

August 8, 2018
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. Community Comment

SUPERINTENDENT'S REPORT
BOARD COMMUNICATION
ADMINISTRATOR REPORT

SUPERINTENDENT'S RECOMMENDATIONS

2. Purchases Over \$25,000
3. Government Resolutions
4. Payment-in-Lieu of Transportation Resolution
5. Executive Session
6. Personnel
7. Adjournment

1. Opening

A. Call to Order by the President

The August 8, 2018 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

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

Also present:

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

C. Pledge of Allegiance

D. 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. 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:

A. NCS Pearson

Request from Dr. Bob Gulick, Director of Technology
Renewal of the NCS Pearson SchoolNet License for SY2018
Purchase Total.....**\$36,150.00**

B. ALICE Online Training

Request from Brian Davis, Assistant Superintendent
ALICE online training program for the next three years (total of \$28,773.00,
paid in three annual installments of \$9,591.00
Purchase Total.....**\$28,773.00**

C. Positive Action

Request from Neil Rochotte, Director of Student Services
Materials and Professional Development Resources for Social Emotional
Learning (SEL) Curriculum for grades K-6
Purchase Total.....**\$76,846.25**

Moved by: _____ Seconded by: _____

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

TO: Susan Hayward, PH.D.

RE: Recommendation to the WLS Board to

DATE: Renew NCS Pearson SchoolNet License for 2018

Executive Summary

This is a renewal of the NCS Pearson SchoolNet License for an online data warehouse tool. This tool enables the district to create custom online student assessments and combine those results with all other available student data into a single reporting and analysis tool for student and staff use. The licensing for SY2018 is \$36,150.00.

Details

SchoolNet (IIS) is our data warehousing tool for student information. We have been using SchoolNet since SY2015 for the storage of student demographic data management and reporting, student academic performance data, creation and administration of online formative and summative assessments, and instructional support through student performance feedback. This tool allows for all of our student support systems to be consolidated into one tool. One of the main features that makes SchoolNet so functional is that it directly links to PowerSchool. PowerSchool is the tool that Washington Local Schools uses to manage all student demographics, schedules, grades and state reporting information.

This purchase continues to provide the following:

- Enables the district to have one location for the storage and retrieval of student academic performance data.
- Enables the teaching and administrative staff to utilize a data warehousing tool to make data-based decisions to improve student academic performance.
- Provides a platform for creating and issuing online formative and summative assessments to assist with instruction and to help prepare our students for the online Ohio State Tests.
- Allows student online assessments to be automatically scored with the option of uploading the results into PowerSchool Grade Book
- Provides students with immediate feedback to assist them in setting authentic learning goals through a Web Portal.

The annual subscription for SY2018 is The total cost of this tool is \$36,150.00.

This is a single-source renewal.

After reviewing the quotes, I would recommend that we accept the quote from NCS Pearson for a total price of \$36,150.00.

INVOICE

INVOICE NUMBER:	4726528
TAX ID. NO.:	41-0850527
DATE:	01-JUL-17
Page 1 of 1	
CUSTOMER NO.:	1059130
CREDIT REF. NO.:	

BILL TO:

ATTN: ACCOUNTS PAYABLE
 WASHINGTON LOCAL SD
 NETWORK ADMINISTRATION
 3505 W LINCOLNSHIRE BLVD
 TOLEDO, OH 43606

LOCATED AT:

WASHINGTON LOCAL SD
 NETWORK ADMINISTRATION
 3505 W LINCOLNSHIRE BLVD
 TOLEDO, OH 43606

Reference Number: 6156178

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION			
PURCHASE ORDER:		(MOST RECENT SHIPMENT)		TERMS:	PAY ON RECEIPT		
CUSTOMER CONTRACT NUMBER:		SHIP DATE:		DUE DATE:	01-JUL-17		
NCS CONTRACT NUMBER:		CARRIER:		CONTACT:	horacio.aguilar@pearson.com		
6156178		B/L NUMBER:		800-843-0019			
				201-767-5029 (Fax)			
				horacio.aguilar@pearson.com (e-mail)			
DESCRIPTION		U/M	QTY	UNIT PRICE	EXTENDED PRICE		
SN4PSSUBSCRIPTI ON		Each	7230	5.00	36,150.00		
Schoolnet Subscription Licenses for the period of 07/01/2017 through 06/30/2018							
INVOICE SUMMARY:		TOTAL FOR ALL LINE ITEMS				38,150.00	
		5.75% STATE TAX				0.00	
		1.50% COUNTY TAX				0.00	
		0.00% CITY TAX				0.00	
SUBTOTAL				TAX	TOTAL		
					(USD)		
36,150.00				0.00	36,150.00		

Remit by Check to:
 NCS PEARSON, INC.
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

ORIGINAL

Brian E. Davis, M.A.
Assistant Superintendent



Ph: 419.473.8222
Fax: 419.473.8247

washington local schools

MEMO: Executive Summary
RE: ALICE Online Training
DATE: July 31, 2018
FROM: Brian Davis

ALICE (Alert Lockdown Inform Counter Evacuate) is a training program designed to prepare individuals to handle the threat of an active shooter. ALICE teaches individuals to participate in their own survival, while leading others to safety. We have been using ALICE in Washington Local Schools for student and staff active shooter training since 2014. This new online training module, along with on-site training with ALICE trained instructors, will provide our staff with a more comprehensive blended learning experience. Staff will access this training module in a similar fashion to how they currently access SAFE Schools modules.

This purchase will provide the following:

- All district staff will be able to access information that will better prepare them for an active shooter scenario.
- All district staff will have access to this information in an online format.
- All district staff will be able to reinforce and review of the ALICE training concepts as often as they wish.

The total cost of this training tool is \$28,773.00 over three years paid in annual installments of \$9,591.00 per year. Federal grant funding from Title IV allocations will be used for this purchase.

Let me know if you have any questions.

Thanks,

Brian E. Davis

individual attention. infinite opportunities.

3505 W. Lincolnshire Blvd. Toledo, OH 43606-1299 • www.wls4kids.org

MASTER SERVICE AGREEMENT

This Agreement ("Agreement") is made by and between ALICE Training Institute LLC ("ATI") with its principal place of business at 3593 Medina Road #320, Medina, OH 44256 and the Customer described below. ATI agrees to furnish services as described below ("Services") for certain training programs offered by ATI. This Agreement constitutes with respect to the Services the entire agreement between Customer and ATI.

Customer:	Washington Local School District (OH) Brian Davis bdavis@wls4kids.org	Proposal No:	Q-01218
		Proposal Expires:	8/31/2018
		Proposal By:	Keith Schindler
		Email:	kschindler@alicetraining.com

Services: ALICE Services listed below, each subject to the applicable Terms and Conditions attached hereto.

Term: The 36 month term for recurring Services begins on **8/1/2018** and ends on **7/30/2021**.

