



## Agenda of Regular Board Meeting

### The Board of Education

### Brecksville-Broadview Heights City School District

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A Regular Board Meeting of the Board of Education of Brecksville-Broadview Heights City School District will be held Wednesday, February 12, 2025, beginning at 6:00 PM in the Brecksville-Broadview Heights Board of Education, 6638 Mill Road, Brecksville, OH 44141.

The subjects to be discussed or considered, or upon which any formal action may be taken, are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Opening Items

A. Opening Statement

Today is Wednesday, February 12, 2025 at 06:00 PM

We are in the Brecksville-Broadview Heights Education Center, 6638 Mill Road, Brecksville, OH 44141

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

This meeting will be live-streamed via YouTube and will also be recorded for later viewing.

Consider subscribing to our BBH Board of Education YouTube Channel where all recordings are posted.

B. Pledge of Allegiance

Please stand and join us in the Pledge of Allegiance

C. Roll Call

2. President's Announcements

A. Announcements

B. Notice of Consent Agenda

Do any Board Members wish to remove any items from the consent agenda?

Board members can remove any item from the consent agenda and no vote is required for removal. Any items pulled will become separate items and voted on separately.

3. Board Areas of Responsibility



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AREA	MEMBER
Legislative/OSBA liaison	Ellen Kramer
Cuyahoga Valley Career Center	Rachel Malec, Eva O'Mara (1 yr term)
Curriculum	Tish Kwiatkowski
Finance	Mark Dosen and Tish Kwiatkowski
Transportation	Mark Dosen
Board Policy	Lisa Galek and Ellen Kramer
BBH Schools Foundation	Tish Kwiatkowski
Safety	Eva O'Mara and Lisa Galek
Sustainability	Eva O'Mara and Ellen Kramer
PSO	Lisa Galek
Co-curricular/Extra-curricular	Tish Kwiatkowski and Lisa Galek
Permanent Improvement/Facilities	Mark Dosen and Ellen Kramer

4. Superintendent's Communications
  - A. Announcements and Presentations
5. Treasurer Communications
  - A. Monthly CFO Report
  - B. Cash Position and Annual Spending Plan Reports
6. Community Communications
  - A. Hearing of the Public
 

Hearing of the Public - **Persons wishing to address the Board of Education may do so at this point.** No formal action will be taken on subjects that are not included on this agenda until the Board has had an opportunity to study them. Comments regarding personnel must be submitted in writing through the Office of the Superintendent. In order for the Board to complete the planned agenda in an effective and efficient manner and to provide sufficient opportunities for members of the public to be heard, **Hearing of the Public shall be limited to a maximum of sixty (60) minutes during which each speaker shall be limited to a maximum of three (3) minutes.**
7. Consent Agenda
  - A. Certified Recommendations
  - B. Classified Recommendations
  - C. Supplemental Recommendations
  - D. Lorain County Community College CCP MOU
  - E. University of Akron CCP MOU
  - F. Kent State University CCP MOU
  - G. OHSAA Membership
  - H. Wraparound Experts Service Agreement
  - I. Check Register and Bank Reconciliation



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J. Donations

Name	Street	City, State, Zip	Building	Item	Amount
Joan Deuch	432 Broad Avenue S.	Naples, FL 34102	High School	Cash Donation to Drama Club Scholarship	\$250.00

K. Minutes

Regular Board Meeting\_01.15.2025\_YouTube Recording

L. Approval of Consent Agenda

8. Superintendent Recommendations

A. New/Revised Board Policy ~ First Reading

B. BBHHS Varsity Wrestling Trip Proposal

BBHHS Varsity Wrestling Team trip to OHSWCA State Wrestling Finals at Olentangy Liberty High School in Powell, Ohio.

February 7-8, 2025

C. International Exchange Student

9. Treasurer Recommendations

A. Architectural Design Professional Contract Amendment

Notes: Architectural Vision Group, Ltd Contract Amendment \$149,656 (Campus Access Driveway)

Reimbursables \$38,000 (Detailed breakdown in contract)

10. Closing Items

A. Announcements

The next regular meeting of the Board of Education is scheduled for March 19, 2025 at 6:00 PM.

All Board Meeting Dates can be found [HERE](#)

B. Adjournment



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## SCHOOL FUNDING FAQ

There is increasing discussion about the Fair School Funding Plan and property taxes, with media coverage growing daily. The decisions made in this budget cycle will have a lasting impact on Ohio's public schools. Now more than ever, it's crucial for school leaders to share the facts. Below is a statewide perspective—strengthen the message by adding your district's story.

### Cash Balances

**Question:** Do the majority of school districts carry cash balances of 150-200% of their expenses?

**Answer:** The data show a different story.

#### The Data:

- Over **1/3 of school districts (35.5%)** have smaller cash balances in FY2024 than they did in FY2019.
- Only **48 school districts (7.8%)** have cash balances exceeding 100% of their expenses.
- Just **10 school districts (1.6%)** have cash balances of over 150%, including two island districts—Middle Bass and North Bass.

#### Key Points:

1. **Stability for Education:** Healthy cash balances ensure stability for educational programming, particularly during periods of fiscal uncertainty or economic downturns.
2. **Levy Cycles:** The cyclical nature of levy approvals necessitates the buildup of reserves to sustain operations between levy renewals.
3. **Prudent Financial Management:** These reserves reflect conservative budgeting practices and the need to prepare for uncertainties, such as revenue growth limitations imposed by HB 920's tax reduction factors.
4. **Stimulus Funds:** Temporary increases in cash balances were driven by one-time federal stimulus dollars, not ongoing revenue.

This shows that school districts manage their finances responsibly, maintaining cash balances to support educational stability while minimizing the need for frequent local taxpayer contributions.

### School Spending

**Question:** Are school districts mismanaging expenses?

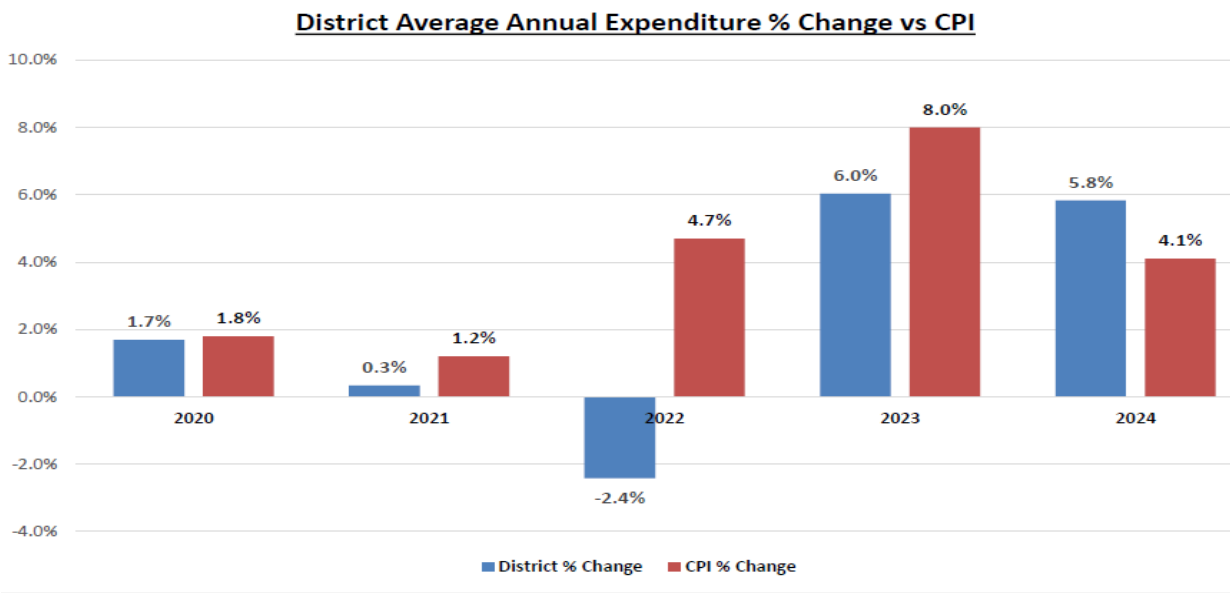
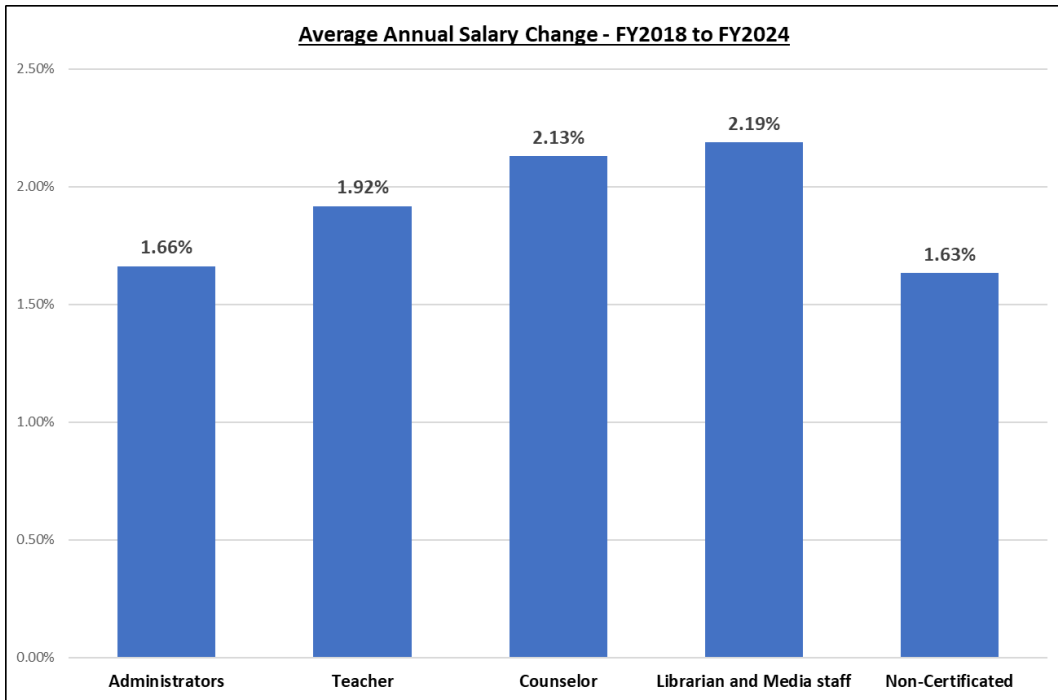
**Answer:** The data shows that school districts are managing resources responsibly. Salary increases have remained at or below inflation rates, and overall spending has not kept pace with annual inflation.

