUS OBJECTS	845,100.00	.00	845,100.00
Total for 2500 FISCAL SERVICES	1,851,218.00	31,341.20	1,882,559.20
2600 SUPPORT SERVICES - BUSINESS			
100 PERSONAL SERVICES - SALARIES	315,972.00	.00	315,972.00
200 EMPLOYEES RETIRE. & INSUR. BEN	170,015.00	.00	170,015.00
400 PURCHASED SERVICES	27,455.00	7,853.47	35,308.47
500 SUPPLIES AND MATERIALS	1,000.00	.00	1,000.00
800 MISCELLANEOUS OBJECTS	5,903.00	.00	5,903.00
Total for 2600 SUPPORT SERVICES - BUSINESS	520,345.00	7,853.47	528,198.47
2700 OPERATION & MAINT OF PLANT SER			
100 PERSONAL SERVICES - SALARIES	3,651,168.00	.00	3,651,168.00

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	2019	Prior FY	Total
	Appropriations	Carry Over	Appropriation
200 EMPLOYEES RETIRE. & INSUR. BEN	1,319,400.00	.00	1,319,400.00
400 PURCHASED SERVICES	3,627,857.00	202,073.89	3,729,930.89
500 SUPPLIES AND MATERIALS	759,325.00	16,159.52	769,484.52
800 MISCELLANEOUS OBJECTS	580.00	.00	580.00
Total for 2700 OPERATION & MAINT OF PLANT SER	3,232,330.00	218,233.41	9,450,583.41
2800 SUPPORT SERV - PUPIL TRANSPOR.			
100 PERSONAL SERVICES - SALARIES	1,707,209.00	.00	1,707,209.00
200 EMPLOYEES RETIRE. & INSUR. BEN	822,511.00	.00	822,511.00
400 PURCHASED SERVICES	404,260.00	54,082.96	458,342.96
500 SUPPLIES AND MATERIALS	563,500.00	81,699.86	645,199.86
800 MISCELLANEOUS OBJECTS	500.00	.00	500.00
Total for 2800 SUPPORT SERV - PUPIL TRANSPOR.	3,498,280.00	135,782.82	3,634,062.82
2900 SUPPORT SERVICES - CENTRAL			
100 PERSONAL SERVICES - SALARIES	504,213.00	.00	504,213.00
200 EMPLOYEES RETIRE. & INSUR. BEN	260,309.00	100.00	260,409.00
400 PURCHASED SERVICES	395,475.00	16,414.59	413,889.59
500 SUPPLIES AND MATERIALS	143,000.00	.00	143,000.00
600 CAPITAL OUTLAY	120,300.00	20,000.00	140,300.00
800 MISCELLANEOUS OBJECTS	625.00	.00	625.00
Total for 2900 SUPPORT SERVICES - CENTRAL	1,423,922.00	38,514.59	1,462,436.59
3100 FOOD SERVICES OPERATIONS			
400 PURCHASED SERVICES	2,100.00	.00	2,100.00
Total for 3100 FOOD SERVICES OPERATIONS	2,100.00	.00	2,100.00
3200 COMMUNITY RECREATION SERVICES			
100 PERSONAL SERVICES - SALARIES	1,623.00	.00	1,623.00
200 EMPLOYEES RETIRE. & INSUR. BEN	8.00	.00	8.00
800 MISCELLANEOUS OBJECTS	14,900.00	1,780.00	15,780.00
Total for 3200 COMMUNITY RECREATION SERVICES	15,631.00	1,780.00	17,361.00
4100 ACADEMIC & SUBJECT ORIENTED			
100 PERSONAL SERVICES - SALARIES	113,633.00	.00	113,633.00
200 EMPLOYEES RETIRE. & INSUR. BEN	8,121.00	.00	8,121.00
Total for 4100 ACADEMIC & SUBJECT ORIENTED	121,754.00	.00	121,754.00
4300 OCCUPATION ORIENTED ACTIVITIES			
100 PERSONAL SERVICES - SALARIES	23,118.00	.00	23,118.00

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
200 EMPLOYEES RETIRE. & INSUR. BEN	1,554.00	.00	1,554.00
Total for 4300 OCCUPATION ORIENTED ACTIVITIES	24,672.00	.00	24,672.00
4500 SPORT ORIENTED ACTIVITIES			
100 PERSONAL SERVICES - SALARIES	704,240.00	.00	704,240.00
200 EMPLOYEES RETIRE. & INSUR. BEN	86,024.00	.00	86,024.00
400 PURCHASED SERVICES	107,668.87	4,316.87	107,668.87
500 SUPPLIES AND MATERIALS	44,175.00	.00	44,175.00
Total for 4500 SPORT ORIENTED ACTIVITIES	939,789.00	4,316.87	944,105.87
4600 SCHL. & PUBLIC SERV CO-CURRIC.			
100 PERSONAL SERVICES - SALARIES	69,090.00	.00	69,090.00
200 EMPLOYEES RETIRE. & INSUR. BEN	4,203.00	.00	4,203.00
Total for 4600 SCHL. & PUBLIC SERV CO-CURRIC.	73,293.00	.00	73,293.00
5300 ARCHITECTURE & ENGINEERING SER			
400 PURCHASED SERVICES	60,000.00	.00	60,000.00
Total for 5300 ARCHITECTURE & ENGINEERING SER	60,000.00	.00	60,000.00
7200 TRANSFERS			
900 OTHER USES OF FUNDS	295,000.00	.00	295,000.00
Total for 7200 TRANSFERS	295,000.00	.00	295,000.00
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	400,000.00	.00	400,000.00
Total for 7400 ADVANCES OUT	400,000.00	.00	400,000.00
Total for 001 GENERAL	89,005,316.00	689,965.09	89,694,301.09
003 PERMANENT IMPROVEMENT			
1100 REGULAR INSTRUCTION			
600 CAPITAL OUTLAY	25,000.00	.00	25,000.00
Total for 1100 REGULAR INSTRUCTION	25,000.00	.00	25,000.00
1200 SPECIAL INSTRUCTION			
600 CAPITAL OUTLAY	10,000.00	5,044.50	15,044.50

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
Total for 1200 SPECIAL INSTRUCTION	10,000.00	5,044.50	15,044.50
2100 SUPPORT SERVICES - PUPILS			
600 CAPITAL OUTLAY	5,000.00	.00	5,000.00
Total for 2100 SUPPORT SERVICES - PUPILS	5,000.00	.00	5,000.00
2200 SUPP SERV- INSTRUCTIONAL STAFF			
600 CAPITAL OUTLAY	10,000.00	.00	10,000.00
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	10,000.00	.00	10,000.00
2400 SUPPORT SERV- ADMINISTRATIVE			
600 CAPITAL OUTLAY	30,000.00	.00	30,000.00
Total for 2400 SUPPORT SERV- ADMINISTRATIVE	30,000.00	.00	30,000.00
2500 FISCAL SERVICES			
600 CAPITAL OUTLAY	15,000.00	.00	15,000.00
800 MISCELLANEOUS OBJECTS	40,000.00	.00	40,000.00
Total for 2500 FISCAL SERVICES	55,000.00	.00	55,000.00
2700 OPERATION & MAINT OF PLANT SER			
400 PURCHASED SERVICES	150,000.00	14,790.00	164,790.00
600 CAPITAL OUTLAY	195,000.00	51,665.10	246,665.10
Total for 2700 OPERATION & MAINT OF PLANT SER	345,000.00	66,475.10	411,475.10
2800 SUPPORT SERV - PUPIL TRANSPOR.			
600 CAPITAL OUTLAY	1,000,000.00	402,795.00	1,402,795.00
Total for 2800 SUPPORT SERV - PUPIL TRANSPOR.	1,000,000.00	402,795.00	1,402,795.00
3100 FOOD SERVICES OPERATIONS			
600 CAPITAL OUTLAY	25,000.00	.00	25,000.00
Total for 3100 FOOD SERVICES OPERATIONS	25,000.00	.00	25,000.00
4100 ACADEMIC & SUBJECT ORIENTED			
600 CAPITAL OUTLAY	10,000.00	.00	10,000.00
Total for 4100 ACADEMIC & SUBJECT ORIENTED	10,000.00	.00	10,000.00

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
5600 BUILDING IMPROVEMENT SERVICES			
600 CAPITAL OUTLAY	2,430,167.00	25,000.00	2,455,167.00
Total for 5600 BUILDING IMPROVEMENT SERVICES	2,430,167.00	25,000.00	2,455,167.00
6100 REPAYMENT OF DEBT			
810 REDEMPTION OF PRINCIPAL	255,000.00	.00	255,000.00
820 INTEREST	278,775.00	.00	278,775.00
Total for 6100 REPAYMENT OF DEBT	533,775.00	.00	533,775.00
Total for 003 PERMANENT IMPROVEMENT	4,478,942.00	499,314.60	4,978,256.60
006 FOOD SERVICE			
2700 OPERATION & MAINT OF PLANT SER			
400 PURCHASED SERVICES	85,000.00	8,000.00	93,000.00
Total for 2700 OPERATION & MAINT OF PLANT SER	85,000.00	8,000.00	93,000.00
3100 FOOD SERVICES OPERATIONS			
100 PERSONAL SERVICES - SALARIES	1,189,588.00	.00	1,189,588.00
200 EMPLOYEES RETIRE. & INSUR. BEN	509,418.00	.00	509,418.00
400 PURCHASED SERVICES	15,403.00	41.94	15,444.94
500 SUPPLIES AND MATERIALS	1,016,641.00	23,920.00	1,040,561.00
600 CAPITAL OUTLAY	3,578.00	.00	3,578.00
800 MISCELLANEOUS OBJECTS	370.00	.00	370.00
Total for 3100 FOOD SERVICES OPERATIONS	2,754,998.00	28,961.94	2,783,959.94
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	115,000.00	.00	115,000.00
Total for 7400 ADVANCES OUT	115,000.00	.00	115,000.00
Total for 006 FOOD SERVICE	2,869,998.00	31,961.94	2,901,959.94
007 SPECIAL TRUST			
2500 FISCAL SERVICES			
800 MISCELLANEOUS OBJECTS	5,000.00	.00	5,000.00
Total for 2500 FISCAL SERVICES	5,000.00	.00	5,000.00
2900 SUPPORT SERVICES - CENTRAL			

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400 PURCHASED SERVICES	5,000.00	.00	5,000.00
500 SUPPLIES AND MATERIALS	20,000.00	.00	20,000.00
Total for 2900 SUPPORT SERVICES - CENTRAL	25,000.00	.00	25,000.00
4600 SCHL & PUBLIC SERV CO-CURRIC.			
500 SUPPLIES AND MATERIALS	200.00	.00	200.00
600 MISCELLANEOUS OBJECTS	26,315.00	.00	26,315.00
Total for 4600 SCHL & PUBLIC SERV CO-CURRIC.	26,515.00	.00	26,515.00
Total for 007 SPECIAL TRUST	56,516.00	.00	56,516.00
008 ENDOWMENT			
4600 SCHL & PUBLIC SERV CO-CURRIC.			
800 MISCELLANEOUS OBJECTS	2,500.00	.00	2,500.00
Total for 4600 SCHL & PUBLIC SERV CO-CURRIC.	2,500.00	.00	2,500.00
Total for 908 ENDOWMENT	2,500.00	.00	2,500.00
009 UNIFORM SCHOOL SUPPLIES			
1100 REGULAR INSTRUCTION			
500 SUPPLIES AND MATERIALS	116,891.00	11,844.87	128,835.87
Total for 1100 REGULAR INSTRUCTION	116,891.00	11,844.87	128,835.87
1900 VOCATIONAL INSTRUCTION			
500 SUPPLIES AND MATERIALS	72,775.00	2,671.79	75,446.79
Total for 1900 VOCATIONAL INSTRUCTION	72,775.00	2,671.79	75,446.79
Total for 009 UNIFORM SCHOOL SUPPLIES	189,766.00	14,516.66	204,282.66
011 ROTARY-SPECIAL SERVICES			
1300 VOCATIONAL INSTRUCTION			
400 PURCHASED SERVICES	9,500.00	.00	9,500.00
500 SUPPLIES AND MATERIALS	98,591.49	7,540.36	106,131.85
Total for 1300 VOCATIONAL INSTRUCTION	108,091.49	7,540.36	115,631.85
Total for 011 ROTARY-SPECIAL SERVICES	108,091.49	7,540.36	115,631.85
018 PUBLIC SCHOOL SUPPORT			

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
1200 SPECIAL INSTRUCTION			
100 PERSONAL SERVICES - SALARIES	55.00	.00	55.00
200 EMPLOYEES RETIRE. & INSUR. BEN	8.50	.00	8.50
400 PURCHASED SERVICES	1,500.00	.00	1,500.00
500 SUPPLIES AND MATERIALS	3,990.00	1,412.14	5,402.14
Total for 1200 SPECIAL INSTRUCTION	5,463.50	1,412.14	6,875.64
2100 SUPPORT SERVICES - PUPILS			
400 PURCHASED SERVICES	8,600.00	4,300.00	12,900.00
500 SUPPLIES AND MATERIALS	6,400.00	.00	6,400.00
Total for 2100 SUPPORT SERVICES - PUPILS	15,000.00	4,300.00	19,300.00
2200 SUPP SERV- INSTRUCTIONAL STAFF			
400 PURCHASED SERVICES	27,110.00	156.00	27,266.00
500 SUPPLIES AND MATERIALS	46,102.00	4,415.44	50,517.44
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	73,212.00	4,571.44	77,783.44
3200 COMMUNITY RECREATION SERVICES			
400 PURCHASED SERVICES	10,000.00	.00	10,000.00
500 SUPPLIES AND MATERIALS	16,000.00	484.49	16,484.49
800 MISCELLANEOUS OBJECTS	20,000.00	.00	20,000.00
Total for 3200 COMMUNITY RECREATION SERVICES	46,000.00	484.49	46,484.49
Total for 018 PUBLIC SCHOOL SUPPORT	139,675.50	10,768.07	150,443.57
019 OTHER GRANT			
1100 REGULAR INSTRUCTION			
500 SUPPLIES AND MATERIALS	537.32	.00	537.32
Total for 1100 REGULAR INSTRUCTION	537.32	.00	537.32
Total for 019 OTHER GRANT	537.32	.00	537.32
022 DISTRICT AGENCY			
4500 SPORT ORIENTED ACTIVITIES			
100 PERSONAL SERVICES - SALARIES	2,500.00	.00	2,500.00
200 EMPLOYEES RETIRE. & INSUR. BEN	400.00	.00	400.00
400 PURCHASED SERVICES	21,524.00	.00	21,524.00
Total for 4500 SPORT ORIENTED ACTIVITIES	24,424.00	.00	24,424.00

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
Total for 022 DISTRICT AGENCY	24,424.00	.00	24,424.00
024 EMPLOYEE BENEFITS SELF INS.			
2900 SUPPORT SERVICES - CENTRAL			
200 EMPLOYEES RETIRE. & INSUR. BEN	11,200,000.00	.00	11,200,000.00
400 PURCHASED SERVICES	435,000.00	.00	435,000.00
Total for 2900 SUPPORT SERVICES - CENTRAL	11,635,000.00	.00	11,635,000.00
Total for 024 EMPLOYEE BENEFITS SELF INS.	11,635,000.00	.00	11,635,000.00
070 CAPITAL PROJECTS			
2700 OPERATION & MAINT OF PLANT SER			
400 PURCHASED SERVICES	40,000.00	.00	40,000.00
Total for 2700 OPERATION & MAINT OF PLANT SER	40,000.00	.00	40,000.00
5600 BUILDING IMPROVEMENT SERVICES			
600 CAPITAL OUTLAY	40,000.00	.00	40,000.00
Total for 5600 BUILDING IMPROVEMENT SERVICES	40,000.00	.00	40,000.00
Total for 070 CAPITAL PROJECTS	80,000.00	.00	80,000.00
200 STUDENT MANAGED ACTIVITY			
4100 ACADEMIC & SUBJECT ORIENTED			
100 PERSONAL SERVICES - SALARIES	148.50	.00	148.50
200 EMPLOYEES RETIRE. & INSUR. BEN	2.15	.00	2.15
400 PURCHASED SERVICES	37,659.35	.00	37,659.35
500 SUPPLIES AND MATERIALS	59,675.00	1,332.30	61,007.30
600 MISCELLANEOUS OBJECTS	6,000.00	.00	6,000.00
Total for 4100 ACADEMIC & SUBJECT ORIENTED	103,485.00	1,332.30	104,817.30
4900 OCCUPATION ORIENTED ACTIVITIES			
400 PURCHASED SERVICES	54,701.00	.00	54,701.00
500 SUPPLIES AND MATERIALS	37,350.00	237.44	37,587.44
600 CAPITAL OUTLAY	200.00	.00	200.00
800 MISCELLANEOUS OBJECTS	1,750.00	.00	1,750.00
Total for 4900 OCCUPATION ORIENTED ACTIVITIES	94,001.00	237.44	94,238.44
4500 SPORT ORIENTED ACTIVITIES			

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
400 PURCHASED SERVICES	51,600.00	.00	51,600.00
500 SUPPLIES AND MATERIALS	63,080.00	12,268.27	75,348.27
Total for 4500 SPORT ORIENTED ACTIVITIES	114,680.00	12,268.27	126,948.27
4600 SCHL & PUBLIC SERV CO-CURRIC.			
100 PERSONAL SERVICES - SALARIES	520.00	.00	520.00
200 EMPLOYEES RETIRE. & INSUR. BEN	80.00	.00	80.00
400 PURCHASED SERVICES	38,000.00	341.50	38,341.50
500 SUPPLIES AND MATERIALS	22,956.00	1,775.00	24,730.00
Total for 4600 SCHL & PUBLIC SERV CO-CURRIC.	61,556.00	2,116.50	63,671.50
Total for 200 STUDENT MANAGED ACTIVITY	373,721.00	15,954.51	389,675.51
300 DISTRICT MANAGED ACTIVITY			
4100 ACADEMIC & SUBJECT ORIENTED			
400 PURCHASED SERVICES	36,500.00	.00	36,500.00
500 SUPPLIES AND MATERIALS	59,000.00	485.00	59,485.00
600 CAPITAL OUTLAY	3,500.00	.00	3,500.00
Total for 4100 ACADEMIC & SUBJECT ORIENTED	99,000.00	485.00	99,485.00
4500 SPORT ORIENTED ACTIVITIES			
100 PERSONAL SERVICES - SALARIES	29,335.00	.00	29,335.00
200 EMPLOYEES RETIRE. & INSUR. BEN	4,489.30	.00	4,489.30
400 PURCHASED SERVICES	220,027.70	2,150.00	222,177.70
500 SUPPLIES AND MATERIALS	286,425.00	17,171.49	303,596.49
600 CAPITAL OUTLAY	19,500.00	.00	19,500.00
Total for 4500 SPORT ORIENTED ACTIVITIES	559,777.00	19,321.49	579,098.49
4600 SCHL & PUBLIC SERV CO-CURRIC.			
400 PURCHASED SERVICES	79,525.00	2,895.00	82,420.00
500 SUPPLIES AND MATERIALS	133,575.00	4,680.96	138,255.96
600 CAPITAL OUTLAY	4,000.00	.00	4,000.00
Total for 4600 SCHL & PUBLIC SERV CO-CURRIC.	217,100.00	7,575.96	224,675.96
Total for 300 DISTRICT MANAGED ACTIVITY	870,877.00	27,392.45	898,269.45
401 AUXILIARY SERVICES			
3200 COMMUNITY RECREATION SERVICES			
400 PURCHASED SERVICES	1,020,000.00	103,029.96	1,123,029.96

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
Total for 3200 COMMUNITY RECREATION SERVICES	1,020,000.00	108,023.96	1,128,023.96
Total for 401 AUXILIARY SERVICES	1,020,000.00	108,023.96	1,128,023.96
451 DATA COMMUNICATION FUND			
1100 REGULAR INSTRUCTION			
400 PURCHASED SERVICES	19,800.00	.00	19,800.00
Total for 1100 REGULAR INSTRUCTION	19,800.00	.00	19,800.00
Total for 451 DATA COMMUNICATION FUND	19,800.00	.00	19,800.00
461 VOCATIONAL EDUC. ENHANCEMENTS			
1300 VOCATIONAL INSTRUCTION			
400 PURCHASED SERVICES	2,500.00	.00	2,500.00
500 SUPPLIES AND MATERIALS	13,379.60	1,007.93	14,387.53
Total for 1300 VOCATIONAL INSTRUCTION	15,879.60	1,007.93	16,887.53
2200 SUPP SERV- INSTRUCTIONAL STAFF			
100 PERSONAL SERVICES - SALARIES	3,000.00	.00	3,000.00
200 EMPLOYEES RETIRE. & INSUR. BEN	1,000.00	.00	1,000.00
400 PURCHASED SERVICES	6,054.08	.00	6,054.08
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	10,054.08	.00	10,054.08
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	5,000.00	.00	5,000.00
Total for 7400 ADVANCES OUT	5,000.00	.00	5,000.00
Total for 461 VOCATIONAL EDUC. ENHANCEMENTS	30,933.68	1,007.93	31,941.61
499 MISCELLANEOUS STATE GRANT FUND			
1100 REGULAR INSTRUCTION			
500 SUPPLIES AND MATERIALS	156.32	.00	156.32
Total for 1100 REGULAR INSTRUCTION	156.32	.00	156.32
1300 VOCATIONAL INSTRUCTION			
400 PURCHASED SERVICES	480.43	.00	480.43
Total for 1300 VOCATIONAL INSTRUCTION	480.43	.00	480.43

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
2100 SUPPORT SERVICES - PUPILS			
100 PERSONAL SERVICES - SALARIES	42,138.60	.00	42,138.60
200 EMPLOYEES RETIRE. & INSUR. BEN	7,102.34	.00	7,102.34
Total for 2100 SUPPORT SERVICES - PUPILS	49,240.94	.00	49,240.94
2200 SUPP SERV- INSTRUCTIONAL STAFF			
400 PURCHASED SERVICES	.00	2,675.00	2,675.00
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	.00	2,675.00	2,675.00
2700 OPERATION & MAINT OF PLANT SER			
400 PURCHASED SERVICES	39,504.80	.00	39,504.80
500 SUPPLIES AND MATERIALS	2,500.00	.00	2,500.00
Total for 2700 OPERATION & MAINT OF PLANT SER	42,004.80	.00	42,004.80
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	15,000.00	.00	15,000.00
Total for 7400 ADVANCES OUT	15,000.00	.00	15,000.00
Total for 499 MISCELLANEOUS STATE GRANT FUND	106,882.49	2,676.00	109,557.49
516 IDEA PART B GRANTS			
1200 SPECIAL INSTRUCTION			
100 PERSONAL SERVICES - SALARIES	1,816,101.53	.00	1,816,101.53
200 EMPLOYEES RETIRE. & INSUR. BEN	589,167.18	.00	589,167.18
400 PURCHASED SERVICES	60,633.75	.00	60,633.75
500 SUPPLIES AND MATERIALS	14,338.20	1,871.66	16,209.86
600 CAPITAL OUTLAY	6,000.00	.00	6,000.00
Total for 1200 SPECIAL INSTRUCTION	1,966,242.66	1,871.66	1,968,114.32
2100 SUPPORT SERVICES - PUPILS			
400 PURCHASED SERVICES	10,250.00	.00	10,250.00
500 SUPPLIES AND MATERIALS	6,000.00	.00	6,000.00
Total for 2100 SUPPORT SERVICES - PUPILS	16,250.00	.00	16,250.00
3200 COMMUNITY RECREATION SERVICES			
400 PURCHASED SERVICES	87,616.89	.00	87,616.89
Total for 3200 COMMUNITY RECREATION SERVICES	87,616.89	.00	87,616.89

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	95,000.00	.00	95,000.00
Total for 7400 ADVANCES OUT	95,000.00	.00	95,000.00
Total for 516 IDEA PART B GRANTS	2,165,111.55	1,871.66	2,166,983.21
524 VOC ED: CARL D. PERKINS - 1984			
1300 VOCATIONAL INSTRUCTION			
500 SUPPLIES AND MATERIALS	34,540.00	.00	34,540.00
600 CAPITAL OUTLAY	20,000.00	.00	20,000.00
Total for 1300 VOCATIONAL INSTRUCTION	54,540.00	.00	54,540.00
2200 SUPP SERV- INSTRUCTIONAL STAFF			
100 PERSONAL SERVICES - SALARIES	16,200.00	.00	16,200.00
200 EMPLOYEES RETIRE. & INSUR. BEN	2,622.50	.00	2,622.50
400 PURCHASED SERVICES	40,000.00	.00	40,000.00
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	58,822.50	.00	58,822.50
2400 SUPPORT SERV- ADMINISTRATIVE			
100 PERSONAL SERVICES - SALARIES	3,800.00	.00	3,800.00
200 EMPLOYEES RETIRE. & INSUR. BEN	587.00	.00	587.00
Total for 2400 SUPPORT SERV- ADMINISTRATIVE	4,387.00	.00	4,387.00
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	25,000.00	.00	25,000.00
Total for 7400 ADVANCES OUT	25,000.00	.00	25,000.00
Total for 524 VOC ED: CARL D. PERKINS - 1984	142,749.50	.00	142,749.50
551 LIMITED ENGLISH PROFICIENCY			
1200 SPECIAL INSTRUCTION			
400 PURCHASED SERVICES	.00	7,500.00	7,500.00
Total for 1200 SPECIAL INSTRUCTION	.00	7,500.00	7,500.00
2100 SUPPORT SERVICES - PUPILS			
400 PURCHASED SERVICES	2,885.65	2,885.65	5,771.30

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
Total for 2100 SUPPORT SERVICES - PUPILS	2,885.65		.00
2200 SUPP SERV- INSTRUCTIONAL STAFF			
400 PURCHASED SERVICES	1,000.00	3,000.00	4,000.00
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	1,000.00	3,000.00	4,000.00
3200 COMMUNITY RECREATION SERVICES			
400 PURCHASED SERVICES	2,660.57	.00	2,660.57
500 SUPPLIES AND MATERIALS	1,985.65	.00	1,985.65
Total for 3200 COMMUNITY RECREATION SERVICES	4,596.22	.00	4,596.22
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	10,000.00	.00	10,000.00
Total for 7400 ADVANCES OUT	10,000.00	.00	10,000.00
Total for 551 LIMITED ENGLISH PROFICIENCY	12,710.57	13,385.65	26,096.22
572 TITLE I DISADVANTAGED CHILDREN			
1200 SPECIAL INSTRUCTION			
100 PERSONAL SERVICES - SALARIES	1,565,354.99	.00	1,565,354.99
200 EMPLOYEES RETIRE. & INSUR. BEN	528,103.04	.00	528,103.04
400 PURCHASED SERVICES	707.28	.00	707.28
500 SUPPLIES AND MATERIALS	136,729.04	1,034.79	137,763.83
Total for 1200 SPECIAL INSTRUCTION	2,230,894.35	1,034.79	2,231,929.14
2200 SUPP SERV- INSTRUCTIONAL STAFF			
400 PURCHASED SERVICES	23,400.00	.00	23,400.00
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	23,400.00	.00	23,400.00
3200 COMMUNITY RECREATION SERVICES			
400 PURCHASED SERVICES	23,852.07	187.52	24,039.59
500 SUPPLIES AND MATERIALS	18,519.26	.00	18,519.26
Total for 3200 COMMUNITY RECREATION SERVICES	42,401.33	187.52	42,588.85
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	95,000.00	.00	95,000.00
Total for 7400 ADVANCES OUT	95,000.00	.00	95,000.00

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
Total for 572 TITLE I DISADVANTAGED CHILDREN	2,391,695.88	1,222.31	2,392,917.99
590 IMPROVING TEACHER QUALITY			
2200 SUPP SERV- INSTRUCTIONAL STAFF			
100 PERSONAL SERVICES - SALARIES	40,000.00	.00	40,000.00
200 EMPLOYEES RETIRE. & INSUR. BEN	6,692.59	.00	6,692.59
400 PURCHASED SERVICES	285,510.61	6,155.66	291,666.27
500 SUPPLIES AND MATERIALS	11,000.00	.00	11,000.00
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	343,203.20	6,155.66	349,358.86
3200 COMMUNITY RECREATION SERVICES			
400 PURCHASED SERVICES	2,209.88	7,129.00	4,919.12
Total for 3200 COMMUNITY RECREATION SERVICES	2,209.88	7,129.00	4,919.12
7400 ADVANCES OUT			
900 OTHER USES OF FUNDS	40,000.00	.00	40,000.00
Total for 7400 ADVANCES OUT	40,000.00	.00	40,000.00
Total for 590 IMPROVING TEACHER QUALITY	380,995.32	13,284.66	394,277.98
599 MISCELLANEOUS FED. GRANT FUND			
1100 REGULAR INSTRUCTION			
500 SUPPLIES AND MATERIALS	96,373.94	.00	96,373.94
Total for 1100 REGULAR INSTRUCTION	96,373.94	.00	96,373.94
2100 SUPPORT SERVICES - PUPILS			
500 SUPPLIES AND MATERIALS	10,000.00	.00	10,000.00
Total for 2100 SUPPORT SERVICES - PUPILS	10,000.00	.00	10,000.00
2200 SUPP SERV- INSTRUCTIONAL STAFF			
100 PERSONAL SERVICES - SALARIES	3,000.00	.00	3,000.00
200 EMPLOYEES RETIRE. & INSUR. BEN	555.55	.00	555.55
400 PURCHASED SERVICES	42,564.18	.00	42,564.18
Total for 2200 SUPP SERV- INSTRUCTIONAL STAFF	46,119.73	.00	46,119.73
3200 COMMUNITY RECREATION SERVICES			
400 PURCHASED SERVICES	22,767.04	.00	22,767.04

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	2019 Appropriations	Prior FY Carry Over	Total Appropriation
500 SUPPLIES AND MATERIALS	176.42	173.75	350.17
Total for 3200 COMMUNITY RECREATION SERVICES	22,943.46	173.75	23,117.21
Total for 599 MISCELLANEOUS FED. GRANT FUND	175,437.13	173.75	175,610.88
Grand Total ALL Funds	115,341,677.23	1,433,677.76	115,774,754.93

3. Financial Reports and Investments

Each month the Board is presented with the following Financial Reports:

- (1) Summary of Cash Balances, Revenue, General Fund Revenue Detail and Expenses for the Month
- (2) Cash Report of All funds
- (3) Schedule of Checks Written
- (4) Summary of Investments and Earnings

The Treasurer will give a brief summary and answer any questions. The Treasurer recommends that the Board of Education approve the Financial Report and Investments for the month of December, as presented.

Moved by: _____

Seconded by: _____

Mr. Ilstrup ____ Ms. Canales ____ Mr. Hughes ____ Mr. Hunter ____ Mr. Sharp ____

SUMMARY OF CASH BALANCE BY FUND

12/31/2018

ACCOUNT TITLE	THIS MONTH ACTIVITY	FY BEGINNING BALANCE	YEAR TO DATE ACTIVITY	END OF MONTH CASH BALANCE
GENERAL	-3,481,428.78	27,407,554.81	247,701.94	27,655,256.75
PERMANENT IMPROVEMENT	-45,018.36	3,398,291.96	12,021.79	3,410,313.75
BUILDING	0.00	0.00	0.00	0.00
FOOD SERVICE	-40,695.62	140,613.64	-81,114.26	59,499.38
SPECIAL TRUST	9,867.49	187,780.92	7,634.23	195,415.15
ENDOWMENT	127.18	63,819.21	705.67	64,524.88
UNIFORM SCHOOL SUPPLIES	-2,067.90	127,582.46	17,217.02	144,799.48
ROTARY-SPECIAL SERVICES	-6,782.62	63,506.36	5,190.25	68,696.61
ADULT EDUCATION	0.00	0.00	0.00	0.00
PUBLIC SCHOOL SUPPORT	1,432.26	137,582.09	3,510.29	141,092.38
OTHER GRANT	0.00	537.32	-268.66	268.66
DISTRICT AGENCY	-1,201.92	0.00	4,114.81	4,114.81
EMPLOYEE BENEFITS SELF INS.	246,046.40	7,224,756.07	762,889.97	7,987,646.04
UNDERGROUND STORAGE TANK FUND	0.00	55,000.00	0.00	55,000.00
CAPITAL PROJECTS	292.58	115,694.21	32,741.39	148,435.60
STUDENT MANAGED ACTIVITY	2,807.25	227,903.90	19,312.22	247,216.12
DISTRICT MANAGED ACTIVITY	13,387.09	376,224.43	96,479.56	472,703.99
AUXILIARY SERVICES	-4,897.38	135,932.45	161,570.92	297,503.37
MANAGEMENT INFORMATION SYSTEM	0.00	0.00	0.00	0.00
DATA COMMUNICATION FUND	0.00	0.00	9,900.00	9,900.00
OHIO READS	0.00	0.00	0.00	0.00
VOCATIONAL EDUC. ENHANCEMENTS	-212.66	7,941.61	-1,659.58	6,282.03
MISCELLANEOUS STATE GRANT FUND	6,521.66	14,981.52	36,904.88	51,886.40
ADULT BASIC EDUCATION	0.00	0.00	0.00	0.00
IDEA PART B GRANTS	53,189.01	70,947.67	5,804.65	76,752.32
VOC ED: CARL D. PERKINS - 1984	2,693.21	7,100.36	15,118.86	22,219.22
TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00
TITLE I SCHOOL IMPROVEMENT A	0.00	0.00	0.00	0.00
TITLE I SCHOOL IMPROVEMENT G	0.00	0.00	0.00	0.00
LIMITED ENGLISH PROFICIENCY	0.00	10,000.00	-5,000.00	5,000.00
TITLE I DISADVANTAGED CHILDREN	57,943.47	65,889.04	10,036.20	75,925.24
IMPROVING TEACHER QUALITY	8,349.59	34,424.72	-5,295.94	29,128.78
MISCELLANEOUS FED. GRANT FUND	-546.52	0.00	19,453.48	19,453.48
REPORT TOTAL:	-3,180,194.57	39,874,064.75	1,374,969.69	41,249,034.44

Summary of Revenue By Fund

12/31/2018

ACCOUNT TITLE	MONTH ACTUAL RECEIPTS	FISCAL YEAR EST. RECEIPTS	FYTD ACTUAL RECEIPTS	FYTD BALANCE UNCOLLECTED
GENERAL	2,814,785.82	84,775,392.00	42,649,408.93	42,125,983.07
PERMANENT IMPROVEMENT BUILDING	11,184.09 0.00	2,813,025.00 0.00	1,404,376.27 0.00	1,408,648.73 0.00
FOOD SERVICE	220,201.48	3,031,000.00	1,313,988.52	1,717,011.48
SPECIAL TRUST	6,911.49	41,500.00	12,463.94	29,036.06
ENDOWMENT	127.18	2,290.00	705.67	1,584.33
UNIFORM SCHOOL SUPPLIES	617.00	121,584.00	75,218.03	46,365.97
ROTARY-SPECIAL SERVICES	6,820.10	60,100.00	36,271.95	23,828.05
ADULT EDUCATION	0.00	0.00	0.00	0.00
PUBLIC SCHOOL SUPPORT	4,129.97	78,200.00	42,317.27	35,882.73
OTHER GRANT	0.00	0.00	0.00	0.00
DISTRICT AGENCY	0.00	24,754.00	14,825.00	9,929.00
EMPLOYEE BENEFITS SELF INS.	1,058,706.12	12,406,000.00	6,283,609.86	6,122,390.14
CAPITAL PROJECTS	292.58	67,200.00	32,741.39	34,458.61
STUDENT MANAGED ACTIVITY	10,781.87	342,431.00	100,236.36	242,194.64
DISTRICT MANAGED ACTIVITY	67,081.42	822,190.00	402,783.94	419,406.06
AUXILIARY SERVICES	591.82	1,004,000.00	503,362.05	500,637.95
MANAGEMENT INFORMATION SYSTEM	0.00	0.00	0.00	0.00
DATA COMMUNICATION FUND	0.00	19,800.00	9,900.00	9,900.00
OHIO READS	0.00	0.00	0.00	0.00
VOCATIONAL EDUC. ENHANCEMENTS	175.09	25,000.00	9,500.00	15,500.00
MISCELLANEOUS STATE GRANT FUND	8,787.12	115,223.54	74,010.66	41,212.88
ADULT BASIC EDUCATION	0.00	0.00	0.00	0.00
IDEA PART B GRANTS	203,642.56	2,186,035.59	903,492.97	1,282,542.62
VOC ED: CARL D. PERKINS - 1984	14,128.98	155,649.64	90,699.23	64,950.41
TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00
TITLE I SCHOOL IMPROVEMENT A	0.00	0.00	0.00	0.00
TITLE I SCHOOL IMPROVEMENT G	0.00	0.00	0.00	0.00
LIMITED ENGLISH PROFICIENCY	0.00	20,500.00	15,500.00	5,000.00
TITLE I DISADVANTAGED CHILDREN	193,460.27	2,417,028.97	957,570.11	1,459,458.86
IMPROVING TEACHER QUALITY	26,048.03	389,853.38	126,743.72	263,109.66
MISCELLANEOUS FED. GRANT FUND	0.00	195,611.75	116,340.35	79,271.40
REPORT TOTAL	4,648,472.99	111,114,368.87	55,176,066.22	55,938,302.65