Payment: Invoiced Annually - Net 15

ANNUAL RECURRING SERVICES

Item	Description	Quantity	Price
1000	Elearning Users (K12)	900	\$8,091.00
1200	Elearning Support & Maintenance	1	\$1,500.00

Annual Recurring Investment: \$9,591.00

TOTAL RECURRING INVESTMENT OVER TERM: \$28,773.00

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

ATI SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

Billing Contact Name: _____
Billing Phone: _____
Billing Email: _____
Billing Address: _____

Federal Tax ID: _____
Purchase Order: _____
Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

Name: _____
Title: _____
Date: _____
Signature: _____

*Sales Tax Exemption Certificate must be attached.

TERMS AND CONDITIONS – SERVICES

By executing the Master Service Agreement, You agree to these terms and conditions (the "Terms and Conditions"). If You are entering into the Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates (as defined below) to these Terms and Conditions. If You do not have such authority, or if You do not agree with these Terms and Conditions, You must not accept the Agreement and may not use the Services (as defined below).

These Terms and Conditions describe the terms under which the Alice Training Institute, LLC ("ATI") offers You access to its Services. By accessing the Services, You agree to comply with and to be bound by the Terms and Conditions set out herein.

In the event of any conflict between the provisions contained in an Agreement and these Terms and Conditions, the provisions in the Agreement shall control (provided, however, that the fact that a provision appears in an Agreement but not these Terms and Conditions, or in these Terms and Conditions, but not the applicable Agreement, shall not be deemed to be a conflict for purposes of this sentence).

1 Standard Definitions

- 1.1 Affiliates. Means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to the Agreement.
- 1.2 Agreement. Means the Master Service Agreement between You and Us.
- 1.3 ALICE. Means the violent intruder response program that includes Alert, Lockdown, Inform, Counter, and Evacuate strategies.
- 1.4 Beta Services. Means Our services that are not generally available to customers.
- 1.5 Fees. Means all monetary charges for Services resulting from the Agreement and these Terms and Conditions.
- 1.6 Marks. Means Our trademarks, service marks, logo and certification marks.
- 1.7 Program. Means ALICE and RAIDER collectively or individually.
- 1.8 RAIDER. Means the solo officer tactical training program that includes Rapid Deployment, Awareness, Intervention, Decisiveness, EMS, and Recovery strategies.
- 1.9 Registrant. Means an individual who is authorized by You to access the Services.
- 1.10 Services. Means the Services contracted for in the Agreement, which may include instruction and teaching of the Program using the ATI approved curricula and training models.
- 1.11 We, Us, Our. Means the Alice Training Institute, LLC.
- 1.12 You, Your. Means You as an individual or the legal entity identified as the Customer in the Agreement.

2 Obligations of ATI

- 2.1 Training. We shall carry out the Services at the time and place upon which the parties agree in writing.
- 2.2 Quality. We represent and warrant that: i) the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards; and, ii) We have all rights including, without limitation, intellectual property rights to the Services and to provide the Services for use by You in accordance with these Terms and Conditions and the Agreement.
- 2.3 Additional Services. The parties may agree to add Services to the Agreement from time to time. We shall provide a price estimate of such extra Services and will finalize a price proposal for the additional Services to which You must agree, in writing and in advance, before such additional Services are incorporated to the Agreement.

3 Customer Obligations for eLearning Services

- 3.1 Responsibility for Use. To enable access and use of the Services, You agree to: (i) obtain access to the world-wide web; (ii) complete the implementation and setup process as directed by Us including, but not limited to, Registrants agreeing to the

terms and conditions presented on Our eLearning portal, which may change from time to time, provided that any such terms and conditions that purport to amend any provision of these Terms and Conditions and/or the Agreement shall be null and void and of no effect; (iii) be responsible for maintaining the confidentiality of any passwords and account information provided by Us to You; and (iv) to immediately notify Us of any unauthorized use of Your account, breach of security or loss or theft of Registrant user IDs or passwords.

- 3.2 **Registrations and Registrants.** Your Agreement will specify a number of Registrants allowed for a given Service and Fee. You will be billed for any registrations beyond this number at the rate specified in your Agreement, or the then current rates for overage if none is specified. Except for price, which may differ, You agree that Registrants incurred beyond the contracted level will be subject to these Terms and Conditions. You agree that the number of Registrants listed on the Agreement is the minimum number of Registrants for which You will pay annually. Should there be fewer Registrants than this minimum number, Fees will not be reduced. Unused Registrations will not roll over to another term year.
- 3.3 **Responsibilities.** You will provide complete and accurate data. We may rely upon such data when providing You Services. If Your data provided to Us is inaccurate and/or incomplete, We will not be liable for any performance or alleged non-performance of Services caused by such inaccuracy or incompleteness. If specified on the Agreement, We may assign you one or more user IDs and passwords that will enable You to access the Services. You shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords. You will use the Services only for lawful purposes and in accordance with these Terms and Conditions.
- 3.4 **Designation of Administrative Liaison.** You shall designate an individual who shall be Our main point of contact ("Administrative Liaison"). The Administrative Liaison will be responsible to consult with Us regarding the Services and whether the Services are reasonably addressing Your eLearning needs. The Administrative Liaison will respond to all of Our communications seeking information within one (1) business day.
- 3.5 **Notification of Service.** In consultation with Us, the Liaison shall use commercially reasonable efforts to promote the Services to Registrants. In so doing, the Administrative Liaison shall include a written notification that Your organization has purchased a certain number of subscriptions to the Service.
- 3.6 **Technical Requirements.** You shall be responsible for achieving the following technical requirements to enable access and use of the Services:

Whitelist the following domains on firewalls:

- cloud.scorm.com
- portal.alicetraining.com
- mg.alicetraining.com (also whitelist on mail servers for noreply@mg.alicetraining.com)

Supported Browsers: IE 9+, Safari 5+, Chrome 10+, Firefox 4+

Browser Settings:

- Javascript must be enabled.
- Third-party cookies must be allowed.
- Popups must be allowed.
- Add **portal.alicetraining.com** and **cloud.scorm.com** as trusted sites.

- 3.7 **Other Responsibilities.** You shall be responsible, where applicable, for Registrants' compliance and their use of Services in accordance with the Agreement, these Terms and Conditions and applicable laws and government regulations. In so doing, You shall not: (i) sell, resell, rent or lease the Services; (ii) operate to modify or abridge the Services; (iii) tamper with or remove copyright notices and Marks; and, (iv) copy, modify, upload, download, transmit, publish or otherwise distribute any Service content, except as expressly permitted by the Agreement. You are solely responsible for acquiring and maintaining all equipment, software and communication services necessary to allow Your access to the Services.

4 Ownership of Services, Programs and Use Marks

- 4.1 **Ownership of Program.** You acknowledge that the Program, and know-how relating thereto, and the educational manuals, brochures, training programs, processes, and information contained or embodied therein (including all intellectual property related thereto) (collectively "ATI Intellectual Property") constitute valuable, confidential and proprietary property rights of Ours. We are and shall remain the sole owner of the ATI Intellectual Property. You further acknowledge that Your use of the Program

under the Agreement shall not operate to modify or abridge such rights of Ours in the Program or create any rights of Yours in the Program.