Rather than engaging in excessive spending, districts have carefully managed budgets to sustain essential programs despite rising costs in key areas such as:

- Building maintenance and utilities,

- Transportation,
- Educational materials and technology, and
- Special education services.

This demonstrates that districts are prioritizing fiscal responsibility while continuing to meet the needs of their students and communities.



Average Annual Change 2019 to 2024	District	CPI
	2.3%	4.0%

**Question:** Has education spending exceeded inflation over the past 25 years?

**Answer:** Public school spending roughly doubled **from FY00-FY10**, coinciding with the years that state policymakers were making concerted efforts to increase K-12 education funding following the Ohio Supreme Court's *DeRolph* decision which ruled the funding system unconstitutional, according to an [Ohio Education Policy Institute Review and Summary](#).

Overall, total revenues and expenditures from FY2000 to FY2022, both in total and on a per pupil basis, have increased by **less than 1% annually beyond inflation**.

U.S. Census Data shows a 9.2% decline in Ohio's population of school aged children from FY00 – FY22.

However, Ohio Department of Education and Workforce (DEW) data showcases **a significant increase in both the number and percentage of higher cost pupils** including students with disabilities, economically disadvantaged pupils, and English learners — **resulting in higher expenditures per pupil**.

Over that same timeframe, Ohio fell from 35th to **45th among the 50 states** in U.S. Census Data ratings of the percentage of public school **operating revenue coming from state sources**.

**Question:** Has the number of administrators and administrative spending exceeded the rate of inflation?

**Answer:** While the average administrator's salary has gone up every year since FY14, **administrator salaries have increased slower than the rate of inflation**.

The average full-time equivalent (FTE) number of administrators per school district has been increasing almost every year since FY14.

The average administrator's salary has been increasing almost every year since FY16. However, it has **gone up 21.3% since FY15** while the **Consumer Price Index (CPI) has increased 30.8%** since then.

The pupil to administrator ratio (average number of pupils per administrator) has been decreasing almost every year since FY13. This is a combination of more administrators and fewer pupils.

The administrator expenditure per pupil has been increasing every year since FY06. This is a combination of more administrators, increased salaries and fewer pupils.

## Property Taxes

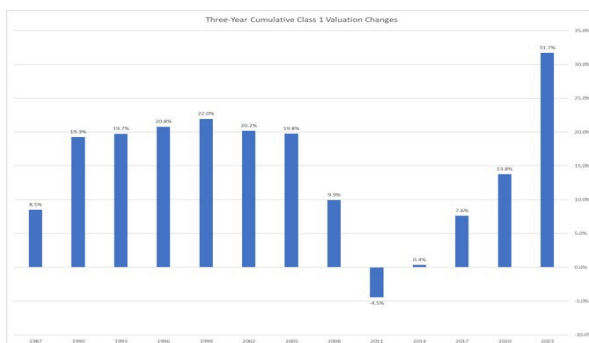
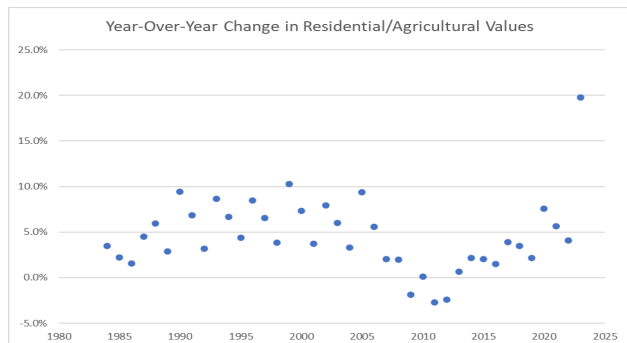
**Question:** With the increases in property values across the state, do we need major changes to our property tax system?

**Answer:** The historic increases in property valuations we are currently seeing are an anomaly.

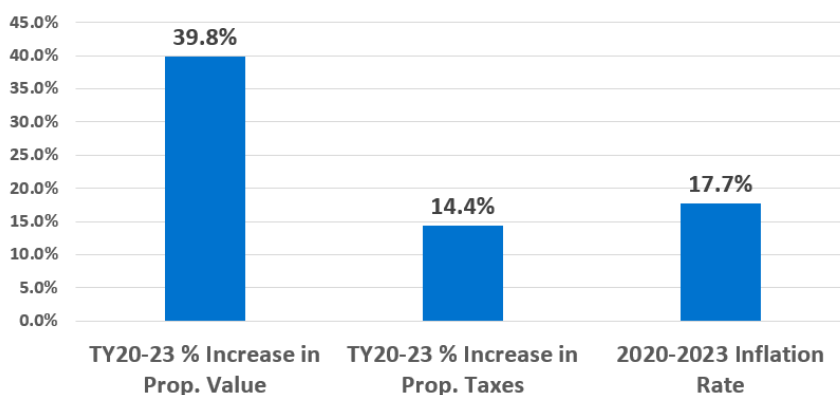
Any discussion on property taxes should begin by acknowledging that:

- **Property taxes** are high because valuations are high.
- **Valuations** are high because home prices are high.
- **Home prices** are high because of **financialization of housing** (i.e., private equity firms buying up all property), **supply issues** (i.e., underbuilding since the great recession), and the **erosion of the property tax base** (i.e., use of abatements, TIFs, CRAs, etc.).

The two charts below illustrate the incredible nature of the property valuation increases we are experiencing due to a combination of factors including but not limited to Ohio’s strong economy, the lack of housing, and the population growth in certain areas.



**Understanding the Impact of Valuation Increases:** Increases in valuation do not lead directly to increases in property taxes due to the tax reduction factors (HB920), as shown in the table below from the Ohio Education Policy Institute.



**Addressing the Burden on Vulnerable Residents:**

The education community recognizes the challenges these historic valuation increases create for some of our most vulnerable residents. School leaders across Ohio strongly support **targeted, means-tested property tax relief** that enables residents to stay in their homes while ensuring fiscal stability for schools.

Possible solutions include:

1. **A Circuit Breaker:** Provides across-the-board tax relief by offering property tax credits to individuals meeting specific income and home valuation thresholds.
2. **Expanding the Homestead Exemption:** Building on HB 274 (enacted December 2024), which created an enhanced property tax credit for long-term homeowners.

The [final report](#) of the Joint Property Tax Review and Reform Committee from the 135th General Assembly outlines a range of property tax recommendations. School leaders must understand and clarify these proposals to ensure accurate discussions with stakeholders and to advocate effectively for sustainable solutions.

## Tax Burden

**Question:** Is the Fair School Funding Plan unsustainable, representing an extraordinary cost to taxpayers?

**Answer:** Ohio's constitution requires that funding for public education be a partnership between the state and local communities. **When the state does not fund its share of education, the cost is shifted to local communities to make up for this difference.** The FSFP represents a significant shift in Ohio's school funding approach, transitioning from residual budgeting to a needs-based model grounded in the actual costs of educating students.

In the most recent state budget, the inputs for capacity (property values and income) were updated annually, but the base cost inputs (expenses) were only updated in the first year of the biennium. This uneven approach has led to significant funding disparities.

- FY24: When all inputs—base cost and the local capacity—were updated, the funding split was 43% state / 57% local, getting closer to the 50-50 partnership.
- FY25: Only the capacity inputs were updated, while base cost inputs remained unchanged. This made districts appear wealthier, reducing their state funding. Consequently, the state's share of funding dropped to 39%, **leaving local communities to bear a larger burden with a 61% local share.**

This imbalance shifts a greater financial burden onto local taxpayers, as the state's contribution decreases without accounting for increases in the actual costs to educate students.

**When capacity inputs (property valuations and income data) are updated, but not the cost inputs (expenses), this results in an inequitable funding model that puts the burden on local communities and diminishes the state's role in supporting education, increasing the number of districts on a guarantee.**

## Guarantees

**Question:** Is Ohio funding "phantom students" through guarantees?

**Answer:** School funding guarantees prevent districts from receiving less state money than previous years. Districts can end up on funding guarantees due to: declining enrollment; increased local wealth metrics (property values, income); static base cost inputs; or a combination of these factors.

When districts lose students but keep prior funding levels, their per-pupil amounts increase above formula calculations. **However, the bigger problem is misaligned updates in the funding formula:**

- **Capacity inputs** (property values and income) are regularly **updated**
- **Base costs** (teacher pay, operations) **remain the same** and do not reflect increases from inflation
- **Result:** Districts look wealthier on paper than reality because the formula updates the calculation of their wealth but not their expenses (the base cost inputs). This imbalance reduces the state share of funding to school districts, forcing local taxpayers to cover more costs.

The core issue isn't "phantom students" but rather that there have been updates to only certain components of the formula. This imbalance results in a decrease in state funding, which places more districts on a guarantee, shifting the burden to local taxpayers.

## Vouchers

**Question:** Does Ohio's voucher program save the state money since the statewide average public school spending per pupil (\$14,584) is higher than the voucher amounts (\$6,167 for K-8 and \$8,407 for high school)?

**Answer** The voucher program has evolved beyond its original scope due to recent legislative changes that have expanded eligibility:

- In FY2022, the state eliminated the requirement for students receiving a voucher to have previously attended public school; and
- In FY2024, the state further broadened access by adjusting income requirements.