Fnd Rcpt	Sc	Subjct	OPU	Description	FYTD Receivable	FYTD Actual Receipts	MTD Actual Receipts	FYTD Balance Receivable	Pct. Rcvd	
001	1111	0000	000000	000	GEN.PROP.TAX-REAL ESTATE	37,500,000.00	18,517,062.77	.00	18,982,937.23	49.4%
001	1121	0000	000000	000	TANG. PERS.PROP.TAX	346.00	345.61	.00	.39	99.9%
001	1211	0000	000000	000	TUITION - DAY SCHOOL	.00	.00	.00	.00	0.0%
001	1212	0000	000000	000	TUITION-SUMMER SCHOOL	8,500.00	410.00	.00	8,090.00	4.8%
001	1221	0000	000000	000	TUITION SF-14	520,000.00	235,928.10	.00	284,071.90	45.4%
001	1223	0000	000000	000	SPECIAL ED./EXCESS COST	286,000.00	91,581.31	.00	194,418.69	32.0%
001	1227	0000	000000	000	GENERAL OPEN ENROLL.	.00	.00	.00	.00	0.0%
001	1344	0000	000000	000	TRANSPORTATION FEES	95,000.00	39,446.54	4,588.22	55,553.46	41.5%
001	1410	0000	000000	000	INTEREST ON INVESTMENTS	800,000.00	363,042.23	56,687.71	436,957.77	45.4%
001	1740	0000	000000	030	CLASS FEES - WHITMER	181.00	6,082.74	1,459.24	5,901.74-	3360.6%
001	1740	0000	000000	055	CLASS FEES GREENWOOD	3,790.00	3,370.00	.00	420.00	88.9%
001	1740	0000	000000	060	CLASS FEES HIAWATHA	3,560.00	3,330.00	.00	230.00	93.5%
001	1740	0000	000000	090	CLASS FEES JACKMAN	3,385.00	2,685.00	100.00	700.00	79.3%
001	1740	0000	000000	110	CLASS FEES MCGREGOR	5,578.00	1,825.00	120.00	3,753.00	32.7%
001	1740	0000	000000	120	CLASS FEES MEADOWVALE	6,380.00	5,080.00	30.00	1,300.00	79.6%
001	1740	0000	000000	130	CLASS FEES MONAC	4,120.00	3,895.00	740.00	225.00	94.5%
001	1740	0000	000000	150	CLASS FEES SHORELAND	3,591.00	3,120.00	.00	471.00	86.9%
001	1740	0000	000000	160	CLASS FEES TRILBY	.00	.00	.00	.00	0.0%
001	1740	0000	000000	170	CLASS FEES WERNERT	2,415.00	2,230.00	.00	185.00	92.3%
001	1790	0000	000000	000	SET ASIDE ADJUSTMENT TRANSFER	1,254,404.80-	1,254,404.80-	.00	.00	0.0%
001	1810	0000	000000	000	RENTALS	15,000.00	5,610.00	1,232.50	9,390.00	37.4%
001	1820	0000	000000	000	CONTRIBUTIONS/DONATIONS	.00	.00	.00	.00	0.0%
001	1830	0000	000000	000	OTHER LOCAL REIMBURSEMENT	.00	.00	.00	.00	0.0%
001	1880	0000	000000	000	ABATEMENT PAYMENTS	503,000.00	80,291.85	.00	422,708.15	16.0%
001	1890	0000	000000	000	OTHER RECEIPTS-LOCAL	67,900.00	48,520.03	205.37	19,379.97	71.5%
001	1890	0000	000000	030	MISC. WHITMER FEES ADJUSTMENT	.00	.00	.00	.00	0.0%
001	1933	0000	000000	000	SALE & LOSS OF ASSETS	20,000.00	14,351.70	.00	5,648.30	71.8%
001	2400	0000	000000	000	PAYMENT IN LIEU OF TAXES - TIF	4,500,000.00	2,246,952.31	.00	2,253,047.69	49.9%
001	3110	0000	000000	000	SCHOOL FOUND.-BASIC ALLOW	29,000,000.00	14,710,006.05	2,483,544.97	14,289,993.95	50.7%
001	3131	0000	000000	000	10% AND 2.5% ROLLBACK	2,485,000.00	1,248,693.10	6,633.07	1,236,306.90	50.2%
001	3132	0000	000000	000	HOMESTEAD EXEMPTION	1,570,000.00	795,378.16	.00	774,621.84	50.7%
001	3133	0000	000000	000	\$10,000 PERSONAL PROPERTY TAX EXEMPTIO	.00	.00	.00	.00	0.0%
001	3134	0000	000000	000	ELECTRIC DEREGULATION PROP TAX REPLACE	.00	.00	.00	.00	0.0%
001	3135	0000	000000	000	TANGIBLE PERSONAL PROPERTY TAX LOSS	3,380,213.00	1,690,106.73	.00	1,690,106.27	50.0%
001	3139	0000	000000	000	OTHER PROPERTY TAX ALLOCATIONS/CASINO	.00	.00	.00	.00	0.0%
001	3190	0000	000000	000	CASINO TAX REVENUE	360,000.00	188,291.99	.00	171,708.01	52.3%
001	3211	0000	000000	000	ECON DISADVANTAGED FUND	916,183.00	457,542.68	81,745.16	458,640.32	49.9%
001	3219	0000	000000	000	RESTRICTED CAREER TECH./SPECIAL EDUCAT	1,339,000.00	685,090.57	175,482.23	653,909.43	51.2%
001	4220	0000	000000	000	COMMUNITY ALTERNATIVE FUNDING SYSTEM (500,000.00	319,206.85	2,217.35	180,793.15	63.8%
001	5100	0000	000000	000	TRANSFERS - IN	.00	.00	.00	.00	0.0%
001	5220	0000	000000	000	GEN.FUND ADVANCES - IN	400,000.00	400,000.00	.00	.00	100.0%
001	5300	0000	000000	000	REFUND PRIOR YEAR EXPEND.	476,250.00	479,932.61	.00	3,682.61-	100.8%
** Fund 001 Sc 0000 Totals					83,520,987.20	41,395,004.13	2,814,785.82	42,125,983.07	49.6%	

Fnd Rcpt	Sc	Subj	OPU	Description	FYTD Receivable	FYTD Actual Receipts	MTD Actual Receipts	FYTD Balance Receivable	Pct. Rcvd
001	1790	9190	000000 000	SET ASIDE ADJUSTMENT TRANSFER	.00	.00	.00	.00	0.0%
001	5100	9190	000000 000	TRANSFERS IN	.00	.00	.00	.00	0.0%
			** Fund 001 Sc 9190	Totals	.00	.00	.00	.00	0.0%
001	1790	9192	000000 000	SET ASIDE ADJUSTMENT TRANSFER	1,254,404.80	1,254,404.80	.00	.00	100.0%
			** Fund 001 Sc 9192	Totals	1,254,404.80	1,254,404.80	.00	.00	100.0%
001	1790	9196	000000 000	BUDGET RESERVE ADJUSTMENT	.00	.00	.00	.00	0.0%
			** Fund 001 Sc 9196	Totals	.00	.00	.00	.00	0.0%
Grand Total All Funds					84,775,392.00	42,649,408.93	2814,785.82	42,125,983.07	50.3%

WASHINGTON LOCAL SCHOOL DISTRICT
 Summary of Expenditures by Fund
 12/31/2018

ACCOUNT ITEM	FYTD APPROPRIATION	FYTD ACTUAL EXPENDITURES	MONTH TO DATE EXPENDITURES	CURRENT ENCUMBRANCES	FYTD UNENCUM. BALANCE	FYTD % EXP OR ENCUM.
GENERAL	88,694,301.09	42,401,706.99	6,296,214.60	2,517,067.96	43,775,526.14	50.64
PERMANENT IMPROVEMENT BUILDING	4,978,256.60 0.00	1,392,354.48 0.00	56,202.45 0.00	977,070.60 0.00	2,608,831.52 0.00	47.60
FOOD SERVICE	2,966,959.04	1,395,102.78	260,897.10	172,581.36	1,399,274.90	52.84
SPECIAL TRUST	56,515.00	4,829.71	(2,956.00)	0.00	51,685.29	8.55
ENDOWMENT	2,500.00	0.00	0.00	0.00	2,500.00	
UNIFORM SCHOOL SUPPLIES	205,682.66	58,001.01	2,684.90	21,820.58	125,861.07	38.81
ROTARY-SPECIAL SERVICES	110,631.85	31,081.70	13,602.72	21,714.24	57,835.91	47.72
ADULT EDUCATION	0.00	0.00	0.00	0.00	0.00	
PUBLIC SCHOOL SUPPORT	150,443.57	38,806.98	2,697.71	11,293.95	100,342.64	33.30
OTHER GRANT	537.32	268.66	0.00	0.00	268.66	50.00
DISTRICT AGENCY	24,424.00	10,710.19	1,201.92	0.00	13,713.81	43.85
EMPLOYEE BENEFITS SELF INS.	11,635,000.00	5,520,719.89	812,659.72	56,129.55	6,058,150.56	47.93
CAPITAL PROJECTS	80,000.00	0.00	0.00	0.00	80,000.00	
STUDENT MANAGED ACTIVITY	389,675.51	80,924.14	7,974.62	37,714.83	271,036.54	30.45
DISTRICT MANAGED ACTIVITY	900,769.45	306,304.38	53,694.33	101,223.04	493,242.03	45.24
AUXILIARY SERVICES	1,123,023.96	341,791.13	5,489.20	545,101.88	236,130.95	78.97
MANAGEMENT INFORMATION SYSTEM	0.00	0.00	0.00	0.00	0.00	
DATA COMMUNICATION FUND	19,800.00	0.00	0.00	0.00	19,800.00	
OHIO READS	0.00	0.00	0.00	0.00	0.00	
VOCATIONAL EDUC. ENHANCEMENTS	31,941.61	11,159.58	387.75	107.93	20,674.10	35.28
MISCELLANEOUS STATE GRANT FUND	109,557.49	37,105.78	2,265.46	2,810.00	69,641.71	36.43
IDEA PART B GRANTS	2,166,983.21	897,688.32	150,453.55	55,246.93	1,214,047.96	43.98
VOC ED: CARL D. PERKINS - 1984	142,749.50	75,580.37	11,435.77	7,291.59	59,877.54	58.05
TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	
TITLE I SCHOOL IMPROVEMENT A	0.00	0.00	0.00	0.00	0.00	
LIMITED ENGLISH PROFICIENCY	26,096.22	20,500.00	0.00	0.00	5,596.22	78.56
TITLE I DISADVANTAGED CHILDREN	2,392,917.99	947,533.91	135,516.80	14,182.78	1,431,201.30	40.19
IMPROVING TEACHER QUALITY	394,277.98	132,039.66	17,698.44	10,050.00	252,188.32	36.04
MISCELLANEOUS FED. GRANT FUND	175,610.88	96,886.87	546.52	380.00	78,344.01	55.39
	116,778,654.93	53,801,096.53	7,828,667.56	4,551,787.22	58,425,771.18	49.97

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
001 0000	GENERAL FUND, COST CENTER							
23,782,554.81	2,814,785.82	41,395,004.13	6,241,375.06	41,519,041.52	23,658,517.42	2,209,287.66	21,449,229.76	
001 9190	GENERAL FUND, TEXT/INSTR.MAT.SET-ASIDE							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
001 9192	GENERAL FUND, CAP.IMPR./MAINT.SET-ASIDE							
0.00	0.00	1,254,404.80	54,839.54	882,665.47	371,739.33	307,780.30	63,959.03	
001 9196	GENERAL FUND, HB 412-BUDGET RESERVE							
3,625,000.00	0.00	0.00	0.00	0.00	3,625,000.00	0.00	3,625,000.00	
TOTAL FOR Fund 001 - GENERAL:								
27,407,554.81	2,814,785.82	42,649,408.93	6,296,214.60	42,401,706.99	27,655,256.75	2,517,067.96	25,138,188.79	
003 9001	PERMANENT IMPROVEMENT, HORACE MANN P.I. FUND							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
003 9006	P.I. STADIUM RENOVATION-TURF/SCOREBRD							
204,049.13	4,500.82	26,691.00	0.00	0.00	230,740.13	0.00	230,740.13	
003 9013	PERMANENT IMPROVEMENT-TRILBY PROPERTY							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
003 9099	P.I. LEVY FUND							
3,194,242.83	6,683.27	1,377,685.27	56,202.45	1,392,354.48	3,179,573.62	977,070.60	2,202,503.02	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:								
3,398,291.96	11,184.09	1,404,376.27	56,202.45	1,392,354.48	3,410,313.75	977,070.60	2,433,243.15	
004 9613	BUILDING FUND							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 004 - BUILDING:								
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
006 0000	CAFETERIA, COST CENTER							
140,613.64	220,201.48	1,313,988.52	260,897.10	1,395,102.78	59,499.38	172,581.36	113,081.98-	
TOTAL FOR Fund 006 - FOOD SERVICE:								
140,613.64	220,201.48	1,313,988.52	260,897.10	1,395,102.78	59,499.38	172,581.36	113,081.98-	
007 9013	WHITMER CAREER & TECHNOLOGY CTR SCHOLARSHIP							
3,315.00	1,000.00	1,000.00	0.00	100.00	4,215.00	0.00	4,215.00	
007 9015	TRUST FUNDS, DIANE RUIZ SCHOLARSHIP FUND							
77,315.30	154.08	854.91	0.00	0.00	78,170.21	0.00	78,170.21	

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
007 9067	TRUST FUNDS, EMPLOYEE RECOGNITION FUND								
	25,896.30	0.00	1,880.00	44.00	6,848.21	20,928.09	0.00	20,928.09	
007 9083	TRUST FUNDS, EMP.MEM.SCHOLARSHIP FUND								
	36,850.93	5,628.82	8,335.44	3,000.00-	2,118.50-	47,304.87	0.00	47,304.87	
007 9088	TRUST FUNDS, STALE CHECKS								
	44,403.39	128.59	393.59	0.00	0.00	44,796.98	0.00	44,796.98	
	TOTAL FOR Fund 007 - SPECIAL TRUST:								
	187,780.92	6,911.49	12,463.94	2,956.00-	4,829.71	195,415.15	0.00	195,415.15	
008 9011	JODI FRANCIS EDUCATION SCHOLARSHIP								
	19,354.36	38.57	214.00	0.00	0.00	19,568.36	0.00	19,568.36	
008 9082	TRUST FUNDS, TRILBY SPORTSMEN SCHOLARSHIP								
	25,552.57	50.92	282.54	0.00	0.00	25,835.11	0.00	25,835.11	
008 9085	TRUST FUNDS, K. E. BISHOP SCHOLARSHIP								
	12,148.32	24.21	134.33	0.00	0.00	12,282.65	0.00	12,282.65	
008 9086	TRUST FUNDS, LA POINT SCHOLARSHIP								
	6,763.96	13.48	74.80	0.00	0.00	6,838.76	0.00	6,838.76	
	TOTAL FOR Fund 008 - ENDOWMENT:								
	63,819.21	127.18	705.67	0.00	0.00	64,524.88	0.00	64,524.88	
009 9700	SUPPLY RESALE/ART DISTRICT								
	8,538.54	0.00	9,785.51	0.00	5,227.81	13,096.24	3,575.67	9,520.57	
009 9702	SUPPLY RESALE/ART JEFFERSON								
	91.80-	0.00	1,068.14	0.00	0.00	976.34	0.00	976.34	
009 9703	SUPPLY RESALE/ART WASHINGTON								
	17.18-	0.00	1,105.57	0.00	1,134.52	46.13-	0.00	46.13-	
009 9704	MALCOLM-BAIN CENTER								
	11.00	0.00	0.00	0.00	0.00	11.00	0.00	11.00	
009 9705	SUPPLY RESALE/BUSINESS WHITMER								
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9706	SUPPLY RESALE/CAREER PATHWAYS								
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9707	SUPPLY RESALE/COMPUTER TECH JEFFERSON								
	2,151.75	0.00	0.00	0.00	0.00	2,151.75	339.75	1,812.00	

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
009 9708	COMPUTER TECH WASHINGTON	3,821.33	0.00	0.00	0.00	3,821.33	0.00	3,821.33	
009 9710	SUPPLY RESALE/ENGLISH JEFFERSON	76.34	0.00	1,281.77	0.00	2,807.56	1,449.45-	329.67	1,779.12-
009 9711	SUPPLY RESALE/ENGLISH WASHINGTON	1,526.26	0.00	1,326.69	0.00	1,494.50	1,358.45	0.00	1,358.45
009 9712	SUPPLY RESALE/ENGLISH WHITMER	12,768.76	0.00	3,785.02	647.20	12,094.92	4,458.86	2,324.85	2,134.01
009 9713	SUPPLY RESALE/FAMILY & CONSUMER SCIENCE	1,530.56	0.00	1,530.56-	0.00	0.00	0.00	0.00	0.00
009 9715	SUPPLY RESALE/WORLD LANGUAGES WHITMER	4,527.89	0.00	4,420.50	145.20	939.21	8,009.18	768.90	7,240.28
009 9717	SUPPLY RESALE/ID'S HIGH SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009 9719	SUPPLY RESALE/GATEWAY TO TECHNOLOGY- JEFFERSON	1,539.07	0.00	2,136.29	0.00	0.00	3,675.36	0.00	3,675.36
009 9720	SUPPLY RESALE/GATEWAY TO TECHNOLOGY-WASHINGTON	905.98	0.00	2,211.14	0.00	0.00	3,117.12	315.52	2,801.60
009 9721	SUPPLY RESALE/INDUSTRIAL TECH WHITMER	1,608.03	0.00	1,907.52	0.00	0.00	3,515.55	645.37	2,870.18
009 9722	SUPPLY RESALE/MATH JEFFERSON	6,065.76	0.00	1,211.14	37.25	490.00	6,786.90	601.80	6,185.10
009 9723	SUPPLY RESALE/MATH WASHINGTON	7,056.89	0.00	1,105.57	1,196.40	5,341.87	2,820.59	0.00	2,820.59
009 9724	SUPPLY RESALE/MATH WHITMER	877.89	0.00	1,873.02	0.00	158.80	2,592.11	0.00	2,592.11
009 9725	SUPPLY RESALE/MUSIC DISTRICT	2,145.91	0.00	1,693.00	0.00	1,485.49	2,353.42	0.00	2,353.42
009 9726	SUPPLY RESALE/OTHER DISTRICT	548.53	0.00	0.00	0.00	0.00	548.53	0.00	548.53
009 9727	SUPPLY RESALE/PHYSICAL EDUCATION JR HIGH	441.54	0.00	0.00	0.00	10.00-	451.54	0.00	451.54

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
		MTD Receipts						
009 9728	SUPPLY RESALE/PHYSICAL EDUCATION WHITMER	0.00	0.00	464.68	2,854.28	446.75	2,407.53	
		1,449.43	1,869.53					
009 9729	SUPPLY RESALE/SCIENCE JEFFERSON	0.00	16.00-	1,403.95	2,410.96	150.00	2,260.96	
		2,319.51						
009 9730	SUPPLY RESALE/SCIENCE WASHINGTON	0.00	5.77	1,187.70	3,957.52	741.07	3,216.45	
		3,597.42						
009 9731	SUPPLY RESALE/SCIENCE WHITMER	0.00	100.77	3,600.01	26,283.92	10,546.16	15,737.76	
		20,414.42						
009 9732	SUPPLY RESALE/SOCIAL STUDIES JEFFERSON	0.00	0.00	72.00	888.43-	0.00	888.43-	
		1,243.69-	427.26					
009 9733	SUPPLY RESALE/SOCIAL STUDIES WHITMER	0.00	0.00	0.00	86.70	0.00	86.70	
		86.70	0.00					
009 9734	SUPPLY RESALE/SOCIAL STUDIES WASHINGTON	0.00	0.00	342.07	2,116.86	0.00	2,116.86	
		2,016.69	442.24					
009 9738	SUPPLY RESALE/INTRO TO HEALTH INFO MGMT	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00					
009 9739	SUPPLY RESALE/MEDICAL ASSISTING SKILLS II	0.00	0.00	0.00	2,060.48	0.00	2,060.48	
		1,835.48	225.00					
009 9740	SUPPLY RESALE/INTRO TO DIGITAL GRAPHIC DESIGN	0.00	0.00	1,030.50	623.70	0.00	623.70	
		1,029.20	625.00					
009 9741	SUPPLY RESALE/EXPLORING HEALTHCARE	10.00	0.00	0.00	681.75	0.00	681.75	
		521.75	160.00					
009 9742	SUPPLY RESALE/INTRO TO AQUATIC ENVIRONMENT	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00					
009 9743	SUPPLY RESALE/INTRO TO AUTO TECH	12.00	0.00	0.00	143.91	0.00	143.91	
		83.91	60.00					
009 9744	SUPPLY RESALE/INTRO TO COMPUTER NETWORK	0.00	0.00	91.98	183.57	0.00	183.57	
		183.55	92.00					
009 9745	SUPPLY RESALE/INTRO TO COSMETOLOGY	0.00	0.00	619.00	359.77-	0.00	359.77-	
		139.23	120.00					
009 9746	SUPPLY RESALE/INTRO TO TEACHING PROFESSIONS	10.00	0.00	71.00	544.04	0.00	544.04	
		545.04	70.00					

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
009 9747	SUPPLY RESALE/INTRO TO WELDING	178.72	0.00	300.00	0.00	478.72	0.00	478.72	
009 9750	SUPPLY RESALE/PRE-ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9751	SUPPLY RESALE/INTRO TO CRIMINAL JUSTICE	61.86	5.00	235.00	0.00	296.86	0.00	296.86	
009 9752	SUPPLY RESALE - CRIMINAL LAW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9753	SUPPLY RESALE - YOUR LEGAL RIGHTS	5.00	0.00	0.00	0.00	5.00	0.00	5.00	
009 9754	SUPPLY RESALE/AUTO MAINTENANCE	89.82	0.00	360.00	0.00	275.21	174.61	0.00	174.61
009 9755	SUPPLY RESALE/AUTO TECH I	970.66	65.00	785.00	0.00	930.33	825.33	0.00	825.33
009 9756	SUPPLY RESALE/AUTO TECH II	710.06	0.00	520.00	0.00	1,186.58	43.48	0.00	43.48
009 9757	SUPPLY RESALE/BUS-COMP TECH I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009 9758	SUPPLY RESALE/BUS-COMP TECH II	27.71-	0.00	0.00	0.00	0.00	27.71-	0.00	27.71-
009 9759	SUPPLY RESALE/CULINARY ARTS I	522.76	0.00	838.00	0.00	776.10	584.66	0.00	584.66
009 9760	SUPPLY RESALE/COM-BUS ACADEMY	8,276.35	0.00	1,911.98	0.00	0.00	10,188.33	0.00	10,188.33
009 9761	SUPPLY RESALE/COMPUTER NETWORK TECH I	619.57	0.00	320.00	0.00	497.65	441.92	0.00	441.92
009 9762	SUPPLY RESALE/COMPUTER NETWORK TECH II	704.66	0.00	140.00	0.00	333.35	511.31	0.00	511.31
009 9764	SUPPLY RESALE/CONSTRUCTION TECH I	1,312.91	0.00	1,545.00	94.75	344.10	2,513.81	679.58	1,834.23
009 9765	SUPPLY RESALE/CONSTRUCTION TECH II	162.80	30.00	240.00	0.00	360.00	42.80	0.00	42.80

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
009 9766	SUPPLY RESALE/COSMETOLOGY I	679.17	0.00	3,392.00	0.00	1,977.76	2,093.41	0.00	2,093.41
009 9767	SUPPLY RESALE/COSMETOLOGY II	230.86	0.00	600.00	0.00	2,135.54	1,304.68-	0.00	1,304.68-
009 9768	SUPPLY RESALE/CRIMINAL JUSTICE	706.86	130.00	1,660.00	0.00	2,518.12	151.26-	0.00	151.26-
009 9769	SUPPLY RESALE/CRIMINAL INVESTIGATION	1,447.65	105.00	540.00	0.00	1,315.99	671.66	0.00	671.66
009 9770	SUPPLY RESALE/TEACHING PROFESSIONS II	818.97	0.00	1,032.00	0.00	283.53	1,567.44	0.00	1,567.44
009 9772	SUPPLY RESALE/DIGITAL GRAPHIC DESIGN I	757.40	0.00	595.00	0.00	536.76	815.64	0.00	815.64
009 9773	SUPPLY RESALE/DIGITAL GRAPHIC DESIGN II	344.74	0.00	385.00	0.00	403.39	326.35	0.00	326.35
009 9774	SUPPLY RESALE/ENVIRONMENTAL SYSTEMS I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009 9775	SUPPLY RESALE/ENVIRONMENTAL SYSTEMS II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009 9777	SUPPLY RESALE/TEACHING PROFESSIONS I	105.11	0.00	470.00	0.00	95.22	479.89	0.00	479.89
009 9781	SUPPLY RESALE/ ENGINEERING I	417.86	0.00	255.00	0.00	0.00	672.86	0.00	672.86
009 9782	SUPPLY RESALE/ENGINEERING DESIGN & DEVELOPMEN	494.30	0.00	450.00	61.18	144.51	799.79	355.49	444.30
009 9783	SUPPLY RESALE/INTRO TO ENGINEERING DESIGN	449.88	15.00	450.00	0.00	0.00	899.88	0.00	899.88
009 9784	SUPPLY RESALE/PRINCIPLES OF ENGINEERING	356.20	15.00	285.00	305.00	305.00	336.20	0.00	336.20
009 9785	SUPPLY RESALE/MARKETING E-COMM I	311.37-	0.00	0.00	0.00	0.00	311.37-	0.00	311.37-
009 9786	SUPPLY RESALE/BUSINESS MGMT. I	457.07	0.00	0.00	0.00	0.00	457.07	0.00	457.07

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
		MTD Receipts							
009 9787	SUPPLY RESALE/BUSINESS MGMT. II	4.91-	0.00	20.00	0.00	0.00	15.09	0.00	15.09
009 9790	SUPPLY RESALE/MED TECH I-PATIENT CARE	417.65	0.00	2,030.00	0.00	0.00	2,447.65	0.00	2,447.65
009 9791	SUPPLY RESALE/MED TECH II	2,900.96	38.00	570.00	0.00	0.00	3,470.96	0.00	3,470.96
009 9794	SUPPLY RESALE/MED TECH I-INTRO TO DENTAL CARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009 9795	SUPPLY RESALE/BIOMEDICAL INNOVATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009 9797	SUPPLY RESALE/EMERGENCY MEDICAL TECHNICIAN	243.38	0.00	60.00	0.00	0.00	303.38	0.00	303.38
009 9799	SUPPLY RESALE/PRECISION MACHINE I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009 9801	SUPPLY RESALE/WELDING I	548.05	10.00	555.00	0.00	1,562.72	459.67-	0.00	459.67-
009 9802	SUPPLY RESALE/WELDING II	319.41	0.00	430.00	107.38	246.68	502.73	0.00	502.73
009 9805	SUPPLY RESALE/INTRO TO CONSTRUCT. TECHNOLOGY	167.57	0.00	150.00	0.00	0.00	317.57	0.00	317.57
009 9808	SUPPLY RESALE/SPORTS & ENTERTAINMENT MARKETIN	475.69	0.00	28.00	0.00	0.00	503.69	0.00	503.69
009 9811	SUPPLY RESALE/MARKETING COMMUNICATIONS I	298.71	0.00	20.00	0.00	0.00	318.71	0.00	318.71
009 9814	SUPPLY RESALE/MARKETING COMMUNICATIONS II	431.14	0.00	0.00	0.00	0.00	431.14	0.00	431.14
009 9817	SUPPLY RESALE/ MEDICAL ACADEMY	2,675.88	20.00	460.00	0.00	0.00	3,135.88	0.00	3,135.88
009 9820	SUPPLY RESALE/MEDICAL ASSISTING SKILLS I	2,103.81	25.00	225.00	0.00	0.00	2,328.81	0.00	2,328.81
009 9823	SUPPLY RESALE/MEDICAL TERMINOLOGY	2,313.30	20.00	1,260.00	0.00	1,724.90	1,848.40	0.00	1,848.40

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	MTD	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
Balance	Receipts								
009 9824	SUPPLY RESALE/MEDICAL TECH I DIAGNOSTICS CARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9830	SUPPLY RESALE/INTRO TO CULINARY ARTS	1,250.31	0.00	165.00	0.00	1,415.31	0.00	1,415.31	
009 9831	SUPPLY RESALE/BIOMEDICAL SCIENCES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9832	SUPPLY RESALE/HUMAN BODY SYSTEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9833	SUPPLY RESALE/MEDICAL INTERVENTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9834	SUPPLY RESALE/CRIMINAL MINDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009 9835	SUPPLY RESALE/MEDIA ARTS I	297.78	0.00	215.00	0.00	512.78	0.00	512.78	
009 9836	SUPPLY/RESALE WASHINGTON	227.73	35.00	289.99	0.00	517.72	0.00	517.72	
009 9837	SUPPLY RESALE - JEFFERSON	357.91	12.00	607.00	0.00	964.91	0.00	964.91	
009 9838	SUPPLY RESALE/SMALL ENGINE REPAIR	116.20	15.00	210.00	0.00	326.20	0.00	326.20	
009 9839	INTRO TO BUSINESS MGMT.	235.00	0.00	0.00	0.00	235.00	0.00	235.00	
009 9841	INTRODUCTION TO MEDIA ARTS	478.00	15.00	75.00	0.00	553.00	0.00	553.00	
009 9842	MEDIA ARTS II	222.40	30.00	405.00	0.00	627.40	0.00	627.40	
009 9880	CULINARY ARTS II	1,952.64	0.00	150.00	0.00	2,102.64	0.00	2,102.64	
009 9882	WHITMER FEE ADJUSTMENT ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:									
		127,582.46	617.00	75,218.03	2,684.90	58,001.01	144,799.48	21,820.58	122,978.90

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	MTD	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
Balance	Receipts								
019 9062	GRANTS, SCHOOL BUS CARD GRANT	537.32	0.00	0.00	0.00	268.66	268.66	0.00	268.66
019 9063	GRANTS, SHORELAND HIGH RISK GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019 9066	GRANTS, RPDC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019 9128	MIDDLE SCHOOLS THAT WORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 019 - OTHER GRANT:									
		537.32	0.00	0.00	0.00	268.66	268.66	0.00	268.66
022 9115	TOURNAMENT ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022 9140	TOURNAMENTS - BOYS SOCCER	0.00	0.00	754.00	0.00	358.00	396.00	0.00	396.00
022 9141	TOURNAMENTS - BASEBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022 9142	TOURNAMENTS - SOFTBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022 9143	FOOTBALL - TOURNAMENTS	0.00	0.00	14,071.00	1,201.92	10,352.19	3,718.81	0.00	3,718.81
TOTAL FOR Fund 022 - DISTRICT AGENCY:									
		0.00	0.00	14,825.00	1,201.92	10,710.19	4,114.81	0.00	4,114.81
024 9014	EMPLOYEE BENEFITS SELF-FUNDED HEALTH	6,874,137.64	1,001,042.76	5,941,368.25	788,459.88	5,212,706.35	7,602,799.54	0.00	7,602,799.54
024 9072	EMPLOYEE BENEFITS, HEALTH RESERVE/TERM.LIAB.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
024 9089	EMPLOYEE BENEFITS, HEALTH CARE-ROTARY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
024 9090	EMPLOYEE BENEFITS, SELF-FUNDED DENTAL	350,618.43	57,663.36	342,241.61	24,199.84	308,013.54	384,846.50	56,129.55	328,716.95
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:									
		7,224,756.07	1,058,706.12	6,283,609.86	812,659.72	5,520,719.89	7,987,646.04	56,129.55	7,931,516.49

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin	Balance	MTD	Receipts	Expenditures	Expenditures	Fund	Balance	Code
		Receipts				Balance	Encumbrances	
031 0000	UNDERGROUND STORAGE TANK, COST CENTER							
	55,000.00	0.00	0.00	0.00	0.00	55,000.00	0.00	55,000.00
	TOTAL FOR Fund 031 - UNDERGROUND STORAGE TANK FUND							
	55,000.00	0.00	0.00	0.00	0.00	55,000.00	0.00	55,000.00
070 9017	CAPITAL PROJECTS-WESTWOOD ELEM. SCHOOL							
	115,694.21	292.58	32,741.39	0.00	0.00	148,435.60	0.00	148,435.60
	TOTAL FOR Fund 070 - CAPITAL PROJECTS:							
	115,694.21	292.58	32,741.39	0.00	0.00	148,435.60	0.00	148,435.60
200 9007	STUDENT MANAGED ACTIVITY, FFA-ENVIROMENTAL SY							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9008	STUDENT MANAGED ACTIVITY, PLTW ENGINEERING							
	499.25	65.00	1,623.25	0.00	1,377.92	744.58	3,418.08	2,673.50-
200 9200	STUDENT MANAGED ACTIVITY, CLASS REUNION FUND							
	486.44	0.00	0.00	0.00	0.00	486.44	0.00	486.44
200 9201	STUDENT MANAGED ACTIVITY, JAPAN CULTURE CLUB							
	50.00	0.00	0.00	0.00	0.00	50.00	0.00	50.00
200 9203	STUDENT MANAGED ACTIVITY, BUSINESS PROF. OF A							
	838.75	0.00	1,981.00	0.00	874.00	1,945.75	95.00	1,850.75
200 9204	STUDENT MANAGED ACTIVITY, WHITMER CHEERLEADER							
	19,688.00	3,979.65	30,282.04	2,689.19	36,356.08	13,613.96	1,192.51	12,421.45
200 9205	STUDENT MANAGED ACTIVITY, CLASSICAL HONOR SOC							
	116.79	0.00	0.00	0.00	0.00	116.79	0.00	116.79
200 9206	STUDENT MANAGED ACTIVITY, DECA I							
	14,105.25	0.00	1,515.00	0.00	0.00	15,620.25	0.00	15,620.25
200 9208	STUDENT MANAGED ACTIVITY, FAM CAREER COMM LEA							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9210	STUDENT MANAGED ACTIVITY, MED TECH							
	14,844.70	1,524.61	3,605.77	169.00	1,858.78	16,591.69	1,390.02	15,201.67
200 9211	STUDENT MANAGED ACTIVITY, EDUCATORS RISING							
	8,319.23	0.00	3,275.00	88.00	1,686.88	9,907.35	482.50	9,424.85
200 9212	STUDENT MANAGED ACTIVITY, FRENCH CLUB							
	250.33	0.00	115.35	0.00	0.00	365.68	200.00	165.68