- 4.2 **Ownership of Marks.** Nothing in the Agreement shall constitute a transfer, license, or assignment of any Marks or other intellectual property right of either party unless otherwise specifically granted.
- 4.3 **Proprietary Rights.** You acknowledge that We or Our licensors retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Services, and any or all modifications to the Services, related documentation and marketing materials regardless of (i) whether such intellectual property notices appear on the materials or (ii) whether such intellectual property notices have been filed with governmental agencies. Nothing in the Agreement will directly or indirectly be construed to assign or grant You any right of ownership, title or interest in the Services, or any intellectual property rights relating thereto.
- 4.4 **Non-Disclosure.** You agree not to disclose to anyone Our trade secrets and that You will not use any of the information available within the Services to compete against Us or reverse engineer Our product offerings. No competitors or future competitors are permitted access to Our Services or information, and any such access by third parties is unauthorized. You agree that You will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any information on our Services. In addition, You agree to pay all reasonable attorney's fees and costs incurred by Us in enforcing these provisions.
- 4.5 **Copyright Act.** To the best of Our knowledge, all material published by Us and other media properties, are done in full agreement with the original copyright owners (be that ATI or another third party). If You come across a situation where You suspect that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), We ask that You contact:
Alice Training Institute, LLC.
ATTN: General Counsel
2508 Medina Road
Medina, OH 44256
- 4.6 **Suggestions for Improvement:** We shall have a royalty-free, worldwide, irrevocable, non-exclusive, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You and the Registrants, relating to the operation or content of the Services.

5 **Licensing of Services, Programs and Use Marks**

- 5.1 **License Grant.** Subject to these Terms and Conditions, We will provide You with a non-exclusive, non-transferable license to access and use the Services as upgraded from time to time. You may use the Services only for purposes of performing Your internal training operations. You may not use the Services as part of a commercial time-sharing or service-bureau operation or in any other resale capacity. Except for the foregoing license, no other rights in the Services are granted to You hereunder. The Services are and will remain Our sole and exclusive property and that of Our licensors, if any, whether the Services are separate or integrated with any other products, services or deliverables.
- 5.2 **License to ALICE Marks.** During the Term, We hereby grant to You and Your Affiliates a limited, non-transferable, non-exclusive, non-assignable license to use and display Marks (e.g., the ALICE trademark, service marks, and logo). In the event that We reasonably object to the manner in which You use Our Marks, hereof, We shall notify You in writing and You shall cease using such Marks in the manner found objectionable.

You agree not to use any Marks on stationery, business cards or signs with Your logo or within internet domain names or company names. Use of these references could incorrectly imply more than a safety certification relationship between the parties.

Upon termination of the Agreement, all material that refers to a Certification Mark shall be immediately removed from distribution and further use of any Marks shall be discontinued.

If some building locations within Your organization are entitled to bear the Certification Mark but others are not, You must make it clear which locations are certified by Us and which are not. You agree not to use the Certification Mark in general advertising or promotional material to suggest that non-certified locations have in fact been certified.

6 **Limitation of Warranties and Liability**

- 6.1 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN,

YOU AGREE THAT THE ALICE SYSTEM IS PROVIDED ON AN "AS IS" BASIS. WE DO NOT REPRESENT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE SERVICES, EXCEPT FOR DAMAGE ARISING OUT OF THE SERVICES' INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, THE VIOLATION OF APPLICABLE DATA PRIVACY OR DATA SECURITY LAWS, AND INJURIES OR DAMAGES ARISING OUT OF OUR GROSS NEGLIGENCE.

- 6.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, ADDITIONAL EMPLOYEE HOURS, LOSS OF ANTICIPATED SAVINGS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 7 **Organization Certification**. We agree to issue an ALICE certificate that demonstrates You are an authorized licensee including any certification level that may be associated with the Services during the Term. This certification (the "Certification") shall include: (i) Your name, (ii) an ALICE Certified Mark including safety level, (iii) a Certification number, and (iv) issue and expiration dates. You agree that We may publish this organizational certificate on the Alice certification directory. Additionally, You agree that We may issue a press release identifying the same, subject to Your prior approval, which will not be unreasonably withheld or delayed.
- 8 **Registrant (Individual) Certification**
- 8.1 Individual Certificate. Each Registrant who completes a training Service shall be awarded a certificate (the "Individual Certificate") that bears the Marks for that Service. Individual Certificate shall include: (i) Registrant's name; (ii) ALICE Certified Mark including any designated safety level; (iii) Certification number; and (iii) issue and expiration dates.
- 8.2 Printed Certificates. At the sole expense of the Registrant, ATI shall make available, for a nominal fee, a printed certificate for any valid Individual Certificate. Certificates will be printed and mailed via US Postal Services.
- 9 **Fees, Payment and Taxes**
- 9.1 Fees and Payment. You agree to pay all Fees and other charges in accordance with the Agreement. If You do not pay Fees or other charges when they are due, then such amounts owing may accrue late interest at the maximum rate permitted by law from the date such payment was due until the date paid. Payment shall be made by check or wire transfer, unless the parties otherwise agree. Annual Fees are charged per annum. As an example, if the Term spans three years, You will be charged the annual Fee three times.
- 9.2 Additional Registrants. If, during the Term, You require additional Registrants, beyond what is specified in the Agreement, You will be charged a pro-rata fee for each additional Registrant, which Fee shall be agreed upon by the parties, in writing.
- 9.3 Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction, but excluding taxes based on Our net income (collectively, "Taxes"). You are responsible for paying all Taxes associated with the Agreement and agree to indemnify and hold Us harmless from any liability for such charges, penalties or interest in connection therewith.
- 10 **Term and Termination**
- 10.1 Term. The Term is given on the first page of the Agreement. If the Term spans several years, then each year of the Agreement is termed a "Contract Year". The parties may agree to extend the Term upon written agreement. The number of Registrants specified on the Agreement pertains to each year of the Contract Year.
- 10.2 Termination for Cause. Either party may terminate the Agreement if (i) the other party breaches any material term or condition and fails to cure within thirty (30) days' written notice, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership. If a breach on our part remains uncured after the thirty (30) day period, then You may terminate the applicable Agreement immediately. In such case, We will promptly refund the remaining Fees for which Services have yet to be rendered, as of the termination.
- 10.3 Overdue Charges. In the event of Your non- payment, We may accelerate and declare all Fees due, under the Agreement, immediately payable without notice or demand. All accelerated payments due under the Agreement shall be discounted to their

net present value at a discount rate of 5% per annum from the day of default. If you fail to pay Fees when due, then You shall also be liable for all Fees due during the Term and any additional reasonable expenses (including but not limited to reasonable attorney's fees and accrued interest) that We incur in collecting such delinquent fees.