As a result of these changes:

- Voucher enrollment nearly doubled from 82,992 students in FY23 to 150,912 students in FY24.
- There are approximately 173,150 private school students in Ohio, which means that 87% of private school students are likely using a voucher.

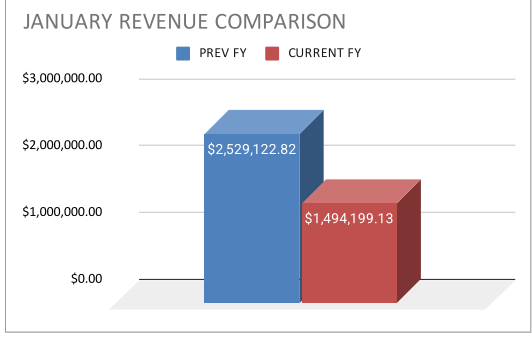
Rather than creating new educational opportunities, the program is now primarily directing state funds to students who were already enrolled in private schools. This means the state is taking on new costs for students it was not previously funding.

Further, the \$14,584 per-pupil spending figure includes *all spending*, including funding for programs and services such as special education, gifted education, aid for disadvantaged students, and transportation. Educating students is complicated, and public school districts face many requirements that private schools do not, including the requirement to educate *all* students and the requirement to transport students (including private school students).

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	% of Forecast	FEB	MAR	APR	MAY	JUN	PROJECTED TOTAL	FORECAST NOV 2024
						<b>ACTUAL</b>									
<b>BEGINNING CASH BALANCE</b>	26,776,748	26,770,652	38,401,793	34,935,045	32,970,392	29,214,564	25,645,087		20,961,744	29,566,928	35,885,793	32,250,355	30,646,464		
<b>RECEIPTS</b>															
1.01 REAL ESTATE	3,437,937	14,706,507	0	0	0	0	834,000	46.73%	12,310,000	8,824,977	0	0	0	40,113,422	40,613,102
1.02 PERSONAL TANGIBLE	0	1,201,685	0	0	0	0	0	42.55%	0	1,605,500	0	0	0	2,807,186	2,824,134
1.035 UNRESTRICTED GRANTS-IN-AID	392,167	512,169	392,061	406,300	386,368	386,516	477,364	59.70%	392,061	392,061	392,061	392,061	392,061	4,913,249	4,946,093
1.04 RESTRICTED GRANTS-IN-AID	86,954	46,108	57,653	46,562	39,558	27,683	23,359	47.96%	25,038	25,305	25,000	24,724	400,000	827,946	683,687
1.05 PROPERTY TAX ALLOCATION	0	0	0	2,104,147	0	0	0	49.99%	0	0	0	2,102,455	0	4,206,603	4,208,874
1.06 ALL OTHER OPERATING REVENUE	311,089	439,802	446,502	285,422	231,174	236,043	156,296	67.87%	313,020	458,191	370,515	273,047	138,342	3,659,444	3,103,699
1.07 TOTAL REVENUE	4,228,147	16,906,271	896,216	2,842,431	657,100	650,243	1,491,019	49.08%	13,040,118	11,306,035	787,575	2,792,286	930,402	56,527,850	56,379,589
2.01 PROCEEDS FROM SALES OF NOTES	0	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0
2.02 STATE LOANS AND ADVANCEMENTS	0	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0
2.04/5 TRANSFERS IN AND ADVANCES IN	0	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0
2.06 ALL OTHER FINANCING SOURCES	15,797	16,420	0	0	0	0	3,180	101.13%	0	0	0	0	0	35,399	35,000
2.08 TOTAL REVENUE AND OTHER FINANCING	4,243,944	16,922,691	896,216	2,842,431	657,100	650,243	1,494,199	49.11%	13,040,118	11,306,035	787,575	2,792,286	930,402	56,563,250	56,414,589
<b>TOTAL RECEIPTS PLUS CASH BALANCE</b>	31,020,691	43,693,343	39,298,009	37,777,476	33,627,492	29,864,807	27,139,286	<b>IDEAL</b>	34,001,862	40,872,963	36,673,368	35,042,641	31,576,866	56,563,250	56,414,589
<b>EXPENDITURES</b>															
3.01 PERSONAL SERVICES	2,219,407	3,496,681	2,649,689	3,205,828	2,905,023	2,671,838	4,454,029	60.10%	2,700,000	2,900,000	2,688,283	2,682,401	3,250,000	35,823,178	35,944,173
3.02 EMPLOYEES RETIREMENT/INSURANCE	1,002,860	1,020,158	1,056,983	1,123,327	1,079,547	1,071,108	1,208,467	57.21%	1,100,000	1,100,000	1,100,000	1,100,000	1,200,000	13,162,450	13,219,764
3.03 PURCHASED SERVICES	771,539	195,896	322,615	380,519	358,489	443,246	409,217	50.14%	539,546	520,140	540,845	461,083	607,811	5,550,948	5,746,762
3.04 SUPPLIES AND MATERIALS	180,468	125,462	324,175	82,646	63,966	26,057	90,783	59.52%	91,606	62,340	90,094	145,000	120,000	1,402,597	1,501,381
3.05 CAPITAL OUTLAY(INCL. REPLACEMENT)	28,527	470	1,075	5,784	306	2,262	262	48.36%	0	0	0	0	0	38,687	80,000
4.02 DEBT SERVICE: PRINCIPAL-NOTES	0	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0
4.04 DEBT SERVICE: PRINCIPAL-STATE ADVANCE	0	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0
4.06 INTEREST AND FISCAL CHARGES	0	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0
4.3 OTHER OBJECTS	47,237	267,884	8,426	8,981	5,597	5,208	14,784	45.48%	3,781	404,690	3,792	7,693	2,592	780,665	787,401
5.01/2 TRANSFERS OUT AND ADVANCES OUT	0	185,000	0	0	0	0	0	100.00%	0	0	0	0	0	185,000	185,000
5.03 ALL OTHER FINANCING USES	0	0	0	0	0	0	0	0.00%	0	0	0	0	0	0	0
5.02 TOTAL EXPENDITURES AND OTHER FINANCING	4,250,039	5,291,550	4,362,963	4,807,085	4,412,928	4,219,720	6,177,543		4,434,934	4,987,170	4,423,013	4,396,177	5,180,403	56,943,524	57,464,481
<b>MONTHLY POS/NEG</b>	-6,096	11,631,141	-3,466,747	-1,964,653	-3,755,828	-3,569,477	-4,683,344		8,605,184	6,318,865	-3,635,437	-1,603,891	-4,250,001	-380,274	-1,049,892
<b>ENDING CASH BALANCE (MONTHLY)</b>	26,770,652	38,401,793	34,935,045	32,970,392	29,214,564	25,645,087	20,961,744		29,566,928	35,885,793	32,250,355	30,646,464	26,396,464	26,396,473	25,726,856
														OVER/UNDER FORECAST	669,618

**MONTH JAN 2025**

Comparing Revenues from JAN FY2024 to JAN FY2025

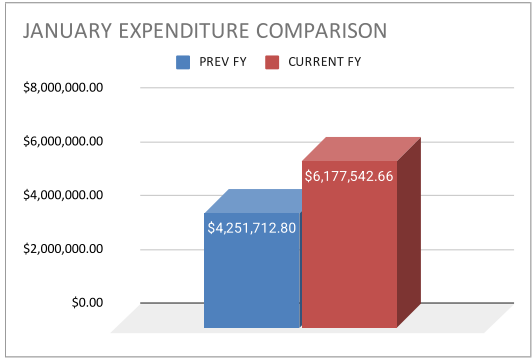


Forecasted Revenues	Projected Revenues	OVER/(UNDER) Forecast
\$ 56,414,589.00	\$ 56,563,249.55	\$ 148,660.55
FAVORABLE		

**WHY?**

1. Real Estate revenues were down over 1 million dollars from last year. Much of this was due to the county sending tax bills out late this year.
2. All other revenues remained consistent from the prior year.

Comparing Expenditures from JAN FY2024 to JAN FY2025

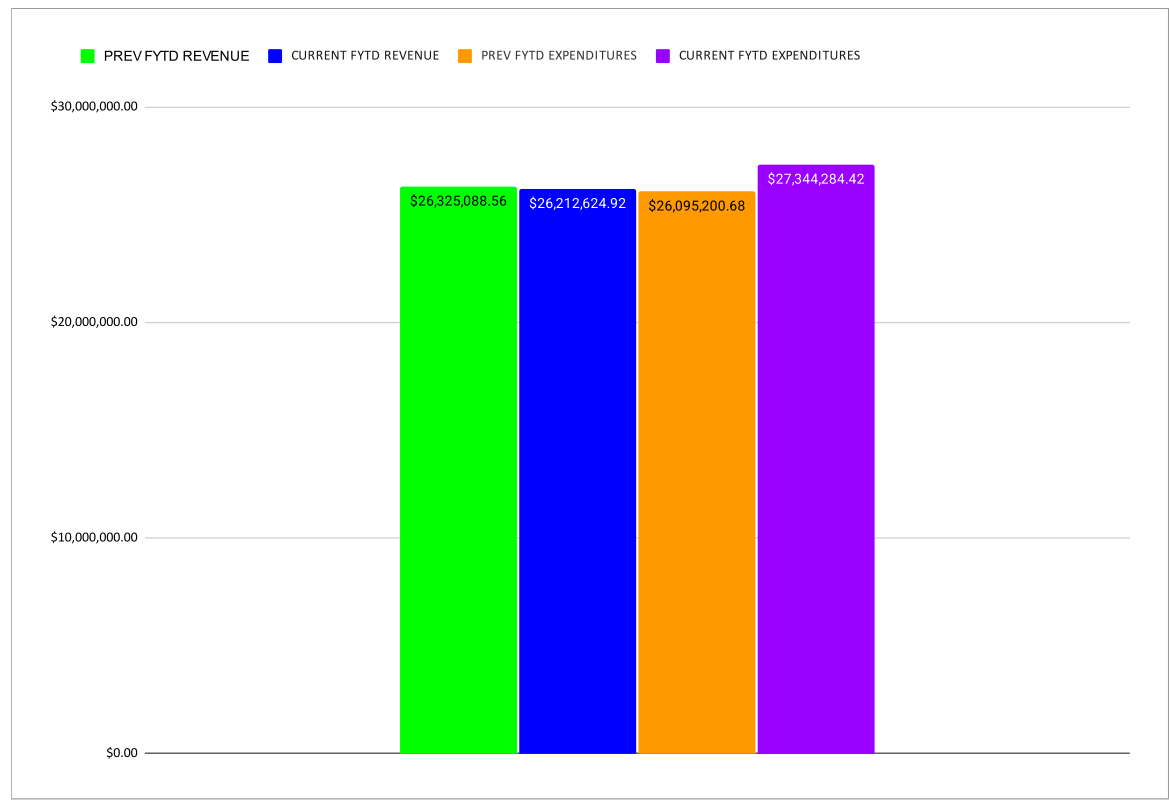


Forecasted Expenses	Projected Expenses	OVER/(UNDER) Forecast
\$ 57,464,481.00	\$ 56,943,523.87	\$ (520,957.13)
FAVORABLE		