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
		MTD Receipts						
200 9214	STUDENT MANAGED ACTIVITY, GERMAN CLUB	0.00	0.00	62.93	4,045.12	387.07	3,658.05	
	4,108.05							
200 9215	STUDENT MANAGED ACTIVITY, LATINO CLUB	0.00	30.00	0.00	573.11	0.00	573.11	
	543.11							
200 9216	STUDENT MANAGED ACTIVITY, DECA II	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00							
200 9217	STUDENT MANAGED ACTIVITY, WASHINGTON NJHS	0.00	0.00	385.00	1,930.94	0.00	1,930.94	
	2,315.94							
200 9218	STUDENT MANAGED ACTIVITY, JEFF.JR.NAT.HONOR S	0.00	0.00	0.00	755.11	0.00	755.11	
	755.11							
200 9219	STUDENT MANAGED ACTIVITY, NATIONAL HONOR SOCI	0.00	2,815.00	345.75	7,175.38	0.00	7,175.38	
	4,706.13							
200 9223	STUDENT MANAGED ACTIVITY, WHITMER PUBLIC FORU	0.00	0.00	0.00	75.00-	0.00	75.00-	
	75.00-							
200 9224	STUDENT MANAGED ACTIVITY, WHITMER PANTHEON	0.00	0.00	0.00	122.79-	0.00	122.79-	
	122.79-							
200 9229	STUDENT MANAGED ACTIVITY, SPANISH CLUB	0.00	0.00	0.00	337.40	0.00	337.40	
	337.40							
200 9230	STUDENT MANAGED ACTIVITY, SPANISH HONORARY SO	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00							
200 9231	STUDENT MAG.ACTIVITY WHITMER STUDENT COUNCIL	0.00	20,430.15	8,170.53	18,819.51	254.00	18,565.51	
	6,559.89							
200 9232	STUDENT MANAGED ACT-PANTHER NATION	0.00	0.00	0.00	4,459.70	0.00	4,459.70	
	4,459.70							
200 9233	STUDENT MANAGED ACTIVITY - JOB TRAINING	71.00	71.00	0.00	291.95	200.00	91.95	
	220.95							
200 9234	STUDENT MANAGED ACTIVITY,SKILLS USA	0.00	2,000.00	270.00	1,730.00	0.00	1,730.00	
	0.00							
200 9235	STUDENT MANAGED ACTIVITY, LAW ENFORCEMENT II	71.08	473.41	620.47	222.28	0.00	222.28	
	369.34							
200 9236	STUDENT MANAGED ACTIVITY, LAW ENFORCEMENT I	52.83	125.26	161.50	347.82	0.00	347.82	
	384.06							

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
200 9237	STUDENT MANAGED ACTIVITY, SCIENCE CLUB	12,158.08	0.00	100.00	300.00-	300.00-	12,558.08	0.00	12,558.08
200 9239	STUDENT MANAGED ACTIVITY, ACCOUNTING & BUS SP	385.80-	0.00	0.00	0.00	0.00	385.80-	0.00	385.80-
200 9241	STUDENT MNG. ACTIVITY, NATIONAL TECH HONOR SO	1,717.31	180.00	1,665.00	0.00	87.25	3,295.06	0.00	3,295.06
200 9242	STUDENT MANAGED ACTIVITY, JEFFERSON STUDENT C	7,668.15	0.00	0.00	0.00	808.28	6,859.87	320.50	6,539.37
200 9244	STUDENT MANAGED ACTIVITY, WASH. MAIZE CHEERLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9245	STUDENT MANAGED ACTIVITY, JR. HI.CHEERLEADERS	3,311.96	0.00	0.00	475.00	1,158.58	2,153.38	0.00	2,153.38
200 9246	STUDENT MANAGED ACTIVITY, WASH. JR FCCLA CLUB	28.26	0.00	0.00	0.00	0.00	28.26	0.00	28.26
200 9247	STUDENT MANAGED ACTIVITY, BUSINESS/COMPUTER T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9248	STUDENT MANAGED ACTIVITY, COMPUTER NETWORKING	403.53	0.00	0.00	0.00	0.00	403.53	0.00	403.53
200 9249	STUDENT MANAGED ACTIVITY, WHITMER WELDING	600.75	274.87	1,036.87	0.00	588.00	1,049.62	344.00	705.62
200 9250	STUDENT MANAGED ACTIVITY, WHITMER MACHINE TRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9251	STUDENT MANAGED ACTIVITY, WHITMER AUTO TECH I	3,718.33	35.23	1,721.56	17.50	507.50	4,932.39	0.00	4,932.39
200 9252	STUDENT MANAGED ACTIVITY, WHITMER HEATING & A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9253	STUDENT MANAGED ACTIVITY, WHITMER COSMETOLOGY	111.96	0.00	295.00	192.50	192.50	214.46	0.00	214.46
200 9255	STUDENT MANAGED ACTIVITY, WHITMER AM.WELDING	168.42	0.00	315.00	0.00	210.00	273.42	0.00	273.42
200 9256	STUDENT MANAGED ACTIVITY, DIGITAL GRAPHIC DES	2,615.72	0.00	0.00	0.00	0.00	2,615.72	0.00	2,615.72

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
200 9257	STUDENT MANAGED ACTIVITY, WHITMER AUTO TECH I	573.26	0.00	0.00	0.00	149.88	423.38	0.00	423.38
200 9258	STUDENT MANAGED ACTIVITY, WHITMER RES.CONSTRU	218.83	75.00	405.00	315.00	315.00	308.83	0.00	308.83
200 9260	STUDENT MANAGED ACTIVITY, WASHINGTON STUDENT	2,387.32	0.00	174.75	97.25	155.23	2,406.84	675.00	1,731.84
200 9261	STUDENT MANAGED ACTIVITY, WHITMER FINE ARTS	327.68	0.00	0.00	0.00	0.00	327.68	0.00	327.68
200 9264	STUDENT MANAGED ACTIVITY, PANTHERETTES	5,306.24	712.12	7,981.78	980.00	9,769.27	3,518.75	0.00	3,518.75
200 9269	STUDENT MANAGED ACTIVITY, FRENCH HONORARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9270	STUDENT MANAGED ACTIVITY, WHITMER AFRO AMERIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9271	STUDENT MANAGED ACTIVITY, WHITMER SKI CLUB	504.61	0.00	0.00	0.00	0.00	504.61	0.00	504.61
200 9279	STUDENT MANAGED ACTIVITY, CHESS CLUB	194.51	215.00	215.00	268.00	268.00	141.51	0.00	141.51
200 9280	STUDENT MANAGED ACTIVITY, MATH HONORARY	613.81	0.00	650.00	0.00	360.00	903.81	0.00	903.81
200 9281	STUDENT MANAGED ACTIVITY, GERMAN HONORARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 9284	STUDENT MANAGED ACTIVITY, HOME EC RELATED OCC	292.37	0.00	0.00	0.00	0.00	292.37	0.00	292.37
200 9285	STUDENT MANAGED ACTIVITY, OFFICE TECHNOLOGY	378.90	0.00	0.00	0.00	0.00	378.90	0.00	378.90
200 9288	STUDENT MANAGED ACTIVITY, CHRISTIAN FELLOWSHI	182.60	0.00	0.00	0.00	0.00	182.60	0.00	182.60
200 9289	STUDENT MANAGED ACTIVITY, NEW DRAMA FUND	31,775.26	0.00	14,199.60	2,691.74	9,414.87	36,559.99	0.00	36,559.99
200 9290	STUDENT MANAGED ACTIVITY, WHITMER MUSICAL	10,721.00	0.00	0.00	171.44	171.44	10,549.56	9,000.00	1,549.56

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
		MTD Receipts						
200 9291	STUDENT MANAGED ACTIVITY, DRAMA CLUB	0.00	0.00	0.00	3,872.20	150.00	3,722.20	
		3,872.20						
200 9292	STUDENT MANAGED ACTIVITY, VIDEO PRODUCTION	0.00	0.00	0.00	177.55	0.00	177.55	
		177.55						
200 9293	STUDENT MANAGED ACTIVITY, OCCUPATIONAL WORK E	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9294	STUDENT MNGT ACTIVITY-AMERICAN RED CROSS CLUB	0.00	0.00	0.00	34.45	0.00	34.45	
		34.45						
200 9295	STUDENT MANG. ACTIVITY, WHITMER FILM PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9297	STUDENT MANAGED ACTIVITY, SENIOR AUTO BODY	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9299	STUDENT MANAGED ACTIVITY, C.D.E.	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9300	STUDENT MANAGED ACTIVITY, HARRY POTTER CLUB	0.00	0.00	0.00	293.46	0.00	293.46	
		293.46						
200 9301	STUDENT MANAGED ACTIVITY- WILDLIFE CLUB	0.00	0.00	0.00	259.71-	0.00	259.71-	
		259.71-						
200 9310	STUDENT MANAGED ACTIVITY, SOCIAL STUDIES CLUB	388.48	5,769.57	0.00	30,912.96	4,616.15	26,296.81	
		25,143.39						
200 9312	STUDENT MANAGED ACTIVITY - CULINARY ARTS CLUB	0.00	56.00	120.00	4,442.34	0.00	4,442.34	
		4,724.84						
200 9350	CLASS OF 1999	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9351	CLASS OF 2000	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9352	CLASS OF 2001	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9353	CLASS OF 2002	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						
200 9354	CLASS OF 2003	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00						

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
		MTD Receipts							
200 9355	CLASS OF 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
200 9356	CLASS OF 2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
200 9357	CLASS OF 2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
200 9358	CLASS OF 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
200 9359	WHITMER CLASS OF 2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
200 9360	WHITMER CLASS OF 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
200 9361	WHITMER CLASS OF 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
200 9362	CLASS OF 2011	243.74	0.00	0.00	243.74	0.00	0.00	0.00	
200 9363	CLASS OF 2012	1,047.65	0.00	0.00	1,047.65	0.00	0.00	0.00	
200 9364	STUDENT MANAGED ACT - BROOMBALL CLUB	764.48	3,030.00	3,030.00	0.00	0.00	3,794.48	4,140.00	345.52-
200 9365	CLASS OF 2013	3,132.25	0.00	0.00	0.00	483.61	2,648.64	0.00	2,648.64
200 9366	CLASS OF 2014	1,388.85	0.00	0.00	0.00	0.00	1,388.85	0.00	1,388.85
200 9367	CLASS OF 2015	1,067.55	0.00	0.00	0.00	0.00	1,067.55	0.00	1,067.55
200 9368	CLASS OF 2016	104.30	0.00	0.00	0.00	0.00	104.30	0.00	104.30
200 9369	CLASS OF 2017	139.87	0.00	0.00	0.00	0.00	139.87	0.00	139.87
200 9370	CLASS OF 2018	11,034.57	0.00	6,000.00-	0.00	0.00	5,034.57	0.00	5,034.57

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
300 9306	ACTIVITIES - WHITMER AFTER PROM	4,142.56	108.00	16,849.00	7,030.00	12,330.00	8,661.56	0.00	8,661.56
300 9308	PANTHER PROWL ACTIVITY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300 9311	ACTIVITIES-SPEC.REV. , VOCAL MUSIC	3,235.75	7,930.40	17,757.40	5,456.92	12,201.03	8,792.12	572.00	8,220.12
300 9316	ACTIVITIES-SPEC.REV. , WASHINGTON CHOIR	105.12	0.00	0.00	0.00	0.00	105.12	0.00	105.12
300 9318	WASHINGTON JR.HIGH GIRLS ROCK	813.27	0.00	225.10	338.80	458.06	580.31	30.74	549.57
300 9330	ACTIVITIES-SPEC.REV. , JEFFERSON DRAMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300 9500	ACTIVITIES-SPEC.REV. , DISTRICT ATHLETICS	90,874.79	17,921.00	174,773.00	17,309.82	118,872.21	146,775.58	16,410.01	130,365.57
300 9503	BASEBALL CLUB	11,770.54	173.94	378.01	0.00	2,199.99	9,948.56	0.00	9,948.56
300 9506	BOYS BASKETBALL CLUB	4,966.35	103.23	214.60	0.00	1,208.80	3,972.15	0.00	3,972.15
300 9509	BOYS SOCCER CLUB	407.36	0.00	3,298.01	0.00	2,981.57	723.80	174.00	549.80
300 9512	FOOTBALL CLUB	3,695.72	449.09	8,749.09	1,430.75	10,586.85	1,857.96	0.00	1,857.96
300 9515	BOYS CROSS COUNTRY CLUB	275.81	0.00	1,940.00	0.00	1,665.50	550.31	0.00	550.31
300 9518	BOYS TENNIS CLUB	150.00	100.00	100.00	0.00	0.00	250.00	0.00	250.00
300 9521	WRESTLING CLUB	12,350.26	3,010.00	15,950.98	6,851.70	9,474.71	18,826.53	1,000.00	17,826.53
300 9524	BOYS GOLF CLUB	613.49	77.86	158.09	0.00	535.00	236.58	70.00	166.58
300 9527	DISTRICT ATHLETICS CLUB	510.00	0.00	0.00	0.00	0.00	510.00	0.00	510.00

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
		MTD Receipts							
300	9530 GIRLS BASKETBALL CLUB	7,874.53	661.25	981.00	144.87	2,152.53	6,703.00	1,683.37	5,019.63
300	9533 GIRLS SOCCER CLUB	3,575.85	168.44	4,938.34	0.00	4,869.29	3,644.90	500.00	3,144.90
300	9536 SOFTBALL CLUB	10,727.34	2,913.00	6,682.00	0.00	9,413.96	7,995.38	5,060.00	2,935.38
300	9539 VOLLEYBALL CLUB	18,990.01	400.00	12,533.94	0.00	15,124.48	16,399.47	2,300.00	14,099.47
300	9542 GIRLS CROSS COUNTRY CLUB	13,771.29	1,279.67	5,007.31	0.00	12,210.76	6,567.84	345.46	6,222.38
300	9545 GIRLS GOLF CLUB	1,643.16	124.85	1,600.26	0.00	922.84	2,320.58	0.00	2,320.58
300	9548 GYMNASTICS CLUB	602.37	1,000.00	2,216.00	0.00	165.91	2,652.46	2,198.00	454.46
300	9551 GIRLS TENNIS CLUB	362.02	0.00	0.00	0.00	0.00	362.02	0.00	362.02
300	9554 GIRLS TRACK CLUB	12,347.96	1,029.60	2,145.17	0.00	2,217.64	12,275.49	4,930.00	7,345.49
300	9557 BOYS TRACK CLUB	8,421.23	775.66	2,330.44	0.00	0.00	10,751.67	5,925.00	4,826.67
300	9560 ATHLETIC CONCESSIONS CLUB	14,861.49	4,432.72	5,426.67	1,180.17	6,179.02	14,109.14	4,902.01	9,207.13
300	9563 ELEMENTARY BASKETBALL	1,292.63	5,460.00	8,060.00	0.00	0.00	9,352.63	3,500.00	5,852.63
300	9566 WHITMER HOCKEY	7,178.14	3,614.29	11,506.41	4,117.00	10,494.50	8,190.05	8,375.00	184.95-
300	9569 JR. HIGH BOYS CROSS COUNTRY CLUB	2,233.29	0.00	28.00	0.00	413.93	1,847.36	0.00	1,847.36
300	9572 AQUATICS CLUB	350.00	2,516.00	2,886.00	0.00	0.00	3,236.00	1,678.00	1,558.00
300	9805 ACTIVITIES-SPEC.REV., GREENWOOD STUDENT ACTIV	5,284.65	453.00	5,295.10	450.12	2,585.19	7,994.56	4,500.00	3,494.56

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank	
Begin	MTD	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code	
Balance	Receipts								
516	932N IDEA PART B - ARRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
516	932O IDEA PART B - ARRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:									
		70,947.67	203,642.56	903,492.97	150,453.55	897,688.32	76,752.32	55,246.93	21,505.39
524	9108 PERKINS VOCATIONAL GRANT FISCAL YEAR 2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9109 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9110 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9111 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9112 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9113 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9114 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9115 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9116 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9117 PERKINS VOCATIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
524	9118 PERKINS VOCATIONAL GRANT	7,100.36	0.00	17,899.64	0.00	25,000.00	0.00	0.00	
524	9119 PERKINS VOCATIONAL GRANT	0.00	14,128.98	72,799.59	11,435.77	50,580.37	22,219.22	7,291.59	14,927.63
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198									
		7,100.36	14,128.98	90,699.23	11,435.77	75,580.37	22,219.22	7,291.59	14,927.63

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
590 9117	TITLE II-A TEACHER QUALITY							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
590 9118	TITLE II-A TEACHER QUALITY							
34,424.72	0.00	16,317.38	0.00	50,742.10	0.00	0.00	0.00	
590 9119	TITLE II-A TEACHER QUALITY							
0.00	26,048.03	110,426.34	17,698.44	81,297.56	29,128.78	10,050.00	19,078.78	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:								
34,424.72	26,048.03	126,743.72	17,698.44	132,039.66	29,128.78	10,050.00	19,078.78	
599 9118	MISC. FED. GRANT							
0.00	0.00	174.75	0.00	174.75	0.00	0.00	0.00	
599 9119	MISC. FED. GRANT							
0.00	0.00	116,165.60	546.52	96,712.12	19,453.48	380.00	19,073.48	
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND								
0.00	0.00	116,340.35	546.52	96,886.87	19,453.48	380.00	19,073.48	
GRAND TOTALS:								
39,874,064.75	4,648,472.99	55,176,066.22	7,828,667.56	53,801,096.53	41,249,034.44	4,551,787.22	36,697,247.22	

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156824	W	12/06/2018	1-WORLD GLOBES & MAPS, LLC.	015861			478.00
						Vendor total:	\$478.00
156933	W	12/19/2018	ACTE REGISTRATION	010927	RECONCILED:12/31/2018		385.66
						Vendor total:	\$385.66
156934	W	12/19/2018	ACTION T-SHIRTS RONALD W. RAYMOND JR.	015403			94.75
						Vendor total:	\$94.75
156935	W	12/19/2018	ADAMSON PRINTING, INC.	004677	RECONCILED:12/31/2018		826.86
						Vendor total:	\$826.86
156825	W	12/06/2018	ADVANCED INCENTIVES	001381	RECONCILED:12/31/2018		273.00
156875	W	12/12/2018	ADVANCED INCENTIVES	001381	RECONCILED:12/31/2018		211.34
157018	W	12/19/2018	ADVANCED INCENTIVES	001381	RECONCILED:12/31/2018		81.00
						Vendor total:	\$565.34
156876	W	12/12/2018	AIRGAS	000056	RECONCILED:12/31/2018		26.50
						Vendor total:	\$26.50
156877	W	12/12/2018	ALLEN COUNTY BD. OF EDUCATION	000002	RECONCILED:12/31/2018		60.00
						Vendor total:	\$60.00
156878	W	12/12/2018	ALLIED SUPPLY CO. INC.	001275	RECONCILED:12/31/2018		58.32
						Vendor total:	\$58.32
156936	W	12/19/2018	ALLSHRED SERVICES, INC.	004251	RECONCILED:12/31/2018		68.35
						Vendor total:	\$68.35
157045	W	12/27/2018	AMAZON.COM	010822	RECONCILED:12/31/2018		10,657.51
						Vendor total:	\$10,657.51
157019	W	12/19/2018	AMERICAN FIDELITY ADMINISTRATIVE SERVICES LLC	015060	RECONCILED:12/31/2018		760.10
						Vendor total:	\$760.10
156855	W	12/11/2018	AMERICAN FIDELITY CORP.	000883	RECONCILED:12/31/2018		1,086.70
						Vendor total:	\$1,086.70
156856	W	12/11/2018	AMERICAN FIDELITY CORPORATION	000731	RECONCILED:12/31/2018		1,687.30
						Vendor total:	\$1,687.30
156937	W	12/19/2018	AMES LOCKSMITH COMPANY MARK VERNON AMES	004341	RECONCILED:12/31/2018		250.00
						Vendor total:	\$250.00
156859	W	12/12/2018	ANTHONY WAYNE HIGH SCHOOL	014415	RECONCILED:12/31/2018		75.00

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							Vendor total:	\$75.00
156879	W	12/12/2018	APPLIANCE CENTER	004131	RECONCILED:12/31/2018		417.00	
							Vendor total:	\$417.00
156880	W	12/12/2018	AT & T	000013	RECONCILED:12/31/2018		3,680.16	
							Vendor total:	\$3,680.16
156726	W	12/06/2018	AT & T LONG DISTANCE	015046	RECONCILED:12/31/2018		230.44	
							Vendor total:	\$230.44
156727	W	12/06/2018	B & B BOX COMPANY INC.	001603	RECONCILED:12/31/2018		1,242.00	
							Vendor total:	\$1,242.00
156728	W	12/06/2018	B & H PHOTO-VIDEO REMITTANCE PROCESSING CENTER	002291	RECONCILED:12/31/2018		2,490.10	
156938	W	12/19/2018	B & H PHOTO-VIDEO REMITTANCE PROCESSING CENTER	002291	RECONCILED:12/31/2018		2,879.01	
							Vendor total:	\$5,369.11
156826	W	12/06/2018	B & T BLEVINS ENTERPRISES, LLC JM DESIGNS	015136	RECONCILED:12/31/2018		814.75	
156860	W	12/12/2018	B & T BLEVINS ENTERPRISES, LLC JM DESIGNS	015136	RECONCILED:12/31/2018		7,764.50	
							Vendor total:	\$8,579.25
156729	W	12/06/2018	BAMBINO'S PIZZA & SUBS	015830	RECONCILED:12/31/2018		8,223.25	
							Vendor total:	\$8,223.25
901656	M	12/06/2018	BANK MEMO VENDOR	950000			29,141.36	
901661	M	12/18/2018	BANK MEMO VENDOR	950000			29,261.12	
							Vendor total:	\$58,402.48
156730	W	12/06/2018	BARCO PRODUCTS COMPANY	002966	RECONCILED:12/31/2018		649.19	
							Vendor total:	\$649.19
156731	W	12/06/2018	BARNES & NOBLE BOOKSTORE	003018	RECONCILED:12/31/2018		3,912.91	
							Vendor total:	\$3,912.91
156881	W	12/12/2018	BATTERIES PLUS BP VENTURES OHIO, LLC	014831	RECONCILED:12/31/2018		700.00	
							Vendor total:	\$700.00
156732	W	12/06/2018	BAZ GROUP, INC.	004489	RECONCILED:12/31/2018		355.00	
156939	W	12/19/2018	BAZ GROUP, INC.	004489	RECONCILED:12/31/2018		733.00	
							Vendor total:	\$1,088.00

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156733	W	12/06/2018	BELL, GERALD E. MCGREGOR	002715	RECONCILED:12/31/2018		34.42
						Vendor total:	\$34.42
156940	W	12/19/2018	BERRYMAN, LAURA CENTRAL OFFICE	002693	RECONCILED:12/31/2018		397.43
						Vendor total:	\$397.43
156827	W	12/06/2018	BETHANY HOUSE FRANCISCAN SHELTERS	015881	RECONCILED:12/31/2018		225.00
						Vendor total:	\$225.00
156941	W	12/19/2018	BLICK, DICK	000540	RECONCILED:12/31/2018		350.88
						Vendor total:	\$350.88
156942	W	12/19/2018	BOHL EQUIPMENT INC.	000383	RECONCILED:12/31/2018		2,426.40
						Vendor total:	\$2,426.40
157020	W	12/19/2018	BOSCH, LORI BETH C/O WASHINGTON	005037	RECONCILED:12/31/2018		144.87
						Vendor total:	\$144.87
157046	W	12/27/2018	BRICKER & ECKLER LLP	011789	RECONCILED:12/31/2018		4,052.89
						Vendor total:	\$4,052.89
156882	W	12/12/2018	BRONDES FORD	000032	RECONCILED:12/31/2018		3,346.15
						Vendor total:	\$3,346.15
156943	W	12/19/2018	BROWN, DANIELLE MONAC	012728			177.76
						Vendor total:	\$177.76
156734	W	12/06/2018	BUCHER, WILLIAM INC.	001792	RECONCILED:12/31/2018		4,800.00
						Vendor total:	\$4,800.00
156735	W	12/06/2018	BUCKEYE BROADBAND	002962	RECONCILED:12/31/2018		107.02
156883	W	12/12/2018	BUCKEYE BROADBAND	002962	RECONCILED:12/31/2018		33.89
						Vendor total:	\$140.91
156884	W	12/12/2018	BUNDE SALES, INC.	000033	RECONCILED:12/31/2018		1,968.20
						Vendor total:	\$1,968.20
156736	W	12/06/2018	CARDINAL BUS SALES & SERV.	002260	RECONCILED:12/31/2018		1,331.19
						Vendor total:	\$1,331.19
156737	W	12/06/2018	CARLEX INC.	011176	RECONCILED:12/31/2018		145.20
						Vendor total:	\$145.20
157021	W	12/19/2018	CARONE & METZGER'S	002872	RECONCILED:12/31/2018		228.00

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							Vendor total: \$228.00
156738	W	12/06/2018	CATAPULT LEARNING, LLC	015483	RECONCILED:12/31/2018		1,425.00
							Vendor total: \$1,425.00
157042	W	12/20/2018	CENTURY RESOURCES	000553	RECONCILED:12/31/2018		5,100.92
							Vendor total: \$5,100.92
156944	W	12/19/2018	CEV MULTIMEDIA, LTD	001753	RECONCILED:12/31/2018		970.00
							Vendor total: \$970.00
156828	W	12/06/2018	CGS IMAGING	013848	RECONCILED:12/31/2018		270.00
							Vendor total: \$270.00
157022	W	12/19/2018	CHAKA, KATHLEEN WASHINGTON	010146	RECONCILED:12/31/2018		113.80
							Vendor total: \$113.80
156739	W	12/06/2018	CINTAS CORP.	002805	RECONCILED:12/31/2018		93.96
156885	W	12/12/2018	CINTAS CORP.	002805	RECONCILED:12/31/2018		124.92
156945	W	12/19/2018	CINTAS CORP.	002805	RECONCILED:12/31/2018		3,517.29
							Vendor total: \$3,736.17
156861	W	12/12/2018	COLLINGWOOD WATER CO., INC.	005338	RECONCILED:12/31/2018		73.50
							Vendor total: \$73.50
157023	W	12/19/2018	COLONIAL SIGN & DISPLAY CO.	015277	RECONCILED:12/31/2018		322.00
							Vendor total: \$322.00
157047	W	12/27/2018	COLUMBIA GAS OF OHIO	000003			12,069.98
							Vendor total: \$12,069.98
156886	W	12/12/2018	COLUMBUS CLAY	001026	RECONCILED:12/31/2018		1,610.00
							Vendor total: \$1,610.00
156887	W	12/12/2018	COMMERCE PAPER COMPANY INC	000153			742.50
							Vendor total: \$742.50
156740	W	12/06/2018	COMMERCIAL WATERWORKS LLC	010286	RECONCILED:12/31/2018		1,659.00
							Vendor total: \$1,659.00
156741	W	12/06/2018	COMMUNICATION EXCHANGE LLC.	014855	RECONCILED:12/31/2018		90.00
156946	W	12/19/2018	COMMUNICATION EXCHANGE LLC.	014855	RECONCILED:12/31/2018		5,490.00
							Vendor total: \$5,580.00
156742	W	12/06/2018	COMMUNITY TRANSIT SERVICE ANNE GRADY SERVICES	013804	VOID: 12/07/2018		10,360.00

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156888	W	12/12/2018	COMMUNITY TRANSIT SERVICE ANNE GRADY SERVICES	013804	RECONCILED:12/31/2018		790.00
						Vendor total:	\$11,150.00
156743	W	12/06/2018	CONSOLIDATED AUDIO VISUAL	003288	RECONCILED:12/31/2018		661.98
						Vendor total:	\$661.98
156744	W	12/06/2018	CONSOLIDATED ELECTRICAL DIST. ALL-PHASE ELECTRIC SUPPLY	015568	RECONCILED:12/31/2018		1,935.78
156889	W	12/12/2018	CONSOLIDATED ELECTRICAL DIST. ALL-PHASE ELECTRIC SUPPLY	015568	RECONCILED:12/31/2018		1,953.00
						Vendor total:	\$3,888.78
156857	W	12/11/2018	CONSUMERS LIFE INSURANCE CO.	015163	RECONCILED:12/31/2018		4,293.00
						Vendor total:	\$4,293.00
156890	W	12/12/2018	CRAIG'S FLOWERS & GIFTS JERRY SCOTT CRAIG	002232	RECONCILED:12/31/2018		168.00
						Vendor total:	\$168.00
156947	W	12/19/2018	CRANSTON, NICHOLAS HIAWATHA/JACKMAN	015900	RECONCILED:12/31/2018		420.25
						Vendor total:	\$420.25
156745	W	12/06/2018	CROWNE PLAZA	002096	RECONCILED:12/31/2018		3,737.69
						Vendor total:	\$3,737.69
156746	W	12/06/2018	CROZIER, TERESA WHITMER/CTC BLDG.	011632	RECONCILED:12/31/2018		297.00
						Vendor total:	\$297.00
156948	W	12/19/2018	CULLIGAN OF NORTHWEST OHIO	014516	RECONCILED:12/31/2018		86.75
						Vendor total:	\$86.75
156747	W	12/06/2018	CULLUM, SARAH	015895			5,954.18
						Vendor total:	\$5,954.18
156949	W	12/19/2018	CZERNIAK, CHARLENE	015876	RECONCILED:12/31/2018		500.00
						Vendor total:	\$500.00
156748	W	12/06/2018	D&S DIVERSIFIED	012475	RECONCILED:12/31/2018		1,900.00
						Vendor total:	\$1,900.00
156749	W	12/06/2018	DAKE, CHRISTINA WHITMER	000391			200.00
						Vendor total:	\$200.00
156862	W	12/12/2018	DAN RODGERS SPORTING GOODS INC	002011	RECONCILED:12/31/2018		951.75
						Vendor total:	\$951.75

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156829	W	12/06/2018	DAVES RUNNING SHOP LLC	015339	RECONCILED:12/31/2018		1,538.70
						Vendor total:	\$1,538.70
156891	W	12/12/2018	DELTA DENTAL PLAN OF OHIO FOR WIRE USE ONLY	014623	RECONCILED:12/31/2018		14,217.44
156950	W	12/19/2018	DELTA DENTAL PLAN OF OHIO FOR WIRE USE ONLY	014623	RECONCILED:12/31/2018		9,982.40
						Vendor total:	\$24,199.84
156750	W	12/06/2018	DEPT OF PUBLIC UTILITIES DIVISION OF WATER	000157	RECONCILED:12/31/2018		5,606.74
156892	W	12/12/2018	DEPT OF PUBLIC UTILITIES DIVISION OF WATER	000157	RECONCILED:12/31/2018		5,145.21
156951	W	12/19/2018	DEPT OF PUBLIC UTILITIES DIVISION OF WATER	000157	RECONCILED:12/31/2018		11,148.49
157048	W	12/27/2018	DEPT OF PUBLIC UTILITIES DIVISION OF WATER	000157			3,766.32
						Vendor total:	\$25,666.76
156751	W	12/06/2018	DRAKE, CHARLEY WHITMER HIGH SCHOOL	000905	RECONCILED:12/31/2018		125.44
						Vendor total:	\$125.44
156893	W	12/12/2018	EARL MECHANICAL SERVICES, INC.	002453	RECONCILED:12/31/2018		4,489.00
156952	W	12/19/2018	EARL MECHANICAL SERVICES, INC.	002453	RECONCILED:12/31/2018		2,551.00
						Vendor total:	\$7,040.00
156752	W	12/06/2018	EDUCATIONAL SERVICE CENTER OF LAKE ERIE WEST	000234	RECONCILED:12/31/2018		2,514.56
156953	W	12/19/2018	EDUCATIONAL SERVICE CENTER OF LAKE ERIE WEST	000234			49,040.00
						Vendor total:	\$51,554.56
156830	W	12/06/2018	EDUCATORS RISING -OHIO	015055	VOID: 12/07/2018		96.00
156863	W	12/12/2018	EDUCATORS RISING -OHIO	015055	RECONCILED:12/31/2018		176.00
						Vendor total:	\$272.00
156894	W	12/12/2018	ESPECIAL NEEDS, LLC CARRIE KOURI	015751	RECONCILED:12/31/2018		49.90
						Vendor total:	\$49.90

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157024	W	12/19/2018	ETTL ART & SIGN MICHAEL E TTL	015889	RECONCILED:12/31/2018		475.00
						Vendor total:	\$475.00
156895	W	12/12/2018	FAMOUS SUPPLY	004376	RECONCILED:12/31/2018		1,984.95
						Vendor total:	\$1,984.95
156954	W	12/19/2018	FANDREY, BEVERLY MCGREGOR	003999	RECONCILED:12/31/2018		174.79
						Vendor total:	\$174.79
156753	W	12/06/2018	FASTENAL	001052	RECONCILED:12/31/2018		1,875.00
						Vendor total:	\$1,875.00
157025	W	12/19/2018	FIFTH THIRD BANK ***DO NOT MAIL***	013562	RECONCILED:12/31/2018		22,284.89
						Vendor total:	\$22,284.89
901655	C	12/07/2018	FIFTH THIRD BANK PAYROLL ACCOUNT	900001	RECONCILED:12/31/2018		2,070,238.63
901660	C	12/21/2018	FIFTH THIRD BANK PAYROLL ACCOUNT	900001	RECONCILED:12/31/2018		2,055,766.11
						Vendor total:	\$4,126,004.74
157026	W	12/19/2018	FINAL FORMS BC TECHNOLOGIES CO.	014849	RECONCILED:12/31/2018		700.00
						Vendor total:	\$700.00
156754	W	12/06/2018	FITZGERALD, MELISSA WHITMER	000156	RECONCILED:12/31/2018		870.25
						Vendor total:	\$870.25
156755	W	12/06/2018	FLEMMINGS, SEAN M. MONAC	003192	VOID: 12/07/2018		475.00
						Vendor total:	\$475.00
156896	W	12/12/2018	FOLDING EQUIPMENT CO. LLC. BENJAMIN F JAMES III	000416	RECONCILED:12/31/2018		5,000.00
						Vendor total:	\$5,000.00
156955	W	12/19/2018	FOLLETT SCHOOL SOLUTIONS, INC	005442	RECONCILED:12/31/2018		11,239.69
						Vendor total:	\$11,239.69
156756	W	12/06/2018	FORREST AUTO SUPPLY, LLC	014827	RECONCILED:12/31/2018		1,024.77
						Vendor total:	\$1,024.77
156956	W	12/19/2018	FRAME PEST CONTROL	001087	RECONCILED:12/31/2018		800.00
						Vendor total:	\$800.00

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156957	W	12/19/2018	FRIENDSOFFICE	010755	RECONCILED:12/31/2018		768.50
						Vendor total:	\$768.50
156958	W	12/19/2018	FYR-FYTER SALES & SERVICE INC. KEVIN MOLNAR	000058	RECONCILED:12/31/2018		185.00
						Vendor total:	\$185.00
156959	W	12/19/2018	GAGGLE.NET, INC.	014560			9,775.00
						Vendor total:	\$9,775.00
156757	W	12/06/2018	GARCIA, RONDA	015893	RECONCILED:12/31/2018		209.29
						Vendor total:	\$209.29
156758	W	12/06/2018	GEHA, RACHEL SHORELAND ELEM.	012656	RECONCILED:12/31/2018		149.49
						Vendor total:	\$149.49
156831	W	12/06/2018	GENT, JENNIFER WASHINGTON, JR.	000077	RECONCILED:12/31/2018		95.68
157027	W	12/19/2018	GENT, JENNIFER WASHINGTON, JR.	000077	RECONCILED:12/31/2018		194.54
						Vendor total:	\$290.22
156960	W	12/19/2018	GLASS DOCTOR	003483	RECONCILED:12/31/2018		265.00
						Vendor total:	\$265.00
156759	W	12/06/2018	GORDON FOOD SERVICES, INC.	010107	RECONCILED:12/31/2018		714.12
156897	W	12/12/2018	GORDON FOOD SERVICES, INC.	010107	RECONCILED:12/31/2018		39,560.41
						Vendor total:	\$40,274.53
156760	W	12/06/2018	GRAINGER, INC.	000407	RECONCILED:12/31/2018		835.27
						Vendor total:	\$835.27
156898	W	12/12/2018	GREAT LAKES BIOMEDICAL	013668	RECONCILED:12/31/2018		90.00
						Vendor total:	\$90.00
156761	W	12/06/2018	GREAT LAKES RENTAL & EQUIPMENT TIM FARTHING	013352	RECONCILED:12/31/2018		7,121.18
						Vendor total:	\$7,121.18
156832	W	12/06/2018	GREEN, MOLLY	015886	RECONCILED:12/31/2018		65.00
						Vendor total:	\$65.00
156899	W	12/12/2018	GUMMER WHOLESAL, INC.	015851	RECONCILED:12/31/2018		19,625.13
						Vendor total:	\$19,625.13
156762	W	12/06/2018	HABITEC	002637	RECONCILED:12/31/2018		32.00
						Vendor total:	\$32.00