- 10.4 **Suspension.** In the event of non-payment, We reserve the right to restrict access to the Services. You agree that such restrictions do not modify the Fees due under the Agreement.
- 11 **Use of Data.** Data provided by You while using the Services will only be used by Us as reasonably required for providing Services as contemplated hereunder and in accordance with Our Privacy Policy (<http://www.alicetraining.com/about-us/privacy-policy/>) or any privacy policy subdomain. Unless We have Your permission, We will not disclose or share personally identifiable information collected with any third party (except as required by law or pursuant to a governmental request.) We may retain offline copies of Your data on backup media for archival purposes following expiration or termination of the Agreement, according to Our record retention policies, provided that such data shall continue to be protected as confidential. We shall comply with all applicable laws regarding the privacy and security of personal information.
- 12 **Indemnification.** Each party agrees to indemnify, defend and hold the other (and each of its Affiliates, and all of their respective present and former officers, members, directors, employees, representatives and agents, and the successors, heirs and assigns of any of these) harmless from and against any and all losses, liabilities, claims, reasonable costs, damages and reasonable expenses related to any third-party claim arising directly out of a breach of the other party's obligations and representations and warranties set forth herein.
- 13 **Additional Development Services.** Nothing herein shall prevent, restrict, or limit in any manner: (i) Our continuing to develop the Service(s) in an effort to increase the value of the Service(s) (e.g., by adding new and or updated content, functionality); or (ii) Our developing additional Services. We will supply You access to any enhancements and modifications to the Services for which We do not charge a separate fee. The parties acknowledge that We may introduce new Services from time to time which will require a separate agreement and a separate fee if You desire to utilize any such new Service.
- 14 **Beta Services.** From time to time, We may invite You to try Beta Services at no charge. Beta Services will be clearly designated as beta, pilot, evaluation or similar description. Beta Services are for evaluation purposes and are not considered "Services" under the Agreement, are not supported, and may be subject to additional terms. We will have no liability for any harm or damage arising out of or in connection with a Beta Service, unless caused by Our gross negligence.
- 15 **Entire Agreement.** This Agreement supersedes any prior agreement or understanding between the parties whether oral or written regarding the subject matter hereof. Any additional or conflicting terms contained in Your purchase order, proposal or other document shall be deemed to be rejected by Us without need of further notice of objection, even if such document is acknowledged or accepted by Us, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Us. The provisions of the Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions.
- 16 **Notice.** Any notice pursuant to the Agreement shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) one business day after transmission if sent by a confirmed facsimile; or (iv) one business day after transmission via email, provided that the receiving party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice under the Agreement.
- 17 **Assignment.** Except for assignment to an Affiliate, or in the case of a merger, acquisition or sale of all or substantially all assets of a party, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 18 **Surviving Provisions.** The sections titled "Fees & Payment," "Term and Termination," "Disclaimer of Warranties," "Limitations of Liability," "Indemnification," "Ownership of Services," and "Laws & Disputes," and "Entire Agreement" shall survive any termination or expiration of the Agreement.
- 19 **Electronic Signature.** The Agreement may be executed and delivered by facsimile, PDF or by other means of electronic signature and such facsimile. PDF's or other electronic signatures will be deemed to be valid and original.
- 20 **Miscellaneous.** This Agreement will be construed in accordance with the laws of the State of Ohio (excluding its choice-of-law rules). The local or federal courts located in Medina, Ohio will have exclusive jurisdiction over any proceeding relating to the Agreement. The parties waive their right to a jury trial. No waiver of any breach of any term or condition of the Agreement shall constitute a waiver of any subsequent breach. If any term shall be held by a court of competent jurisdiction to be unenforceable,

such term shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

MEMORANDUM FROM STUDENT SERVICES

To: Dr. Hayward, Superintendent

From: Neil Rochotte

Subject: Board Policy 6320: approval for purchases in excess of \$25,000

Request Approval to Purchase *Positive Action*® Materials and Professional Development Resources for Student Social and Emotional Learning

Date: July 27, 2018

cc:

Board approval is requested for the purchase of a social and emotional learning (SEL) curriculum for K-6 students. Proposed funding for this request is through the Title IV-A Student Support and Academic Enrichment grant.

Social and Emotional Learning

According to CASEL (Collaborative for Academic, Social, and Emotional Learning), social and emotional learning (SEL) is the process through which children and adults acquire and effectively apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions.



Washington Local Schools recognize the need for our students to grow academically and physically, as well as socially and emotionally. Our PBIS model includes goals to instruct and foster our student's growth in their social and emotional learning.



Positive Action® is recommended as our curriculum for this purpose. It is a school-based SEL program to increase positive behavior, reduce negative behavior, improve social and emotional learning, and build positive school climate. This classroom-based curriculum teaches understanding and management of self and how to interact with others through positive behavior.

Positive Action® addresses:

• Academic Performance	• Alcohol & Tobacco	• Delinquency/Criminal Behavior
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• Bullying	• Anxiety	• Depression
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• Emotional Regulation	• Illicit Drug Use	• Positive Social/Prosocial Behavior
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• Sexual Risk Behaviors	• School Attendance	• Violence
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This resource:

- Is an evidence-based character education program that features teacher-student relationship.
- Positively impacts behavior, academic progress, attendance, and school climate.
- Aligns with PBIS.

It is endorsed by:

- Counsel of Administrators for Special Education (CASE)
- Collaborative for Social Emotional Learning (CASEL): Designated a “SElect Program”
- Annie E. Casey Foundation
- One of only 11 models included in Blueprints for Healthy Youth Development.
- SAMSHA – National Registry for substance abuse Prevention Programs (NREPP)
- Office of Juvenile Delinquency Prevention Registry
- What Works Clearing House: character education list for reducing problem behaviors
- US Department of Education
- Model Programs
- StopBullying.gov

Material resources will include classroom kits for general education and special education classroom teachers in grades K-6. Kits contain 140 lessons addressing key components of social-emotional learning. Teachers will deliver three, 15-minute lessons per week, consistent with the research parameters for these materials. Additionally, each building leadership team will be provided with a training kit and climate kit that aligns with PBIS and allows teams to promote and support this model in their building. School counselors will be provided with a kit to equip them in their work with students demonstrating a need for increased frequency and intensity of lessons beyond what is provided in each classroom.

Professional development will utilize a building leadership team model. Each building will select PBIS leadership team members to be trained. Members from these teams will be provided with intensive training in social-emotional learning and building leadership theory to implement this model. Training will consist of a blended on-site, web-based, and conference call approach that will include initial on-site training as well as on-going coaching and problem-solving throughout the school year.

Title IV-A Student Support and Academic Enrichment Grant – Cost Summary

1. On-site Training and Staff Development.....	\$5,000.00
2. Classroom Kits (general education and special education classrooms).....	\$60,425.00
3. Training Kits, Counselor Kits, & Climate Kits.....	\$8,000.00
4. Shipping and Handling.....	\$6,842.50
5. Discount.....	<u>-\$3,421.25</u>
Total:.....	\$76,846.25

Please let me know if additional information is needed.