**WHY?**

1. Salaries were much higher due to January being a 3 pay month and the large severance payment of approximately 550,000.
2. Likewise, benefits were also significantly higher due to the 3rd pay in January. Reminder: In FY27 the district will move to 24 pays and thus 3 pay months will no longer be applicable.

PROJECTED INCREASE/(DECREASE) TO CASH BALANCE	-\$380,274.32
PROJECTED ENDING CASH BALANCE AS OF:	
<b>June 30, 2026</b>	<b>\$26,396,473.34</b>



# Financial Report

A comprehensive overview of our organization's financial position and performance.



## Financial Analytics

Detailed analysis of cash balances and financial metrics



## Revenue Management

Tracking of receipts and revenue streams throughout the fiscal year



## Expenditure Overview

Comprehensive tracking of organizational spending and allocations



## Financial Projections

Forward-looking analysis and fiscal year projections

# Total Revenue and Other Financing

The fiscal year financial composition breaks down as follows:



## Total Revenue

Primary revenue streams amount to \$56,527,850, representing the bulk of our financial resources



## Other Financing Sources

Additional financing sources contribute \$35,399 to our total financial portfolio



## Combined Financial Position

Total Revenue and Other Financing reaches \$56,563,250, tracking closely with our forecast of \$56,414,589 for November 2024

# Total Expenditures and Other Financing

Our fiscal year expenditures show quarterly patterns in spending:



## Q1 (July-September)

Total: \$13,904,552

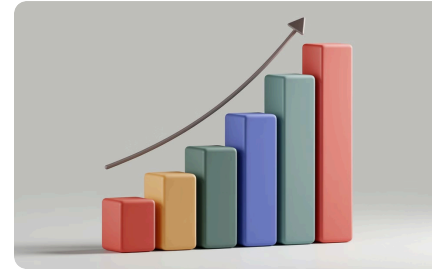
- July: \$4,250,039
- August: \$5,291,550
- September: \$4,362,963



## Q2 (October-December)

Total: \$13,439,733

- October: \$4,807,085
- November: \$4,412,928
- December: \$4,219,720



## Q3 (January-March)

Total: \$15,599,647

- January: \$6,177,543
- February: \$4,434,934
- March: \$4,987,170



## Q4 (April-June)

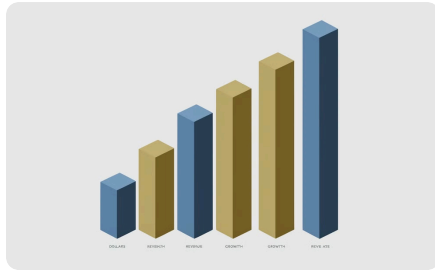
Total: \$13,999,593

- April: \$4,423,013
- May: \$4,396,177
- June: \$5,180,403

The total projected expenditures are \$56,943,524, compared to a forecast of \$57,464,481 from November 2024.

# Financial Summary and Projections

Analysis shows favorable performance in both revenue and expenses against forecasts, with specific implications for future periods.



## Current Revenue Performance

Revenue projection of \$56,563,249

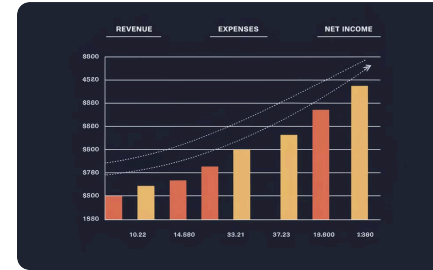
- Exceeding forecast by \$148,660
- Real Estate revenue decrease over \$1M due to delayed tax bills



## Expense Management Status

Current expenses at \$56,943,523

- \$520,957 below forecast of \$57,464,481
- Increased costs from January triple pay period
- Higher benefits impact from 3rd January pay



## Near-Term Projections

Cash position changes:

- Projected June 2025 cash position: \$26.4M
- Net cash balance change: -\$380,274



## Future Planning

Strategic Changes:

- FY27 transition to 24 pay periods
- Continuing expense optimization

POWERSCHOOL  
 DATE: 02/04/2025  
 TIME: 08:49:56  
 SELECTION CRITERIA : ALL

BRECKSVILLE-BROADVIEW HEIGHTS CSD  
 OH Cash Position Report

ACCOUNTING PERIOD : 7/25

FUND	SCC	DESCRIPTION	BEGIN BALANCE	MTD RECEIPTS	FYTD RECEIPTS	MTD EXPENDITURES	FYTD EXPENDITURES	CURRENT FUND BALANCE	CURRENT ENCUMBRANCE	UNENCUMBERED FUND BALANCE
001	0000	GENERAL	26,776,747.66	1,494,199.13	27,706,824.05	6,177,542.66	33,521,827.08	20,961,744.63	3,269,898.83	17,691,845.80
Total For Fund 001:			26,776,747.66	1,494,199.13	27,706,824.05	6,177,542.66	33,521,827.08	20,961,744.63	3,269,898.83	17,691,845.80
002	0000	BOND RETIREMENT	3,735,244.74	150,000.00	1,398,172.22	0.00	1,578,943.05	3,554,473.91	752,693.05	2,801,780.86
Total For Fund 002:			3,735,244.74	150,000.00	1,398,172.22	0.00	1,578,943.05	3,554,473.91	752,693.05	2,801,780.86
003	9100	PI - DISTRICT	1,650,239.64	11,793.60	383,144.13	4,684.39	1,136,689.20	896,694.57	954,163.30	-57,468.73
003	9300	PI - TTT	1,593,972.29	19,987.71	555,490.89	29,973.68	1,843,478.36	305,984.82	340,949.04	-34,964.22
003	9500	PI - TURF	423,756.52	0.00	50,000.00	0.00	0.00	473,756.52	0.00	473,756.52
Total For Fund 003:			3,667,968.45	31,781.31	988,635.02	34,658.07	2,980,167.56	1,676,435.91	1,295,112.34	381,323.57
004	9021	SALE OF BONDS-NEW PREK	2,846,595.05	13,917.68	129,775.41	0.00	137,211.43	2,839,159.03	271,057.31	2,568,101.72
004	9022	FIELD HOUSE	7,085.02	0.00	-6,356.12	0.00	728.90	0.00	0.00	0.00
Total For Fund 004:			2,853,680.07	13,917.68	123,419.29	0.00	137,940.33	2,839,159.03	271,057.31	2,568,101.72
006	0000	LUNCHROOM	672,088.57	87,516.52	766,439.70	128,010.47	782,984.75	655,543.52	478,892.32	176,651.20

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006	9019	FOOD SERVICE VENDING MACH	85,385.75	24,187.55	25,584.50	0.00	12,462.85	98,507.40	0.00	98,507.40
Total For Fund 006:			757,474.32	111,704.07	792,024.20	128,010.47	795,447.60	754,050.92	478,892.32	275,158.60
007	0000	SCHOLARSHIP FUND	97,506.52	161.99	39,613.90	0.00	80,325.00	56,795.42	0.00	56,795.42
007	9021	UNCLAIMED FUNDS	35,755.54	0.00	0.00	0.00	0.00	35,755.54	0.00	35,755.54
007	9100	BOE SUNSHINE FUND	343.59	0.00	0.00	0.00	0.00	343.59	0.00	343.59
007	9101	BOE RETIREMENT	19.05	0.00	0.00	0.00	0.00	19.05	0.00	19.05
007	9102	HS SUNSHINE FUND	5,814.59	0.00	0.00	0.00	0.00	5,814.59	0.00	5,814.59
007	9103	MS SUNSHINE FUND	13,221.21	25.00	1,200.00	0.00	0.00	14,421.21	1,000.00	13,421.21
Total For Fund 007:			152,660.50	186.99	40,813.90	0.00	80,325.00	113,149.40	1,000.00	112,149.40
009	9100	CHROMEBOOK INSURANCE	228,417.95	2,640.00	74,144.00	0.00	8,960.00	293,601.95	0.00	293,601.95
009	9102	HS UNIFORM SUPPLY	106,900.72	2,547.43	68,982.76	2,365.35	67,277.62	108,605.86	37,433.24	71,172.62
009	9103	MS UNIFORM SUPPLY	75,080.86	1,152.00	39,802.00	1,712.90	24,122.69	90,760.17	4,594.50	86,165.67
009	9109	UNIFORM SUPPLY BBH ES	17,913.09	3,645.00	83,050.00	4,804.07	67,682.31	33,280.78	13,079.49	20,201.29
Total For Fund 009:			428,312.62	9,984.43	265,978.76	8,882.32	168,042.62	526,248.76	55,107.23	471,141.53