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156833	W	12/06/2018	HAMEN, DAVE	013402	RECONCILED:12/31/2018		77.95
						Vendor total:	\$77.95
157049	W	12/27/2018	HAYWARD, SUSAN CENTRAL OFFICE	015282	RECONCILED:12/31/2018		171.13
						Vendor total:	\$171.13
156961	W	12/19/2018	HEALTHCARE PROCESS CONSULTING, INC.	012860			6,125.00
						Vendor total:	\$6,125.00
156763	W	12/06/2018	HEARLIHY & COMPANY	000307	RECONCILED:12/31/2018		644.60
						Vendor total:	\$644.60
156764	W	12/06/2018	HEBAN, DEBRA WHITMER/CTC	001012	RECONCILED:12/31/2018		535.22
						Vendor total:	\$535.22
156864	W	12/12/2018	HENRY FORD MUSEUM	014262	RECONCILED:12/31/2018		680.00
						Vendor total:	\$680.00
156900	W	12/12/2018	HERITAGE-CRYSTAL CLEAN, LLC	013927	RECONCILED:12/31/2018		877.89
156962	W	12/19/2018	HERITAGE-CRYSTAL CLEAN, LLC	013927	RECONCILED:12/31/2018		1,154.14
						Vendor total:	\$2,032.03
156765	W	12/06/2018	HOFFMAN, SARA WHITMER	012671	RECONCILED:12/31/2018		233.20
						Vendor total:	\$233.20
156963	W	12/19/2018	HOME DEPOT DEPT. 32-2501910008	001585	VOID: 12/20/2018		2,861.03
						Vendor total:	\$2,861.03
156865	W	12/12/2018	HOMEWOOD PRESS	003106	RECONCILED:12/31/2018		479.00
						Vendor total:	\$479.00
156901	W	12/12/2018	HONEYWELL, INC.	005417	RECONCILED:12/31/2018		1,596.00
156964	W	12/19/2018	HONEYWELL, INC.	005417	RECONCILED:12/31/2018		5,000.00
						Vendor total:	\$6,596.00
156902	W	12/12/2018	HUGH O'BRIAN YOUTH LEADERSHIP	013215	RECONCILED:12/31/2018		620.00
						Vendor total:	\$620.00
156766	W	12/06/2018	HUNTINGTON NATIONAL BANK CORPORATE TRUST DEPT	005239	RECONCILED:12/31/2018		900.00
						Vendor total:	\$900.00
157028	W	12/19/2018	HYTTENHOVE, ANNETTE	000963			105.00

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HYTTENHOVE PHOTOGRAPHY							
						Vendor total:	\$105.00
156767	W	12/06/2018	JANNEY'S SERVICE TIM JANNEY	000175	RECONCILED:12/31/2018		41.92
						Vendor total:	\$41.92
156903	W	12/12/2018	JOHNSON CONTROLS FIRE PROTECTION LP	015868	RECONCILED:12/31/2018		1,058.64
						Vendor total:	\$1,058.64
156768	W	12/06/2018	JULIAN & GRUBE, INC.	011213	RECONCILED:12/31/2018		11,800.00
156904	W	12/12/2018	JULIAN & GRUBE, INC.	011213	RECONCILED:12/31/2018		2,700.00
						Vendor total:	\$14,500.00
156834	W	12/06/2018	KERSHNER, STEVE	014890	RECONCILED:12/31/2018		478.04
						Vendor total:	\$478.04
156769	W	12/06/2018	KOSAKOWSKI, MEGAN WHITMER	015497	RECONCILED:12/31/2018		199.04
156965	W	12/19/2018	KOSAKOWSKI, MEGAN WHITMER	015497	RECONCILED:12/31/2018		495.40
						Vendor total:	\$694.44
156770	W	12/06/2018	KOVAL, JENNIFER	015063	RECONCILED:12/31/2018		229.99
						Vendor total:	\$229.99
156771	W	12/06/2018	KOZAL, SUSAN	015110	RECONCILED:12/31/2018		500.09
						Vendor total:	\$500.09
156905	W	12/12/2018	KROGER COLUMBUS CUSTOMER CHARGE	003435	RECONCILED:12/31/2018		1,302.73
156966	W	12/19/2018	KROGER COLUMBUS CUSTOMER CHARGE	003435	RECONCILED:12/31/2018		483.40
						Vendor total:	\$1,786.13
157040	B	12/20/2018	LAFERRIERE, RACHEL	015717	RECONCILED:12/31/2018		148.54
						Vendor total:	\$148.54
156772	W	12/06/2018	LAMAR ADVERTISING	012638	RECONCILED:12/31/2018		3,000.00
						Vendor total:	\$3,000.00
156773	W	12/06/2018	LAMBERTVILLE HARDWARE	012394	RECONCILED:12/31/2018		174.18
						Vendor total:	\$174.18
156967	W	12/19/2018	LAWSON PRODUCTS, INC.	011455	RECONCILED:12/31/2018		9,667.13
						Vendor total:	\$9,667.13

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157050	W	12/27/2018	LAYTART, JILL LINCOLNSHIRE BLDG.	013539			89.38
						Vendor total:	\$89.38
156968	W	12/19/2018	LAZEAR, RACHEL JACKMAN	015897	RECONCILED:12/31/2018		335.00
						Vendor total:	\$335.00
156774	W	12/06/2018	LOWE'S COMPANIES INC.	010366	RECONCILED:12/31/2018		1,279.58
156835	W	12/06/2018	LOWE'S COMPANIES INC.	010366	RECONCILED:12/31/2018		381.74
						Vendor total:	\$1,661.32
156775	W	12/06/2018	LYDEN OIL CO.	014929	RECONCILED:12/31/2018		3,826.00
156906	W	12/12/2018	LYDEN OIL CO.	014929	RECONCILED:12/31/2018		639.00
						Vendor total:	\$4,465.00
156776	W	12/06/2018	MARTIN, KRISTINE WHITMER HIGH SCHOOL	000228	RECONCILED:12/31/2018		352.34
						Vendor total:	\$352.34
156836	W	12/06/2018	MAZZURCO, LYNDA	013462	RECONCILED:12/31/2018		687.42
156866	W	12/12/2018	MAZZURCO, LYNDA	013462	RECONCILED:12/31/2018		70.72
157029	W	12/19/2018	MAZZURCO, LYNDA	013462	RECONCILED:12/31/2018		28.00
						Vendor total:	\$786.14
156969	W	12/19/2018	MCELHENNEY LOCKSMITHS	002607	RECONCILED:12/31/2018		491.00
						Vendor total:	\$491.00
156777	W	12/06/2018	MELLOCRAFT CO.	012241	RECONCILED:12/31/2018		1,390.40
						Vendor total:	\$1,390.40
156970	W	12/19/2018	MERCER PETROLEUM PO BOX 180	014300	RECONCILED:12/31/2018		194.50
						Vendor total:	\$194.50
156778	W	12/06/2018	MERRITT, RICHARD MAINTENANCE	000618	RECONCILED:12/31/2018		1,921.40
156971	W	12/19/2018	MERRITT, RICHARD MAINTENANCE	000618	RECONCILED:12/31/2018		150.42
						Vendor total:	\$2,071.82
156972	W	12/19/2018	METROPARKS - TOLEDO AREA	003571			140.00
						Vendor total:	\$140.00
156779	W	12/06/2018	METTLER, NICOLE	015374	RECONCILED:12/31/2018		291.00

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NOTRE DAME							
						Vendor total:	\$291.00
156780	W	12/06/2018	METZGERS PREPRESS, INC.	002272	RECONCILED:12/31/2018		741.45
						Vendor total:	\$741.45
156781	W	12/06/2018	MEYER HILL LYNCH	010921	RECONCILED:12/31/2018		5,000.00
						Vendor total:	\$5,000.00
156782	W	12/06/2018	MIDPORT ELECTRONICS	004214	RECONCILED:12/31/2018		3,638.59
						Vendor total:	\$3,638.59
156907	W	12/12/2018	MIDWEST REGIONAL ESC TREASURERS OFFICE	001865	RECONCILED:12/31/2018		4,356.50
						Vendor total:	\$4,356.50
156837	W	12/06/2018	MITCHELL-ANSELL, BONNIE	015892	RECONCILED:12/31/2018		275.00
						Vendor total:	\$275.00
156973	W	12/19/2018	MOORE, STEPHANIE GREENWOOD ELEM.	012691	RECONCILED:12/31/2018		151.61
						Vendor total:	\$151.61
156974	W	12/19/2018	MORRIN, SARAH MONAC ELEMENTARY	012787	RECONCILED:12/31/2018		32.52
						Vendor total:	\$32.52
156975	W	12/19/2018	MOTION PICTURE LICENSING CORP.	015843	RECONCILED:12/31/2018		2,155.50
						Vendor total:	\$2,155.50
156976	W	12/19/2018	MR. LIGHTBULB	011760	RECONCILED:12/31/2018		888.40
						Vendor total:	\$888.40
156783	W	12/06/2018	MT BUSINESS TECHNOLOGIES	001656	RECONCILED:12/31/2018		9,575.25
						Vendor total:	\$9,575.25
156784	W	12/06/2018	MUSICAL RESOURCES	003663	RECONCILED:12/31/2018		335.72
156977	W	12/19/2018	MUSICAL RESOURCES	003663	RECONCILED:12/31/2018		75.29
						Vendor total:	\$411.01
156785	W	12/06/2018	MUSIL MOVERS	012613	RECONCILED:12/31/2018		325.00
						Vendor total:	\$325.00
156978	W	12/19/2018	MYERS EQUIPMENT	004724	RECONCILED:12/31/2018		154.19
						Vendor total:	\$154.19
156979	W	12/19/2018	NAGY BUILDING COMPANY LLC	010970	RECONCILED:12/31/2018		50,182.20
						Vendor total:	\$50,182.20
156980	W	12/19/2018	NASCO	000320	RECONCILED:12/31/2018		754.41

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						Vendor total:	\$754.41
156981	W	12/19/2018	NATIONAL ARCHERY SCHOOL PROGRA NASP	015632			1,070.00
						Vendor total:	\$1,070.00
156838	W	12/06/2018	NATIONAL CATHOLIC FORENSIC LEA NCFL/JASON ROBINSON	015080	RECONCILED:12/31/2018		50.00
						Vendor total:	\$50.00
157030	W	12/19/2018	NATIONAL MEDICAL EXCESS LLC	014490	RECONCILED:12/31/2018		49,496.40
						Vendor total:	\$49,496.40
156839	W	12/06/2018	NEFF COMPANY, THE	000321	RECONCILED:12/31/2018		1,515.32
						Vendor total:	\$1,515.32
156908	W	12/12/2018	NICHOLS PAPER & SUPPLY CO.	014828	RECONCILED:12/31/2018		1,118.75
						Vendor total:	\$1,118.75
156982	W	12/19/2018	NORTHERN BUCKEYE EDUC COUNCIL 209 NOLAN PARKWAY	002806	RECONCILED:12/31/2018		10,236.00
						Vendor total:	\$10,236.00
156983	W	12/19/2018	NOVIDEA HEALTHCARE	000563			3,723.75
						Vendor total:	\$3,723.75
156984	W	12/19/2018	NU CENTURY TEXTILE SERVS.	002543	RECONCILED:12/31/2018		45.60
						Vendor total:	\$45.60
156786	W	12/06/2018	O E MEYER COMPANY	012478	RECONCILED:12/31/2018		107.38
						Vendor total:	\$107.38
157031	W	12/19/2018	OFFICE DEPOT, INC.	002424	RECONCILED:12/31/2018		51.38
						Vendor total:	\$51.38
156985	W	12/19/2018	OHIO ASSOCIATION SCHOOL BUSINESS OFFICIALS-(OASBO)	000958			305.00
						Vendor total:	\$305.00
156787	W	12/06/2018	OHIO BCI & I FISCAL SECTION	001427	RECONCILED:12/31/2018		370.00
						Vendor total:	\$370.00
156909	W	12/12/2018	OHIO BUREAU OF EMPLOYMENT SERVICES	000086	RECONCILED:12/31/2018		148.26
						Vendor total:	\$148.26
156725	W	11/30/2018	OHIO SCHOOL BOARDS ASSOC. (OSBA)	000020	VOID: 12/13/2018		305.00
						Vendor total:	\$305.00

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156840	W	12/06/2018	OHIO STATE UNIVERSITY	014019	RECONCILED:12/31/2018		1,150.00
						Vendor total:	\$1,150.00
156867	W	12/12/2018	OHIO STATE UNIVERSITY SCHOTTENSTEIN CNTR-V.C. ARENA	002930			997.00
						Vendor total:	\$997.00
156841	W	12/06/2018	PARAMOUNT HEALTH CARE FOR WIRE USE ONLY	014500	RECONCILED:12/31/2018		164,482.74
156868	W	12/12/2018	PARAMOUNT HEALTH CARE FOR WIRE USE ONLY	014500	RECONCILED:12/31/2018		226,726.80
157032	W	12/19/2018	PARAMOUNT HEALTH CARE FOR WIRE USE ONLY	014500	RECONCILED:12/31/2018		185,962.48
157053	W	12/31/2018	PARAMOUNT HEALTH CARE FOR WIRE USE ONLY	014500	RECONCILED:12/31/2018		161,791.46
						Vendor total:	\$738,963.48
156788	W	12/06/2018	PEPPER, J.W. & SON.	005043	RECONCILED:12/31/2018		312.63
						Vendor total:	\$312.63
156789	W	12/06/2018	PEPSI-COLA BOTTLING	002117	RECONCILED:12/31/2018		2,606.40
156910	W	12/12/2018	PEPSI-COLA BOTTLING	002117	RECONCILED:12/31/2018		1,231.70
						Vendor total:	\$3,838.10
156790	W	12/06/2018	PERRY CORPORATION	010793	RECONCILED:12/31/2018		31.55
						Vendor total:	\$31.55
156791	W	12/06/2018	PETERS, LISA TRANSPORTATION DEPT.	003144	RECONCILED:12/31/2018		44.75
						Vendor total:	\$44.75
156986	W	12/19/2018	PETRAS, GREGORY	015899	RECONCILED:12/31/2018		9.21
						Vendor total:	\$9.21
156911	W	12/12/2018	PHIL LEAK COMPANY	011844	RECONCILED:12/31/2018		2,511.90
						Vendor total:	\$2,511.90
156912	W	12/12/2018	PIASECKI SERVICE INC.	001760	RECONCILED:12/31/2018		83.00
						Vendor total:	\$83.00
156792	W	12/06/2018	PITNEY BOWES INC.	013484	RECONCILED:12/31/2018		1,683.00
						Vendor total:	\$1,683.00
156987	W	12/19/2018	POWER TOOLS SALES & SERVICE TODD STAMMEN	004687	RECONCILED:12/31/2018		2,066.71
						Vendor total:	\$2,066.71

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156913	W	12/12/2018	PREMIER PRODUCE ONE, INC.	015414	RECONCILED:12/31/2018		3,562.05
						Vendor total:	\$3,562.05
156842	W	12/06/2018	PRODIGY MUSIC	002678	RECONCILED:12/31/2018		960.00
						Vendor total:	\$960.00
156988	W	12/19/2018	QUILL OFFICE PROD.& SCHOOL SUPPLIES	010122	RECONCILED:12/31/2018		465.96
						Vendor total:	\$465.96
156675	W	11/28/2018	READING RECOVERY COUNCIL 4F NORTH AMIERCA, INC.	010260	VOID: 12/17/2018		8,590.00
156989	W	12/19/2018	READING RECOVERY COUNCIL 4F NORTH AMIERCA, INC.	010260	RECONCILED:12/31/2018		8,590.00
						Vendor total:	\$17,180.00
156914	W	12/12/2018	RELIANCE OXYGEN & EQUIP.	000089	RECONCILED:12/31/2018		36.00
						Vendor total:	\$36.00
156793	W	12/06/2018	RETTIG MUSIC, INC.	005042	RECONCILED:12/31/2018		502.24
						Vendor total:	\$502.24
157038	B	12/20/2018	RHOADES, JUSTIN WHITMER	003312	RECONCILED:12/31/2018		320.92
						Vendor total:	\$320.92
156990	W	12/19/2018	RICHARDS, MARK	015901	RECONCILED:12/31/2018		82.70
						Vendor total:	\$82.70
156794	W	12/06/2018	RICK OXLEY PROPERTY MAINT. LLC	015377	RECONCILED:12/31/2018		4,375.00
156915	W	12/12/2018	RICK OXLEY PROPERTY MAINT. LLC	015377	RECONCILED:12/31/2018		940.00
						Vendor total:	\$5,315.00
156869	W	12/12/2018	ROBERTS, NATALIE	015894	RECONCILED:12/31/2018		549.50
						Vendor total:	\$549.50
156991	W	12/19/2018	ROCKLER WOODWORKING & HARDWARE ROCKLER COMPANIES, INC.	014775	RECONCILED:12/31/2018		1,247.83
						Vendor total:	\$1,247.83
156795	W	12/06/2018	ROPER, VICTORIA	015542	RECONCILED:12/31/2018		532.99
156992	W	12/19/2018	ROPER, VICTORIA	015542	RECONCILED:12/31/2018		1,087.49
						Vendor total:	\$1,620.48
156796	W	12/06/2018	ROTUNNO, HEATHER SHORELAND	015167	RECONCILED:12/31/2018		590.12
						Vendor total:	\$590.12

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156993	W	12/19/2018	RUPP, CHRISTINE GREENWOOD	001886			275.36
						Vendor total:	\$275.36
156797	W	12/06/2018	RYLEY, ANDERIA	015858	RECONCILED:12/31/2018		2,700.00
						Vendor total:	\$2,700.00
156798	W	12/06/2018	SAFETY COUNCIL OF NORTHWEST OHIO	002393	RECONCILED:12/31/2018		25.00
						Vendor total:	\$25.00
156799	W	12/06/2018	SALLY BEAUTY COMPANY	000069	VOID: 12/07/2018		947.32
						Vendor total:	\$947.32
157039	B	12/20/2018	SAMS, KATHY TRANSPORTATION	014170			25.00
						Vendor total:	\$25.00
156800	W	12/06/2018	SAX ARTS & CRAFTS SCHOOL SPECIALTY, INC.	002681	RECONCILED:12/31/2018		400.03
						Vendor total:	\$400.03
156801	W	12/06/2018	SCHANK, KRISTIN	015835	RECONCILED:12/31/2018		580.29
						Vendor total:	\$580.29
156994	W	12/19/2018	SCHICK-COWELL, BEVERLY	015173	RECONCILED:12/31/2018		37.82
						Vendor total:	\$37.82
156843	W	12/06/2018	SCHOLASTIC BOOK FAIR	002881	RECONCILED:12/31/2018		1,668.95
156916	W	12/12/2018	SCHOLASTIC BOOK FAIR	002881	RECONCILED:12/31/2018		1,027.07
						Vendor total:	\$2,696.02
901663	M	12/28/2018	SCHOOL EMPLOYEES RETIREMENT	900003			153,364.00
						Vendor total:	\$153,364.00
156802	W	12/06/2018	SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO	000606	RECONCILED:12/31/2018		5,352.16
156995	W	12/19/2018	SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO	000606	RECONCILED:12/31/2018		5,471.12
						Vendor total:	\$10,823.28
156803	W	12/06/2018	SCHOOL HEALTH SUPPLY CO.	000232	RECONCILED:12/31/2018		12,872.72
						Vendor total:	\$12,872.72
156917	W	12/12/2018	SHANE, RENEE	015389	RECONCILED:12/31/2018		136.25
						Vendor total:	\$136.25
156996	W	12/19/2018	SHERWIN-WILLIAMS	003543	RECONCILED:12/31/2018		456.27

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							Vendor total:	\$456.27
156997	W	12/19/2018	SIGN LADY, THE INC. SLI CUSTOM SIGNS & APPAREL	012289	RECONCILED:12/31/2018		49.84	
							Vendor total:	\$49.84
156998	W	12/19/2018	SIGNS & SUCH JOSEPH L. GILLEN	001535	RECONCILED:12/31/2018		92.25	
							Vendor total:	\$92.25
156999	W	12/19/2018	SILVERBACK SUPPLY	000062	RECONCILED:12/31/2018		3,714.46	
							Vendor total:	\$3,714.46
156804	W	12/06/2018	SKILLS USA NATIONAL MEMBERSHIP	013033	RECONCILED:12/31/2018		347.00	
156844	W	12/06/2018	SKILLS USA NATIONAL MEMBERSHIP	013033	RECONCILED:12/31/2018		1,805.00	
							Vendor total:	\$2,152.00
156918	W	12/12/2018	SMART SYSTEMS STANDARDIZED FOOD SERVICE	013860	RECONCILED:12/31/2018		3,336.00	
							Vendor total:	\$3,336.00
156805	W	12/06/2018	SMITTY'S AUTOMOTIVE & RV	015663	RECONCILED:12/31/2018		3,380.04	
							Vendor total:	\$3,380.04
157000	W	12/19/2018	SOCIAL STUDIES SCHOOL SERVICE	002026			83.83	
							Vendor total:	\$83.83
156806	W	12/06/2018	SOCIAL THINKING THINK SOCIAL PUBLISHING, INC	015711	RECONCILED:12/31/2018		66.93	
							Vendor total:	\$66.93
157051	W	12/27/2018	SPENGLER NATHANSON	000436			2,016.57	
							Vendor total:	\$2,016.57
157001	W	12/19/2018	SPERLING HEATING & VENTILATING	014697	RECONCILED:12/31/2018		9,313.94	
							Vendor total:	\$9,313.94
156807	W	12/06/2018	SQUIBB, JAMIE CTC	011779	RECONCILED:12/31/2018		987.99	
157002	W	12/19/2018	SQUIBB, JAMIE CTC	011779	RECONCILED:12/31/2018		1,634.13	
							Vendor total:	\$2,622.12
156808	W	12/06/2018	SQUIBB, MATT WHITMER	003650	RECONCILED:12/31/2018		91.65	
							Vendor total:	\$91.65

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156809	W	12/06/2018	ST. VINCENT MERCY HEALTH ATTN: DANIELLE KEARNS	002794			3,083.33
						Vendor total:	\$3,083.33
157003	W	12/19/2018	STADNICZUK, TADEK CTC BLDG.	012375	RECONCILED:12/31/2018		1,385.68
						Vendor total:	\$1,385.68
156919	W	12/12/2018	STAPLES ADVANTAGE	001017	RECONCILED:12/31/2018		1,421.17
						Vendor total:	\$1,421.17
156810	W	12/06/2018	STARTS AUTO PARTS	001948	RECONCILED:12/31/2018		5,153.64
157004	W	12/19/2018	STARTS AUTO PARTS	001948	RECONCILED:12/31/2018		4,786.46
						Vendor total:	\$9,940.10
157005	W	12/19/2018	STATE CHEMICAL MFG. CO.	000078	RECONCILED:12/31/2018		4,737.36
						Vendor total:	\$4,737.36
901662	M	12/28/2018	STATE TEACHERS RETIREMENT	900002			466,610.00
						Vendor total:	\$466,610.00
156811	W	12/06/2018	STATE TEACHERS RETIREMENT SYSTEM	000605	RECONCILED:12/31/2018		18,987.63
157006	W	12/19/2018	STATE TEACHERS RETIREMENT SYSTEM	000605	RECONCILED:12/31/2018		19,027.53
						Vendor total:	\$38,015.16
157007	W	12/19/2018	STRUBLE, JANET	015875			500.00
						Vendor total:	\$500.00
156216	B	10/25/2018	STUDENT FEES REFUND	010891	VOID: 12/20/2018		55.00
157041	B	12/20/2018	STUDENT FEES REFUND	010891	RECONCILED:12/31/2018		55.00
						Vendor total:	\$110.00
156920	W	12/12/2018	SUPERIOR GROUNDCOVER, INC.	015293	RECONCILED:12/31/2018		1,350.00
						Vendor total:	\$1,350.00
156812	W	12/06/2018	SUPERIOR UNIFORM	003024	RECONCILED:12/31/2018		231.66
						Vendor total:	\$231.66
156813	W	12/06/2018	SYSCO FOOD SERVS. OF DETROIT ATTN: BETH ROMANOFF, SALES REP	002980	RECONCILED:12/31/2018		1,746.86
						Vendor total:	\$1,746.86
156921	W	12/12/2018	TANNER SUPPLY COMPANY	005154	RECONCILED:12/31/2018		1,020.00
						Vendor total:	\$1,020.00

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156922	W	12/12/2018	TAS INC.	001655	RECONCILED:12/31/2018		6,420.78
						Vendor total:	\$6,420.78
156923	W	12/12/2018	TEAM SPORTS, INC.	003190	RECONCILED:12/31/2018		219.96
157033	W	12/19/2018	TEAM SPORTS, INC.	003190	RECONCILED:12/31/2018		3,293.16
						Vendor total:	\$3,513.12
156845	W	12/06/2018	TEAM TOLEDO HOCKEY LLC. LEE ECKMAN	015133			2,937.50
						Vendor total:	\$2,937.50
156924	W	12/12/2018	TLC TRANSIT, LLC.	011762	RECONCILED:12/31/2018		10,835.00
						Vendor total:	\$10,835.00
157008	W	12/19/2018	TOLEDO AUTOMATIC DOOR	001552	RECONCILED:12/31/2018		299.05
						Vendor total:	\$299.05
156925	W	12/12/2018	TOLEDO BLADE ACCT. #100472	011279	RECONCILED:12/31/2018		127.68
						Vendor total:	\$127.68
156926	W	12/12/2018	TOLEDO CHAPTER-AMER PAYROLL GINNETTE CLARK	004036	RECONCILED:12/31/2018		328.00
						Vendor total:	\$328.00
156814	W	12/06/2018	TOLEDO EDISON	000010	RECONCILED:12/31/2018		58,823.66
156927	W	12/12/2018	TOLEDO EDISON	000010	RECONCILED:12/31/2018		36.99
157009	W	12/19/2018	TOLEDO EDISON	000010	RECONCILED:12/31/2018		6,134.37
157052	W	12/27/2018	TOLEDO EDISON	000010	RECONCILED:12/31/2018		1,129.94
						Vendor total:	\$66,124.96
156815	W	12/06/2018	TOLEDO MIRROR AND GLASS CO. TOLEDO GLASS LLC	000108			1,665.00
						Vendor total:	\$1,665.00
156816	W	12/06/2018	TOLEDO P.E. SUPPLY CO.	002887	RECONCILED:12/31/2018		571.39
157010	W	12/19/2018	TOLEDO P.E. SUPPLY CO.	002887	RECONCILED:12/31/2018		1,138.72
						Vendor total:	\$1,710.11
156870	W	12/12/2018	TOLLY, BRADLEY WHITMER/CTC BLDG.	010555	RECONCILED:12/31/2018		169.00
						Vendor total:	\$169.00
156817	W	12/06/2018	TORRENCE SOUND EQUIPMENT COMPANY	000111	RECONCILED:12/31/2018		1,538.00

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							Vendor total: \$1,538.00
157011	W	12/19/2018	TOUCHBOARDS ATTN: JONATHAN DOLAN	013991			1,710.00
							Vendor total: \$1,710.00
157012	W	12/19/2018	TOWNSEND, CHARLES JACKMAN/HIAWATHA	014801			205.40
							Vendor total: \$205.40
156928	W	12/12/2018	TPC FOOD SERVICE C/O PATRICK REID	011238	VOID: 12/13/2018		9,130.17
157013	W	12/19/2018	TPC FOOD SERVICE C/O PATRICK REID	011238	RECONCILED:12/31/2018		9,124.67
							Vendor total: \$18,254.84
156929	W	12/12/2018	TREASURER, CITY OF TOLEDO FPB REMITTANCE CITY OF TOLEDO	002654	RECONCILED:12/31/2018		100.00
							Vendor total: \$100.00
156818	W	12/06/2018	TRIAD TECHNOLOGIES	014205	RECONCILED:12/31/2018		92.68
							Vendor total: \$92.68
156846	W	12/06/2018	UNITED FUNDRAISING SCHNEEBERGER, JOSEPH	014597	RECONCILED:12/31/2018		300.00
							Vendor total: \$300.00
157014	W	12/19/2018	UNITY SCHOOL BUS PARTS	010375	RECONCILED:12/31/2018		367.60
							Vendor total: \$367.60
156819	W	12/06/2018	URBANSKI, STEVE	015620	RECONCILED:12/31/2018		199.99
							Vendor total: \$199.99
156820	W	12/06/2018	US TOGETHER, INC.	015653	RECONCILED:12/31/2018		1,547.80
							Vendor total: \$1,547.80
157034	W	12/19/2018	VANTAGE WRESTLING VANTAGE ATHLETIC LLC	015582	RECONCILED:12/31/2018		4,400.00
							Vendor total: \$4,400.00
156930	W	12/12/2018	VISION PERFORMANCE GROUP SOUND SPECIALIST LLC.	015406	RECONCILED:12/31/2018		3,020.00
							Vendor total: \$3,020.00
156858	W	12/11/2018	VISION SERVICE PLAN - (OH)	010004	RECONCILED:12/31/2018		8,018.68
							Vendor total: \$8,018.68
156931	W	12/12/2018	W.W. WILLIAMS	014160	RECONCILED:12/31/2018		947.32
							Vendor total: \$947.32

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901657	M	12/12/2018	WASHINGTON LOCAL DENTAL PREMIUM	950001			56,937.05	
							Vendor total:	\$56,937.05
901658	M	12/17/2018	WASHINGTON LOCAL PARAMOUNT CLAIMS	950003	VOID: 12/17/2018		982,308.06	
901659	M	12/17/2018	WASHINGTON LOCAL PARAMOUNT CLAIMS	950003			981,871.86	
							Vendor total:	\$1,964,179.92
156847	W	12/06/2018	WASHINGTON LOCAL SCHOOLS NUTRITION SERVICES	003023	RECONCILED:12/31/2018		81.50	
							Vendor total:	\$81.50
157015	W	12/19/2018	WEST MUSIC CO.	003264			683.50	
							Vendor total:	\$683.50
156848	W	12/06/2018	WETZEL, MARIE WHITMER	001883	RECONCILED:12/31/2018		207.88	
156871	W	12/12/2018	WETZEL, MARIE WHITMER	001883	RECONCILED:12/31/2018		44.95	
157035	W	12/19/2018	WETZEL, MARIE WHITMER	001883	RECONCILED:12/31/2018		130.00	
157044	W	12/20/2018	WETZEL, MARIE WHITMER	001883	RECONCILED:12/31/2018		454.88	
							Vendor total:	\$837.71
156872	W	12/12/2018	WHITMER BAND & ORCHESTRA BOOST JAMES ST. JULIAN	012980			28.50	
							Vendor total:	\$28.50
156849	W	12/06/2018	WHITMER DIGITAL GRAPHIC DESIGN BRIAN ANDERSON	012800	RECONCILED:12/31/2018		850.00	
							Vendor total:	\$850.00
156850	W	12/06/2018	WHITMER HIGH SCHOOL (419) 473-8490	000030	RECONCILED:12/31/2018		830.00	
156873	W	12/12/2018	WHITMER HIGH SCHOOL (419) 473-8490	000030	RECONCILED:12/31/2018		2,435.00	
157036	W	12/19/2018	WHITMER HIGH SCHOOL (419) 473-8490	000030	RECONCILED:12/31/2018		300.00	
157043	W	12/20/2018	WHITMER HIGH SCHOOL (419) 473-8490	000030	RECONCILED:12/31/2018		835.00	

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							Vendor total:	\$4,400.00
156821	W	12/06/2018	WICHMAN COMPANY	000302	VOID: 12/07/2018		2,983.08	
							Vendor total:	\$2,983.08
156822	W	12/06/2018	WIETRZYKOWSKI, JENNY JEFFERSON	014523	RECONCILED:12/31/2018		67.69	
							Vendor total:	\$67.69
157016	W	12/19/2018	WILHELM, KAREN JACKMAN ELEM.	011923			273.99	
							Vendor total:	\$273.99
156823	W	12/06/2018	WILKINSON FUND RAISING INC. PAT WILKINSON	003063	RECONCILED:12/31/2018		44.00	
156851	W	12/06/2018	WILKINSON FUND RAISING INC. PAT WILKINSON	003063	RECONCILED:12/31/2018		406.50	
							Vendor total:	\$450.50
156852	W	12/06/2018	WISNIEWSKI, KEVIN	015884	RECONCILED:12/31/2018		500.00	
							Vendor total:	\$500.00
157017	W	12/19/2018	WORLD BOOK SCHOOL & LIBRARY	004864	RECONCILED:12/31/2018		1,343.87	
							Vendor total:	\$1,343.87
156853	W	12/06/2018	WOUNDED WARRIOR PROJECT, INC.	015883	RECONCILED:12/31/2018		97.25	
							Vendor total:	\$97.25
156932	W	12/12/2018	XEROX CORP.	013711	RECONCILED:12/31/2018		562.18	
							Vendor total:	\$562.18
156854	W	12/06/2018	YMCA (WEST FAMILY) KATHY LAFOUNTAIN	002724	RECONCILED:12/31/2018		985.50	
							Vendor total:	\$985.50
157037	W	12/19/2018	YOUNG'S SCREENPRINTING BOB NEIDLINGER	013533	RECONCILED:12/31/2018		268.00	
							Vendor total:	\$268.00
156874	W	12/12/2018	ZIEGLER, AARON	015742	RECONCILED:12/31/2018		100.00	
							Vendor total:	\$100.00
V VOIDED CHECKS			11	CHECK TOTALS			1,018,110.66	
R RECONCILED CHECKS			292	CHECK TOTALS			5,627,418.79	

W WARRANT CHECKS			326	CHECK TOTALS			1,636,058.79	
M MEMO CHECKS			7	CHECK TOTALS			2,699,493.45	
B REFUND CHECKS			5	CHECK TOTALS			549.46	
I INVESTMENT CHECKS			0	CHECK TOTALS			0.00	
T TRANSFER CHECKS			0	CHECK TOTALS			0.00	

Date: 01/03/2019
Time: 4:30 pm

Washington Local
SORT BY VENDOR NAME
WASHINGTON LOCAL SCHOOLS
CHECK DATES BETWEEN 12/01/2018 AND 12/31/2018
ALL CHECKS SELECTED

Page: 23
(CHEKPY)

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
D	DISTRIBUTION CHECKS		0	CHECK TOTALS			0.00
C	PAYROLL CHECKS		2	CHECK TOTALS			4,126,004.74
	MISSING CHECKS		0				
**	TOTAL CHECKS (LESS VOIDED)		329	** TOTAL NET			7,443,995.78
***	TOTAL CHECKS WRITTEN		340	*** GRAND TOTALS			8,462,106.44

**WASHINGTON LOCAL SCHOOLS
SUMMARY OF INVESTMENT EARNINGS - FYTD
ALL FUNDS - ALL BANKS**

	GENERAL FUND	P.I.-STADIUM FUND	P.I.-BLDG. FUND	LUNCHROOM FUND	DIANE RUIZ MEMORIAL FUND	EMPLOYEES MEMORIAL FUND	JODI FRANCIS MEMORIAL FUND	TRILBY SPORTSMAN FUND	BISHOP FUND	LAPOINT MEMORIAL FUND	SELF-FUNDED HEALTH FUND	EMP BENEFITS DENTAL FUND	CAPITAL PROJ FUND	AUXILIARY SERVICE FUND	TOTAL
Star Ohio	\$ 208,106.65	2,391.00	34,990.73	0.00	854.91	424.94	214.00	282.54	134.34	74.80	77,293.52	3,792.66	1,514.39	2,828.37	\$ 332,902.85
Star PLUS	\$ 27,851.52														\$ 27,851.52
Fifth/Third	\$ 781.12														\$ 781.12
Huntington*	\$ 50.56														\$ 50.56
PNC Bank	\$ 4,497.09														\$ 4,497.09
Morgan Stanley CD's	\$ 121,755.28														\$ 121,755.28
	\$ 363,042.23	2,391.00	34,990.73	0.00	854.91	424.94	214.00	282.54	134.34	74.80	77,293.52	3,792.66	1,514.39	2,828.37	\$ 487,838.42

**WASHINGTON LOCAL SCHOOLS
SUMMARY OF INVESTMENT EARNINGS POSTED IN DECEMBER 2018
ALL FUNDS - ALL BANKS**

	GENERAL FUND	P.I.-STADIUM FUND	P.I.-BLDG. FUND	LUNCHROOM FUND	DIANE RUIZ MEMORIAL FUND	EMPLOYEES MEMORIAL FUND	JODI FRANCIS MEMORIAL FUND	TRILBY SPORTSMAN FUND	BISHOP FUND	LAPOINT MEMORIAL FUND	SELF-FUNDED HEALTH FUND	EMP BENEFITS DENTAL FUND	CAPITAL PROJ FUND	AUXILIARY SERVICE FUND	TOTAL
Star Ohio	\$ 30,345.58	450.82	6,322.31	0.00	154.08	84.82	38.57	50.92	24.21	13.48	14,791.00	726.31	292.58	591.82	\$ 53,886.50
Star PLUS	\$ 5,052.93														\$ 5,052.93
Fifth Third	\$ 106.98														\$ 106.98
Huntington	\$ 8.52														\$ 8.52
PNC Bank	\$ 334.81														\$ 334.81
UBS Financial CD's	\$ 20,838.89														\$ 20,838.89
	\$ 56,687.71	450.82	6,322.31	0.00	154.08	84.82	38.57	50.92	24.21	13.48	14,791.00	726.31	292.58	591.82	\$ 80,228.63

4. Authorization for Payment of Legal Fees

The Treasurer recommends that the Board of Education approve the following payments of legal fees, as presented:

Bricker & Eckler	November Services	\$3,648.95
Spengler Nathanson	November Services	\$2,692.81

Moved by: _____

Seconded by: _____

Mr. Ilstrup ____ Ms. Canales ____ Mr. Hughes ____ Mr. Hunter ____ Mr. Sharp ____

5. Administrative Services Agreement for Self-Funded Dental Benefit Plan

The Treasurer recommends that the Board of Education approve the remaining two years of a three year agreement for Administrative Services with Delta Dental for the self-funded dental benefit plan, as follows:

1. Year Two: Effective February 1, 2019 through January 31, 2020
 - \$4.03 per employee, per month

2. Year Three: Effective February 1, 2020 through January 31, 2021
 - \$4.28 per employee, per month

**NOTE: Year One was approved on January 18, 2018 at \$3.77 per employee, per month*

Moved by: _____

Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

ADDENDUM

Washington Local Schools
0515-0001, 0099
February 1, 2018

D. Rate(s):

Administrative Service Fee:

February 1, 2018 through January 31, 2019

Composite - \$3.77 per month per Subscriber

February 1, 2019 through January 31, 2020

Composite - \$4.03 per month per Subscriber

February 1, 2020 through January 31, 2021

Composite - \$4.28 per month per Subscriber

This rate is contingent upon the enrollment of a minimum of 80 percent of the eligible members of the defined group and their eligible dependents with 100 percent of the cost paid by the Contractor. In addition to the Administrative Service Fee, Delta Dental shall invoice Contractor for the Cost of Claims for the preceding week every Tuesday. Payment shall be due via Electronic Funds Transfer on or before Friday of that week. Rates do not include any applicable claims taxes.