Positive Action Inc
 264 4th Ave S
 Twin Falls, ID 83301
 208-733-1328

Sales Order

Date	S.O. No.
6/14/2018	28571Q

Name / Address
Washington Local Schools Attn: Neil Rochotte 3505 West Lincolnshire Blvd Toledo, OH 43606

Ship To
Washington Local Schools Attn: Neil Rochotte 3505 West Lincolnshire Blvd Toledo, OH 43606

P.O. No.	Project
QUOTE	

Item	Description	Ordered	Rate	Amount
1900	Pre-Kindergarten Kit	4	380.00	1,520.00
2000	Kindergarten Instructor's Kit	26	382.50	9,945.00
2100	Grade 1 Instructor's Kit	24	340.00	8,160.00
2200	Grade 2 Instructor's Kit	25	340.00	8,500.00
2300	Grade 3 Instructor's Kit	25	340.00	8,500.00
2400	Grade 4 Instructor's Kit	23	340.00	7,820.00
2500	Grade 5 Instructor's Kit	24	340.00	8,160.00
2600	Grade 6 Instructor's Kit	23	340.00	7,820.00
3200	Elementary Climate Development Kit	8	500.00	4,000.00
3603	Counselor's Kit	8	200.00	1,600.00
3921	Ongoing Training Kit	8	300.00	2,400.00
Freight	Shipping and Handling	1	6,842.50	6,842.50
Discount	50% Shipping Discount	1	-3,421.25	-3,421.25
		Total		\$71,846.25

Positive Action Inc

264 4th Ave S
Twin Falls, ID 83301
208-733-1328

Sales Order

Date	S.O. No.
6/28/2018	28613Q

Name / Address
Washington Local Schools Attn: Neil Rochotte 3505 West Lincolnshire Blvd Toledo, OH 43606

Ship To
Washington Local Schools Attn: Neil Rochotte 3505 West Lincolnshire Blvd Toledo, OH 43606

P.O. No.	Project
QUOTE	

Item	Description	Ordered	Rate	Amount
3920	Training/Staff Development - 1 Day Onsite (August 16, 2018)	1	5,000.00	5,000.00
Total				\$5,000.00

3. Government Resolutions

The Superintendent recommends that the Board adopt Government Resolutions as presented:

- Title II A - Improving Teacher Quality
- ESSA Title I Authorization
- Title III – Language Instruction for Limited English Proficient and Immigrant Students
- ESSA, Title IV, Part A – Student Support and Academic Enrichment (SSAE) Program

Title II A – Improving Teacher Quality

WHEREAS, Title II A, Teacher and Principal Training and Recruiting Fund, provides 100% non-matching funds for the purpose of increasing student academic achievement through strategies such as improving teacher and principal quality and increasing the number of highly qualified principals and assistant principals in schools; and

WHEREAS, the Administration of the Washington Local School District has prepared an application for said monies,

BE IT THEREFORE RESOLVED that the Board of Education of the Washington Local School District does hereby authorize, and direct Katherine Spenthoff, Curriculum Director, to transact as its agent all the necessary business thereto.

ESSA Title I Authorization

WHEREAS, Title I, Part A of the Elementary and Secondary Education Act of 1965, (ESEA), reauthorized by The Every Student Succeeds Act (ESSA), provides 100% non-matching funds for special programs, for economically disadvantaged school children; and,

WHEREAS, the Administration of the Washington Local School District has developed an application under ESSA Title I for the purpose of operating remedial programs for qualified school children in grades K-6, who have special needs;

BE IT THEREFORE RESOLVED, that the Board of Education of the Washington Local School District hereby approves the application for said monies under said program; and,

BE IT FURTHER RESOLVED that the Board of Education hereby authorizes and directs Katherine Spenthoff, Curriculum Director, to act as its agent in transacting all business necessary to the application and implementation of said program.

Title III – Language Instruction for Limited English Proficient and Immigrant Students

WHEREAS, Title III, Language Instruction for Limited English Proficient and Immigrant Students, provides 100% non-matching funds to help insure that children who are limited English proficient, including immigrant children and youth, attain English proficiency, develop high levels of academic attainment in English, and meet the same challenging State academic content and student academic achievement standards as all children are expected to meet; and

WHEREAS, the Administration of the Washington Local School District has prepared an application for said monies,

BE IT THEREFORE RESOLVED that the Board of Education of the Washington Local School District does hereby authorize, and direct Katherine Spenthoff, Curriculum Director, to transact as its agent all the necessary business thereto.

ESSA, Title IV, Part A – Student Support and Academic Enrichment (SSAE) Program

WHEREAS, Title IV, Part A, Student Support and Academic Enrichment, provides 100% non-matching funds to improve students’ academic achievement by increasing the capacity of State educational agencies (SEAs), local educational agencies (LEAs), and local communities to provide all students with access to a well-rounded education; improve school conditions for student learning; and improve the use of technology to improve the academic achievement and digital literacy of all students; and

WHEREAS, the Administration of the Washington Local School District has prepared an application for said monies,

BE IT THEREFORE RESOLVED that the Board of Education of the Washington Local School District does hereby authorize, and direct Katherine Spenthoff, Curriculum Director, to transact as its agent all the necessary business thereto.

Moved by: _____ Seconded by: _____

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

4. Payment-in-Lieu of Transportation Resolution

The Superintendent recommends that the Board approve the Payment-in-Lieu of Transportation Resolution for the 2018-2019 school year as presented:

**BOARD OF EDUCATION RESOLUTION FOR
DECLARING TRANSPORTATION TO BE IMPRACTICAL
2018-2019**

This resolution to declare transportation impractical for certain identified students is presented pursuant to the requirements of Ohio Revised Code §3327 and the procedures set forth by the Ohio Department of Education. The resolution follows careful evaluation of all other available options prior to consideration of impracticality.

The Superintendent of Schools, Dr. Susan M. Hayward, recommends that the Board of Education adopt the following resolution:

WHEREAS the student(s) identified in the attachments have been determined to be residents of this school district, and eligible for transportation services; and

WHEREAS after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for these student(s) to their selected school(s); and

WHEREAS the following factors as identified in Revised Code 3327.02 have been considered:

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent service is provided to other pupils eligible for transportation
5. Whether and to what extent the additional service unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available; and

WHEREAS the option of offering payment-in-lieu of transportation is provided in Revised Code: Therefore, be it

THEREFORE, BE IT RESOLVED that the Washington Local Board of Education hereby approves the declaration that it is impractical to transport the students identified herein and offers the parent(s)/guardian(s) of students named on the attachment, payment-in-lieu of transportation.