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013	9022	BLOSSOM FIELD HOUSE	60,000.00	0.00	10,000.00	0.00	0.00	70,000.00	0.00	70,000.00
Total For Fund 013:			60,000.00	0.00	10,000.00	0.00	0.00	70,000.00	0.00	70,000.00
014	9109	ROTARY BBH ES	13,876.36	0.00	3,667.00	702.50	2,400.50	15,142.86	30.30	15,112.56
014	9210	HS - ROTARY	18,574.36	1,124.00	10,945.25	0.00	9,063.50	20,456.11	5,659.50	14,796.61
014	9211	MS - ROTARY	11,230.50	70,658.50	126,449.67	10,392.12	39,004.68	98,675.49	1,547.92	97,127.57
014	9700	HS - AP TESTING	43,935.85	6,998.00	94,702.00	0.00	0.00	138,637.85	6,740.00	131,897.85
Total For Fund 014:			87,617.07	78,780.50	235,763.92	11,094.62	50,468.68	272,912.31	13,977.72	258,934.59
018	9109	PRINCIPAL FUND BBH ES	80,751.53	52.38	7,611.38	612.30	3,460.14	84,902.77	506.35	84,396.42
018	9200	HS - PRINCIPAL'S	74,346.97	11,162.30	26,456.52	4,276.43	19,400.62	81,402.87	1,937.81	79,465.06
018	9201	MS - PRINCIPAL'S	18,497.36	127.01	12,258.36	3,588.76	8,161.97	22,593.75	2,076.46	20,517.29
018	9300	WELLNESS COMMITTEE	1,692.30	0.00	0.00	0.00	1,692.30	0.00	0.00	0.00
Total For Fund 018:			175,288.16	11,341.69	46,326.26	8,477.49	32,715.03	188,899.39	4,520.62	184,378.77
019	9003	NASA NE OHIO STEM EDUC.OP	385.75	0.00	0.00	0.00	377.82	7.93	0.00	7.93
019	9021	SCHOOL FOUNDATION	0.00	0.00	0.00	1,270.00	19,774.34	-19,774.34	3,531.69	-23,306.03

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019	9300	CAPA	200,916.74	330.00	55,810.00	10,450.75	60,796.72	195,930.02	314.73	195,615.29
019	9320	SATURDAY ENRICHMENT	904.66	0.00	0.00	0.00	0.00	904.66	0.00	904.66
019	9321	SUMMER SCHOOL PROGRAM	4,997.77	0.00	0.00	0.00	0.00	4,997.77	0.00	4,997.77
019	9397	HOMEWORK STUDY TABLES	3,709.99	0.00	0.00	0.00	0.00	3,709.99	0.00	3,709.99
019	9474	SKUZA FOUNDATION	0.00	0.00	0.00	7,100.62	70,015.73	-70,015.73	50,940.22	-120,955.95
019	9476	KARTHAN GRANT	0.00	0.00	0.00	0.00	0.00	0.00	600.72	-600.72
Total For Fund 019:			210,914.91	330.00	55,810.00	18,821.37	150,964.61	115,760.30	55,387.36	60,372.94
020	9100	BEEKEEPERS - CHILD CARE	683,250.65	26,841.80	280,859.62	36,312.79	257,862.66	706,247.61	15,833.51	690,414.10
Total For Fund 020:			683,250.65	26,841.80	280,859.62	36,312.79	257,862.66	706,247.61	15,833.51	690,414.10
035	9001	TERMINATION BENEFITS	150,000.00	0.00	100,000.00	0.00	0.00	250,000.00	0.00	250,000.00
Total For Fund 035:			150,000.00	0.00	100,000.00	0.00	0.00	250,000.00	0.00	250,000.00
070	9024	MASTER CAMPUS PLAN	850,000.00	0.00	0.00	0.00	0.00	850,000.00	467,000.00	383,000.00
Total For Fund 070:			850,000.00	0.00	0.00	0.00	0.00	850,000.00	467,000.00	383,000.00

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200	900A	ANNUAL (HS YEARBOOK)	10,711.46	4,547.51	4,682.51	384.75	2,940.73	12,453.24	2,356.24	10,097.00
200	901A	DRUMLINE	32.79	0.00	0.00	0.00	0.00	32.79	0.00	32.79
200	902A	HS ACADEMIC CHALLENGE	1,814.29	0.00	1,631.00	0.00	841.66	2,603.63	283.34	2,320.29
200	903A	ART CLUB	125.37	137.63	598.63	0.00	163.16	560.84	0.00	560.84
200	904A	FRENCH CLUB	0.00	0.00	464.00	0.00	163.16	300.84	0.00	300.84
200	905A	MARCHING BAND	20,114.84	273.60	11,307.60	0.00	15,444.12	15,978.32	0.00	15,978.32
200	906A	GARDEN CLUB	150.00	0.00	0.00	0.00	0.00	150.00	0.00	150.00
200	907A	SCIENCE OLYMPIAD	1,386.96	0.00	560.00	250.00	250.00	1,696.96	1,136.96	560.00
200	908A	BIOLOGY CLUB	2,660.38	64.00	1,066.00	0.00	344.83	3,381.55	900.00	2,481.55
200	909A	MUSIC IN MOTION (MIM)	0.00	154.00	1,098.00	0.00	928.33	169.67	0.00	169.67
200	919A	HUDDLE	21,002.99	100.00	3,909.00	82.00	755.97	24,156.02	404.68	23,751.34
200	920B	CLASS OF 2020	279.60	0.00	0.00	0.00	0.00	279.60	0.00	279.60
200	922A	DRAMA CLUB	31,207.92	477.00	21,794.11	2,600.00	28,385.68	24,616.35	9,885.93	14,730.42
200	923A	AP BIOLOGY CLUB	17.40	0.00	0.00	0.00	0.00	17.40	0.00	17.40
200	927A	GERMAN CLUB	2,111.41	24.00	2,238.00	0.00	985.57	3,363.84	695.59	2,668.25
200	929A	MU ALPHA THETA	284.55	95.00	1,435.00	0.00	164.63	1,554.92	119.92	1,435.00
200	930A	HY-BREEZE	499.85	0.00	0.00	33.31	33.31	466.54	73.69	392.85
200	932A	KEY CLUB	5,192.94	130.50	4,652.00	168.60	4,405.77	5,439.17	1,529.79	3,909.38
200	933A	MOCK TRIAL	1,521.93	0.00	304.00	340.00	535.00	1,290.93	150.00	1,140.93

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200	934A	PHOTOGRAPHY CLUB 648.77		0.00	0.00	0.00	0.00	648.77	0.00	648.77
200	936A	NATIONAL HONOR SOCIETY 1,491.96		380.00	4,160.00	21.99	1,080.70	4,571.26	1,004.30	3,566.96
200	937A	ORCHESTRA 63.94		0.00	0.00	0.00	0.00	63.94	0.00	63.94
200	941A	MS - HUDDLE JR. 5,425.56		33.00	2,759.72	0.00	1,816.55	6,368.73	48.51	6,320.22
200	942A	S.A.D.D. 4,359.43		50.00	1,900.00	0.00	743.18	5,516.25	254.48	5,261.77
200	943A	SPANISH CLUB 2,045.19		21.00	1,463.00	0.00	354.00	3,154.19	709.16	2,445.03
200	944A	S.A.F.E. 4,054.24		40.00	668.33	0.00	244.83	4,477.74	0.00	4,477.74
200	945A	STUDENT COUNCIL 25,921.87		66.00	14,880.12	199.40	9,175.27	31,626.72	6,884.14	24,742.58
200	946A	CONCESSIONS 3,585.50		5,580.79	23,601.93	3,047.90	12,394.57	14,792.86	1,651.78	13,141.08
200	947A	YOUTH IN GOVERNMENT 5,513.04		256.00	20,570.00	17,910.00	17,978.98	8,104.06	221.02	7,883.04
200	948A	BEE-TV 3,122.40		16.00	16.00	0.00	168.00	2,970.40	0.00	2,970.40
200	949A	PROJECT SUPPORT 2,765.12		0.00	0.00	0.00	0.00	2,765.12	0.00	2,765.12
200	950A	MODEL UN 2,842.87		0.00	24,481.00	0.00	20,620.05	6,703.82	7,700.00	-996.18
200	951A	SPEECH & DEBATE 40.01		0.00	0.00	0.00	0.00	40.01	0.00	40.01
200	952A	TRI-M SOCIETY 5,856.00		0.00	0.00	0.00	1,440.99	4,415.01	1,761.52	2,653.49
200	953A	NATIONAL ART HONOR 2,616.55		0.00	1,333.00	0.00	212.94	3,736.61	470.00	3,266.61
200	954A	RESPECT 1,734.36		0.00	0.00	0.00	72.10	1,662.26	427.90	1,234.36
200	955A	ROBOTICS CLUB 8,043.49		13,400.00	46,688.00	6,843.61	32,138.00	22,593.49	17,221.83	5,371.66
200	955B	MS ROBOTICS CLUB 5,077.40		87.00	3,137.00	0.00	489.66	7,724.74	0.00	7,724.74
200	957A	CHINESE CLUB 232.85		0.00	0.00	0.00	0.00	232.85	0.00	232.85