These rates assume that claims from nonparticipating dentists will be paid using our national out-of-network fee table.

E. Performance Guarantee(s): The following Performance Guarantees have been agreed to by both parties.

In the event this Agreement is terminated by either party before its First Renewal Date, these Performance Guarantees are null and void. These Performance Guarantees will only be tracked, reported, and paid on a calendar-year basis for each full calendar year that this Agreement is in effect. In addition, if Delta Dental's performance meets or exceeds the guaranteed performance for three consecutive years, Delta Dental will have no further liability for tracking, reporting, or refunding administration costs for Performance Guarantees.

The total refund in any calendar year will not exceed 25 percent of Contractor's total annual administration costs. Total annual administration costs equal the annual exposure multiplied by the per Subscriber administration cost, excluding commissions, if payable.

1. Turnaround Time Guarantee

Delta Dental guarantees to process 85 percent of all dental claims for all Contractors within ten business days (measured from the date a completed claim is received to the date it is adjudicated in the claim system or denied).

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent below the 85 percent goal.

2. No Balance Billing Guarantee

When Dentists sign contracts to participate with Delta Dental, they agree to accept Delta Dental's determination of payment as the full fee for covered services. If a Participating Dentist's Submitted Fee is higher than the amount that Delta Dental's approves, they agree not to charge the difference to Subscribers (or "balance bill" Subscribers). Delta Dental guarantees Subscribers will never have to pay that difference.

If a Subscriber is balance billed by a Participating Dentist, Delta Dental guarantees to investigate each occurrence and, when appropriate, to make the Subscriber whole.

3. Treatment Cost Savings Guarantee

Delta Dental guarantees that the Contractor's annual savings from the sum of the Delta Difference and Contract Savings, as reported on the Contractor's annual Treatment Savings report, will exceed 150 percent of the Contractor's total annual administration costs.

6. Establish Scholarship Fund: Paul R. Schlegel

The Treasurer recommends that the Board of Education establish the Paul R. Schlegel Scholarship Fund, as follows:

A \$5,000 scholarship will be awarded annually to one (1) qualifying student who will enroll and attend The University of Toledo, Lourdes University, Owens Community College, or Bowling Green State University, and agree to live at home while attending school. The scholarship (s) will be a one-time payment and not renewable. After the client's death it is presently anticipated that the scholarship would increase to \$6,000 per year for 3 additional students; four (4) scholarships of \$6,000 each.

The determination and stipulations of the qualifying students will be in the sole discretion of the Washington Local Schools Scholarship Committee.

Moved by: _____

Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

WASHINGTON LOCAL SCHOOLS

Nicholas J. Cron
PNC Building, 8th Floor
405 Madison Avenue
Toledo, Ohio 43604-1243

Re: Paul R. Schlegel - Scholarship

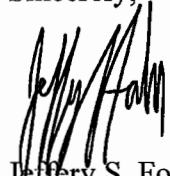
Mr. Cron:

The Washington Local School District and Whitmer High School are extremely grateful for the generous donation your client, Mr. Paul Schlegel, will be making to our Scholarship Fund this year. As you know, this donation, as well as any future donations will be tax deductible. Upon receipt of the check and acceptance by the board of Education, my office will send a receipt to you as well as letter recognizing the donation to our district.

I have discussed with Mrs. Kristine Martin, Whitmer Principal the conditions of the scholarship. The conditions of the scholarship that allows the Whitmer Principal discretion to identify one student recipient per year under the criteria determined is very reasonable and similar to other student scholarships that we award. We also understand the scholarship awardee will need to enroll and attend The University of Toledo, Lourdes College, Owens Community College or Bowling Green State University and live at home while attending school.

If you have any questions, please do not hesitate to contact me directly at (419) 473-8223.

Sincerely,



Jeffery S. Fouke
Treasurer

cc: Thomas Ilstrup, Board President
Susan Hayward, Superintendent
Kristine Martin, Whitmer High School Principal

"Where educating kids is our business"

7. Establish Scholarship Fund: Whitmer High School

The Treasurer recommends that the Board of Education establish the Whitmer High School Scholarship Fund, as follows:

Scholarship will be awarded to various qualifying students based upon stipulations of the miscellaneous scholarship donors.

The determination and stipulations of the qualifying students will be in the sole discretion of the Washington Local Schools Scholarship Committee.

Moved by: _____

Seconded by: _____

Mr. Ilstrup ____ Ms. Canales ____ Mr. Hughes ____ Mr. Hunter ____ Mr. Sharp ____

8. Gifts and Donations

The Superintendent recommends that the Board of Education accept the gifts and donations, as presented:

A. Nisource Charitable Foundation

P.O. Box 30130
College Station, TX 77842

- This donation of \$500 is for Whitmer Wrestling. This is in care of Columbia Gas and their employee, Michael Derr, for those who went the extra mile and volunteered in the community.

B. Goodwill Industries of Northwest Ohio

1120 Madison Avenue
Toledo, OH 43604

- Donation of \$250 to Whitmer High School for the PBIS.

C. Matthew Berman

Whitmer Social Studies Teacher
4128 Bowen Road
Toledo, OH 43613

- Donation of \$100 given to Whitmer High School for the Social Studies Scholarship.

Moved by: _____

Seconded by: _____

Mr. Ilstrup ____ Ms. Canales ____ Mr. Hughes ____ Mr. Hunter ____ Mr. Sharp ____



WHITMER HIGH SCHOOL

5601 Clegg Drive

Toledo, OH 43613

www.wls4kids.org/whs

To: Dr. Susan Hayward

From: Kristine Martin

Date: 1/7/19

Re: Donation

Please accept the donation of \$250 from Goodwill Industries of Northwest Ohio. Whitmer High School participated in the Pass It On Challenge. This donation was given to Whitmer High School for the PBIS.

Please call with any questions or concerns. Thank you.

Kristine Martin

Principal

KMartin@wls4kids.org

Cassie Studnicha-Kusic

Associate Principal

Counseling Center

CStudnic@wls4kids.org

Jenny Wietrzykowski

Associate Principal

Assistance & Resource

JWietrzykowski@wls4kids.org

Tom Snook

Associate Principal

Athletics and Facilities

TSnook@wls4kids.org

Debra Heban

Career and Technology

Center Director

DHeban@wls4kids.org



Goodwill Industries of Northwest Ohio, Inc.

1120 Madison Ave., Toledo, Ohio 43604
www.goodwillnwohio.com
www.shopgoodwill.com
www.twitter.com/goodwillnow

Phone 419-255-0070
FAX 419-255-8152

In the Business of Changing Lives since 1933.



December 31, 2018

Dear Kristie and Whitmer High School,

On behalf of Goodwill Industries of Northwest Ohio, Inc. thank you for participating in the 2018 Pass It On Challenge. We had a record breaking season, collecting an astounding 162,000 lbs of donations! The donations collected from your community stay local and the sales of this merchandise helps support job and life skills training for people throughout Northwest Ohio with disabilities and other barriers to employment.

This year we celebrated 85 years of transforming lives through the *Power of Work*. We will proudly serve over 3,000 people with our workforce development programs by opening two Job Connection Centers and by offering a wider variety of job skills training.

Enclosed, you will find your schools' check and certificate of recognition. The continued support of your community allows us to expand our community service to those who need our help the most.

Thank you,
I look forward to working with you and your school in the future.

Casey Beckman
Communication Manager
Goodwill Industries of Northwest Ohio, Inc.

"The Goodwill Way: Not Charity, But a Chance"--Edgar J. Helms, Founder Goodwill Industries





WHITMER HIGH SCHOOL

5601 Clegg Drive

Toledo, OH 43613

www.wls4kids.org/whs

To: Dr. Susan Hayward

From: Kristine Martin

Handwritten initials 'KM' inside a hand-drawn circle.

Date: 1/4/19

Re: Donation

Please accept the donation of \$100 from Matthew Berman. He participated in a textbook review and received \$100. This donation was given to Whitmer High School for the Social Studies Scholarship.

Please call with any questions or concerns. Thank you.

Kristine Martin

Principal

KMartin@wls4kids.org

Cassie Studnicha-Kusic

Associate Principal

Counseling Center

CStudnic@wls4kids.org

Jenny Wietrzykowski

Associate Principal

Assistance & Resource

JWietrzykowski@wls4kids.org

Tom Snook

Associate Principal

Athletics and Facilities

TSnook@wls4kids.org

Debra Heban

Career and Technology

Center Director

DHeban@wls4kids.org

9. Purchases Over \$25,000

Washington Local Schools Policy 6320—Purchases Limitations

All purchases (purchase order/contract) except utilities and emergency purchases, that are within the amount contained in the appropriation and were originally contemplated in the budgeting process may be made upon authorization of the Treasurer unless the contemplated purchase is for more than \$25,000, in which case prior approval is required from the Board of Education.

The Treasurer is authorized to adjust appropriations within a fund in order to make necessary purchases and shall report such modifications at the following regular Board meeting.

The Treasurer is authorized to make emergency purchases, without prior adjustment, or Board approval of those goods and/or services needed to keep the schools in operation. Emergency purchases that exceed \$25,000 will be submitted for approval at the next Board meeting.

Per Policy 6320, the Superintendent recommends that the Board of Education approve the following requests:

Guardian Alarm

Request from Jay Merritt,

2019 Maintenance Agreement.....\$46,591.56

2019 District Alarm Monitoring.....\$42,944.04

Total.....\$89,535.60

Moved by: _____

Seconded by: _____

Mr. Ilstrup ____ Ms. Canales ____ Mr. Hughes ____ Mr. Hunter ____ Mr. Sharp ____



washington local schools

individual attention. infinite opportunities.

Maintenance/Facilities
5201 Douglas Road
Toledo, OH 43613
Telephone 419-473-8440
FAX 419-473-8259

To: Susan Hayward

From: Jay Merritt 

Date: December 18, 2018

Guardian Alarm provides maintenance, testing and servicing for all of Washington Local Schools cameras, dvrs, door entrance monitoring systems and monitors. Under this maintenance agreement all service calls, repairs, parts and replacement of any equipment is covered at 100%. This contract covers over 800 pieces of equipment and 27 buildings.

We continue to receive excellent service from Guardian Alarm therefore; I am recommending that the maintenance agreement for the 2019 calendar year be approved for the amount of \$46,591.56.

Additionally, I am recommending that Washington Local Schools continue to contract with Guardian Alarm in the amount of \$42,944.04 for all district alarm monitoring. Burglar and fire alarms are monitored and tested 365 days, 24 hours a day.

JM/emh

10. Community Transit Services

The Superintendent recommends that the Board of Education approve additional funds for Community Transit Services, as presented:

Community Transit Services (CTS)

Request from Rebecca Fuller, Director of Transportation
Supplemental Specialized Pupil Transportation Services
Additional Funds Amount.....\$25,000

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____



January 9, 2019

Dr. Hayward,

I'm requesting \$25,000.00 in additional funds for Community Transit Services (CTS).

A contract was signed by Loren Johnson in August 2018 and a purchase order was done for \$50,000.00. No additional bids will be sought for this service. Due to the additional students requiring special transportation added by student services for specialized education, increased homeless students in the district, and students placed in foster care the original purchase order will not cover the cost. The lack of sufficient funds at this time is a result of several factors beyond my control. Please feel free to contact me if you have any questions.

Thank You!

Rebecca Fuller
Director of Transportation

11. Board of Education Bylaws and Policies

The Superintendent recommends that the Board of Education hold first reading on the Board policies, as presented:

- A. Bylaw 0131 – Legislative – REVISED
- B. Bylaw 0141.2 – Conflict of Interest – REVISED
- C. Bylaw 0164 – Notice of Meetings – REVISED
- D. Bylaw 0165.1 – Regular Meetings - REVISED
- E. Bylaw 0165.2 – Special Meetings - REVISED
- F. Bylaw 0165.3 – Recess/Adjournment – REVISED
- G. Bylaw 0166 – Executive Session – REVISED
- H. Bylaw 0168 – Minutes - REVISED
- I. Bylaw 0169.1 – Public Participation at Board Meetings - REVISED
- J. Policy 1240.01 – Non-Reemployment of the Superintendent - REVISED
- K. Policy 1541/3140/4140 – Termination and Resignation - REVISED
- L. Policy 1422/3122/4122 – Nondiscrimination and Equal Employment Opportunity – REVISED
- M. Policy 1662/3362/4362 – Anti-Harassment - REVISED
- N. Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity - REVISED
- O. Policy 5517 – Anti-Harassment - REVISED
- P. Policy 2111 – Parent and Family Engagement - REVISED
- Q. Policy 2261 – Title I Services (Local Only) – REVISED
- R. Policy 2261.01 – Parent and Family Member Participation in Title I Programs (Local Only) – REVISED
- S. Policy 2261.03 – District and School Report Card – (Local Only) – NEW
- T. Policy 4162 – Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions – REVISED
- U. Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students – REVISED
- V. Policy 5610.02 – In-School Discipline – REVISED
- W. Policy 5610.03 – Emergency Removal of Students – REVISED
- X. Policy 5611 – Due Process Rights – REVISED
- Y. Policy 6325 – Procurement – Federal Grants/Funds – REVISED
- Z. Policy 8141 – Mandatory Reporting of Misconduct by Licensed Employees – REVISED
- AA. Policy 8403 – School Resource Officer – NEW
- BB. Policy 5200 – Attendance – REVISED
- CC. Policy 5460 – Graduation Requirements – REVISED
- DD. Policy 5500 – Student Code of Conduct - REVISED

Motion to waive first reading:

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

RECOMMENDATION IF FIRST READING IS WAIVED:

The Superintendent recommends that the Board approve the Board of Education policies, as presented:

- A. Bylaw 0131 – Legislative – REVISED
- B. Bylaw 0141.2 – Conflict of Interest – REVISED
- C. Bylaw 0164 – Notice of Meetings – REVISED
- D. Bylaw 0165.1 – Regular Meetings - REVISED
- E. Bylaw 0165.2 – Special Meetings - REVISED
- F. Bylaw 0165.3 – Recess/Adjournment – REVISED
- G. Bylaw 0166 – Executive Session – REVISED
- H. Bylaw 0168 – Minutes - REVISED
- I. Bylaw 0169.1 – Public Participation at Board Meetings - REVISED
- J. Policy 1240.01 – Non-Reemployment of the Superintendent - REVISED
- K. Policy 1541/3140/4140 – Termination and Resignation - REVISED
- L. Policy 1422/3122/4122 – Nondiscrimination and Equal Employment Opportunity – REVISED
- M. Policy 1662/3362/4362 – Anti-Harassment - REVISED
- N. Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity - REVISED
- O. Policy 5517 – Anti-Harassment - REVISED
- P. Policy 2111 – Parent and Family Engagement - REVISED
- Q. Policy 2261 – Title I Services (Local Only) – REVISED
- R. Policy 2261.01 – Parent and Family Member Participation in Title I Programs (Local Only) – REVISED
- S. Policy 2261.03 – District and School Report Card – (Local Only) – NEW
- T. Policy 4162 – Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions – REVISED
- U. Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students – REVISED
- V. Policy 5610.02 – In-School Discipline – REVISED
- W. Policy 5610.03 – Emergency Removal of Students – REVISED
- X. Policy 5611 – Due Process Rights – REVISED
- Y. Policy 6325 – Procurement – Federal Grants/Funds – REVISED
- Z. Policy 8141 – Mandatory Reporting of Misconduct by Licensed Employees – REVISED
- AA. Policy 8403 – School Resource Officer – NEW
- BB. Policy 5200 – Attendance – REVISED
- CC. Policy 5460 – Graduation Requirements – REVISED
- DD. Policy 5500 – Student Code of Conduct - REVISED

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

TO: Dr. Susan Hayward
FROM: Laura Berryman
DATE: January 3, 2018
RE: Policy Recommendations

BYLAWS AND POLICIES

Bylaw 0131 – Legislative (Revised)

Language has been added to this bylaw adding the expectation that Board members are covered by the Board's policies.

This revision is recommended but not required.

Bylaw 0141.2 - Conflict of Interest (Revised)

Some additional provisions of the Ohio Ethics Law have been added to this bylaw based on recent conflicts that have been publicized in Ohio districts. The recommended changes provide a more complete picture of Ohio's Ethics laws applicable to public officials.

Revisions to this bylaw are strongly recommended for adoption.

Bylaw 0164 - Notice of Meetings (Revised)

Bylaw 0165.1 - Regular Meetings (Revised)

Bylaw 0165.2 - Special Meetings (Revised)

Emergency meetings were added to the bylaw, along with an addition regarding notice of a special meeting.

Bylaw 0165.3 - Recess/Adjournment (Revised)

This Bylaw was revised to include how recess and adjournment is subject to Ohio's public records law regarding notice of public meetings.

These bylaws have been revised in an attempt to clarify language and practices that have been questioned by client districts during the recent past. Since in almost all cases, the District's web page has become a primary notification site, it has been incorporated

into the notice procedures as the default rather than an option. In some instances, language from statute has been added to provide specific direction.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

Bylaw 0166 - Executive Session (Revised)

This Bylaw was revised to include statutory language and specifically the audit meeting exempt from the Sunshine Law.

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

Bylaw 0168 – Minutes (Revised)

This revision adds statutory language regarding preparation and filing of the minutes and a revision to expand the type of recordings that are made.

This revision is recommended for adoption.

Bylaw 0169.1 - Public Participation at Board Meetings (Revised)

This Bylaw has been revised to reflect current case law on public participation and a drafting note has been provided for one of the options to explain how the option operates in practice. An addition was made to the presiding officer's rights to run the meeting without disruption.

This revision is recommended for adoption.

Policy 1240.01 - Non-Reemployment of the Superintendent (Revised)

Policy 1541/3140/4140 – Termination and Resignation (Revised)

These policies have been revised to include language that emphasizes the requirement for employees to have and maintain a current license for their position of employment. Although required for employment, recent situations have occurred, resulting in findings for recovery being issued in Ohio districts.

These revisions are strongly recommended for adoption.

Policy 1422/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)

Policy 1662/3362/4362 - Anti-Harassment (Revised)

Policy 2260 Nondiscrimination and Access to Equal Educational Opportunity (Revised)

Policy 5517 - Anti-Harassment (Revised)

Revisions to these policies include a section addressing the District's responsibility to maintain investigatory records acquired or created during processes of investigation and review of complaints and/or allegations of discrimination or harassment. Such records have been routinely required by the U.S. Department of Education's Office for Civil Rights (OCR) during their review of such cases.

These revisions are strongly recommended for adoption.

Policy 2111 - Parent and Family Engagement (Revised)

Policy 2261 - Title I Services (Local Only) (Revised)

Policy 2261.01 – Parent and Family Member Participation in Title I Programs (Local Only) (Revised)

Policy 2261.03 - District and School Report Card (Local Only)(New)

Revisions to these policies reflect requirements of the Every Student Succeeds Act (ESSA) amendments to the Elementary and Secondary Education Act and components of the State's plan for implementing these provisions. Revisions include definitions and focus on parent and family engagement, attention to supplement vs. supplant requirements, data collection and reporting requirements.

These revisions are strongly recommended for adoption.

Policy 4162 – Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions (Revised)

This policy has been revised to reflect the latest rule changes by the U.S. Department of Transportation (DOT). These revisions have been cited in recent DOT audits of districts in several regions.

This revision reflects the current state of Federal regulations and should be adopted to maintain accurate policies.

Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion

of Students (Revised)

Policy 5610.02 – In-School Discipline (Revised)

Policy 5610.03 – Emergency Removal of Students (Revised)

Policy 5611 – Due Process Rights (Revised)

These revisions are required by HB 318. More policy changes will be necessary moving forward based on the prospective restrictions to student disciplinary measures enacted in this legislation. Future updates will provide policy revisions and guidance on those changes.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

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

These revisions are in response to the issuance of Memorandum M-18-18 by the U.S. Office of Management and Budget raising the financial thresholds in several categories of procurement utilizing Federal funds. Be sure that established thresholds are consistent with those established in Policy 6320 and State law.

This revised policy is strongly recommended for adoption together with revisions to Policy 6320.

Policy 8141 - Mandatory Reporting of Misconduct by Licensed Employees (Revised)

Certain individuals who are assigned to perform duties in any of eight pupil services areas must hold dual licenses issued by both the Ohio Department of Education (“ODE”) and a separate professional board under state law. The eight areas include a school audiologist, school social worker, school speech language pathologist, school nurse, occupational therapist, occupational therapist assistant, physical therapist, and physical therapist assistant. Dual licensed employees must adhere to all licensure requirements of both ODE and the separate state professional board, including rules of professional conduct, in order to maintain appropriate licensure to remain eligible to practice in a school setting.

Under R.C. 4723.34, a school district is required to submit a report to the nursing board when the conduct involves a school nurse. This requirement is in addition to a district’s obligation to submit a report of possible misconduct to ODE under the Licensure Code of Professional Conduct for Educators. Note that a district is also required to submit a misconduct report to the nursing board for any employee who is issued a license or

permit by the nursing board even if the individual's position does not require a license from ODE. Because pupil services personnel are also licensed by two state boards, a school district should consistently submit a report of possible misconduct to both ODE and the other applicable board for investigation.

This revision is strongly recommended for adoption.

Policy 8403 - School Resource Officer (New)

This new policy is offered as an option based on provisions of H.B. 318. It provides some qualification and structure to the role of school resource official and cites considerations for contractual services with any local law enforcement agency. A "Model" Memorandum of Understanding for such contracts is provided by the Ohio Department of Education.

Policy 5200 – Attendance (Revised)

The revisions to this policy reflect the correction of three spelling errors.

Policy 5460 – Graduation Requirements (Revised)

The revision to this policy makes a correction to the graduation requirements. This change reflects less opportunities for students to earn credits based on the schedule change from blocks to periods for the class of 2020 and beyond.

Policy 5500 – Student Code of Conduct (Revised)

This revision reflects changes required by HB 318 that allows students who are suspended out- of-school to complete missed work.



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of LEGISLATIVE
Number	po0131
Status	
Adopted	July 27, 2005

0131 - **LEGISLATIVE**

The Board of Education shall make rules and regulations as necessary for its governance and the governance of employees, students, grounds or premises by adopting bylaws and policies for the organization and operation of this Board and this District and shall be bound to follow such bylaws and policies.

Those bylaws and policies which are not dictated by the statutes or rules of the State Board of Education or ordered by the Superintendent of Public Instruction, or a court of competent authority may be adopted, amended, and repealed at any meeting of the Board, provided the proposed adoption, amendment, or repeal shall have been proposed at a previous Board meeting and, once proposed, shall have remained on the agenda of each succeeding Board meeting until approved or rejected except that the Board may, upon a vote and where compelling reasons exist, cause to suspend at any time the operation of a bylaw or policy herein contained, provided the suspension does not conflict with law, and such suspension shall terminate at the next meeting of the Board or at such earlier time as is specified in the motion to suspend.

These bylaws and policies may be adopted or amended at a single meeting of the Board in an emergency. An emergency shall be defined for purposes of this rule as any situation or set of circumstances which the Board has reason to believe will close the schools or jeopardize the safety or welfare of the students or employees of the District.

Bylaws shall be adopted, amended, repealed, or suspended by (an affirmative vote of four (4) members) (a 4/5's vote of the full Board). Policies shall be adopted, amended, or repealed by (an affirmative vote of three (3) members) (a majority vote of the full Board).

The adoption, modification, repeal, or suspension of a Board bylaw or policy shall be recorded in the minutes of the Board. All bylaws and policies shall be printed in the Board policy manual. Any policy or part of a policy that is superseded by a term in a negotiated agreement shall no longer be in force and effect as a policy.

The Board may adopt, amend, or repeal rules of order for its own operation by simple resolution of the Board passed by a majority of those present and voting.

Legal	R.C. 3313.20
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Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of CONFLICT OF INTEREST
Number	po0141.2
Status	
Adopted	July 27, 2005

0141.2 - CONFLICT OF INTEREST

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

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

Among the conflicts which law specifically forbids:

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

- K. a Board member from authorizing or using the authority or influence of office to secure authorization of a public contract in which the Board member, a member of his/her family, or any of his/her business associates has an interest;
- L. a Board member from authorizing or using the authority or influence of office to secure the investment of public funds in any share, bond, mortgage or other security in which the Board member, any member of his/her family, or any of his/her business associates have an interest, or receives any brokerage, origination or servicing fees, or is an underwriter;
- M. a Board member from having an interest in the profits or benefits of a public contract entered into by the District with which s/he is connected;
- N. a Board member from using the authority or influence of office to secure anything of value or the promise of anything of value to the Board member, from soliciting or accepting anything of value that is of such a character as to manifest an improper and substantial influence upon the Board member with respect to his/her duties.

Board members shall not accept any form of compensation from vendors that might influence decisions on the eventual purchase of equipment, supplies, or services. Furthermore, Board members shall not accept any form of compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from a vendor. In addition, Board members shall not enter into a contractual arrangement with a vendor seeking to do business with the District, or a vendor with whom the District is doing business, whereby an individual Board member receives compensation in any form for services rendered. Such compensation or things of value are ~~includes, but is~~ not limited to, cash, check, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member receives such compensation, the Board member shall immediately notify the Treasurer, in writing, that s/he received such compensation and shall thereafter promptly transmit such compensation to the Treasurer.

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

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

Legal R.C. 102.03(D)(E)(F), 2921.42(A)(3), 2921.44(D-F)
R.C. 2921.02, 3313.13, 3313.33, 3313.70, 3319.21

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

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of NOTICE OF MEETINGS
Number	po0164
Status	
Adopted	July 27, 2005
Last Revised	May 21, 2014

0164 - NOTICE OF MEETINGS

- A. A schedule of the time and place of each regular meeting(s) shall be posted annually on the District website, and submitted to the newspaper for publication.
- B. Notice of the time, place, and purpose of each special meeting shall be given to the news media twenty-four (24) hours in advance of the meeting, except that when an emergency requires the immediate official action of the Board, the member(s) calling the meeting shall immediately notify the media requesting such notice of the time, place, and purpose of the meeting and shall post the notice on the District's website. ~~R.C. 121.22~~
- C. Notice of meetings at which ~~any~~the specific type of public business is to be discussed shall be sent to all persons requesting in writing such notice, provided that such persons supply the Board with stamped, addressed envelopes for the purpose.
- D. The Treasurer shall notify all Board members of each Board meeting no later than two (2) days in advance of the meeting. Such notice shall include the time, place, and purpose of the meeting.
- E. Posting such meeting material to the District's website shall establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings and the time, place, and purpose of all special meetings.

Revised 11/20/13

Legal R.C. 3313.16

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of REGULAR MEETINGS
Number	po0165.1
Status	
Adopted	July 27, 2005

0165.1 - REGULAR MEETINGS

Regular meetings of the Board shall be public and held at least once every two (2) months. The time of such meeting shall be fixed at the organization meeting.

- A. It shall be the responsibility of the Superintendent, in cooperation with the Board President, to prepare an agenda of the items of business to come before the Board at each regular meeting.
- B. The agenda of the regular monthly meeting or special meetings shall be accompanied by a report from the Superintendent on information relating to the District with such recommendations as shall be made.

Each agenda shall contain the following statement:

"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. There is a time for public participation during the meeting as indicated in the agenda.

- C. The meeting agenda shall be mailed or delivered so as to provide proper time for the Board members to study the agenda, generally, no later than two (2) days prior to the meeting. Generally, the agenda for a special meeting shall be delivered at least twenty-four (24) hours before the meeting, consistent with provisions calling for special meetings.
- D. The Board shall transact business according to the agenda prepared by the Superintendent and submitted to all Board members in advance of the meeting. The order of business may be altered and items added at any regular meeting by a majority vote of the members present.
- E. Consent Agenda

The Board shall use a consent agenda to keep routine matters within a reasonable time frame.

The following routine business items may be included in a single resolution for consideration by the Board:

1. minutes of prior meetings
2. bills for payment
3. hiring of personnel
4. resolutions that require annual adoption, such as bank signatories, association ~~Ohio High School Athletic Association~~ membership(s), etc.
5. resignations and leaves

A member of the Board may request any item be removed from the consent resolution. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause it to be relocated as an action item eligible for discussion.

Legal

R.C. 121.22, 3313.15

Last Modified by Kevin Brinkman on November 12, 2018



Book Policy Manual

Section Policies Adopted by the Board 37-1

Title Copy of SPECIAL MEETINGS

Number po0165.2

Status

Adopted July 27, 2005

0165.2 - SPECIAL MEETINGS

Special meetings of the Board shall be public.

- A. Special meetings which include emergency meetings, shall be called by the President or the Treasurer or by two (2) members of the Board by serving a written notice of the time, place, and purpose of such meeting upon each Board member at least two (2) days in advance of the meeting. The notice shall be signed by the official or members calling the meeting.
- B. The agenda for a special meeting, is limited to the purpose(s) set forth in the public notice that is provided at least twenty-four (24) hours in advance of the meeting. At the special meeting, the Board may only discuss those issues set forth on the agenda, whether in open session or executive session. The agenda as presented shall be followed unless altered by the presiding officer or a majority of those present and voting.
- C. (.) Emergency meetings are a subset of special meetings of the Board, and may be called by the President, Treasurer, or by two (2) members of the Board. Notice of the time, place, and purpose(s) of an emergency meeting will be given immediately to Board members and to the news media that have requested notification. The agenda for an emergency meeting is confined to the announced purpose(s) of the meeting.

Legal R.C. 3313.26
R.C. 121.22

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of RECESS
Number	po0165.3
Status	
Adopted	July 27, 2005

0165.3 - **RECESS/ADJOURNMENT**

The Board may at any time recess or adjourn to an adjourned meeting at a specified date and place. The adjourned meeting shall take up its business at the point in the agenda where the motion to adjourn was acted upon. Due to State public meeting notice requirements, notice of a new meeting is required where a meeting is ended by adjournment. Meetings may not be recessed from day to day but may be recessed for a period of time on a day scheduled for a regular or special meeting.

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of EXECUTIVE SESSIONS
Number	po0166
Status	
Adopted	July 27, 2005
Last Revised	June 30, 2014

0166 - EXECUTIVE SESSIONS

The Board and its committees and subcommittees reserves the right to enter into ~~meet privately in~~ executive session solely to discuss one (1) or more of the following issues that are exempted from public sessions:

- A. consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official
- B. investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official, licensee, or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session
- C. consideration of the purchase of property for public purposes, or sale or other disposition of unneeded, obsolete, unfit-for-use ~~of~~ property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest
- D. discussion, with the Board's legal counsel, of disputes involving the Board that are the subject of pending or imminent court action
- E. preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of employment
- F. matters required to be confidential by Federal law or regulations or State statutes
- G. specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security
- H. consideration of confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:
 1. the information is directly related to a request for economic development assistance that is to be provided or administered under one of the statutes referenced in R.C. 121.22(G)(8)(1), or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, and
 2. an unanimous quorum of the Board or its subcommittee determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of MINUTES
Number	po0168
Status	
Adopted	July 27, 2005

0168 - MINUTES

The Treasurer shall keep reasonably comprehensive minutes of all its meetings showing the time and place, the members present, the subjects considered, a summary of the deliberations sufficient enough for the public to understand the basis for the Board's actions, the actions taken, the vote of each member on roll-call votes, and any other information required to be shown in the minutes by law, which shall be promptly prepared, filed, and available to the public. Minutes of executive sessions shall reflect the general subject matter of discussions.

The Treasurer shall provide each Board member with a copy of the minutes of the last meeting no later than two (2) days before the next regular meeting.

~~Tape~~ Recordings may be made of each meeting of the Board as an administrative aid and shall be preserved as public documents of the Board. The ~~tape~~ recordings shall also be referred to in the written minutes.

The minutes of Board meetings shall be considered at the next succeeding meeting where they shall be read (unless waived ~~by law~~), corrected (if necessary), and approved. The approved minutes shall be signed by the Treasurer and the President.

The approved minutes shall be filed in the Treasurer's office in a prescribed minute book as a permanent record of official Board proceedings.

Legal	R.C. 149.43, 3313.26
	R.C. 121.22

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of PUBLIC PARTICIPATION AT BOARD MEETINGS
Number	po0169.1
Status	
Adopted	July 27, 2005

0169.1 - PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board of Education recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest. The Board offers public participation to members of the public in accordance with the procedures below. The Board applies these procedures to all speakers, and does not discriminate based on the identity of the speaker, content of the speech, or viewpoint of the speaker.

In order to permit the fair and orderly expression of such comment, the Board may provide a period for public participation at regular meeting of the Board and publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation may be permitted as indicated on the agenda.
- B. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- C. Each statement made by a participant shall be limited to three (3) minutes duration, unless extended by the presiding officer.
- D. No participant may speak more than once on the same topic.
- E. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- F. AudioTape or video recordings are permitted, providing the person operating the recorder has contacted the Superintendent prior to the Board meeting to review possible placement of the equipment, and agrees to abide by the following conditions:
 1. No obstructions are created between the Board and the audience.
 2. No interviews are conducted in the meeting room while the Board is in session.
 3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.
- G. The presiding officer may:
 1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, ~~personally directed~~, abusive, obscene, or irrelevant;

2. request any individual to leave the meeting when that person does not observe reasonable decorum or is disruptive to the conduct of the meeting;
3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
5. waive these rules with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business..