Moved by: _____ Seconded by: _____

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

Bennett Venture Academy		
Asad, Brooklyn	Johnson, Ke'Marr	Rosado, Preston
Beasley, Demyah	Johnson, Syncere	Rosado, Skiler
Belcher, Cherie	Kirk, Troy	Shively, Aaron
Bishop, Elijah	Lesley, Ma'Kayden	Shively, Daniel
Bishop, Hanif	Mattox, Londyn	Simmet, Gregory
Butler, Caden	Means, Halie	Simmet, Stewart
Calgie, Alexa	Means, Jackson	Stark, Angel
Collins, Gennavicia	Mitchell, Martrell	Strauss, Elijah
Davis, Jaiden	Moore, Ja'onna	Sullivan, Cameron
Eredics, Jayden	Oliver, Ryan	Trotter, Zy'Eir
Evans, McKenzie	Page, Cheyenne	Wagner, Lily
Flynn, Delaney	Pearson, Zy'Lai	Walker, Austin
Ford, Sarayah	Plummer, Rhianna	Watson, Amari
Heckard, Craig	Pontious, James	Whitiker, Romale
Henderson, Kiya	Pontious, Ricky	Williams, Elijah
Henderson, Ma'Khi	Priebe, Lacey	Woods, Arielle
Hernandez, Lola	Rahe, Destiny	Woods, Aryanna
Honner, Karmin	Reynolds, Renyah	
Blessed Sacrament		
Blocking, Allison	Pinkham, Elizabeth	Preston, Anna
Graham, Kayden	Poellnitz, Savannah	Stubleski, Nathan
Cardinal Stritch		
Berning, Samantha	MacKnight, Ava	Russell, Morgan
Conley, Allen	McCourt, Joseph	Sobczak, Brian
Flowers, Andrew	Morrow, Kyle	Torres, Gustavo
Foster, Brooke	Nearhood, Michael	White, Tessa
Kane, Katelyn	Newton, Donovan	Wolfe, Casey
Lewis, Sherry	O'Connor, Payton	
Cardinal Stritch/Kateri		
Calfee, Jonas	Kertesz, Zoe	Skibinski, Jacob
Calfee, Marlaena	Kroffke, Madelyn	Surdell, Haley
Kane, Callie	Kroffke, Masen	Surdell, Kelsey
Kane, Colin	McGilvray, Charlie	Thompson, Lilianna
Kane, Kara	Morrow, Kaitlyn	Thompson, SadaBella
Kane, Kylie	Russell, Ean	Weatherford, Shawn Jr.

Central Catholic High School		
Alford, Sydney	Montoya, Andreas	Swartz, Joshua
Douglas, Angelique	Pietrzak, Jacob	Swartz, Parker
Drenner, Dylan	Przeniczny, Sydney	Thomas, Gretchen
Dutridge, Chase	Rahe, August	Vaughn, Nicole
Ehlert, Julia	Rose, Tyler	Wagoner, Meghan
Fish, Sally	Swartz, Jordan	Wambold, Nicholas
McCrory, Logan		
Emmanuel Christian		
Fertig, Emma Hope		
Glass City Academy		
Growden, Brittney	Huerta, Alexandra	Lampkin, Vaniece
Hope Learning Academy		
Jones, Alyssa	Smith, Alexander	Wingate, McKenzie
Jones, Trace	Wagner, Mackenzie	Witcher, Neenah
Merzke, Nic	Williams, Aryel	Witcher, Ny'lah
Merzke, Sebastian	Williams, Malachi	Wonacott, Isaac
Smaciarz, Parker		
Horizon Science Academy		
Antwaun, DeLars	Johnson, Breonna	Orth, Tyten
Brown, Richard	Lynch, Kyra	Williams, Faith
Clark, Josiah	Mallary, Amoni	Wilson, Araya
Cole, Meckindzie	Mirzozoda, Shakhnozai	Wilson, Brooklynn
Lial Catholic School		
Boyd, Lauren	Boyd, Parker	
Life Skills		
Dudley, Gabriel Marie	Johnson, Kamarie	
Life Skills Center of Toledo		
Daniels Jr., Vincent		
Maritime Academy		
Cloud, Mara	Phillips, Marisa	Rivera, Jordan
Coleman, Michael	Phillips, Tomas	Smith, Renee
Gomez, Juan	Quinn, Virginia	

Maumee Valley Country Day		
Hladka, Miroslava	Leitner, Harper	Leitner, Isaac
Monclova Christian Academy		
Ackerman, Brianna	Exton, Charles	Sherman, Patrick
Ackerman, Kieran	Sherman, Faith	
Regina Coeli		
Brown, Joseph	Foley, Daniel	Speiker, Morgan
Foley, Andrew	Meade, Desirae	
Rosary Cathedral Campus – CCMT Catholic School		
Johnson, Kamran		
St. Benedict Catholic School		
Branson, Amre	Stanley, Haydon	
Schwiebert, Calleigh	Stanley, Madelyn	
St. John's High School		
Chen, Long	King, Gabriel	Malkoski, William
Damlakhi, Amro	Krzyston, Gregory	Peteira, Daniel
Donaldson, Amir	Malkoski, Ian	Rutkowski, Brian
Downing, Dax	Malkoski, John	White, Mehkal
Jaquillard, Christopher		
St. Joseph Sylvania		
Clark, Lily	Gray, Mitchell	Yates, Wyatt
Gray, Madison	Reynolds, Jacob	
St. Joseph's Sylvania		
Howell, Parker	Karalfa, Blake	
St. Pius		
Dierks, Hannah	Reed, Jaclynne	Welsh, Allison
Lewis, Ahnna	Reed, Jorgia	Welsh, Annabell
Lowe, Andrew	Santillan, Sergio	Welsh, Audrey
Rahe, Josh		
St. Ursula		
Foster, Meredith		

Summit Academy		
Campbell, Vincent	Padilla, Aaron	Walczak, Andrew
Cummins, William	Smith, Skylar	Woudstra, Brenden
Esparza, Nathaniel	Valeck, Blaine	
Toledo Christian	Elliott, Kiara	Stiff, Kendall
Blevins, Elizabeth	Frey, Lillian	Wilson, Jason II
Blevins, Isaiah	Gioiella, Ashton	Wilson, Jillian
Butler, Caleb	Lewis, Ariella	
Delvaux, Antonio		
Toledo Islamic Academy		
El-Khechen, Ali	El-Khechen, Lia	Farhan, Muna
Toledo School for the Arts		
Aricchi, Christina	Keller, Pyper	Richardson, Diamond
Aricchi, Gabriella	Langdon, James	Rybarczyk, Julia
Brooks, Breezy	Managhan, Paige	Sancrant, Stella
DeMeo, Sage Aria	McConnell, Danielle	Santillan, Gabriella
Eiseman, Willow	McGovern, Neva	Shetty, Divya
Folger, Karly	Motter, Molly	Smith, Tara
Hawk, Mackenzie	Petersen, Kendall	Young, Sheldon
Johnson, Treyvon	Peterson, Charlize	
Trinity Lutheran		
Walker, Nicholas	Walker, Sophia	
West Side Montessori		
Snyder, Leo	Snyder, Violet	
Wildwood Environmental Academy		
Russen, Bella		

5. 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. Hughes ____ Ms. Canales ____ Mr. Ilstrup ____ 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: _____

6. Personnel

RECOMMENDATION #1 OF 3: The Superintendent recommends that the Board of Education approve, via consent motion, personnel items #1 of 3, as presented:

1. RESIGNATIONS

A. Certified Personnel

- | | | |
|-----------------------|---------------------------|-------------|
| 1. Alexandra Grivanos | Special Education Teacher | 07/17/2018 |
| | Hiawatha | Resignation |
| 2. Sarah Sponsler | Music | 08/10/2018 |
| | Whitmer | Resignation |

B. Classified Personnel

- | | | |
|-------------------|----------------|-----------------------|
| 1. Joyce Michalak | Safety Aide | 08/31/2018 |
| | Shoreland | Retirement
11 yrs. |
| 2. Scott Swope | Head Custodian | 09/30/2018 |
| | Wernert | Retirement
14 yrs. |