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200	958A	HS COMMUNICATION 224.28		0.00	0.00	0.00	0.00	224.28	0.00	224.28
200	959A	MUSIC IN OUR SCHOOLS 5,769.49		0.00	0.00	0.00	88.58	5,680.91	0.00	5,680.91
200	960A	JUNIOR CLASS PROJECT 8,463.30		0.00	0.00	0.00	0.00	8,463.30	2,695.00	5,768.30
200	963C	CLASS OF 2024 621.82		0.00	-621.82	0.00	0.00	0.00	0.00	0.00
200	963D	CLASS OF 2025 380.14		0.00	621.82	0.00	0.00	1,001.96	0.00	1,001.96
200	963E	CLASS OF 2026 777.31		0.00	0.00	0.00	36.71	740.60	0.00	740.60
200	963F	CLASS OF 2027 100.00		0.00	0.00	0.00	0.00	100.00	0.00	100.00
200	980A	MS - BUILDERS CLUB 836.55		0.00	0.00	0.00	367.16	469.39	0.00	469.39
200	981A	MS - COMPUTER CLUB 5,249.26		0.00	0.00	0.00	0.00	5,249.26	0.00	5,249.26
200	982A	MS - HONEYCOMB 539.52		0.00	522.00	0.00	480.50	581.02	0.00	581.02
200	983A	MS - MUSIC FUND 3,469.43		15.00	15.00	0.00	0.00	3,484.43	500.00	2,984.43
200	984A	MS ART CLUB 0.00		85.00	117.00	0.00	163.16	-46.16	0.00	-46.16
200	985A	MS - MODEL UN 1,274.27		398.00	590.67	0.00	0.00	1,864.94	0.00	1,864.94
200	986A	MS - STAGE CREW 0.00		4,953.87	6,938.87	0.00	326.33	6,612.54	0.00	6,612.54
200	987A	MS - MATH COUNTS 222.00		100.00	1,510.00	0.00	0.00	1,732.00	630.00	1,102.00
200	988A	MS - C.A.R.E.S. 2,929.66		127.60	127.60	0.00	0.00	3,057.26	0.00	3,057.26
200	989A	MS YEARBOOK 2,651.02		0.00	1,941.00	0.00	326.32	4,265.70	0.00	4,265.70
200	990A	MS POWER OF THE PEN 1,878.82		1,098.00	1,522.00	130.15	630.15	2,770.67	369.85	2,400.82
Total For Fund 200:			219,942.10	32,710.50	214,682.09	32,011.71	157,690.65	276,933.54	60,085.63	216,847.91

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300	9014	OHSAA TOURNAMENTS	10,320.14	0.00	4,866.00	0.00	2,536.15	12,649.99	638.50	12,011.49
300	914A	BASEBALL	45,690.18	0.00	1,803.45	0.00	100.00	47,393.63	8,500.00	38,893.63
300	914B	GIRLS BASKETBALL	17,728.06	1,982.00	27,980.93	5,163.38	43,339.71	2,369.28	1,515.58	853.70
300	914C	BASKETBALL-BOYS	20,165.02	8,150.00	39,850.76	21,031.33	51,734.87	8,280.91	8,199.13	81.78
300	914D	BOWLING	5,185.42	0.00	2,072.94	0.00	73.59	7,184.77	926.41	6,258.36
300	914E	CHERLEADING	6,302.22	1,584.55	22,655.44	844.81	17,131.12	11,826.54	2,566.60	9,259.94
300	914H	CROSS-COUNTRY	8,294.76	0.00	18,364.00	0.00	12,875.07	13,783.69	1,168.98	12,614.71
300	914I	FOOTBALL	85,482.54	0.00	31,619.99	799.00	75,420.14	41,682.39	3,738.52	37,943.87
300	914J	GOLF-GIRLS	1,413.95	0.00	5,605.26	0.00	3,030.05	3,989.16	212.78	3,776.38
300	914K	GOLF-BOYS	2,734.19	0.00	2,352.79	0.00	1,697.86	3,389.12	24.14	3,364.98
300	914L	GYMNASTICS	8,296.39	0.00	597.00	0.00	348.34	8,545.05	1,835.10	6,709.95
300	914M	HOCKEY	452.90	0.00	0.00	0.00	0.00	452.90	0.00	452.90
300	914N	HONEYBEES	2,413.07	0.00	0.00	0.00	0.00	2,413.07	0.00	2,413.07
300	914O	LACROSSE-GIRLS	13,849.40	0.00	2,430.72	0.00	0.00	16,280.12	1,000.00	15,280.12
300	914P	LACROSSE-BOYS	8,299.76	0.00	715.17	0.00	0.00	9,014.93	1,000.00	8,014.93
300	914Q	SOCCER-GIRLS	4,625.18	0.00	11,354.59	280.00	8,729.28	7,250.49	720.00	6,530.49
300	914R	SOCCER-BOYS	7,213.07	0.00	10,359.56	7,079.75	9,405.50	8,167.13	4,288.00	3,879.13
300	914S	SOFTBALL	-0.27	0.00	542.44	0.00	0.00	542.17	500.00	42.17
300	914T	SWIMMING & DIVING	12,342.35	300.00	2,700.32	480.00	1,918.00	13,124.67	6,142.00	6,982.67

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 SELECTION CRITERIA : ALL

BRECKSVILLE-BROADVIEW HEIGHTS CSD  
 OH Cash Position Report

ACCOUNTING PERIOD : 7/25

FUND	SCC	DESCRIPTION	BEGIN BALANCE	MTD RECEIPTS	FYTD RECEIPTS	MTD EXPENDITURES	FYTD EXPENDITURES	CURRENT FUND BALANCE	CURRENT ENCUMBRANCE	UNENCUMBERED FUND BALANCE
300	914U	TENNIS-GIRLS 3,714.51		0.00	0.00	0.00	0.00	3,714.51	1,000.00	2,714.51
300	914V	TENNIS-BOYS 3,640.51		0.00	0.00	0.00	0.00	3,640.51	1,000.00	2,640.51
300	914W	TRACK & FIELD-GIRLS 10,375.21		0.00	1,097.11	0.00	0.00	11,472.32	1,000.00	10,472.32
300	914X	TRACK & FIELD-BOYS 10,318.50		0.00	1,104.15	0.00	0.00	11,422.65	1,000.00	10,422.65
300	914Y	VOLLEYBALL-GIRLS 24,320.39		0.00	13,024.72	916.00	19,326.19	18,018.92	1,314.52	16,704.40
300	914Z	VOLLEYBALL-BOYS 267.44		0.00	0.00	0.00	0.00	267.44	1,000.00	-732.56
300	915A	HS ATHLETICS-WRESTLING 7,752.88		0.00	1,510.22	0.00	4,719.71	4,543.39	1,000.00	3,543.39
300	950A	HS ATHLETIC FUND 0.00	11,735.20		117,564.65	4,772.99	150,288.95	-32,724.30	5,045.41	-37,769.71
300	980A	MS - ATHLETIC FUND 906.13	3,033.00		11,302.00	450.00	8,710.16	3,497.97	232.79	3,265.18
300	985R	MS ATHLETIC FUND-RESALE 813.58	0.00		0.00	0.00	0.00	813.58	0.00	813.58
300	990A	WRESTLING TOURNAMENT 17,171.15	23,934.00		35,545.00	16,371.91	16,389.83	36,326.32	7,970.51	28,355.81
Total For Fund 300:			340,088.63	50,718.75	367,019.21	58,189.17	427,774.52	279,333.32	63,538.97	215,794.35
401	9024	FY24 ASSUMPTION 20,780.26		0.00	-5,383.65	0.00	15,396.61	0.00	0.00	0.00
401	9025	FY25 ASSUMPTION AUX 0.00	262.91		103,422.37	486.05	11,239.37	92,183.00	5,113.06	87,069.94
Total For Fund 401:			20,780.26	262.91	98,038.72	486.05	26,635.98	92,183.00	5,113.06	87,069.94
451	9020	K-12 CONNECTIVITY 3,154.29		0.00	3,000.00	0.00	0.00	6,154.29	5,400.00	754.29

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BRECKSVILLE-BROADVIEW HEIGHTS CSD  
 OH Cash Position Report

ACCOUNTING PERIOD : 7/25

FUND	SCC	DESCRIPTION	BEGIN BALANCE	MTD RECEIPTS	FYTD RECEIPTS	MTD EXPENDITURES	FYTD EXPENDITURES	CURRENT FUND BALANCE	CURRENT ENCUMBRANCE	UNENCUMBERED FUND BALANCE
-----										
Total For Fund	451:		3,154.29	0.00	3,000.00	0.00	0.00	6,154.29	5,400.00	754.29
499	9023	FY23 SAFETY SECURITY 22.13		0.00	0.00	0.00	22.13	0.00	0.00	0.00
499	9024	FY24 SAFETY AND SECURITY 2,000.00		0.00	0.00	525.76	149.20	1,850.80	1,850.80	0.00
499	9025	BWC 3 - 1 CUSTODIAL GRANT 0.00		0.00	37,908.57	0.00	37,908.57	0.00	0.00	0.00
499	9124	FY24 AG SECURITY GRANT 18,048.25		0.00	0.00	0.00	-10,014.25	28,062.50	2,266.80	25,795.70
499	9224	BWC - HVAC GRANT 14,850.00		0.00	0.00	0.00	14,850.00	0.00	0.00	0.00
499	9324	BWC 3 TO 1 39,825.00		0.00	0.00	0.00	39,825.00	0.00	0.00	0.00
-----										
Total For Fund	499:		74,745.38	0.00	37,908.57	525.76	82,740.65	29,913.30	4,117.60	25,795.70
516	9024	FY24 IDEA-B 0.00		0.00	710.00	0.00	710.00	0.00	0.00	0.00
516	9025	FY25 IDEA-B MS INSTRUCT 0.00		0.00	0.00	54,736.29	664,258.49	-664,258.49	122,984.37	-787,242.86
-----										
Total For Fund	516:		0.00	0.00	710.00	54,736.29	664,968.49	-664,258.49	122,984.37	-787,242.86
551	9025	FY25 TITLE III ES INSTR. 0.00		0.00	0.00	3,675.11	13,942.01	-13,942.01	148.90	-14,090.91
-----										
Total For Fund	551:		0.00	0.00	0.00	3,675.11	13,942.01	-13,942.01	148.90	-14,090.91

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BRECKSVILLE-BROADVIEW HEIGHTS CSD  
 OH Cash Position Report