H. The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes unless extended by a vote of the Board.

Legal

R.C. 3313.20

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of NON-REEMPLOYMENT OF THE SUPERINTENDENT
Number	po1240.01
Status	
Adopted	July 27, 2005

1240.01 - **NON-REEMPLOYMENT OF THE SUPERINTENDENT**

The Board of Education has an obligation to the citizens of this District to employ the professional leadership best trained and equipped to meet the educational needs of the students. It shall meet that obligation by retaining the best-qualified person as Superintendent of Schools.

If the services of the Superintendent are found to be unsatisfactory to the Board, s/he shall be notified by the Board President and given an opportunity to correct the conditions.

If his/her services continue to be unsatisfactory, the Superintendent shall be notified in writing by the Board President, as approved by the Board. Notification of its intent not to reemploy his/her services shall be given in accordance with the Superintendent's contract and O.R.C.

If the Superintendent fails to maintain required licensure throughout the term of employment, s/he will be immediately suspended without pay and such failure is grounds for termination.

Reporting Professional Misconduct

Consistent with Policy 8141 and State law, the Board will file a report to the Ohio Department of Education, on forms provided for that purpose, matters of professional misconduct on the part of the Superintendent, as a licensed professional, including a conviction of the Superintendent of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not the Superintendent has committed an act or offense for which the Board is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the Superintendent. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting the Superintendent's license, the report(s) of any investigation will be moved to a separate public file.

Legal R.C. 3319.01, 3319.16

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Number	po1422
Status	

1422 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

District Compliance Officers

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

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

Assistant Superintendent

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

Director of Human Resources

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the staff handbooks.
- B. in the School District Annual Report to the public.

- C. on the School District's web site.
- D. on each individual school's web site.
- E. in the School District's calendar.
- F. ~~_____~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO ~~() at his/her first convenience ()~~ within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

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

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

Investigation and Complaint Procedure (See Form 1422 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

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

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop quickly inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

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

The School District's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate his/her concerns to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 1422 - Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy 8310)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

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

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

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

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

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

The decision of the Superintendent shall be final.

~~OR~~

~~[] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

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

~~[END OF OPTIONS]~~

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

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

Sanctions and Monitoring

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

substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy.;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy.;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident).;
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy.;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy.;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties

acknowledged receipt of the no contact orders;

- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. (x.) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. (x.) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. (x.) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. (x.) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
- R. (x.) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

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Legal	R.C. 4112.01, 4112.02
	A.C. 3301-35-03(A)
	Fourteenth Amendment, U.S. Constitution
	20 U.S.C. Section 1681, Title IX of Education Amendment Act
	20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
	20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
	42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
	34 C.F.R. Part 110 (7/27/93)
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C., 2000e, et seq., Civil Rights Act of 1964
	29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
	29 C.F.R. Part 1635

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised TERMINATION AND RESIGNATION
Number	po1541
Status	

1541 - **TERMINATION AND RESIGNATION**

Termination

The employment contract of an administrator may be suspended and/or terminated, upon a majority vote of the Board of Education, for good and just cause including disclosing a question to a student on a State-mandated assessment. In such cases, the Board shall abide by due process, statutory procedures, and any applicable terms of the administrator's employment contract.

Any administrator who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

Resignation

An administrator may resign in accordance with law and any applicable terms of his/her employment contract.

Reporting Professional Misconduct

Consistent with Policy 8141 and State law, the Board and/or the Superintendent will file a report to the Ohio Department of Education, on forms provided by the Department for that purpose, matters of professional misconduct on the part of licensed professional administrators, including a conviction of the administrator of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not a licensed professional administrator has committed an act or offense for which the Board is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the administrator. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that licensed professional staff administrator's license or permit, the report(s) of any investigation will be moved to a separate public file.

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Legal	R.C. 3319.02, 3319.15, 3319.151, 3319.16, 3319.161, 3319.31, 3319.313, 3319.39 A.C. 3301-73-21
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Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised ANTI-HARASSMENT
Number	po1662
Status	

1662 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.

- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in Ohio Revised Code 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

Assistant Superintendent

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

Director of Human Resources

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the parent and staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.
- E. in the School District's calendar.
- F. _____

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 1662 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment or retaliation may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation, was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~(-) A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.~~

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment Policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. () The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

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

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

The decision of the Superintendent shall be final.

~~OR~~

~~[] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

~~[END OF OPTIONS]~~

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is

interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

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

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

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. (x) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. (x) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. (x) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. (x) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;

R. (x) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

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Legal	<p>R.C. 4112.02</p> <p>20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)</p> <p>20 U.S.C. 1681 et seq.</p> <p>29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967</p> <p>29 U.S.C. 794, Rehabilitation Act of 1973, as amended</p> <p>29 C.F.R. Part 1635</p> <p>29 U.S.C. 6101, The Age Discrimination Act of 1975</p> <p>42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended</p> <p>42 U.S.C. 2000d et seq.</p> <p>42 U.S.C. 2000e et seq.</p> <p>42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act</p> <p>42 U.S.C. 1983</p> <p>National School Boards Association Inquiry and Analysis - May 2008</p>
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Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised PARENT AND FAMILY ENGAGEMENT
Number	po2111
Status	
Adopted	July 27, 2005

2111 - PARENT AND FAMILY ~~INVOLVEMENT~~ENGAGEMENT

The Board of Education recognizes and values parents and families as children's first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student's parents and family. Such a partnership between the home and school and greater involvement of parents and family members in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism. This policy shall serve as the District policy, as well as the Parent and Family Engagement policy for each school in the District.

The Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA), defines the term "parent" to include a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare).

In accordance with statute and the State Board of Education Parent and Family Involvement policy, the term "family" is used in order to include a child's primary caregivers, who are not the biological parents, such as foster caregivers, grandparents, and other family members and responsible adults who play significant roles in providing for the well-being of the child.

~~In accordance with statute and the State Board of Education Parent and Family Involvement Policy, use of the term "families" is used in order to include children's primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members.~~

In cultivating partnerships with families and communities, the Board establishes the following expectations and objectives for meaningful parent and family engagement: ~~is committed to the following:~~

A. Relationships with Families

1. ~~(→)~~ cultivating school environments that are welcoming, supportive, and student-centered; ⁴
2. ~~(→)~~ providing professional development for school staff that helps build partnerships between families and schools; _{2,3, 4}
3. ~~(→)~~ providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers; ^{2,3}
4. ~~(→)~~ providing coordination, technical ~~support~~ assistance and other support assist schools in planning and implementing family involvement activities. ³
5. (.) _____.

B. Effective Communication

1. (→) providing information to families to support the proper health, safety, and well-being of their children;
2. (→) providing information to families about school policies, procedures, programs, and activities; ^{2,3, 4}
3. (→) promoting regular and open communication between school personnel and students' family members; ^{1, 4}
4. (→) communicating with families in a format and language that is understandable, to the extent practicable; ^{2,3}
5. (→) providing information and involving families in monitoring student progress; ³
6. (→) providing families with timely and meaningful information regarding Ohio's academic standards, State and local assessments, and pertinent legal provisions; ^{2,3,4}
7. (→) preparing families to be involved in meaningful discussions and meetings with school staff. ^{2,3,4}
8. (.) _____.

C. Volunteer Opportunities

1. (→) providing volunteer opportunities for families to support their children's school activities; ^{1,3}
2. (→) supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events. ^{3,4}
3. (.) _____.

D. Learning at Home

1. (→) offering training and resources to help families learn strategies and skills to support at-home learning and success in school; ^{1,2,3,4}
2. (→) working with families to establish learning goals and help their children accomplish these goals; ¹
3. (→) helping families to provide a school and home environment that encourages learning and extends learning at home. ^{1,2,3,4}
4. (.) _____.

E. Involving-Engaging Families in Decision Making and Advocacy

1. (→) ~~involving~~ engaging families as partners in the process of school review and continuous improvement planning; ^{3,4}
2. (→) ~~involving~~ engaging families in the development of its District-wide parent and family engagement ~~involvement~~ policy and plan, and distributing the policy and plan to families. ^{2,3,4}
3. (.) _____.

F. Collaborating with the Community

1. (→) building constructive partnerships and connecting families with community-based programs and other community resources; ^{2,3,4}
2. (→) coordinating and integrating ~~family involvement~~ parent and family engagement programs and activities with District initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development. ^{2,3,4}
3. (.) _____.

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student's academic achievement, the District's continuous improvement, and individual school improvement plans.

The District's plan, as well as each school's plan will provide for annual evaluation, with the ~~involvement~~ meaningful engagement of parents and families, of the plan's content, effectiveness and identification of barriers to participation by parents and families with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background; the needs of parents and family members to assist with the learning of their children (including engaging with school personnel and teachers); and the strategies to support successful school and family interaction. Each school plan will include the development of a written school-parent compact jointly with parents for all children participating in Title I, Part A activities, services, and programs. The compact will outline how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Evaluation findings will be used in the annual review of the Parent and Family ~~Involvement~~ Engagement policy and to improve the effectiveness of the District plan. This policy will be updated periodically to meet the changing needs of parents, families, and the schools.

¹Indicates R.C. 3312.472 State Requirements

²Indicates IDEA 2004 Section 650 & 644 parent involvement requirements

³Indicates Title I Section 1118 parent involvement requirements

⁴Indicates State Board Parent and Family Involvement Policy recommendations

[NOTE: Districts should select all items (~~options~~) included in this template in order to have a policy that meets the requirements of State and Federal law and program requirements of the Ohio Department of Education (ODE) and Title I.]

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Legal

R.C. 3313.472

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Number	po2260
Status	
Adopted	July 27, 2005

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

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

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

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

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

A. Curriculum Content

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

B. Staff Training

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

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;
2. verify that facilities are made available, in accordance with Board Policy 7510 - Use of District Premises, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

D. District Support

verify that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Evaluation

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

District Compliance Officers

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

Assistant Superintendent

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

Director of Human Resources

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the parent/student and staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.
- E. in the School District's calendar.
- F. _____

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination Act of 1975 is provided to students, their parents, staff members, and the general public. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the

progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis (see AG 2260F).

Reports and Complaints of Unlawful Discrimination and Retaliation

Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO ~~(-) at his/her first convenience (-)~~ within two (2) school days.

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

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

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

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

Investigation and Complaint Procedure

Any student who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

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

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Cleveland Office of the OCR can be reached at 1350 Euclid Avenue, Suite 325, Cleveland, Ohio 44115; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: <http://www.ed.gov/ocr>.

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the parties (the alleged target of the discrimination and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Students who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if a student feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

A student who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator in the school the student attends; 2) to the Superintendent or other District-level employee; and/or 3) directly to one of the COs.

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

The School District's informal complaint procedure is designed to provide students who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the student about how to communicate his/her concerns to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 2260 - Non-Discrimination and Access to Equal Educational Opportunity as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the student claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or Student records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process shall be implemented.

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

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent") that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

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

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

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

The decision of the Superintendent shall be final.

OR

~~[] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

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

{END OF OPTIONS}

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

The Complainant may be represented, at his/her own cost, at any of the above described meetings/hearings.

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State law.~~

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation, which may include, but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. **copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;**
- N. () documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. (x) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;

R. (x) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

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

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

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

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

Fourteenth Amendment, U.S. Constitution

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

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

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

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

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

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

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

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

29 C.F.R. Part 1635

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

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

~~Title III of the No Child Left Behind Act of 2001~~

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Legal	<p>A.C. 3301-35-02(A)</p> <p>R.C. 3301.0711, 3302.01, 3302.03, 3313.61, 3313.611, 3313.612, 3317.03</p> <p>Fourteenth Amendment, U.S. Constitution</p> <p>20 U.S.C. Section 1681, Title IX of Education Amendment Act</p> <p>20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974</p> <p>20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act</p> <p>29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended</p> <p>42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964</p> <p>42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act</p> <p>42 U.S.C. 6101 et seq., Age Discrimination Act of 1975</p> <p>42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended</p> <p>29 C.F.R. Part 1635</p> <p>34 C.F.R. Part 110 (7/27/93)</p> <p>Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979</p>
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Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised TITLE I SERVICES
Number	po2261
Status	
Adopted	July 27, 2005

2261 - TITLE I SERVICES

The Board of Education elects to augment the educational program of educationally disadvantaged students by the use of Federal funds and in accordance with Title I of the Elementary and Secondary Education Act of 1965, as amended. ~~Amendments to the Elementary and Secondary School Improvement Act of 1965.~~

The Superintendent shall prepare and present to the Ohio Department of Education a plan for the delivery of services which meets the requirements of the law, including those described below. The plan shall be developed by appropriate staff members and parents of students who will be served by the plan. The District will periodically review and revise the plan, as necessary.

A. Assessment

The Board shall annually assess the educational needs of eligible children, as determined by Federal and State criteria. Such assessment shall include performance measures mandated by the Ohio Department of Education as well as those determined by the District professional staff, that will assist in the diagnosis, teaching, and learning of the participating students.

B. Scope

Each school shall determine whether the funds will be used to upgrade the educational program of an entire school in Title I schools that qualify as schoolwide schools and/or to establish or improve programs that provide services only for eligible students in greatest need of assistance. The schoolwide program, for an entire school and/or a Targeted Assistance School shall include the components required by law as well as those agreed upon by participating staff and parents.

C. Participation

The Title I program shall be developed and evaluated in consultation with parents and professional staff members, including teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders, [in a District that has charter schools], administrators and other school appropriate personnel involved in its implementation. Appropriate training will be provided to staff members who provide Title I services. Parent participation shall be in accord with Board Policy 2261.01 and shall meet the requirements of Section 1118-6 of the Act.

D. Supplement Not Supplant and Comparability of Services

Title I funds will be used only to supplement, not to supplant, State and local funds. The District will document its compliance with the supplement not supplant provisions by using a written methodology that ensures State and local funds are allocated to each school on the same basis, regardless of whether a school receives Title I funding. ~~The Superintendent shall use State and local funds to provide educational services in schools receiving Title I assistance that, taken as a whole, are at least comparable to services being provided in schools that are not receiving Title I assistance.~~

The Superintendent shall use State and local funds to provide educational services in schools receiving Title I assistance that, taken as a whole, are at least comparable to services being provided in schools that are not receiving Title I assistance. The determination of the comparability of services may exclude, ~~in accordance with Federal regulations,~~ State and local funds expended for language instruction educational programs and the excess costs of providing services to children with

~~disabilities as determined by the District, spent on compensatory education programs, bilingual education programs, and programs for educationally disabled students.~~ The determination of comparability of services will not take into account unpredictable changes in student enrollments or personnel assignments that occur after the beginning of a school year.

In order to achieve comparability of services, the Superintendent shall assign teachers, administrators, and auxiliary personnel and provide curriculum materials and instructional supplies in an equitable manner throughout the District.

E. Professional Development

~~The Superintendent shall develop administrative guidelines whereby m~~Members of the professional staff shall participate in the design and implementation of staff development activities that ~~meet the requirements of Section 1119 of the Act and:~~

1. involve parents in the training, when appropriate;
2. combine and consolidate other available Federal and District funds;
3. foster cooperative training with institutions of higher learning and other educational organizations including other school districts;
4. allocate part of the staff development to the following types of strategies:
 - a. performance-based student assessment;
 - b. use of technology;
 - c. working effectively with parents;
 - d. early childhood education;
 - e. meeting children's special needs;
 - f. fostering gender-equitable education;
 - g. ~~provide opportunities for paraprofessionals to work toward licensing as professional educators.~~

F. Simultaneous Services

~~In accordance with law, a school offering Title I services may also serve other students with similar needs.~~

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Legal 20 U.S.C. 6301 et seq.
 34 C.F.R. Part 200, et seq.

Last Modified by Lori Berryman on December 11, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised PARENT AND FAMILY MEMBER PARTICIPATION IN TITLE I PROGRAMS
Number	po2261.01
Status	
Adopted	July 27, 2005

2261.01 - **PARENT AND FAMILY MEMBER PARTICIPATION IN TITLE I PROGRAMS**

In accordance with the requirements of Federal law, programs supported by Title I funds must be planned and implemented in meaningful consultation with parents and family members of the students being served.

Each year the Superintendent shall work with parents and family members of children served in Title I Programs in order to jointly develop and agree upon a proposed written parent and family engagement involvement policy to establish expectations for the involvement of such parents and family members in the education of their children. The proposed policy shall be reviewed and approved annually by the Board of Education and distributed to parents and family members of children receiving Title I services. The proposed policy must establish the District's expectations and objectives for meaningful parent and family involvement, and describe how the School District will:

- A. involve parents and family members in the development of the School District's Title I plans and any State-mandated comprehensive support and improvement plans~~in the process of school review and improvement, if necessary;~~
- B. provide coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent involvement activities to improve student achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. ~~build the schools' and parents' capacity for strong parental involvement;~~
- D. coordinate and integrate parent and family engagement involvement strategies, to the extent feasible and appropriate, with other Federal, State, and local laws and programs~~with parent involvement strategies under other programs such as Head Start, Reading First, Early Reading First, Even Start, Parents and Teachers, and Home Instruction for Preschool Youngsters;~~
- E. with meaningful involvement of parents and family members,~~in consultation with parents,~~ annually evaluate the content and effectiveness of the parent and family engagement involvement policy in improving the academic quality of schools, including:
 1. identifying barriers to greater parent participation (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background);
 2. ~~designing strategies for more effective parental involvement; and,~~
 3. ~~revising the parental involvement policy if necessary;~~
 4. the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and

5. strategies to support successful school and family interactions.

F. use the findings of the above-referenced evaluation to:

1. design evidence-based strategies for more effective parental involvement; and,
2. revise the parent and family engagement policy, if necessary.;

- G. ~~involve parents of children receiving Title I services in deciding how Title I funds reserved for parent involvement activities will be allocated;~~ involve parents in the activities of the District's Title I schools, which may include establishing a parent advisory board that may be charged with developing, revising and reviewing the parent and family engagement policy;
- H. provide ~~full~~-opportunities for the informed participation of parents and family members (including parents and family members who havewith limited English proficiency and/or, parents with disabilities, and parents and family members of migratory children, including providing information and school reports in a format, and to the extent practicable in a language, such parents can understand;
- I. conduct meetings with parents including provisions for flexible scheduling and assistance to parents to better assure their attendance at meetings;
- J. develop agendas for parent meetings to include review and explanation of the curriculum, means of assessments, and the proficiency levels students are expected to achieve and maintain;
- K. provide opportunities for parents to formulate suggestions, interact and share experiences with other parents, and participate appropriately in the decision-making about the program and revisions in the plan;
- L. involve parents in the planning, review, and improvement of the Title I program;
- M. communicate information concerning school performance profiles and their child's individual performance to parents;
- N. assist parents in helping their children in achieving the objectives of the program by such means as ensuring regular attendance, monitoring television-watching, providing adequate time and the proper environment for homework; guiding nutritional and health practices, and the like;
- O. provide timely responses to parental questions, concerns, and recommendations;
- P. coordinate and provide technical assistance and other support necessary to assist Title I schools to develop effective parent participation activities to improve academic achievement;
- Q. conduct other activities as appropriate to the Title I plan and State and Federal requirements.

The Board will reserve the requisite percent of its allocation of Federal Title I funds to carry out the above-described activities. Parents and family members of children receiving Title I services shall be involved in the decisions regarding how the reserved funds are allotted for parent involvement activities. Reserved funds shall be used to carry out activities and strategies consistent with the Board's parent and family engagement policy (Policy 2111), including at least one (1) of the following:

- A. Supporting schools and nonprofit organizations in providing professional development for the District and school personnel regarding parent and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents and family members.
- B. Supporting programs that reach parents and family members at home, in the community, and at school.
- C. Disseminating information on best practices focused on parent and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members.
- D. Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement.
- E. Engaging in any other activities and strategies that the Board determines are appropriate and consistent with its parent and family engagement policy.

The Superintendent must also assure that each Title I participating school develops a specific written plan, with parental involvement and agreement, which includes provisions regarding the following:

- A. Each principal must convene an annual meeting at a convenient time to which all parents of participating children are invited and encouraged to attend to explain the parents' rights to be involved and the school's obligations to develop a ~~parental involvement plan~~ parent and family engagement policy.
- B. Meetings with parents of children receiving Title I services must be scheduled at flexible times with assistance such as child care, transportation, home visits, or similar aid offered to parents to encourage their involvement.
- C. Parents must be involved in an organized, on-going and timely way in the development, review, and improvement of parent involvement activities, including the planning, review and improvement of the school parent and family engagement policy, and the joint development of the schoolwide program plan, if appropriate.
- D. Parents of participating students must be provided with:
1. timely information about the Title I program and the school's parent ~~and family engagement~~ involvement policy;
 2. a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the ~~achievement~~ proficiency levels expected;
 3. regular meetings, upon request, for parents to make suggestions, and to participate as appropriate, in decisions relating to the education of their children, and receive responses regarding the parents' suggestions about their student's education as soon as practicably possible.
- E. If the written plan is not satisfactory to the parents of participating children, the school must submit any parents' comments when it presents the plan to the Superintendent.
- F. As a component of the school-~~level~~ ~~parental involvement~~ parent and family engagement policy, the principal for each school shall coordinate the development of a school-parent compact jointly with parents of children served under Title I which outlines how the school staff, the parents, and the student will share responsibility for improved student academic achievement ~~improvement~~ and the means by which the school and parents will build and develop a partnership to help students achieve the State's high standards. The compact must:
1. describe the school's responsibility to provide a high quality curriculum and instruction in a supportive, effective learning environment;
 2. describe the ways in which each parent is responsible for supporting ~~parent's responsibility to support~~ their child's learning environment such as monitoring attendance, homework, extra-curricular activities and excessive television watching; volunteering in the classroom; and participating, as appropriate, in decisions relating to the education of their children and their positive use of extra-curricular time;
 3. address the importance of parent/teacher communication on an on-going basis through at least annual parent teacher conferences to discuss the child's achievement and the compact; frequent progress reports to the parents on their child's progress; ~~and~~ reasonable access to the staff and to observe and participate in classroom activities and regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.
- G. Parents of children receiving Title I services must be notified about their school's parent ~~and family engagement~~ policy ~~involvement policies~~ in an understandable and uniform format, and to the extent practicable, in a language the parents can understand. These policies must also be made available to the community.
- H. School-~~level~~ parent ~~and family engagement~~ involvement policies must be revised if necessary ~~evaluated periodically~~ to consider whether they meet the changing needs of parents and the schools.

In order to involve parents in the education of their children and to support a partnership among the school, parents and the community for improving ~~students~~ student academic achievement, the Superintendent and building principals must include provisions in the School District and school-~~level~~ parent ~~and family engagement~~ involvement policies regarding:

- A. assisting parents of children served under Title I in understanding such topics as the State's academic standards, State and local academic content and assessments ~~standards, Title I, and~~ in understanding how to monitor their child's progress and how to work with educators to improve their child's achievement;
- B. providing materials and training to help parents work with their children to improve achievement, such as literacy training and using technology (including education about the harms of copyright privacy);



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 New DISTRICT AND SCHOOL REPORT CARD
Number	po2261.03
Status	

2261.03 - **DISTRICT AND SCHOOL REPORT CARD**

Each School District that receives Title I, Part A funds must prepare and publicly disseminate a report card on the performance and operations of the District. Report cards must be concise and presented in an understandable and uniform format that is developed in consultation with parents and accessible to persons with disabilities and, to the extent practicable, in a language that parents can understand. **[Drafting Note: The District must make the report card meaningfully accessible to parents and stakeholders who are limited English proficient.]**

The report shall contain the information called for on the form issued by the Ohio Department of Education in accordance with State and Federal law. The report must include 1) an overview section and 2) a detail section.

Report cards must begin with a clearly labeled overview section that is prominently displayed. The overview section of District report cards must include information on key metrics of State, District, and school performance and progress and is intended to help parents and other stakeholders quickly access and understand such information and provide context for the complete set of data included in the report.

The overview section of the annual report card must include for the District as a whole and each school, if appropriate:

- A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;
- B. English language proficiency of English learners (i.e., the number and percentage of English learners achieving English language proficiency as measured by Ohio's English proficiency assessment);
- C. performance on each measure within the Academic Progress indicator used by the State for elementary schools and secondary schools that are not high schools;
- D. high school graduation rates, including the four (4) year adjusted cohort and the extended-year adjusted cohort;
- E. performance on each measure within any School Quality or Student Success indicator used by the State;
- F. school identifying information, including student membership count and Title I participation status;
- G. summative determination for each school;
- H. whether the school was identified for comprehensive support and improvement or targeted support and improvement, and the reason(s) for such identification.

The overview section must include disaggregated data for specific student subgroups as required by the United States Department of Education (e.g., each major racial and ethnic group; children with disabilities; English learners; and economically disadvantaged students).

Report cards must include student achievement data overall and by grade, including the percentage of students at each level of achievement as determined by the State for all students and disaggregated by each major racial and ethnic group, gender, disability

status, migrant status, English proficiency status, status as economically disadvantaged, status as a homeless student/youth, status as a child in foster care, and status as a student with a parent who is a member of the Armed Forces on active duty (which includes full-time National Guard duty). Data for these subgroups must be included in the detail section of report cards if it is not included in the overview section.

The details section of the District report card must include the remaining information required in the statute and applicable regulations. A District need not include information in the detail section of the report if it includes such information in the overview section. The annual report detail section must include, if appropriate:

- A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;
- B. percentages of students assessed and not assessed in each subject (i.e. participation rates on required assessments);
- C. extent alternate assessments aligned with alternate academic achievements standards were used for students with the most significant cognitive disabilities (i.e., the number and percentage of students assessed using alternate academic achievement standards, by grade and subject);
- D. as applicable, number and percentage of recently arrived English learners exempted from one administration of the reading/language arts assessments or whose results are excluded from certain State indicators;
- E. high school graduation rates, including the four (4) year adjusted cohort, and the extended-year adjusted cohort;
- F. postsecondary enrollment rates for each high school;
- G. information collected and reported in compliance with the Civil Rights Data Collection (CRDC) under 20 U.S.C. 3413(c)(1);
- H. progress toward State-designed long-term goals for academic achievement, graduation rates, and English learners achieving English language proficiency (including measurements of interim progress);
- I. level of performance on each indicator included in State accountability system including, as applicable, results on each individual measure within each indicator not already included in the school overview section;
- J. information on educator qualifications;
- K. information on per-pupil expenditures (i.e., actual personnel and actual non-personnel; for the District as a whole and each school);

[Note: The District and school report cards must include per-pupil expenditures of Federal, and State/local funds, disaggregated by source of funds; District expenditures not allocated to public schools; and the web address to the procedures for calculation.]

- L. State performance on the National Assessment of Educational Progress (NAEP) – math and reading, grades 4 and 8;
- M. description and Results of State accountability system (the District may provide the web address or URL of, or a direct link to, a State plan or other location on the Ohio Department of Education's web site to meet this requirement);
- N. additional information best-suited to convey the progress of each school.

[Note: District report cards must include the following NAEP data: 1) the percentage of students at each NAEP achievement level (below basic, basic, proficient, and advanced) in the aggregate; 2) participation rate for students with disabilities; and 3) participation rate for English learners.]

- O. other information as required by the State Department of Education.

When presenting data on a report card, the District shall protect the privacy of individuals and the privacy of personally identifiable information contained in students' education records in accordance with the Family Educational Rights and Privacy Act (FERPA) and R.C. Section 3319.321.

The District's annual report card information must be made publicly available through such means as posting on the District's web site and distribution to local media and public agencies. **[Note: If the District does not operate a web site, the District must make report available to the public in another manner determined by the Board.]**

The Board will provide the school level overview directly to all parents in each school served by the District annually. **[Note: The District may send the report card overview to the parents of students enrolled in each school in the District directly through the U.S. mail, via email, or through other means such as sending the report card overview home to parents in the child's backpack or distribute the report card during parent-teacher conferences.]**

The data from the local report card is to be used by each of the schools and the District as a whole in revising and upgrading school and District improvement plans.

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Legal 20 U.S.C. 6314
 34 C.F.R. 200.31(h)(I)
 A.C. 3301-35-02, 3301-35-02 (B)

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Number	po3122
Status	
Adopted	July 27, 2005

3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

District Compliance Officers

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

Assistant Superintendent

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

Director of Human Resources

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.
- E. in the School District's calendar.

F. (←)

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO (←) ~~at his/her first convenience~~ (←) within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

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

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

Investigation and Complaint Procedure (See Form 3122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

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

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

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

The School District's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 3122 - Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy 8310)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

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

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

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

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

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

The decision of the Superintendent shall be final.

OR

~~[-] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

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

[END OF OPTIONS]

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

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

Sanctions and Monitoring

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

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;

- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. (x) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. (x) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. (x) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. (x) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
- R. (x) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

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Legal

- R.C. 4112.01, 4112.02
- A.C. 3301-35-03(A)
- Fourteenth Amendment, U.S. Constitution
- 20 U.S.C. Section 1681, Title IX of Education Amendment Act
- 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
- 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
- 42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
- 42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
- 34 C.F.R. Part 110 (7/27/93)
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 42 U.S.C., 2000e, et seq., Civil Rights Act of 1964
- 29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
- 29 C.F.R. Part 1635

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of TERMINATION AND RESIGNATION
Number	po3140
Status	
Adopted	July 27, 2005
Last Revised	February 24, 2010

3140 - TERMINATION AND RESIGNATION

TERMINATION

The employment contract of a professional staff member may be suspended and/or terminated in accordance with law, upon a majority vote of the Board of Education, for good and just cause, including disclosing a question to a student on a State-mandated assessment. In such cases, the Board shall abide by due process, statutory procedures, and the applicable terms set forth in any collectively-bargained agreement.

Any professional staff member who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

RESIGNATION

A professional staff member may resign in accordance with law and the applicable terms of any collectively-bargained agreement.

Reporting Professional Misconduct

The Superintendent (or Board President where either the Superintendent and/or Treasurer has engaged in misconduct) will file a report to the Ohio Department of Education, on forms provided by the Department for that purpose, matters of professional misconduct on the part of licensed professional staff members in those specific circumstances set forth in State law and Policy 8141, including a conviction of the professional staff member of certain enumerated crimes and/or for conduct which is determined to be unbecoming to the teaching profession in conjunction with the non-renewal or termination of a professional staff member, or resignation by a professional staff member under threat of same and/or during the course of an investigation of conduct reasonably determined to be unbecoming to the teaching profession.

Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any investigation will be moved to a separate public file.

Legal	R.C. 3319.02, 3319.15, 3319.151, 3319.16, 3319.161, 3319.31, 3319.313
	R.C. 3319.39
	A.C. 3301-73-21

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3362 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions**Bullying**

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Assistant Superintendent

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

Director of Human Resources

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the parent and staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.

E. (x) in the School District's calendar.

F. (↔) _____

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer, or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 3362 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment or retaliation may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, or retaliation timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to

certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, principal, the Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~(-) A Principal will not conduct~~

~~an investigation unless directed to do so by the Compliance Officer.~~

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. ~~(-) The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.~~

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

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

The decision of the Superintendent shall be final.

OR

~~[-] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

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

{END OF OPTIONS}

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is

interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

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

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

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

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

- N. () documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]
- O. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. () copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
- R. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

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Legal

R.C. 4112.02

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

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

29 C.F.R. Part 1635

29 U.S.C. 6101, The Age Discrimination Act of 1975

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

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Number	po4122
Status	
Adopted	July 27, 2005

4122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

District Compliance Officers

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

Assistant Superintendent

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

Director of Human Resources

3505 West Lincolnshire Blvd.

Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.
- E. in the School District's calendar.
- F. _____

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO ~~() at his/her first convenience ()~~ within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

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

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

Investigation and Complaint Procedure (See Form 4122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

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

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

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

The School District's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 4122 - Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy 8310)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

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

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 4122 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

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

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

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

The decision of the Superintendent shall be final.

OR

~~[] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

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

~~{END OF OPTIONS}~~

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

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

Sanctions and Monitoring

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

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;

- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. (x.) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. (x.) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. (x.) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. (x.) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
- R. (x.) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

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Legal

R.C. 4112.01, 4112.02
A.C. 3301-35-03(A)
Fourteenth Amendment, U.S. Constitution
20 U.S.C. Section 1681, Title IX of Education Amendment Act
20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
34 C.F.R. Part 110 (7/27/93)
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C., 2000e, et seq., Civil Rights Act of 1964
29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
29 C.F.R. Part 1635

Last Modified by Kevin Brinkman on November 28, 2018



Book Policy Manual
 Section Policies Adopted by the Board 37-1
 Title Copy of SUSPENSION, TERMINATION OR RESIGNATION
 Number po4140
 Status
 Adopted July 27, 2005

4140 - SUSPENSION, TERMINATION OR RESIGNATION

The employment of a classified staff member may, upon a majority vote of the Board of Education, be suspended or terminated for violation of Board policies and in accordance with Ohio Revised Code, when applicable.

Classified staff who are not going to be rehired shall be given an opportunity to resign.

Any classified employee who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

A classified staff member under contract may resign by filing a written resignation with the Treasurer or the Superintendent at least thirty (30) days prior to the effective date of the resignation.

Legal R.C. 3319.081

Last Modified by Kevin Brinkman on November 12, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY SENSITIVE FUNCTIONS
Number	po4162
Status	
Adopted	July 27, 2005
Last Revised	August 15, 2018

4162 - DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY SENSITIVE FUNCTIONS

The Board of Education believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who perform safety-sensitive functions with District vehicles must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

For purposes of this policy and the guidelines associated with the policy, the following definitions shall apply:

- A. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.
- B. The term *controlled substance* includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.
- C. The term *controlled substance abuse* includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
- D. The term *safety-sensitive functions* includes all tasks associated with the operation and maintenance of District vehicles. This term further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.
- E. The term *CDL license holder* means all regular and substitute bus drivers, all employees who drive District vehicles that require CDLs, or who inspect, repair, and maintain District vehicles.
- F. The term *while on duty* means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time s/he is relieved from work and all responsibility for performing work.

The Board expects all CDL license holders to comply with Board Policy 4122.01 on Drug Free Schools and guidelines for employee CDL alcohol and substance abuse testing which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. Further, the Board concurs with the Federal requirement that all CDL license holders should be free of any influence of alcohol or controlled substance while on duty.

The Board directs the Superintendent to establish a drug and alcohol testing program whereby each regular and substitute bus driver, as well as any other staff member who holds a CDL license, is tested for the presence of alcohol in his/her system as well as

for the presence of the following controlled substances:

- A. Marijuana
- B. Cocaine
- C. Opioids
- D. Amphetamines
- E. Phencyclidine (PCP)

The drug tests are to be conducted in accordance with Federal and State regulations a.) prior to employment, b.) for reasonable cause, c.) upon return to duty after any alcohol or drug rehabilitation, d.) after any accident, e.) on a random basis, and f.) on a follow-up basis.

Candidates may also be tested for the presence of alcohol in their system prior to employment.

Any staff member who tests positive shall be prohibited from driving any school vehicle and be referred to the District's Employee Assistance Program.

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

- A. reports for duty or performs work while having an alcohol concentration of 0.04 or greater
- B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug
- C. refuses to submit to drug and/or alcohol testing
- D. alters or attempts to alter or unduly influence alcohol and/or drug testing results
- E. fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test, unless the staff member's departure is to obtain necessary emergency medical care)

Prior to the beginning of the testing program, the District shall provide a drug-free awareness program which will inform each CDL license holder about:

- A. the dangers of illegal drug use and controlled substance and alcohol abuse;
- B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;
- C. the sanctions that may be imposed for violations of Policy 4122.01.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act (i.e. test results shall be provided on a right to know basis - the employee, the employer, and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable Federal regulations.

All tests shall be conducted in accordance with Federal testing guidelines and be performed by a laboratory that is Federally certified (i.e. testing procedures and devices used will be as set forth in 49 C.F.R. Part 40).

The alcohol and drug testing program shall be under the direction of the Superintendent or designee.

The Superintendent shall arrange for the required amount of training for appropriate staff members in drug recognition, in the procedures for testing, and in the proper assistance of staff members who are subject to the effects of substance abuse.

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

- A. testing of all first and second test urine samples
- B. clear and consistent communication with the District's Medical Review Officer (MRO)
- C. methodology and procedures for conducting random tests for controlled substances and alcohol
- D. preparation and submission of all required reports to the District, the MRO, and to Federal and State governments

The Superintendent shall also select the agency or persons who will conduct the alcohol breathalyzer tests, the District's MRO, and the drug collection site(s) in accordance with the requirements of the law.