C. Extra Duty Personnel

- | | | |
|------------------------|------------------------------------|------------|
| 1. Michael Holobaugh** | #009-3a Football-Fresh Coach (50%) | 07/18/2018 |
| 2. Kobee Houghtlen** | #009-2b Football-Fresh Coach(50%) | 07/10/2018 |
| 3. Michael Punsalan | #151L Social Studies Club | 08/02/2018 |
| 4. Carrie Wray | #227-3 Deans | 07/31/2018 |

**Consultants

D. Extended Time

- | | | | |
|----------------|------|--------|------------|
| 1. Carrie Wray | Dean | 2 Days | 07/31/2018 |
|----------------|------|--------|------------|

2. DISABILITY

A. Classified Personnel

1. Patrick Watras Custodian 06/30/2018

3. LEAVES OF ABSENCE

A. Classified Personnel

1. Thomas Crahan Medical Leave 06/25/2018 – 09/21/2018

B. Workers Compensation

1. Leslie Lewallen Unpaid Leave 08/24/2018 – 09/19/2018

4. NOMINATIONS – 2017/18

A. Outdoor Education @ \$75.00 per night

Hiawatha – May 7, 8, 9, and 10, 2018

- 1. Daniel Lopez
- 2. Lina Young

5. NOMINATIONS – 2018/19

A. Certified Personnel

1. Jordan Spidel 3rd Grade – Wernert \$ 40,386
Step 1, Trng. (B.A.), 4

B. Extra Duty Personnel

- 1. Denise Amirhamzeh #9S-1 Int. Spec./IT Annual Stipend \$ 1,500.00
- 2. Molly Badovick #9S-2 Int. Spec./IT Annual Stipend \$ 1,500.00
- 3. Reid Baidel #039-2 Track – Head Coach – Girls \$ 7,883.00
- 4. Jonathan Bartsch #9S-3 Int. Spec./IT Annual Stipend \$ 1,500.00

5. Lindsay Bates	#9S-4 Int. Spec./IT Annual Stipend	\$ 1,500.00
6. Marc Berryman	#9S-5 Int. Spec./IT Annual Stipend	\$ 1,500.00
7. Amy Bettis	#9S-6 Int. Spec./IT Annual Stipend	\$ 1,500.00
8. Carolyn Black	#9S-7 Int. Spec./IT Annual Stipend	\$ 1,500.00
9. Charles Bott	#9S-8 Int. Spec./IT Annual Stipend	\$ 1,500.00
10. Andrea Brown	#9S-9 Int. Spec./IT Annual Stipend	\$ 1,500.00
11. Ashley Brown	#170L-17a Act Dir-Wernert (50%)	\$ 376.00
12. Eric Brown	#9S-10 Int. Spec./IT Annual Stipend	\$ 1,500.00
13. Robin Bushmeyer	#9S-11 Int. Spec./IT Annual Stipend	\$ 1,500.00
14. Rebekah Castro	#9S-12 Int. Spec./IT Annual Stipend	\$ 1,500.00
15. Regina Chadwick	#9S-13 Int. Spec./IT Annual Stipend	\$ 1,500.00
16. Heather Chartier	#9S-14 Int. Spec./IT Annual Stipend	\$ 1,500.00
17. Kelsey Collins	#9S-15 Int. Spec./IT Annual Stipend	\$ 1,500.00
18. Kelly Cowan	#9S-16 Int. Spec./IT Annual Stipend	\$ 1,500.00
19. Marisa Crespo	#9S-17 Int. Spec./IT Annual Stipend	\$ 1,500.00
20. Bradley Densmore	#9S-18 Int. Spec./IT Annual Stipend	\$ 1,500.00
21. Layla Diebert	#9S-19 Int. Spec./IT Annual Stipend	\$ 1,500.00
22. Carrie Dougherty	#9S-20 Int. Spec./IT Annual Stipend	\$ 1,500.00
23. Leslie Elendt	#9S-21 Int. Spec./IT Annual Stipend	\$ 1,500.00
24. Margaret Enck	#9S-22 Int. Spec./IT Annual Stipend	\$ 1,500.00
25. Kristie Gage	#9S-23 Int. Spec./IT Annual Stipend	\$ 1,500.00
26. Penny Ganchou	#9S-24 Int. Spec./IT Annual Stipend	\$ 1,500.00
27. Courtney Gensler	#9S-25 Int. Spec./IT Annual Stipend	\$ 1,500.00
28. Carla Gilbert	#9S-26 Int. Spec./IT Annual Stipend	\$ 1,500.00
29. Jodi Gordy	#9S-27 Int. Spec./IT Annual Stipend	\$ 1,500.00

30. Christina Harmon	#9S-28 Int. Spec./IT Annual Stipend	\$ 1,500.00
31. Heidi Hartman	#9S-29 Int. Spec./IT Annual Stipend	\$ 1,500.00
32. Mindi Hazuda	#9S-30 Int. Spec./IT Annual Stipend	\$ 1,500.00
33. Lauren Hoskins	#9S-31 Int. Spec./IT Annual Stipend	\$ 1,500.00
34. Katherine Hyttenhove	#9S-33 Int. Spec./IT Annual Stipend	\$ 1,500.00
35. Lynn Jager	#9S-35 Int. Spec./IT Annual Stipend	\$ 1,500.00
36. Melanie Karcsak	#9S-36 Int. Spec./IT Annual Stipend	\$ 1,500.00
37. Gina Kasper	#9S-37 Int. Spec./IT Annual Stipend	\$ 1,500.00
38. Joni King	#9S-38 Int. Spec./IT Annual Stipend	\$ 1,500.00
39. Marya Knuth	#9S-39 Int. Spec./IT Annual Stipend	\$ 1,500.00
40. Matthew LaPoint	#9S-40 Int. Spec./IT Annual Stipend	\$ 1,500.00
41. Rachel Lazear	#9S-41 Int. Spec./IT Annual Stipend	\$ 1,500.00
42. Sara Ledzianowski	#9S-42 Int. Spec./IT Annual Stipend	\$ 1,500.00
43. Mary Mallory	#9S-44 Int. Spec./IT Annual Stipend	\$ 1,500.00
44. Amanda Maly	#9S-45 Int. Spec./IT Annual Stipend	\$ 1,500.00
45. Katie Maly	#9S-46 Int. Spec./IT Annual Stipend	\$ 1,500.00
46. Vincent Maraughha	#059-1 Softball-Associate Coach	\$ 6,306.00
47. James Markowiak	#9S-47 Int. Spec./IT Annual Stipend	\$ 1,500.00
48. Linda Markowiak	#9S-48 Int. Spec./IT Annual Stipend	\$ 1,500.00
49. Mary McGurk	#9S-49 Int. Spec./IT Annual Stipend	\$ 1,500.00
50. Jaime Melchert	#9S-50 Int. Spec./IT Annual Stipend	\$ 1,500.00
51. Donald Molloy	#9S-51 Int. Spec./IT Annual Stipend	\$ 1,500.00
52. Sarah Morrin	#9S-52 Int. Spec./IT Annual Stipend	\$ 1,500.00
53. Adam Morris	#9S-53 Int. Spec./IT Annual Stipend	\$ 1,500.00
54. Carrie Murnen	#9S-54 Int. Spec./IT Annual Stipend	\$ 1,500.00