ACCOUNTING PERIOD : 7/25

FUND	SCC	DESCRIPTION	BEGIN BALANCE	MTD RECEIPTS	FYTD RECEIPTS	MTD EXPENDITURES	FYTD EXPENDITURES	CURRENT FUND BALANCE	CURRENT ENCUMBRANCE	UNENCUMBERED FUND BALANCE
572	9024	FY24 TITLE IA 0.00	0.00	0.00	6,510.74	0.00	6,510.74	0.00	0.00	0.00
572	9025	FY25 TITLE I 0.00	0.00	0.00	0.00	61,755.28	253,357.86	-253,357.86	2,637.50	-255,995.36
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Total For Fund 572:			0.00	0.00	6,510.74	61,755.28	259,868.60	-253,357.86	2,637.50	-255,995.36
584	9025	FY25 TITLE IV 0.00	0.00	11,700.85	11,700.85	10.00	11,710.85	-10.00	7,264.15	-7,274.15
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Total For Fund 584:			0.00	11,700.85	11,700.85	10.00	11,710.85	-10.00	7,264.15	-7,274.15
590	9024	FY24 TITLE IIA 0.00	0.00	0.00	3,591.00	0.00	3,591.00	0.00	0.00	0.00
590	9025	FY25 TITLE IIA 0.00	0.00	25,619.17	25,619.17	4,350.07	29,969.24	-4,350.07	19,309.72	-23,659.79
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Total For Fund 590:			0.00	25,619.17	29,210.17	4,350.07	33,560.24	-4,350.07	19,309.72	-23,659.79
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GRAND TOTALS:			41,247,869.81	2,050,079.78	32,813,407.59	6,639,539.23	41,433,596.21	32,627,681.19	6,971,080.19	25,656,601.00

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BRECKSVILLE-BROADVIEW HEIGHTS CSD  
 OH Cash Position Report

ACCOUNTING PERIOD : 7/25

FUND	SCC	DESCRIPTION BEGIN BALANCE	MTD RECEIPTS	FYTD RECEIPTS	MTD EXPENDITURES	FYTD EXPENDITURES	CURRENT FUND BALANCE	CURRENT ENCUMBRANCE	UNENCUMBERED FUND BALANCE
001		26,776,747.66	1,494,199.13	27,706,824.05	6,177,542.66	33,521,827.08	20,961,744.63	3,269,898.83	17,691,845.80
002		3,735,244.74	150,000.00	1,398,172.22	0.00	1,578,943.05	3,554,473.91	752,693.05	2,801,780.86
003		3,667,968.45	31,781.31	988,635.02	34,658.07	2,980,167.56	1,676,435.91	1,295,112.34	381,323.57
004		2,853,680.07	13,917.68	123,419.29	0.00	137,940.33	2,839,159.03	271,057.31	2,568,101.72
006		757,474.32	111,704.07	792,024.20	128,010.47	795,447.60	754,050.92	478,892.32	275,158.60
007		152,660.50	186.99	40,813.90	0.00	80,325.00	113,149.40	1,000.00	112,149.40
009		428,312.62	9,984.43	265,978.76	8,882.32	168,042.62	526,248.76	55,107.23	471,141.53
013		60,000.00	0.00	10,000.00	0.00	0.00	70,000.00	0.00	70,000.00
014		87,617.07	78,780.50	235,763.92	11,094.62	50,468.68	272,912.31	13,977.72	258,934.59
018		175,288.16	11,341.69	46,326.26	8,477.49	32,715.03	188,899.39	4,520.62	184,378.77
019		210,914.91	330.00	55,810.00	18,821.37	150,964.61	115,760.30	55,387.36	60,372.94
020		683,250.65	26,841.80	280,859.62	36,312.79	257,862.66	706,247.61	15,833.51	690,414.10
035		150,000.00	0.00	100,000.00	0.00	0.00	250,000.00	0.00	250,000.00
070		850,000.00	0.00	0.00	0.00	0.00	850,000.00	467,000.00	383,000.00

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BRECKSVILLE-BROADVIEW HEIGHTS CSD  
 OH Cash Position Report

ACCOUNTING PERIOD : 7/25

FUND	SCC	DESCRIPTION BEGIN BALANCE	MTD RECEIPTS	FYTD RECEIPTS	MTD EXPENDITURES	FYTD EXPENDITURES	CURRENT FUND BALANCE	CURRENT ENCUMBRANCE	UNENCUMBERED FUND BALANCE
200		219,942.10	32,710.50	214,682.09	32,011.71	157,690.65	276,933.54	60,085.63	216,847.91
300		340,088.63	50,718.75	367,019.21	58,189.17	427,774.52	279,333.32	63,538.97	215,794.35
401		20,780.26	262.91	98,038.72	486.05	26,635.98	92,183.00	5,113.06	87,069.94
451		3,154.29	0.00	3,000.00	0.00	0.00	6,154.29	5,400.00	754.29
499		74,745.38	0.00	37,908.57	525.76	82,740.65	29,913.30	4,117.60	25,795.70
516		0.00	0.00	710.00	54,736.29	664,968.49	-664,258.49	122,984.37	-787,242.86
551		0.00	0.00	0.00	3,675.11	13,942.01	-13,942.01	148.90	-14,090.91
572		0.00	0.00	6,510.74	61,755.28	259,868.60	-253,357.86	2,637.50	-255,995.36
584		0.00	11,700.85	11,700.85	10.00	11,710.85	-10.00	7,264.15	-7,274.15
590		0.00	25,619.17	29,210.17	4,350.07	33,560.24	-4,350.07	19,309.72	-23,659.79
GRAND TOTALS:		41,247,869.81	2,050,079.78	32,813,407.59	6,639,539.23	41,433,596.21	32,627,681.19	6,971,080.19	25,656,601.00

SELECTION CRITERIA: YEAR: 2025 PERIOD: 7 THRU 7 CASH BALANCE FUNDS: 001

LINE	DESCRIPTION		PERIOD ESTIMATE	PERIOD ACTUAL	PERIOD DIFFERENCE	FISCAL YTD ESTIMATE	FISCAL YTD ACTUAL	FISCAL YTD DIFFERENCE
1.010	Genl Prop Tax (Real Estate)	*	0.00	834,000.00	834,000.00	0.00	18,978,443.81	18,978,443.81
1.020	Tang Persnl Prop Tax	*	0.00	0.00	0.00	0.00	1,201,684.86	1,201,684.86
1.030	Income Tax		0.00	0.00	0.00	0.00	0.00	0.00
1.035	Unrestricted Grants-in-Aid	*	0.00	477,363.95	477,363.95	0.00	2,952,945.02	2,952,945.02
1.040	Restricted Grants-in-Aid	*	0.00	23,358.96	23,358.96	0.00	327,878.26	327,878.26
1.045	Restricted Fed Grants-in-Aid		0.00	0.00	0.00	0.00	0.00	0.00
1.050	Property Tax Alloc	*	0.00	0.00	0.00	0.00	2,104,147.44	2,104,147.44
1.060	All Other Operating Revenue	*	0.00	156,296.20	156,296.20	0.00	2,106,327.42	2,106,327.42
1.070	Total Revenue	*	0.00	1,491,019.11	1,491,019.11	0.00	27,671,426.81	27,671,426.81
OTHER FINANCING SOURCES								
2.010	Proceeds From Sale of Notes		0.00	0.00	0.00	0.00	0.00	0.00
2.020	St Emer Loans & Adv (Appr)		0.00	0.00	0.00	0.00	0.00	0.00
2.040	Operating Transfers-In		0.00	0.00	0.00	0.00	0.00	0.00
2.050	Advances-In		0.00	0.00	0.00	0.00	0.00	0.00
2.060	All Other Financing Sources	*	0.00	3,180.02	3,180.02	0.00	35,397.24	35,397.24
2.070	Total Other Financing Sources	*	0.00	3,180.02	3,180.02	0.00	35,397.24	35,397.24
2.080	Total Rev & Other Fin Srcs	*	0.00	1,494,199.13	1,494,199.13	0.00	27,706,824.05	27,706,824.05
EXPENDITURES								
3.010	Personal Services	*	0.00	4,454,028.95	4,454,028.95	0.00	21,602,493.89	21,602,493.89
3.020	Empl Retire & Ins Benefits	*	0.00	1,208,467.45	1,208,467.45	0.00	7,562,450.16	7,562,450.16
3.030	Purchased Services	*	0.00	409,217.27	409,217.27	0.00	2,881,522.10	2,881,522.10
3.040	Supplies & Materials	*	0.00	90,783.33	90,783.33	0.00	893,557.25	893,557.25
3.050	Capital Outlay	*	0.00	262.00	262.00	0.00	38,686.81	38,686.81
3.060	Intergovernmental		0.00	0.00	0.00	0.00	0.00	0.00
4.010	All Principal (Historical)		0.00	0.00	0.00	0.00	0.00	0.00
4.020	Principal-Notes		0.00	0.00	0.00	0.00	0.00	0.00
4.030	Principal-State Loans		0.00	0.00	0.00	0.00	0.00	0.00
4.040	Principal-State Advancements		0.00	0.00	0.00	0.00	0.00	0.00
4.050	Principal-HB 264 Loans		0.00	0.00	0.00	0.00	0.00	0.00
4.055	Principal-Other		0.00	0.00	0.00	0.00	0.00	0.00
4.060	Interest & Fiscal Charges		0.00	0.00	0.00	0.00	0.00	0.00
4.300	Other Objects	*	0.00	14,783.66	14,783.66	0.00	358,116.87	358,116.87
4.500	Total Expenditures	*	0.00	6,177,542.66	6,177,542.66	0.00	33,336,827.08	33,336,827.08
OTHER FINANCING USES								
5.010	Operational Transfers-Out	*	0.00	0.00	0.00	0.00	185,000.00	185,000.00
5.020	Advances-Out		0.00	0.00	0.00	0.00	0.00	0.00
5.030	All Other Financing Uses		0.00	0.00	0.00	0.00	0.00	0.00
5.040	Total Other Financing Uses	*	0.00	0.00	0.00	0.00	185,000.00	185,000.00
5.050	Total Exp & Other Fin Uses	*	0.00	6,177,542.66	6,177,542.66	0.00	33,521,827.08	33,521,827.08
6.010	Excess Rev & Other Fin Src	*	0.00	-4,683,343.53	-4,683,343.53	0.00	-5,815,003.03	-5,815,003.03
7.010	Beginning Cash Balance		0.00	25,645,088.16	25,645,088.16	0.00	26,776,747.66	26,776,747.66
7.020	Ending Cash Balance	*	0.00	20,961,744.63	20,961,744.63	0.00	20,961,744.63	20,961,744.63
8.010	Outstanding Encumbrances		0.00	3,269,898.83	3,269,898.83	0.00	3,269,898.83	3,269,898.83