Educational Materials Related to Certain Federal Regulations, Board Policies, and Procedures

CDL License Holders and other employees who perform safety-sensitive functions will be provided educational materials at the time of hire or at any time when required to operate a school vehicle. The educational materials shall explain the requirements of applicable Federal regulations and the Board's policies and District's procedures with respect to meeting these Federal regulations. The Board designates **Director of Transportation** as the individual responsible for providing educational materials to CDL License Holders and other employees who perform safety-sensitive functions. The educational materials will include, at a minimum, the following:

- A. the contact information for **Director of Transportation**, who is the individual designated by the Board to answer questions about the educational materials
- B. a statement that all CDL License Holders and other employees who perform safety-sensitive functions are subject to 49 C.F.R. 382, which is a Federal regulation that addresses the misuse of alcohol and other controlled substances
- C. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations
- D. information concerning prohibited conduct
- E. the circumstances under which employees are subject to testing for alcohol and/or controlled substances
- F. the procedures for testing for the presence of alcohol and controlled substances in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee, including post-accident information, procedures, and instructions required under Federal regulations
- G. the requirement that staff members must submit to alcohol and controlled substance testing as required by the regulations
- H. an explanation of what constitutes a refusal to be tested for alcohol or controlled substances and the attendant consequences
- I. the consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment
- J. the consequences for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04
- K. information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol and/or controlled substances problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management), and
- L. information regarding the requirement that certain personal information collected and maintained under 49 C.F.R. Part 382 be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. A staff member who refuses to sign the requisite statement shall be prohibited from performing any safety sensitive functions. Each staff

member must sign a statement certifying receipt of these materials. Each employee (and labor organization representing Board employees) shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering employee questions about the materials.

Return-to-Duty (Safety-Sensitive Positions)

Employees who are removed from performing safety-sensitive functions as a result of this policy must take and pass return-to-duty test before returning to performing safety-sensitive functions. The return-to-duty test will not occur until after a Substance Abuse Professional (SAP) has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties.

Subject to any collective bargaining agreement or other legal requirements, employees who are eligible to return to performing safety-sensitive functions may not do so without the approval of the Superintendent.

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Legal 49 C.F.R. 382
 34 C.F.R. Part 40

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
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4362 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where

conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Assistant Superintendent
3505 West Lincolnshire Blvd.
Toledo Ohio 43606

Director of Human Resources
3505 West Lincolnshire Blvd.
Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the parent and staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.
- E. in the School District's calendar.
- F. _____

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer, or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 4362 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment or retaliation may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, or retaliation timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, principal, the Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~(-) A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.~~

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. ~~(-) The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.~~

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

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

The decision of the Superintendent shall be final.

OR

~~A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

~~{END OF OPTIONS}~~

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is

interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

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

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

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed classified staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but

not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. () documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. () copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
- R. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

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Legal

R.C. 4112.02

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

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

29 C.F.R. Part 1635

29 U.S.C. 6101, The Age Discrimination Act of 1975

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

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May 2008

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of ATTENDANCE
Number	po5200
Status	
Adopted	July 27, 2005
Last Revised	June 20, 2018

5200 - **ATTENDANCE**

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

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

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

Absences are classified as excused or unexcused.

Reasonable excuses for absence include:

- A. personal illness (a written physician's statement verifying the illness may be required)
- B. illness in the family (the absence under this condition shall not apply to children under fourteen (14) years of age);
- C. quarantine of the home
- D. death in the family
- E. medical or dental appointment (written physician's or dentist's statement may be required);
- F. necessary work at home due to absence or incapacity of parent(s)/guardian(s)
- G. observation or celebration of a bona fide religious holiday
- H. college visitation (verification from the college, university or technical college may be required)
- I. out-of-state travel (up to a maximum twenty-four (24) hours per school year that the student's school is open for instruction) to participate in a District-approved enrichment or extracurricular activity

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

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

assistance.

J. such good cause as may be acceptable to the Superintendent

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

Students assigned to programs of other guided learning experiences are considered to be in regular attendance for the program provided they report to staff members assigned at the place in which they are conducting study, and regularly demonstrates progress toward the objectives of the course of study.

The Superintendent may excuse a student over fourteen (14) years of age from attending school for a future limited period for the purpose of performing essential work directly or exclusively for parents or guardians. Such excuse should not exceed five (5) days and may be renewed twice if necessary in any one (1) school year.

A written explanation of each past absence shall be made by the parent or guardian to the building administrator/designee to determine absence as excused or unexcused.

Future absences are those which have prior approval of a building administrator/designee. These may include, but not be limited to, school-sponsored field trips and college visitation (limit one (1) in junior year and three (3) in senior year). Special forms are required to be completed, returned to, and approved by the appropriate building administrator/designee.

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

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

Excessive Absences

When a student of compulsory school age is absent from school with or without legitimate excuse for thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in a school year, the attendance officer shall notify the child's parent or guardian of the child's absences, in writing, within seven (7) school days after the date of the absence that triggered the notice requirement. At the same time written notice is given, any appropriate intervention action listed herein may be taken.

Make Up Work

It is the responsibility of students or parent/guardian to contact teachers and obtain make-up assignments. Students who know when they will be absent should obtain assignments prior to being absent.

All absences may be considered by teachers in determining the participation portion of students' grades.

Students will receive credit for work missed during an excused absence as long as the work is satisfactorily completed in a timely fashion.

Family Vacation

While family vacations are not recognized as excused absences by State law, work may be made up for credit if:

- A. The vacation/leave form was completed and received by a building administrator/designee.
- B. All work given to students prior to the vacation must be completed and returned to the teachers on the first day of attendance in school following the vacation.
- C. All work not given prior to the vacation must be completed in a timely fashion as determined by teachers.
- D. Due to the nature of some work missed (e.g. group work, labs, etc.) it may not be possible to make up the work.

Habitually Truant

A student will be considered habitually truant if the student is of compulsory school age and absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or for seventy-two (72) or more hours in one (1) school year. Legitimate excuses for the absence of a student who is otherwise habitually truant include but are not limited to:

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

Absence Intervention Team

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

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

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

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

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

The plan shall be implemented no later than seven (7) days prior to the first day of instruction of the next school year.

Reporting Requirements

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

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

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

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

The Superintendent is authorized to establish an educational program for parents of truant students which is designed to encourage parents to ensure that their children attend school regularly. Any parent who does not complete the program is to be reported to law

enforcement authorities for parental education neglect, a fourth class misdemeanor if found guilty.

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

If a student who is habitually truant violates the order of a juvenile court regarding the student's prior adjudication as an unruly child for being a habitual truant, s/he may further be adjudicated as a delinquent child. The District shall report to the Ohio Department of Education, as soon as practicable, and in a format and manner determined by the Department, any of the following occurrences:

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

Revised 5/15/13

Revised 5/21/14

Revised 5/17/17

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Legal R.C. 3313.664, 3313.668, 3321.01 et seq., 3321.13(B)(2), 3321.19, 3321.191, 3321.22
R.C. 3321.38, 3331.05
A.C. 3301-35-03(G), 3301-47-01, 3301-51-13

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of GRADUATION REQUIREMENTS
Number	po5460
Status	
Adopted	July 27, 2005
Last Revised	May 17, 2017

5460 - GRADUATION REQUIREMENTS

It shall be the policy of the Board of Education to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma at fitting graduation ceremonies.

The Board shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in his/her individualized education program (I.E.P.) including either the exemption from or the requirement to complete the achievement tests required by the State Board of Education in order to graduate. In addition to earning course credits, each student must earn the required number of points, unless exempted, on the tests required by the State Board of Education to graduate.

For the Class of 2018 and beyond, a diploma shall be awarded to students meeting the curriculum credit requirements and who achieve one of the following three options: a cumulative passing score with the required number of points in each area on end of course exams, earn the required points on the WorkKeys assessment and an approved industry-recognized credential, or earn a remediation-free score in English, math and reading on the ACT or Writing, Math and Reading on the SAT, subject to limitations on assessments as outlined below.

Students under an IEP may receive a diploma under the alternative pathway to graduation as defined by O.R.C. 3313.603 with the approval of the IEP team, high school principal, and director of student services.

The requirements for graduation from high school include earning twenty-five(25) units of credit in grades nine through twelve and passing the graduation tests required by the State Board of Education or meeting the alternative pathway to graduation for classes graduating prior to ~~2020~~2021 as follows:

Subject	Units required to graduate
English Language Arts	4
Science	3
Mathematics	4
Social Studies	3
Health	1/2
Physical Education	1/2
Business/Technology, Arts or Foreign Language	1
Electives	9
Total	25

Starting with the graduating class of ~~2020~~2021, students will be required to earn 21 units of credit.

All students must receive instruction in economics and financial literacy during Grades 9–12. Additionally, all students must receive instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator from an approved source during Grades 9-12, unless the student is exempted from such training due to disability or by written request of the parent.

Students who achieve an industry credential or license that requires an examination shall not be required to take additional technical assessments. If the student does not participate in licensure or license examination, the student shall take the applicable technical assessments. Students must attain specified scores on assessments as required to demonstrate workforce readiness on a nationally recognized job skills assessment in order to obtain a diploma.

Certain students are not required to take the college and career readiness assessments administered to all eleventh (11th) grade students:

- A. students who demonstrate they are remediation-free on the English, math and reading nationally-recognized assessments prior to the administration of the college and career readiness assessments;
- B. students with significant cognitive disabilities who take an alternative assessment and students with intellectual disabilities outlined in state guidance, and
- C. Limited English proficient students enrolled in United States schools for less than two (2) years for whom no appropriate accommodations is available.

Students may take the assessment even if they are not required to do so. Credit may be earned by:

- A. completing coursework;
- B. testing out of or demonstrating mastery of course content; or
- C. pursuing one or more educational options in accordance with the District's Credit Flexibility Program.

Credit may be earned at an accredited postsecondary institution.

Every high school may permit students below the ninth grade to take advanced work for credit. This work shall count toward the graduation requirements if it was both:

- A. taught by a person who possesses a license/certificate issued under State law that is valid for teaching high school;
- B. designated by the Board as meeting the high school curriculum requirements.

For students graduating in the class of 2018 and beyond:

The District will comply with State Board of Education requirements for graduation. Students shall earn required credits for graduation in the appropriate subject areas, and achieve one of three pathways:

- A. earning a State Board of Education approved, industry-recognized credential or group of credentials and a workforce readiness score on the Workkeys assessment; or
- B. earning a cumulative score on end of course exams equal to State Board requirements for the year of graduation; or
- C. earning remediation-free scores in language arts, math, and reading on a nationally recognized college admission exam.

An honors diploma shall be awarded to any student who meets the established requirements for graduation or the requirements of his/her I.E.P.; attains the applicable scores on the achievement tests required by the State Board of Education for graduation; and meets any additional criteria the State Board may establish.

Commencement exercises will include only those students who have successfully completed requirements for graduation as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct so warrants. Participation in any senior prank is prohibited. For the purpose of this policy, prank will be defined as anything that is illegal, destructive, involves trespassing, causes a disruption of education, or has the intent to create harm or chaos. A student will be excluded from the graduation ceremony and will not be permitted to work for the school district for five (5) years if found to have been involved in any senior prank vandalism activity.

The Superintendent shall establish whatever administrative guidelines are necessary to comply with State rules and regulations.

Revised 4/19/06

Revised 8/6/08

Revised 6/16/10
Revised 4/16/14
Revised 6/30/15

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Legal R.C. 3313.60, 3313.6021, 3313.603, 3313.61, 3313.611, 3313.6111, 3313.614
R.C. 3313.615, 3313.618, 3313.647, 3313.903, 3323.08
R.C. 3301.07, 0710, 0711
A.C. 3301-41-01, 3301-13-01 to 07

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Section	Policies Adopted by the Board 37-1
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Last Revised	March 18, 2015

5500 - **STUDENT CODE OF CONDUCT**

The Student Code of Conduct is intended to make it possible for the school to fulfill its lawful mission and to protect the health, safety and dignity of each student and employee. Within the framework of the school structure and its lawful mission, the constitutionally guaranteed rights of students are recognized.

Any section of the Student Code of Conduct policy, or portion thereof, found by adjudication to be contrary to law or constitutional rights should be stricken without effect to the remainder.

Washington Local students K-12 must:

- A. conform to school regulations.
- B. accept direction from authorized school personnel.
- C. conduct themselves in a manner that demonstrates respect for the rights of others.

Board of Education Policy 5500, Student Code of Conduct K-12, specifies the rules and regulations which govern students while on school property or at school-related activities. Students who fail to comply with District rules as stated in the Student Code of Conduct are subject to approved discipline and due process procedures. Washington Local administration shall cooperate in any prosecution pursuant to the criminal laws of the State of Ohio and local ordinances.

After receiving a properly documented form from a teacher, the principal or his/her designee will be responsible for discipline measures. Emergency cases will receive prompt attention with the referral form to follow.

Penalties for violation of the Student Code of Conduct may result in detention, Saturday School, in-school suspension, out-of-school suspension, and/or expulsion, depending upon severity and the repetitiveness of the violation.

Detention is a requirement to spend additional time before or after school for a student violation of the conduct code. Saturday School is a three (3) hour detention conducted on Saturdays.

In-School Reassignment is an exclusion from regular class. Students will be assigned to an alternative program by the principal or his/her designee. Teachers will provide students with academic assignments to be completed for credit.

Out-of-School suspension is an exclusion from school or class assigned by the principal or his/her designee. Students are not to be on the schools grounds while under out-of-school suspension. ~~A failing grade may be given for work missed during out-of-school suspension.~~

Expulsion is the exclusion from school for an extended period of time. A student is not to be on school grounds or participate in school activities while under expulsion. No credit will be granted for work missed as a result of expulsion.

A student may be suspended out-of-school for a maximum of ten (10) days and/or be expelled for a period up to eighty (80) days for individual and/or cumulative violations of the code of conduct. Expulsions can be extended to a calendar year for certain violations allowed by statute.

Except for severe classroom violations, a suspension alternative may be offered, as available, at the discretion of the principal or his/her designee. Restitution and/or confiscation may result where appropriate.

The Student Code of Conduct includes, but is not limited to, the following Board policies:

5501	Zero Tolerance
5513	Care of School Property
5514	Student Use of Computers, Network, or Internet
5516	Student Hazing
5517	Sexual and Other Forms of Harassment
5530	Alcohol, Drug, Tobacco Use and Prevention
5600	Student Discipline
5610	Removal, Suspension, Expulsion, and Permanent Exclusion of Students
5610.03	Emergency Removal of Students
5610.04	Suspension of Bus Riding/Transportation Privileges
5610.05	Participation in Extra-Curricular Activities
5611	Due Process Rights
5722	School-Sponsored Publications and Productions
5771	Search and Seizure
5772	Dangerous Weapons

The Student Code of Conduct is distributed to students and parents annually and is posted in each school building.

Speech and Assembly

- A. In the exercise of freedom of speech, students shall have due regard for rights of others. The use of profanity, obscenities, or personal attacks is prohibited.
- B. All student meetings in school buildings or on school grounds may function only as a part of the formal educational process or as authorized by the principal and supervised by staff members and/or advisors.
- C. Conducting demonstrations which interfere with the operation of the school or classroom is inappropriate and prohibited.

Revised 6/28/13

Legal R.C. 3313.20, 3313.534, 3313.66, 3313.661

Last Modified by Kevin Brinkman on December 20, 2018



Book	Policy Manual
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Last Revised	March 27, 2013

5517 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age (except as authorized by law), religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- J. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering

with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

Reports and Complaints of Harassing Conduct

Students and all other members of the School District community and third parties are encouraged to promptly report incidents of harassing conduct to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer ~~() at his/her first convenience ()~~ within two (2) school days.

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Assistant Superintendent
3505 West Lincolnshire Blvd.
Toledo Ohio 43606

Director of Human Resources
3505 West Lincolnshire Blvd.
Toledo Ohio 43606

The names, titles, and contact information of these individuals will be published annually:

- A. in the parent and staff handbooks.
- B. in the School District Annual Report to the public.
- C. on the School District's web site.
- D. on each individual school's web site.
- E. in the School District's calendar.
- F. _____

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student, other member of the School District community or third party in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed within a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure

Any student who believes that s/he has been subjected to unlawful harassment may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

Students who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if a student feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A student who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator in the school the student attends; 2) to the Superintendent or other District-level employee; and/or 3) directly to one of the Compliance Officers.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the student about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the student claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the School Board's records retention policy and/or Student records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process shall be implemented.

A student who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or another District employee who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District employee at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) business days.

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

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

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

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. ~~() A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.~~

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. () The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ten (10) school days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) school days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

The decision of the Superintendent shall be final.

OR

~~() A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

{END OF OPTIONS}

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is

interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State law.~~

Sanctions and Monitoring

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

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

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but

not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. (x) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
- O. (x) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
- P. (x) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
- Q. (x) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
- R. (x) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

Legal

R.C. 4112.02

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

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

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

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

42 U.S.C. 1983

National School Boards Association Inquiry and Analysis - May, 2008

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS
Number	po5610
Status	
Adopted	July 27, 2005
Last Revised	May 17, 2017

5610 - **REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS**

Exclusion from the educational program of the district, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student, and one that requires due process. However, the Board has zero tolerance of violent, disruptive or inappropriate student behavior.

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless the behavior represents misconduct as specified in the Student Code of Conduct. The Code shall specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605, "Suspension/Expulsion of Students with Disabilities.")

Students may be subject to discipline for violation of the Student Code of Conduct even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a district official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student whose conduct poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process: (See Policy 5610.03 "Emergency Removal)
- B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, principal, associate principal, or any other administrator for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year.

The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 - Due Process Rights.

A student who is suspended shall be permitted to complete any classroom assignments missed because of the suspension.

- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct and Board Policy 5611 "Due Process Rights:"

1. Firearm or Knife

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board; except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board; the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. In compliance with federal law, the Superintendent shall also refer any student expelled for possession of a firearm to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes, but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other similar device.

A knife capable of causing serious bodily injury is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as a ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in his/her judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by- case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973, a recommendation from the group of persons knowledgeable of the student's educational needs;
- b. the student was unaware that s/he was possessing a firearm or knife capable of causing serious bodily injury;
- c. the student did not understand that the item s/he possessed was considered a firearm or knife;
- d. the student brought the item to school as part of an educational activity and did not realize it would be considered a firearm or knife;
- e. other extenuating circumstances.

2. Violent Conduct

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

- a. would be a criminal offense if committed by an adult;
- and
- b. results in serious physical harm to person(s) as defined in Revised Code Section 2901.01(A)(5), or to property as defined in Revised Code Section 2901.01(A)(6)

The Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by- case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by- case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973, a recommendation from the group of persons knowledgeable of the student's educational needs;

or

- b. other extenuating circumstances.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

3. Bomb Threats

If a student makes a bomb threat to a school building or to any premises (at which a school activity is occurring at the time of the threat), the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;

or

- b. other extenuating circumstances.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year. This policy encompasses all look-alike items, false fire reports or alarms, bomb threats, or intentional calls to falsely report a dangerous condition.

- D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents/guardians with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, the student may be suspended from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The district may temporarily deny admittance to any student who has been expelled from the school of another Ohio district or an out-of-state district if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing.

The district may temporarily deny admittance to any student who has been suspended from the school of another Ohio district if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing before the Board/designee.

When a student is expelled from this district, the Superintendent shall send written notice to any college in which the expelled student is enrolled under Postsecondary Enrollment Options at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a provision in Policy 2271 under R.C. 3313.613 to deny high school credit for postsecondary courses taken during an expulsion.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

In matters relating to the discipline of special needs students, the District shall abide by Federal and State laws regarding suspension and expulsion as well as Policy 5610.

Revised 4/19/06

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Legal

R.C. 2919.222, 3313.534, 3313.66, 3313.661, 3313.662, 3313.663, 3313.664

R.C. 3321.13 (B)(3) and (C), 3327.014

18 U.S.C. Section 921

20 U.S.C. 3351, 20 U.S.C. 8921, 20 U.S.C. 1401 et seq., 29 U.S.C. 701 et seq.,
Section 504, 1973 Rehab. Act;

34 C.F.R. 300.520 et seq.

U.S. Supreme Court, Honig v. Doe, 56 USLW 4091

Last Modified by Kevin Brinkman on November 13, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of IN-SCHOOL DISCIPLINE ALTERNATIVES
Number	po5610.02
Status	
Adopted	July 27, 2005

5610.02 - **IN-SCHOOL DISCIPLINE ALTERNATIVES**

It is the purpose of this policy to allow for an alternative to out-of-school suspension. The availability of in-school discipline options is dependent upon the financial ability of the District to support them.

In-school discipline will only be offered at the discretion of the administration for offenses found in the Student Code of Conduct/Student Discipline Code.

Administrative guidelines for the proper operation of such programs will be established. In-school disciplinary alternatives served entirely in the school setting will not require a hearing or appeal rights. Communication with parents/guardians is required. Any student who is issued an in-school disciplinary assignment shall serve such assignment in a supervised learning environment within the school setting and shall be permitted to complete any classroom assignments missed because of the in-school discipline.

Legal R.C. 3313.66, 3313.661

Last Modified by Kevin Brinkman on November 13, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of EMERGENCY REMOVAL OF STUDENTS
Number	po5610.03
Status	
Adopted	July 27, 2005

5610.03 - EMERGENCY REMOVAL OF STUDENTS

If a student's conduct poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on school premises, the Superintendent, principal, associate principal or supervisor may remove the student from curricular activities or from the school premises. A teacher may remove the student from curricular activities under the teacher's supervision, but not from the premises. If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing, as soon as practicable. Because such removal is not subject to the normal suspension and expulsion procedures, no~~Ne~~ prior notice or hearing is required for any removal under this policy. ~~In all cases of normal disciplinary procedures where a student is removed from a curricular activity for less than one (1) school day and is not subject to further suspension or expulsion, the following due process requirements do not apply:~~

~~If the emergency removal exceeds one (1) school day, a~~ due process hearing will be held on the next school day within three (3) school days after the removal is ordered. Written notice of the hearing and the reason for the removal and any intended disciplinary action will be given to the student as soon as practical prior to the hearing. If the student is subject to out-of-school suspension, the student will have the opportunity to appear at an informal hearing before the principal/designee and the right to challenge the reasons for the intended suspension or otherwise explain his/her actions. Within one (1) school day of the decision to suspend, written notification will be given to the parent(s)/guardian(s) of the student ~~and Treasurer of the Board of Education~~. This notice will include the reasons for suspension, the right of the student or parent(s)/guardian(s) to appeal to the Board/designee and the student's right to be represented in all appeal proceedings. If it is probable that the student may be subject to expulsion, the hearing on the next school day after the date of the initial removal will take place within three (3) school days and will be held in accordance with the procedures outlined in the Policy 5611 – Due Process Rights. The person who ordered or requested the removal will be present at the hearing.

A student in any of grades pre-kindergarten through 3 may be removed only for the remainder of the school day, and shall be permitted to return to any curricular and extra-curricular activities on the next school day (following the day in which the student was removed or excluded). When a student in any of grades pre-kindergarten through 3 is removed and returned to his/her curricular and extra-curricular activities the next school day, the Principal is not required to hold a hearing (or provide written notice of same).

The Principal shall not initiate suspension or expulsion proceedings against a student in any grades pre-kindergarten through 3 who was removed unless the student has committed one (1) of the following acts:

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board. Similarly, the Principal can initiate suspension or expulsion proceedings if the student possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in

serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).

C. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

If the Superintendent or principal reinstates a student prior to the hearing for emergency removal, the teacher may request and will be given written reasons for the reinstatement. The teacher cannot refuse to reinstate the student.

In an emergency removal, a student can be kept from class until the matter of the misconduct is disposed of either by reinstatement, suspension or expulsion.

Legal

R.C. Chapter 2506, 3313.66, 3313.661, 3313.662

Last Modified by Kevin Brinkman on November 13, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of DUE PROCESS RIGHTS
Number	po5611
Status	
Adopted	July 27, 2005
Last Revised	April 19, 2006

5611 - DUE PROCESS RIGHTS

The Board of Education recognizes that students have limited ~~waive certain~~ constitutional rights when it comes to, ~~regarding~~ their education.

Accordingly, the Board establishes the following procedures:

A. Student subject to suspension:

When a student is being considered for an out-of-school suspension by the Superintendent, principal, or other administrator:

1. The student will be informed in writing of the potential suspension and the reasons for the proposed action.
2. The student will be provided an opportunity for an informal hearing to challenge the reason for the intended suspension and to explain his/her actions.
3. An attempt will be made to notify parents or guardians by telephone if a suspension is issued.
4. Within one (1) school day of the suspension the Superintendent, principal, or other administrator will notify the parents, guardians, or custodians of the student ~~and the Treasurer of the Board~~. The notice will include the reasons for the suspension and the right of the student, parent, guardian, or custodian to appeal to the Board or its designee; the right to be represented at the appeal. If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information.
5. Notice of this suspension will also be sent to the:
 - a. Superintendent;
 - b. ~~Board Treasurer;~~
 - c. student's school record (not for inclusion in the permanent record).
6. If a student leaves school property without permission immediately upon violation (or suspected violation) of a provision of the Student Code of Conduct or prior to an administrator conducting an informal hearing as specified above, and the student fails to return to school on the following school day, the principal, assistant principal, Superintendent, or any other administrator, may send the student and his/her parent(s)/guardian(s) notice of the suspension, and offer to provide the student and/or his/her parents an informal hearing upon request to discuss the reasons for the suspension and to allow the student to challenge the reasons and to explain his/her actions, any time prior to the end of the suspension period.

Appeal of Suspension to the Board or its designee

The student who is eighteen (18) or older or the student's parent(s) or guardian(s) may appeal the suspension to the Board or its designee. They may be represented in all such appeal proceedings.

A verbatim record will be kept of the hearing which may be held in executive session at the request of the student, parent, or guardian, if held before the Board.

The procedure to pursue such appeal will be provided in regulations approved by the Superintendent. Notice of appeal must be filed with the Treasurer or the Superintendent within five (5) school days of the notice to suspend.

While a hearing before the Board may occur in executive session, the Board must act in public.

Appeal to the Court

Under Ohio law, appeal of the Board's or its designee's decision may be made to the Court of Common Pleas.

B. Students subject to expulsion:

When a student is being considered for expulsion by the Superintendent:

1. The Superintendent will give the student and parent, guardian written notice of the intended expulsion, including reasons for the intended expulsion.
2. The student and parent or representative have the opportunity to appear before the Superintendent or designee to challenge the proposed action or to otherwise explain the student's actions. The written notice will state the time and place to appear, which must not be earlier than three (3) school days nor later than five (5) school days after the notice is given, unless the Superintendent grants an extension upon request of the student or parent.
3. Within one (1) school day of the expulsion, the Superintendent will notify the parents, guardians of the student and Treasurer of the Board. The notice will include the reasons for the expulsion and the right of the student, parent, guardian to appeal to the Board or its designee; the right to be represented at the appeal. If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information.

Appeal of Expulsion to the Board

A student who is eighteen (18) or older or a student's parent(s) or guardian(s) may appeal the expulsion by the Superintendent to the Board or its designee. They may be represented in all such appeal proceedings and will be granted a hearing before the Board or its designee.

A verbatim record will be kept of the hearing which may be held in executive session at the request of the student, parent, or guardian, if it is held before the Board.

The procedure to pursue such appeal will be in accordance with regulations approved by the Superintendent. Notice of intent to appeal must be filed within ten (10) school days of the Superintendent's decision to expel to the Board directly or through the Superintendent's office.

While a hearing before the Board may occur in executive session, the Board must act in public.

Appeal to the Court

Under State law, the decision of the Board or its designee may be further appealed to the Court of Common Pleas.

C. Students subject to emergency removal:

Students whose conduct warrants emergency removal shall be dealt with in accordance with the rights and procedures outlined in Policy 5610.03 – Emergency Removal.

D. Students subject to permanent exclusion:

Students whose conduct is that for which permanent exclusion is warranted shall be dealt with in accordance with the rights and procedures outlined in Policy 5610.01 – Permanent Exclusion of Nondisabled Students.

E. Students subject to suspension from bus riding/transportation privileges:

Students whose conduct warrants suspension from bus riding and/or transportation services shall be dealt with in accordance with the rights and procedures outlined in Policy 5610.04 - Suspension of Bus Riding/Transportation Privileges.

All members of the staff shall use the above procedures when dealing with students. In addition, this statement of due process rights is to be placed in all student handbooks in a manner that will facilitate understanding by students and their parents.

These procedures shall not apply to in-school disciplinary alternatives including in-school reassignments. An in-school reassignment is one served entirely in a supervised learning environment within a school setting. Nor shall these disciplinary alternative procedures apply to students who are prohibited by authorized school personnel from all or part of their participation in co-curricular, interscholastic, and/or noninterscholastic extra- curricular activities.

Legal R.C. 3313.20, 3313.66, 3313.661

Last Modified by Kevin Brinkman on November 13, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of PROCUREMENT – FEDERAL GRANTS/FUNDS
Number	po6325
Status	
Adopted	May 17, 2017

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 maintain a procurement and contract administration system in accordance with the USDOE requirements (2200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration 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 the District's documented general purchasing Policy 6320 and AG 6320A.

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. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis 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 paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote 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 or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest

E. 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

F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to 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 utilize the following methods of procurement:

A. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the District shall 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. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$250,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources. [Drafting Note: The District may define in policy how many quotations are adequate. The number must be greater than one (1).]

C. 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 \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

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

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. 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.

2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

D. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally 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. [Drafting Note: Federal law does not require a competitive proposal unless the procurement is for over \$250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Ohio law requires sealed bids when the Board seeks to build, repair, enlarge, improve, or demolish a school building/facility if the cost will exceed \$50,000 (see Policy 6320).]

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

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

E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

~~The District shall utilize the following methods of procurement:~~

A. ~~Small Purchases~~

~~Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$15,000.00. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.~~

B. 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 \$50,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.~~

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

- ~~1. a complete, adequate, and realistic specification or purchase description is available;~~
- ~~2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and~~
- ~~3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.~~

~~When sealed bids are used, the following requirements apply:~~

- ~~1. 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.~~
- ~~2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.~~
- ~~3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.~~
- ~~4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.~~
- ~~5. The Board reserves the right to reject any or all bids for sound documented reason.~~

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of ~~\$250~~\$150,000, including contract modifications. 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 method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

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. 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.

Since 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 in order 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 possessing the ability to perform successfully under the terms and conditions of the proposed procurement. 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) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who 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 awarding 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 maintains 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).

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2 C.F.R. 200.317 - .326

Last Modified by Kevin Brinkman on November 28, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 Revised MANDATORY REPORTING OF MISCONDUCT BY LICENSED EMPLOYEES
Number	po8141
Status	

8141 - MANDATORY REPORTING OF MISCONDUCT BY LICENSED EMPLOYEES

The Board of Education recognizes its responsibility to effectively address employee misconduct and, where determined appropriate, to provide a measured disciplinary response consistent with due process. In addition, with respect to licensed professional staff members, matters of misconduct, including guilty pleas and/or conviction of certain crimes (including intervention in lieu of conviction and/or pre-trial diversion programs) enumerated by law and/or conduct which is unbecoming to the teaching profession under certain specific circumstances, will be reported by the Superintendent (or Board President if the Superintendent or Treasurer are determined to have engaged in such misconduct) to the Ohio Department of Education.

Definitions

"Licensed professional staff member" refers to Board employees who hold an educator's license or certification with the Ohio Department of Education (ODE) (including the Treasurer and Business Manager), educational assistants (aides with a permit and paraprofessionals with a license from ODE), individuals holding a one (1) year conditional teaching permit in the area of intervention specialist or seeking an alternative educator license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a Pupil Activity Program Permit.

The definition of "conduct unbecoming the teaching profession" is set forth in the Licensure Code of Professional Conduct for Ohio Educators enacted by the Ohio State Board of Education and includes:

- A. crimes or misconduct involving minors;
- B. crimes or misconduct involving school children;
- C. crimes or misconduct involving academic fraud;
- D. crimes or misconduct involving the school community;
- E. making, or causing to be made, any false or misleading statement or concealing a material fact in obtaining the issuance or renewal of any educator licensing documents;
- F. the violation of the terms and conditions of a consent agreement with the State Board of Education;
- G. a plea of guilty to or a finding of guilt or conviction upon any offense enumerated under R.C. 3319.39, or a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein;
- H. a failure to adhere to the Licensure Code of Professional Conduct for Ohio Educators enacted by the Ohio State Board of Education.

Reporting Professional Misconduct

The Superintendent will file a report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members, under any of the following circumstances:

A. When the Board obtains knowledge that a licensed professional staff member has pled guilty, has been found guilty, or has been convicted, and/or subject to a judicial finding for intervention in lieu of conviction and/or participated in a pre-trial diversion program for a crime specified in R.C. 3319.31(B)(2) or R.C. 3319.39(B)(1), including but not limited to any felony, any misdemeanor sex offense, any offense of violence, any theft offense and any drug abuse offense that is not a minor misdemeanor.

[] A comprehensive list of the crimes which must result in a report are set forth in AG 3121.

B. When the Board has initiated termination or non-renewal proceedings against a professional staff member who is reasonably believed to have committed an act that is unbecoming to the teaching profession.

C. When the professional staff member has resigned under threat of termination or non-renewal for any of the reasons set forth in paragraphs A and B above.

D. When the professional staff member has resigned during the course of an investigation of alleged misconduct which is reasonably believed to be unbecoming to the teaching profession.

Reporting Professional Misconduct – Dual Licensure

In addition to required misconduct reporting to the Ohio Department of Education, the Board designates the Superintendent to file reports of misconduct with any other State Professional Board if an employee is required to hold a license or certificate issued by that Board to practice in the school setting. This applies to pupil services employees including school nurses, audiologists, social workers, speech-language pathologists, occupational therapists, assistant occupational therapists, physical therapists, and physical therapy assistants, as well as registered nurses, licensed practical nurses, medication aids, and certified community health workers.

Misconduct by Superintendent or Treasurer

If the employee to whom any of the above conditions apply is either the Superintendent or Treasurer, the Board President shall make the report required under this policy and in accordance with R.C. 3319.313.

Failure to File Report/Filing of False Report

The Board acknowledges that if the Superintendent (or Board President, where applicable) knowingly fails to file a required report of misconduct by a licensed educator or cause a false report of misconduct by a licensed employee of the Board to be filed, they will be subject to criminal penalties under law. In addition, failure to file a required report will subject the designated reporter to a potential denial, limitation, suspension or revocation of the educator license of such designated reporter.

Investigation Reports Regarding Professional Misconduct

Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education, as set forth above, shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any investigation will be moved to a separate public file.

Suspension From Duties Involving Care, Custody or Control of a Child

In accordance with Policy 3138 and Policy 4138, the Superintendent, Treasurer, or Board (depending upon the position of the employee being charged) shall immediately suspend a licensed employee from all duties that require the care, custody, or control of a child during any pending criminal action for which that person has been arrested, summoned and/or indicted for any crimes listed under R.C. 3319.31(C).

[] A comprehensive list of the crimes which must result in a suspension are set forth in AG 3121.

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Legal R.C. 3319.31, 3319.311, 3319.313, 3319.317, 3319.39, 3319.392, 3319.40
A.C. 3301-73-21

Last Modified by Kevin Brinkman on November 13, 2018



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Vol. 37, No. 1 - August 2018 New SCHOOL RESOURCE OFFICER
Number	po8403
Status	

8403 - **SCHOOL RESOURCE OFFICER**

The purpose of the District's School Resource Officer Program is to promote safe, orderly and secure learning environments for students through the activities of law enforcement, fostering a positive school climate, and education. The duties of the School Resource Officer (SRO) are primarily to promote school safety during the school day, to conduct law enforcement activities, to deliver education and collaboration with students and staff, to serve as a positive role model, and to assist in crime prevention and safety consulting. All duties shall be consistent with Federal and State laws, regulations, and police department policies and procedures. The role of the SRO is not to enforce discipline or punish students for violations of the student code of conduct, nor will an SRO be assigned to perform any educational duties in lieu of a certified educator.