55. Rebecca Murray	#9S-55 Int. Spec./IT Annual Stipend	\$ 1,500.00
56. James Nino	#9S-56 Int. Spec./IT Annual Stipend	\$ 1,500.00
57. Jennifer Nino	#9S-57 Int. Spec./IT Annual Stipend	\$ 1,500.00
58. Beyea Nowakowski	#9S-58 Int. Spec./IT Annual Stipend	\$ 1,500.00
59. Amy Odneal	#9S-59 Int. Spec./IT Annual Stipend	\$ 1,500.00
60. Ashley Ohmer	#9S-60 Int. Spec./IT Annual Stipend	\$ 1,500.00
61. Sarah Osborn	#9S-61 Int. Spec./IT Annual Stipend	\$ 1,500.00
62. Nicole Peer	#9S-62 Int. Spec./IT Annual Stipend	\$ 1,500.00
63. Jona Polesovsky	#9S-63 Int. Spec./IT Annual Stipend	\$ 1,500.00
64. Carrie Qurban-Ali	#9S-64 Int. Spec./IT Annual Stipend	\$ 1,500.00
65. Heidi Rao	#9S-65 Int. Spec./IT Annual Stipend	\$ 1,500.00
66. Annamarie Rayburn	#9S-66 Int. Spec./IT Annual Stipend	\$ 1,500.00
67. Catherine Riker	#9S-67 Int. Spec./IT Annual Stipend	\$ 1,500.00
68. Joy Roberts	#9S-68 Int. Spec./IT Annual Stipend	\$ 1,500.00
69. Tracy Rodriguez-Michaelis	#9S-69 Int. Spec./IT Annual Stipend	\$ 1,500.00
70. Ashley Schwartz	#9S-70 Int. Spec./IT Annual Stipend	\$ 1,500.00
71. Kristin Smith	#9S-71 Int. Spec./IT Annual Stipend	\$ 1,500.00
72. KaSandra Spain	#9S-72 Int. Spec./IT Annual Stipend	\$ 1,500.00
73. Kenneth Steinmiller	#9S-73 Int. Spec./IT Annual Stipend	\$ 1,500.00
74. Jessica Sudnick	#9S-74 Int. Spec./IT Annual Stipend	\$ 1,500.00
75. Brent Teall	#9S-75 Int. Spec./IT Annual Stipend	\$ 1,500.00
76. Ryan VanSlambrouck	#9S-76 Int. Spec./IT Annual Stipend	\$ 1,500.00
77. Andrea Weaver	#9S-77 Int. Spec./IT Annual Stipend	\$ 1,500.00
78. Andrea Weaver	#170L-17b Act Dir-Wernert (50%)	\$ 376.00
79. Tricia Wilkin	#9S-78 Int. Spec./IT Annual Stipend	\$ 1,500.00

80. Sabrina Wilson	#9S-79 Int. Spec./IT Annual Stipend	\$ 1,500.00
81. Jennifer Woerner	#9S-80 Int. Spec./IT Annual Stipend	\$ 1,500.00
82. Karen Wolf	#9S-81 Int. Spec./IT Annual Stipend	\$ 1,500.00
83. Katelyn Wudel	#9S-82 Int. Spec./IT Annual Stipend	\$ 1,500.00

C. Substitute Certified Personnel

1. Katherine Barone
2. Tiffany Carnicom
3. Douglas Harris
4. Kimberly Kazmaier
5. Joyce O'Brien
6. Rebecca Petree
7. Holly Schwartz
8. Adam Swisher

D. Substitute Classified Personnel

1. Colleen Hickman
2. Angela Mingione
3. Joyce O'Brien
4. Ashley Ohmer

E. Substitute Bus Monitors (hired for Bus Driver Training) @ \$8.75/hr.

1. Tracey Hawkins
2. Vernon Hickman

F. Professional Support Governing Board @ \$27.53/hr.

1. Lori Bosch
2. Daneen Cole
3. Jennifer Gent
4. Roxanne Ward

**G. Registration Office Summer Help @ \$11.00/hr.
As Needed Basis**

1. Andrea Yarnboon

H. Human Resources Consultant @ \$75.00/hr.

1. Jane Spurgeon

**I. Special Education Summer School Program
June 18, 2018 – July 27, 2018
\$26.99/hr. through June 30, 2018
\$27.53/hr. effective July 1, 2018
As Needed Basis**

1. Mary Mallory

J. Classroom Aide for Band Camp

1. Sarah Rowland Contracted Rate of Pay

6. CHANGE OF CONTRACTS

A. Administrative Personnel

- | | |
|----------------|---|
| 1. Carrie Wray | From Dean – Whitmer, Trng. 6 (SPEC),

Step 12 @ \$74,676 to Associate Principal –
Elementary (Meadowvale & Shoreland),
Sched. 3.2, Step 0 @ \$79,680 + Educational
Stipend \$3,600 = \$83,280
Effective: August 1, 2018
 2 yr. Contract |
|----------------|---|

B. Certified Personnel

- | | |
|--------------------|--|
| 1. Lindsay Mossing | CTC

From Trng. 5 (M.A.), Step 1 @ \$40,386 to
Trng. 5 (M.A.), Step 1 @ \$44,958
Hired at wrong amount at June 28, 2018
Board Meeting.
Effective: 2018/19 School Year |
|--------------------|--|
- | | |
|----------------|---|
| 2. Justin Muir | Whitmer

From Trng. 5 (M.A.), Step 10 @ \$65,532 to
Trng. 5.5 (M.A.+18), Step 10 @ \$67,818
Effective: 2018/19 School Year |
|----------------|---|
- | | |
|------------------|---|
| 3. Mariel Sprunk | Jefferson

From Trng. 5 (M.A.), Step 4 @ \$51,816
To Trng. 5.5 (M.A.+18), Step 4 @ \$54,102
Effective: 2018/19 School Year |
|------------------|---|

C. Extra Duty Personnel

1. Janine Baughman From Consultant Limited Contract #198 Accompanist/
Chorale @ \$16.40/hr. (max \$1,091) to Consultant
Limited Contract #198 Accompanist/Chorale @
\$16.40/hr. (max \$1,312)
Effective: 2018/19 School Year

Moved by: _____ Seconded by: _____

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

RECOMMENDATION #2 OF 3: The Superintendent recommends that the Board of Education approve, via consent motion, personnel items #2 of 3, as presented:

1. NOMINATIONS – 2018/19

A. Extra Duty Personnel

1. Julie Hunter #9S-32 Int. Spec./IT Annual Stipend \$ 1,500.00

Moved by: _____ Seconded by: _____

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

RECOMMENDATION #3 OF 3: The Superintendent recommends that the Board of Education approve, via consent motion, personnel items #3 of 3, as presented:

1. NOMINATIONS – 2018/19

A. Extra Duty Personnel

- 1. Kristian Ilstrup #9S-34 Int. Spec./IT Annual Stipend \$ 1,500.00

Moved by: _____ Seconded by: _____

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

7. Adjournment

Moved by: _____ Seconded by: _____

Mr. Hughes _____ Ms. Canales _____ Mr. Ilstrup _____ 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.