The District may engage the services of a School Resource Officer(s) by executing a memorandum of understanding with the law enforcement agency for services. SRO's shall be trained as provided by law, including a basic training program and at least forty (40) hours of school resource officer training within one (1) year of appointment approved by the Ohio peace officer training commission. School Resource Officers employed by the District prior to the enactment of R.C. 3313.951 are exempt from the training requirements.

The memorandum of understanding shall clarify the following areas: the purpose of the SRO program and roles, responsibilities, and expectations between the District, District staff, and the law enforcement agency. It shall include defined goals, background training requirements for the selected officer(s) including child and adolescent development, provide for professional development in relevant areas, protocol for how suspected criminal activity versus school discipline will be handled, coordinated crisis planning and updating school crisis plans, and any other items identified by the parties. ~~The memorandum of understanding shall be available (-) on the District's website. (-) posted in each building and available upon request.~~

The District and law enforcement agency shall agree on criteria for selection of officers, which include but are not limited to a college degree or related college coursework, a minimum of two (2) years of experience as an officer, and an interest in working with youth. The District and law enforcement agency will establish evaluation procedures to support and monitor the activities and performance of the SRO.

~~[-] Students will be provided the opportunity for input during drafting of the memorandum of understanding between the District and the law enforcement agency.~~

The SRO ultimately is accountable to the law enforcement agency but while at school, the SRO also is accountable to the building administration and Superintendent, and is expected to cooperate with school officials and school faculty and be familiar with and follow Board policies, guidelines and procedures, including but not limited to issues of student privacy, discipline, and operating standards for students with disabilities.

School Resource Officers may assist with implementation or amendment of the District's comprehensive emergency management plan and in doing so, must consult with first responders and local law enforcement officials. Other functions of the SRO outlined in the memorandum of understanding may include activities geared towards providing a safe learning environment, providing resources to school staff members, maintaining positive relationships with staff and students, developing community linkages with behavioral health and other community agencies, and developing problem-solving strategies for issues affecting students.

Legal

R.C. 3313.951

Last Modified by Kevin Brinkman on November 28, 2018

12. Board of Education Policy - Approval

The Superintendent recommends that the Board approve the Board of Education policy, as presented:

Policy 6423 – Use of Credit Cards – REVISED

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

TO: Dr. Susan Hayward
FROM: Laura Berryman
DATE: December 3, 2018
RE: Policy Recommendation

Policy 6423 – Use of Credit Cards (Revised)

This policy has been revised to reflect the requirements of Sub. H. B. 312. The legislation specifies certain procedures for the use of credit card accounts by the District and requires adoption of a policy and periodic review of use and security measures for such accounts. The law becomes effective on November 2, 2018.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.



Book	Policy Manual
Section	Policies Adopted by the Board 37-1
Title	Copy of USE OF CREDIT CARDS
Number	po6423
Status	
Adopted	July 27, 2005
Last Revised	May 17, 2017

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.~~

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. 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 maximum limit for any credit card account shall be \$400,000.

[x] 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. (x) transportation reservations and expenses;
- B. (x) conference registrations;
- C. (x) hotel reservation guarantees and expenses;
- D. (x) reasonable meal expenses (both in-town and out-of-town), including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages;
- E. (x) purchases from vendors who do not accept purchase orders or vouchers, with prior approval from Treasurer;
- F. (x) 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;
- G.
- H. (x) other purchases approved by the Treasurer on a case by-case basis.

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/CFO shall retain general possession and control of the credit card account or presentation instruments related to an account, such as credit cards and checks.

The Superintendent shall develop administrative guidelines that specify those employees authorized to use credit cards, the types of expenses which can be paid by credit card, and their proper supervision and use. Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements set forth in the administrative guidelines 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 / Directors / Supervisors
- D. Teachers
- E. Classified Staff

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

- A. date needed,
- B. date to be returned,
- C. purpose,
- D. vendor
- E. authorization,
- F.

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, and do not auto-save credit card number for any online account;
- 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 in a timely manner to ensure prompt payment;
- F. immediately notify his/her immediate supervisor and the Treasurer if the card is lost or stolen, or if s/he becomes aware of a data breach which may involve the card;
- G. refrain from allowing anyone else to use the credit card or account number;
- H. 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 along with appropriate receipt copies of all charges within one (1) business days upon completion of any approved use.

Employees, when possible, shall include an original cash register slip or other detailed receipt (i.e., a receipt from a restaurant itemizing all purchases made), in addition to the receipt copy of all charges. In addition, employees shall include, shipping documents and receipts received with the merchandise.

Employees shall specify on the back of the receipt the following information:

- A. a brief description of the school-related purpose of the purchase
- B. the names and affiliation of each attendee if a purchase is made on behalf of a group of individuals
- C.

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 seven (7) business days.

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

The Treasurer 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 Treasurer's initials and/or signature.

In addition to evidencing review and approval of the purchase, the Treasurer 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 Treasurer 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.

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

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

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. ~~The Board directs the Superintendent to determine and specify those employees authorized to use District credit cards. The Superintendent and/or the Treasurer/CFO shall be responsible for giving direction to and supervising such employees' use of District credit cards.~~

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Legal R.C. 2921.01, 2913.21, 3313.311

Last Modified by Lori Berryman on December 13, 2018

13. Job Description

The Superintendent recommends that the Board of Education hold first reading on the job description, as presented:

A. Dispatcher

Motion to waive first reading:

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

RECOMMENDATION IF FIRST READING IS WAIVED:

The Superintendent recommends that the Board of Education approve job description, as presented:

A. Dispatcher

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

Reports to: Director of Transportation

Classification: Non-Bargaining Classified Employee

Education and Experience:

- High School Diploma
- Valid Ohio Class B CDL with S/P endorsement.
- Participation in a minimum of four hours of transportation related in-service training yearly, and completion of the recertification of Ohio Pre-Service Driver Training Program once every six years.
- Satisfactory driving record

Knowledge, Skills & Abilities:

- Knowledge of school transportation and bus repair.
- Fleet scheduling.
- Computer literacy, routing software, and spreadsheets.
- Effective communication, written and verbal.
- Demonstrated ability to work cooperatively and respectfully with staff, students, parents, and the public.
- Demonstrates reliability, timeliness and good attendance.
- Demonstration of and commitment to Washington Local School District's Core Values: Courage, Dedication, Dignity, Excellence, Gratitude, Honesty, Loyalty, Respect, Responsibility, Service, Teamwork, and Trust.

Essential Functions:

1. In compliance with safety standards and all applicable rules and regulations, direct all aspects of the transportation department.
 - Safe and efficient routing and transportation of eligible students
 - Training, in-service, and certification of employees
 - Total vehicle maintenance and inspection program
2. Assist with development, changing, and monitoring bus routes utilizing computer programs and ensure on-going notification to drivers, students, parents and administrators.
3. Assist with on-going monitoring of procedures for:
 - Fleet safety
 - Efficiency of routing
 - Cameras on buses
4. Assist the Director with:
 - Investigation of accidents and timely filing of reports
 - Generating and maintaining payroll and personnel records
 - Inspection of buses and maintenance of records
 - Evaluations
 - Occasional assistance or responsibility with discipline as needed

5. Assist with appropriate record-keeping procedures for:
 - Inventory of transportation fleet and equipment
 - Personnel files
 - Departmental budgets and documentation of expenditures
 - Vendor files
 - Supply and equipment accounts
 - State inspections, records, reports, forms
6. Conduct day-to-day operations including:
 - Scheduling field trips, athletic trips, special events for buses and vans
 - Securing substitute employees
 - Filing of accident reports
7. Attend meetings and workshops as required.

ADDITIONAL DUTIES AND RESPONSIBILITIES

1. Responsible for knowledge of and compliance with:
 - Board of Education policies
 - Job description requirements
 - Master Agreements
 - Reference Handbook for Non-Bargaining Classified Employees
 - Administrative directives
2. Perform other duties as assigned by the Assistant Superintendent
3. Comply with applicable state and federal laws, Board of Education policy, administrative and supervisory directives and terms of the Non-Bargaining Classified Master Agreement.

Working Conditions

- Benefits per Non-Bargaining Classified Reference Handbook with the exception of the Retirement Pick-up and the SERS Retirement Pick-up (Pick-up on Pick-up). These benefits are not provided for this position.
- Possible contact with unruly students
- Possible occasional exposure to blood, bodily fluids, tissue
- Possible occasional exposure to hazardous chemicals

14. Executive Session

The Superintendent recommends that the Board of Education enter into Executive Session to:

1. Consider the **APPOINTMENT** of a public employee or official.
2. Consider the **EMPLOYMENT** of a public employee or official.
3. Consider the **DISMISSAL** of a public employee or official.
4. Consider the **DISCIPLINE** of a public employee or official.
5. Consider the **PROMOTION** of a public employee or official.
6. Consider the **DEMOTION** of a public employee or official.
7. Consider the **COMPENSATION** of a public employee or official.
8. Consider the **INVESTIGATION OF CHARGES OR COMPLAINTS** against a public employee, official, licensee, or student.
9. Consider the **PURCHASE OF PROPERTY** for public purposes.
10. Consider the **SALE OF PROPERTY** at competitive bidding.
11. **CONFER WITH AN ATTORNEY** for the Board of Education concerning disputes involving the Board that are the subject of pending or imminent court action.
12. **CONSIDER INFORMATION THAT CONCERNS A DISPUTE** which is or may become subject to litigation or other legal proceeding, and would be harmful to the interests of the School District if disclosed to any opposing party or parties.
13. **CONSIDER INFORMATION THAT CONCERNS A PROPOSED NEGOTIATION AND/OR CONTRACTUAL AGREEMENT** with a person, firm, labor organization, or governmental entity, and would impair the School District's position with respect to such negotiations or agreement(s) if such information were to be disclosed publicly.
14. **PREPARE FOR NEGOTIATIONS OR BARGAINING SESSIONS** with public employees concerning their compensation or other terms and conditions of employment.
15. **CONDUCT NEGOTIATIONS OR BARGAINING SESSIONS** with public employees concerning their compensation or other terms and conditions of employment.
16. **REVIEW NEGOTIATIONS OR BARGAINING SESSIONS** with public employees concerning their compensation or other terms and conditions of employment.
17. **CONSIDER MATTERS REQUIRED TO BE KEPT CONFIDENTIAL** by federal law or regulations or state statutes.
18. **DISCUSS DETAILS RELATIVE TO THE SECURITY ARRANGEMENTS** and emergency response protocols for the Board of Education.
19. **CONSIDER CONFIDENTIAL INFORMATION** related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.
20. **CONSIDER CONFIDENTIAL INFORMATION** related to negotiations with other political subdivisions respecting requests for economic development assistance.

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

TIME ENTERED INTO EXECUTIVE SESSION: _____ P.M.

Let the minutes reflect that at _____ P.M., the Washington Local Board of Education **RETURNED FROM** Executive Session and did, in fact:

- # _____ (list numbers from above list as appropriate)

All board of education members returned to the meeting.

The following board member(s) did not return to the meeting: _____

15. Real Estate Purchase Agreement: New Hope Evangelical Lutheran Church

The Treasurer recommends that the Board of Education enter into the Real Estate Purchase Agreement, by adopting the following resolution:

WASHINGTON LOCAL SCHOOLS BOARD RESOLUTION

BE IT RESOLVED, that the Board of Education enter into the Real Estate Purchase Agreement for the purchase of the real property located at 2032 East Harbor Avenue, Toledo, OH 43611 (the "Property"), from New Hope Evangelical Lutheran Church, in the form attached hereto as Exhibit A, for a purchase price of \$100,000.00, with consideration given for a donation from Seller to Whitmer High School for school scholarships in an amount determined at the sole discretion of the Seller, with a preference given to former Shoreland Elementary students (the "Purchase Agreement").

BE IT FURTHER RESOLVED, that upon the satisfaction of all conditions in the Purchase Agreement, the President of the Board and The Board Treasurer are hereby authorized to execute any and all documents, and take any all actions, necessary to consummate the purchase of the Property.

Moved by: _____

Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is executed as of the 16th day of January, 2019 (the “Agreement Date”), by and between New Hope Evangelical Lutheran Church, a non-profit organization (“Seller”), and **The Board of Education of Washington Local School District, Lucas County, Ohio** (“Buyer”), who acknowledge that the following facts are true:

A. Seller is the owner in fee simple of certain real estate consisting of approximately 1.755 acres, related appurtenances, rights, privileges, interests, easements and any improvements, structures and/or fixtures located thereon located in Lucas County, Ohio, as more particularly described on the attached Exhibit A, which is incorporated herein by reference (the “Property”); and

B. Buyer desires to purchase and Seller desires to sell the Property;

AND, in consideration of the mutual covenants hereinafter contained, Seller and Buyer agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase the Property for the price and subject to the terms and conditions hereinafter set forth.
2. Purchase Price. The purchase price for the Property (the “Purchase Price”) shall be One Hundred Thousand Dollars and No Cents (\$100,000.00), and consideration given for a donation from Seller to Whitmer High School for school scholarships in an amount determined at the sole discretion of the Seller, with a preference given to former Shoreland Elementary students.
3. Payment of Purchase Price. The Purchase Price shall be paid to Seller as follows:

Upon execution of this Agreement by both Buyer and Seller, Buyer shall deposit with First American Title Insurance Company (“Title Insurer”) an earnest money deposit in the amount of Five Thousand Dollars and No Cents (\$5,000.00) (the “Earnest Money”). The Earnest Money shall be invested by Title Insurer in such manner as directed by Buyer. Any interest earned while such Earnest Money is held in escrow (“Interest”) shall be added to and become a part of the Earnest Money. The Earnest Money (including any Interest) shall be applied, returned or retained in accordance with the terms of this Agreement. In the event of the closing of this transaction, the Deposit (including any Interest) shall be applied to the Purchase Price. Any taxes due with respect to any Interest shall be the obligation of Buyer.

At Closing, Buyer shall pay to Seller the Purchase Price, minus the Earnest Money plus or minus any prorations and adjustments made pursuant to this Agreement, in cash, certified check, wire transfer or other immediately available funds.

4. Conditions Precedent. Buyer's obligations under this Agreement are subject to final approval of this Agreement by action of Buyer at a duly called Board meeting, and by the satisfaction or waiver in writing by Buyer of the following conditions (the "Conditions") contained in Sections 5 through 7 of this Agreement, including Buyer's satisfaction with the surveys, reports and documents obtained in connection therewith.
5. Seller's Title.
 - (a) Within fifteen (15) days after the Agreement Date, Seller, at Seller's expense, shall cause to be delivered to Buyer a commitment for an owner's policy of title insurance (the "Title Commitment") issued by Title Insurer in which the Title Insurer shall agree to insure, for the full amount of the Purchase Price, merchantable title to the Property in the name of Buyer, free from all exceptions except for the Permitted Exceptions (as defined in Subsection 5(b) below), after delivery of the documents required in Section 11 hereof to Buyer from Seller. Such Title Commitment shall have attached thereto complete, legible copies of all instruments noted as exceptions therein.
 - (b) If (1) the Title Commitment reflects any exceptions to title that would render the title unmerchantable, or (2) the Survey delivered to Buyer pursuant to Section 6 below discloses any state of fact that would have a material adverse effect on the use of the Property, or (3) at any time prior to Closing, title to the Property is encumbered by any additional title exception that would unreasonably hinder or affect Buyer's intended use of the Property (any such exception or unacceptable state of fact being referred to herein as a "Title Defect"), then Buyer shall, within fifteen (15) days following receipt of the Title Commitment or discovery of the Title Defect, as the case may be, give Seller written notice of such Title Defect. Seller may, but shall not be required, to remove such Title Defect or obtain affirmative title insurance coverage insuring and defending against any loss, cost or expense arising out of or related to such Title Defect ("Affirmative Coverage"). Any exception or Title Defect to which Buyer does not timely object as provided herein shall be deemed a "Permitted Exception," and Buyer shall take title subject thereto.
 - (c) Seller shall pay all costs and expenses related to the Title Commitment and the cost of a title insurance policy in favor of Buyer in the amount of the Purchase Price. Buyer shall pay all costs and expenses related to the title insurance in excess of the cost of the Title Commitment and the title insurance policy. Any closing fee of the Title Insurer shall be paid equally by Buyer and Seller. Seller shall pay the cost of recording any mortgage or lien releases, and the conveyance fee. Buyer shall pay the cost of recording the deed.
6. Survey. Within ten (10) days after the Agreement Date, Seller shall provide to Buyer any surveys of the Property (the "Survey") that Seller has. Buyer shall then, at its expense and at its discretion, cause such other surveys of the Property, as Buyer desires, to be prepared by a registered land surveyor satisfactory to Buyer.

7. Environmental. Within ten (10) days after the Agreement Date, Seller shall provide Buyer with all environmental studies/investigations regarding the Property which Seller has in its possession or to which Seller has access. Buyer shall be entitled to conduct additional environmental studies/investigations, and all findings shall be deemed satisfactory to Buyer in Buyer's sole opinion. Any borings or other intrusive environmental testing shall be done with advance permission and consent from the Seller, which shall not be unreasonably withheld. Furthermore, Buyer and its environmental subcontractor shall be fully responsible for restoration of the Property to its original condition as of the date Buyer commenced its environmental studies/investigations.
8. Cooperation of Seller. Seller shall assist Buyer and its representatives, whenever reasonably requested by Buyer, in obtaining information about the Property, provided, however, that Buyer shall reimburse Seller for any costs (as approved by Buyer) incurred by Seller in connection with any such requested assistance.
9. Taxes and Assessments. Buyer assumes and agrees to pay (a) all assessments for municipal improvements becoming due and payable after the Closing and (b) so much of the real estate taxes and assessments assessed against the Property becoming due and payable for the calendar year in which such Closing occurs as shall be allocable to Buyer for the period on and after the Closing, using the Lucas County method of apportionment and Seller shall pay the balance of such taxes and assessments, using, for Closing purposes, the tax rate and valuation assessment existing at the Closing Date if the applicable tax rate or assessment has not then been determined. Any taxes and assessments not assumed by Buyer and not due and payable at the time of closing shall be allowed to Buyer as a credit against the cash payment required on Closing, and Seller shall not be further liable for such taxes.
10. Insurance and Risk of Loss. Seller's insurance on the Property shall be cancelled as of the Closing. In the event that, prior to Closing, all or any portions of the Property, any interests therein, or any rights appurtenant thereto are destroyed by fire or casualty or are taken or appropriated (either permanently or for temporary periods) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at the Closing, then Buyer, at its option, may either (a) cancel this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Buyer and neither party shall have any further obligation hereunder, or (b) elect to proceed with Closing, in which event at Buyer's option (i) the Purchase Price shall be reduced by an amount equal to any sums actually received by Seller from any insurance carrier or by the condemning authority by reason of such taking, appropriation or action or proceeding in lieu thereof, or (ii) Buyer may accept an assignment of the proceeds of condemnation.
11. Closing Deliveries for the Buyer. As a condition to the Buyer's obligation to proceed with the Closing, the Buyer shall have received, at or prior to Closing, each of the following:

- (a) a general warranty deed duly executed, acknowledged and delivered by the Seller, in a form acceptable to the Buyer and the Title Insurer conveying fee simple title to the Property to Buyer subject only to the Permitted Exceptions (the “Deed”);
 - (b) any and all applicable transfer or sale disclosure statements required by applicable law duly executed, acknowledged and delivered by the Seller;
 - (c) a certification of non-foreign status pursuant to Section 1445(b)(2) of the Internal Revenue Code, duly executed, acknowledged and delivered by the Seller;
 - (d) a closing statement duly executed and delivered by the Seller; and
 - (e) such other instruments, certificates or affidavits as may be provided herein or as Buyer or Title Insurer may reasonably request, duly executed, acknowledged and delivered by the Seller, to carry out the intention of the parties hereunder.
12. Closing Deliveries for the Seller. As a condition to the Seller’s obligation to proceed with the Closing, the Seller shall have received, at or prior to Closing, each of the following:
- (a) the Purchase Price, less any closing prorations provided for herein and less the amount of Earnest Money and interest thereon which shall be applied to the Purchase Price;
 - (b) any and all applicable transfer or sale disclosure statements required by applicable law duly executed, acknowledged and delivered by the Buyer;
 - (c) a closing statement duly executed and delivered by the Buyer; and
 - (d) such other instruments, certificates or affidavits as may be provided herein or as the Seller or Title Insurer may reasonably request, duly executed, acknowledged and delivered by the Buyer, to carry out the intention of the parties hereunder.
13. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition as it is now, free and clear of the claims of any other party.
14. Rights and Obligations. The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors and assigns.
15. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered either in person or by certified or registered first-class prepaid mail, return receipt requested, to Seller or Buyer at their respective addresses set forth below, or at such other address, notice of which may have been given to the other party in accordance with this section.

Seller: New Hope Evangelical Lutheran Church
2032 East Harbor Avenue
Toledo, OH 43611

Copy to: Hunt Sears
1656 Henthorne Dr. Suite 200
Maumee, OH 43537

Buyer: Washington Local School District
Jeffery Fouke, Treasurer
Washington Local Schools
3505 W. Lincolnshire Blvd.
Toledo, OH 43606

Copy to: Richard E. Wolff, Esq.
Spengler Nathanson PLL
Four SeaGate, Suite 400
Toledo, OH 43604-2622

Any notice given in accordance with this section shall be deemed to have been duly given or delivered on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.

16. Closing. Closing shall occur on or before March 1, 2019, unless otherwise agreed by the parties. Seller shall have until March 15, 2019, to remove all of its personal property from the Property.
17. AS IS Condition. Buyer acknowledges and agrees that it is purchasing the Property in an "AS IS," "WHERE IS", "WITH ALL FAULTS" condition and that Seller makes no representation or warranty, express or implied, with respect to the condition of the Property or its fitness or suitability for Buyer's intended use, including, but not limited to, express or implied representations or warranties of habitability, or fitness for a particular purpose. Provided however, nothing in this Section 16 shall negate (a) Seller's obligation to transfer merchantable title as required in Section 5(a) above, or (b) the general warranty covenants in the deed to be provided by Seller under Section 11(a) hereof. Buyer confirms that it is relying solely on its own investigations of the present condition of the Property and all governmental laws, and ordinances that might affect its use and development. Buyer acknowledges that any documents furnished to Buyer by Seller relating to the property shall be deemed furnished as a courtesy to Buyer but without any warranty from Seller.
18. Assignment. Buyer shall not be entitled to assign this Agreement or its rights under this Agreement to any person or entity without Seller's prior written consent, which consent may be withheld in Seller's sole discretion; provided, however, Buyer shall be entitled to assign this Agreement to any affiliate of Buyer.
19. Complete Agreement. This Agreement represents the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Agreement except by a written agreement executed by Seller and Buyer.

20. Authorized Signatories. The persons executing this Agreement for and on behalf of Buyer and Seller each represent that they have the requisite authority to bind the entities on whose behalf they are signing.
21. Partial Invalidity. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
22. Use of Brokers. Seller has engaged Miller-Danberry as a real estate broker for the Property and Seller shall be solely responsible for any fees and/or commissions payable to Miller-Danberry with respect to this Agreement and the transaction contemplated herein. Other than Seller's engagement of Miller-Danberry, each of the parties represents it has not contacted or engaged any other broker or agent in connection with the Property. Seller and Buyer each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, expense or claim incurred by reason of any brokerage commission or finder's fee alleged to be payable to someone because of any act, omission or statement of the indemnifying party. Such indemnity obligation shall be deemed to include the payment of reasonable attorney's fees and court costs incurred in defending any such claim.
23. Time of the Essence. Time is of the essence for the performance of each and every covenant contained herein.
24. Governing Law; Construction. (a) This Agreement shall be interpreted and enforced according to the laws of the State of Ohio; (b) all headings and sections of this Agreement are inserted for convenience only and do not form part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof; (c) this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement; (d) the provisions of this Agreement are intended for the sole benefit of the parties hereto and their respective successors and assigns, and none of the provisions of this Agreement are intended to be nor shall they be construed to be for the benefit of any third party.
25. Tax Deferred Exchange. Buyer and Seller shall each have the right to enter into appropriate "deferred like-kind exchange" agreements with a trust, qualified intermediary, qualified escrow or other means all in compliance with "tax deferred exchange" rules and regulations of Section 1031 of the U.S. Internal Revenue Code. If either party hereto makes such election, the other party hereto agrees to cooperate, at no additional expense to themselves, with such electing party to accomplish such exchange.
26. Default and Remedies.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Buyer, the Earnest Money shall be forfeited to Seller as full liquidated damages, and Seller shall have no further rights to a claim for damages, specific performance or otherwise, and this Agreement shall be of no further force and effect. Seller and Buyer expressly

recognize the difficulty of precisely ascertaining the amount of damages to the Seller in the event of a default by the Buyer hereunder and declare and agree that the liquidated damages set forth herein represent reasonable damages to Seller.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Seller, or otherwise without fault on the part of Buyer, then the Earnest Money shall be returned immediately to Buyer, and Buyer may thereupon avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the failure, without fault on the part of either party, to satisfy the conditions set forth in Section 4-7 above, and Buyer does not waive them, then the Earnest Money, together with all interest earned thereon, shall be returned immediately to Buyer, and this Agreement shall terminate without further liability on the part of either party and shall be of no further force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

“Seller”

By: _____
_____, _____

“Buyer”

The Board of Education of Washington Local
School District, Lucas County, Ohio

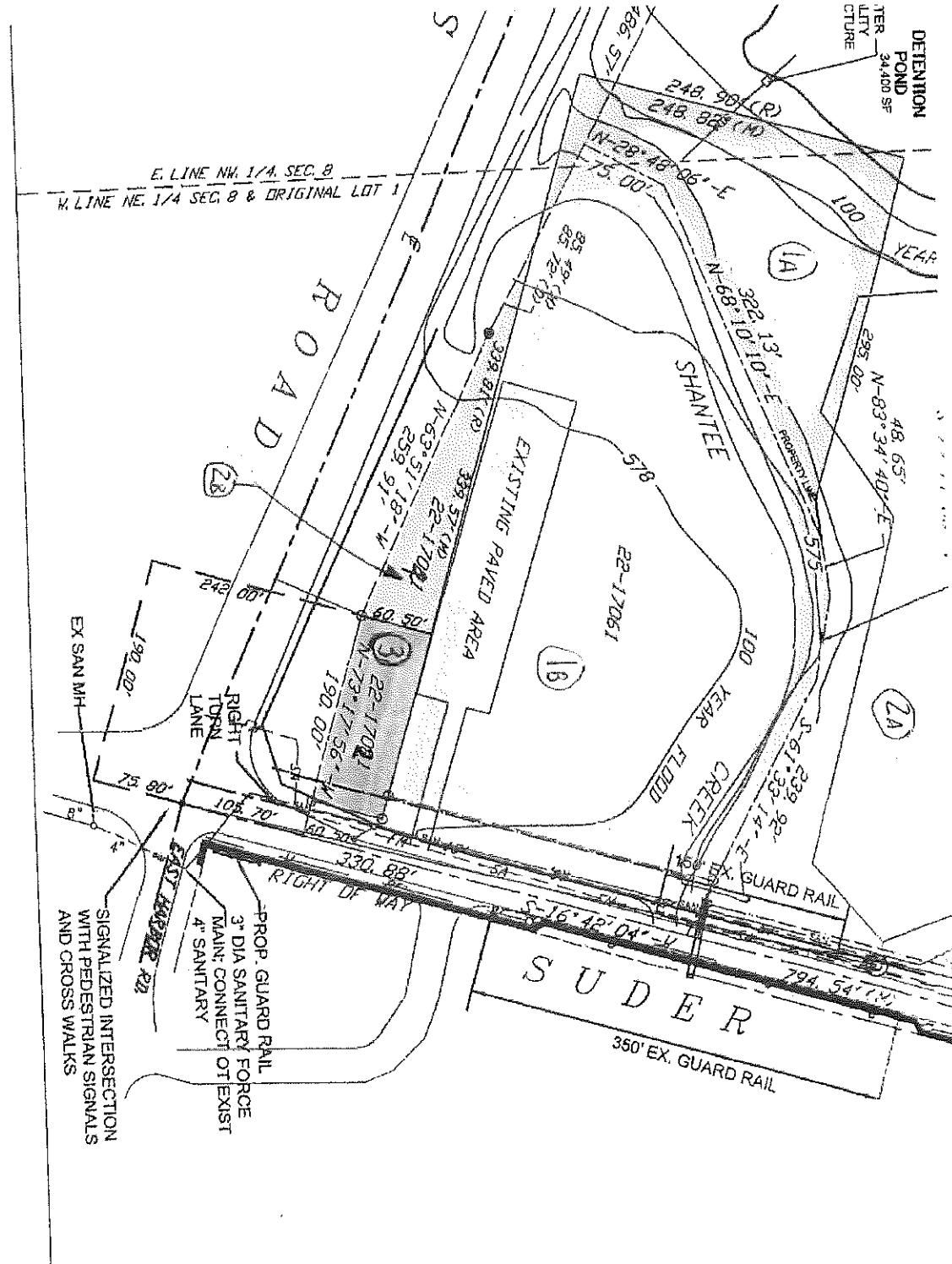
By: _____
Mark Hughes, Board President

By: _____
Jeffery S. Fouke, Treasurer

EXHIBIT A

Legal Description

Designated Parcels 1B, 2B and 3 consisting of 4.035 acres per the attached drawing. Full legal description to be furnished prior to Closing and delineated in the title insurance policy.



16. Personnel

The Superintendent recommends that the Board of Education approve, via consent motion, personnel items as presented:

1. RESIGNATIONS

A. Certified Personnel

- | | | |
|---------------------|---------------------------|-------------------------------------|
| 1. Karon O’Sullivan | Medical Technology
CTC | 06/30/2019
Retirement
23 yrs. |
|---------------------|---------------------------|-------------------------------------|

B. Classified Personnel

- | | | |
|---------------------|-------------------------------------|---------------------------|
| 1. Christine Hutson | Bus Driver
Transportation | 12/21/2018
Resignation |
| 2. Crystal Liska | Nutrition Service Worker
Jackman | 12/07/2018
Resignation |

2. LEAVES OF ABSENCE

A. Certified Personnel

- | | | |
|--------------------|-----------------|-------------------------|
| 1. Krista Schindel | Maternity Leave | 01/17/2019 – 03/01/2019 |
| 2. Janette Warren | Medical Leave | 01/25/2019 – 03/04/2019 |

B. Classified Personnel

- | | | |
|-------------------|--------------------|-------------------------|
| 1. Crystal Lewis | Ext. Medical Leave | 01/01/2019 – 01/31/2019 |
| 2. Kimberly Lopez | Medical Leave | 12/12/2018 – 01/16/2019 |
| 3. Douglas Sams | Ext. Medical Leave | 01/01/2019 – 01/14/2019 |

B. Workers Compensation

- | | | |
|--------------------|--------------|-------------------------|
| 1. Maria Donbrosky | Unpaid Leave | 02/01/2019 – 03/31/2019 |
| 2. Peter Gramza | Unpaid Leave | 02/01/2019 – 03/31/2019 |
| 3. Leslie Lewallen | Unpaid Leave | 02/01/2019 – 03/31/2019 |

3. NOMINATIONS – 2018/19

A. Administrative Personnel

1. Richard Merritt Supervisor of Facilities/Technical Services
Retire/Rehire Maintenance
12 Months
Sched. 6.1.1, Step 3 @ \$71,894
Effective: January 17, 2019

B. Classified Personnel

1. Harold Cilley Bus Driver – Transportation 01/17/2019
4 hrs./day
Sched. L, Step 3 @ \$19.93/hr.
2. Dylan Deiter Nutrition Service Worker – Jefferson 01/17/2019
2 hrs./day
Sched. O, Step 0 @ \$14.06/hr.
3. Patricia Nelms Nutrition Service Worker – Jefferson 01/17/2019
2 hrs./day
Sched. O, Step 0 @ \$14.06/hr.
4. Daniel Sams Nutrition Service Worker – Meadowvale 01/17/2019
2 hrs./day
Sched. O, Step 0 @ \$14.06/hr.
5. Ashlee Tatkowski Nutrition Service Worker – Hiawatha 01/17/2019
2 hrs./day
Sched. O, Step 0 @ \$14.06/hr.

C. Extra Duty Index Personnel

1. Lindsay Bolding** #110L-b Spch/Dbate Asst. Coach(50%) \$ 1,126.00
2. Trey Caris** #054-1b Baseball-Fresh Coach(35%) \$ 1,708.00
3. Eric Komorowski** #055 Baseball – Elem Coordinator \$ 1,126.00
4. Blake Merrill** #053-3b Baseball-Assoc Coach(35%) \$ 1,839.00
5. Donald Molloy #053-2b Baseball-Assoc Coach(45%) \$ 2,365.00
6. Donald Molloy #053-3c Baseball-Assoc Coach(10%) \$ 526.00
7. Scott Pfeifer** #053-3a Baseball-Assoc Coach(55%) \$ 2,890.00
8. Mark Rabbitt #053-1 Baseball-Assoc Coach \$ 5,518.00
9. Hayden Reamer #054-1a Baseball-Fresh Coach(65%) \$ 3,172.00
10. Steven Sumner** #053-2a Baseball-Assoc Coach(55%) \$ 2,890.00

**Consultants

**D. Extra Duty Index Personnel
Accepting Services for Coaching**

1. Jeremy Bieniek Baseball
2. Jason Breed Baseball
3. Logan Calvin Wrestling

E. Substitute Certified Personnel

1. Christopher Jaquillard
2. Kayla Kowalski
3. Brittany Melden
4. Jan Tropsch

F. Substitute Classified Personnel

1. Rebecca Brugger
2. Donald Dottei, Jr.

G. Home Instruction Personnel @ \$27.53/hr.

1. Autumn Harris

H. Transportation Trip Assignors @ \$750.00 each

1. Julie Adams
2. Lisa Peters

I. Elementary Music Program

1. Anthony Blank	Meadowvale	December 17, 2018	\$	200.00
2. Michelle Brunkhorst	Jackman	December 13, 2018	\$	200.00
3. Beverly Fandrey	McGregor	December 11, 2018	\$	200.00
4. Lena Miller	Hiawatha	December 12, 2018	\$	200.00
5. Lena Miller	Wernert	December 17, 2018	\$	200.00

**J. A.C.T. Preparation Camp Tutors @ \$27.53/hr.
Various Dates from January 3, 2019 – February 20, 2019**

1. Matthew Mullan

K. Instructor Tutor Advisors @ \$100.00 each per school year

1. Charles Bott
2. Kelly Cowan

3. Danielle Darling
4. Layla Diebert
5. Lynn Jager*
6. Tracy Michaelis*
7. Andrea Weaver
8. Tricia Wilkin
9. Jennifer Woerner

*Mentors will split the \$100.00 stipend

4. CHANGE OF CONTRACTS

A. Certified Personnel

- | | |
|---------------------|---|
| 1. Wendy McCall | McGregor
From Trng. 5.5 (M.A.+18), Step 24 @ \$88,392 to Trng. 6 (SPEC), Step 24 @ \$88,392
Effective: 2nd Semester |
| 2. Cherilyn Schober | Washington
From Trng. 5 (M.A.), Step 17 @ \$81,534 to Trng. 5.5 (M.A.+18), Step 17 @ \$83,820
Effective: 2nd Semester |

B. Classified Personnel

- | | |
|-------------------|--|
| 1. Pamela Perkins | From Classroom Aide – Whitmer (4 hrs./day) to Classroom Aide – Whitmer (7 hrs./day). No change in Schedule, Step, or Hourly Rate.
Effective: December 20, 2018 |
|-------------------|--|

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

17. Law Firm Contract

The Superintendent recommends that the Board of Education approve Washington Local Schools to enter into contract with Taft Law Firm for Government Affairs Services, as presented:

Taft Stettinius & Hollister LLP (“Taft”)

Government Affairs Services as part of a broad group of school districts regarding K-12 education funding.....\$5,000

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

18. Levy Discussion

Levy Discussion:

19. Adjournment

Moved by: _____ Seconded by: _____

Mr. Ilstrup _____ Ms. Canales _____ Mr. Hughes _____ Mr. Hunter _____ Mr. Sharp _____

Motion to adjourn carried _____ Yes _____ No
_____ Absent _____ Abstention

Let the record show that an audio recording of this meeting has been made and is on file in the Office of the Treasurer.

The meeting stands adjourned at _____ P.M.