Certified Staffing Agenda 02.12.2025

**RECOMMENDATIONS**

Last	First	Position	Bldg.	Contract	Effective	Rate	Note(s)
Anders	Ashley	Home Instruction	MS	N/A	2/3/2025	\$23.00 per hour	
Bullard-Tichy	Shirley	Grade 4 Teacher	ES	KSU Stipend	01/24/2025	\$324.82	Paid by University
Burke	Jen	Home Instruction	ES	N/A	1/28/2025	\$23.00 per hour	
Cocchiola	Steven	Music Teacher	HS	CSU Stipend	02/14/2025	\$129.93	Paid by University
Hanna	Scott	Music Teacher	MS	CSU Stipend	02/14/2025	\$129.93	Paid by University
Jonozzo	Kaitlyn	School Guidance Counselor	HS	2.00	1/1/25-7/31/25	Per Diem	Extended Days
Kolis	Morgan	Home Instruction	ES	N/A	1/28/2025	\$23.00 per hour	
Lapsansky	Eric	Home Instruction	MS	N/A	2/3/2025	\$23.00 per hour	
Lee	James	Home Instruction	MS	N/A	2/3/2025	\$23.00 per hour	
Piechowiak	Denise	Home Instruction	MS	N/A	2/3/2025	\$23.00 per hour	
Shingleton	Corey	Special Education Teacher	ES	CSU Stipend	02/14/2025	\$259.85	Paid by University
Shingleton	Corey	Home Instruction	ES	N/A	1/28/2025	\$23.00 per hour	

**RESIGNATIONS**

Last	First	Position	Bldg.	Effective	Note(s)
Lucky	Heather	Intervention Specialist	MS	6/4/2025	

**RETIREMENTS**

Last	First	Position	Bldg.	Effective	Note(s)
Schank	Robert	Physical Education Teacher	ES	5/31/2025	30 Years in BBHCS
Pagel	Tonya	Primary Teacher - Grade 2	ES	6/5/2025	37 Years in BBHCS

**UNPAID LEAVE**

Last	First	Position	Bldg.	Effective	Note(s)
Hughes	Emma	Intervention Specialist	ES	4/14/25-4/17/25	Personal - 4 days
Lester	Makayla	Elementary Teacher	ES	2025-2026 SY	Parental Leave

Classified Staffing Agenda 02.12.2025

<b>RECOMMENDATIONS</b>								
<b>Last</b>	<b>First</b>	<b>Position</b>	<b>Bldg.</b>	<b>Hours</b>	<b>Step</b>	<b>Contract</b>	<b>Effective</b>	<b>Note(s)</b>
Creel	Shana	Food Service Worker	ES	3.75	Step 1	1 of 1	2/10/2025	Pending successful completion of all BOE and SBOE requirements
Kaparcic	John	Substitute Custodian	D	N/A	\$13.00	N/A	2/5/2025	Pending successful completion of all BOE and SBOE requirements
Wiley	Susan	Assistant Team Leader	ES	6	\$16.00	NA	1/23/2025	Promotion from BK Team Assistant
Zurinsky	Emily	Substitute Food Service Worker	D	N/A	\$13.00	N/A	2/10/2025	Pending successful completion of all BOE and SBOE requirements
<b>RETIREMENTS</b>								
<b>Last</b>	<b>First</b>	<b>Position</b>	<b>Bldg.</b>	<b>Hours</b>			<b>Effective</b>	<b>Note(s)</b>
Strenk	Cheryl	Secretary	MS	8			8/15/2025	Personal
<b>UNPAID LEAVE</b>								
<b>Last</b>	<b>First</b>	<b>Position</b>	<b>Bldg.</b>	<b>Hours</b>			<b>Effective</b>	<b>Note(s)</b>
Galinas	Heather	Media Assistant	ES	7			4/22/2025	One Day Unpaid Leave
Pagan	Holly	Custodian II	HS	8			1/13/25-2/3/25	Fifteen Days Unpaid Leave

Extracurricular Spreadsheet 2024-2025

					Years	Step			1-2	3-5	6-8	9-11	12+
			Years and Step were frozen in 2011-12 for returning coaches						I	II	III	IV	V
							\$48,962		YRS OF EXPERIENCE				
	BOE Recommendations			Board Approval	Years	Step	% of Base	% of Stip end	1-2	3-5	6-8	9-11	12+
	Last Name	First Name	Additional Notes						I	II	III	IV	V
#Football - 9th - Assistant Coach	Herrick	Edwin	(Fixed Rate) (Approved 07/17/24) Revised	12-Feb-25					Volunteer				
#Lacrosse - Varsity Head Coach - Girls	Robatin	James	(Fixed Rate)	12-Feb-25	12		12.000%		\$5,875	\$6,316	\$6,790	\$7,299	\$7,846
Science Olympiad - H.S.	Miinea	Cristinel		12-Feb-25	1				Volunteer				
#Softball - J.V. Coach	Sokolowski	Kayla	(Fixed Rate)	12-Feb-25	2		9.000%	75%	\$4,407	\$4,737	\$5,092	\$5,474	\$5,885
#Tennis - Boys - Assistant Coach	Smith	Beth	(Fixed Rate)	12-Feb-25	2	V	7.125%	75%	\$3,395	\$3,650	\$3,924	\$4,218	\$4,534
#Track - Boys - Head Coach	Schank	Robert		12-Feb-25	12+	V	12.000%		\$5,875	\$6,316	\$6,790	\$7,299	\$7,846
#Track - Boys - Assistant Coach - 1	Wilson	Ronald	(Fixed Rate)	12-Feb-25			9.000%	75%	\$4,407	\$4,737	\$5,092	\$5,474	\$5,885
#Track - Girls - Assistant Coach - 1	Dubasak	Amy		12-Feb-25	12+	V	9.000%	75%	\$4,407	\$4,737	\$5,092	\$5,474	\$5,885
#Volleyball - Boys - Head Coach	Madden	Tyrone	(Fixed Rate)	12-Feb-25	1		13.500%		\$6,610	\$7,106	\$7,639	\$8,211	\$8,827
#Volleyball - Boys - Assistant Coach	Kraus	Wendy	(Fixed Rate)	12-Feb-25	1		10.125%	75%	\$4,957	\$5,329	\$5,729	\$6,159	\$6,620

# College Credit Plus and MyUniversity Guarantee Memorandum of Understanding

Terms and Conditions Prepared for:  
**Brecksville-Broadview Heights**

Prepared by:  
Lorain County Community College &  
The University Partnership



Lorain County  
Community College



The University  
Partnership

## **Objective**

Collaborate to provide an affordable cost-share model of course delivery for school districts to expand access to college-level courses for students on the high school campus and define pathways of 15 and 30 transcribed credits as well as associate and bachelor's degree pathways through the MyUniversity Guarantee. This agreement helps remove cost, transportation and time barriers to higher education and meet or exceed the dual enrollment requirements of Ohio Revised Code Chapter 3365. Brecksville-Broadview Heights and Lorain County Community College commit to collaboratively deliver educational programming and support services to foster student success.

Ohio's dual credit program, College Credit Plus, are based upon the following guiding principles:

- Students will always be the primary beneficiary of education policy;
- It is the responsibility of secondary and higher education institutions to work collaboratively and think innovatively in order to advance the achievement and success of Ohio's students;
- The College Credit Plus program should be structured to ensure open access to all college-ready students with minimal need for contributing student resources;
- There must be flexibility in the College Credit Plus program in order to encourage innovation;
- Increasing the participation rates of underrepresented and low-income student populations in programs that result in higher education rates and postsecondary persistence in an important education priority for the state; and
- Providing students with the opportunity for career exploration and promoting exposure to relevant college courses while in high school has value to students, parents, and the state.

## **Scope of Work**

Brecksville-Broadview Heights and Lorain County Community College (LCCC) will determine the college courses and degree pathways to be offered at Brecksville High School based upon the goals of Ohio's College Credit Plus, the MyUniversity Guarantee, school district needs, faculty qualifications (credentials) and faculty course mentor availability.

LCCC and Brecksville-Broadview Heights will follow the "Commission Guidance on Determining Qualified Faculty" as established by the Higher Learning Commission and adopted by the Ohio Department of Higher Education. LCCC academic deans have final approval with regards to qualified faculty.

High school teachers, as LCCC adjunct instructors, will be provided LCCC faculty course mentors. Together they will establish course expectations and ensure resources necessary to satisfy LCCC course outcomes.

## **Delivery**

Criteria for student participation will be based on Ohio's Remediation Free Standards and LCCC's placement criteria which includes considering high school preparation, performance on the college placement assessment and/or ACT or SAT scores, and GPA.

LCCC will administer the college placement assessment and other assessments as necessary at the request of the high school. Class time and mode of delivery will be structured to suit partner needs.

The course framework will be the same as courses taught at the LCCC campus and apply toward a degree or technical certificate\*. The course description, course syllabus and course description with student outcomes (CDSO) document will be shared and reviewed - prior to the start of the term with the high school instructor. Textbooks used will be the same as those used at the LCCC campus, including any online homework system used in particular courses.

LCCC academic deans have overarching responsibility for the standards, consistency and quality of the LCCC courses delivered at all sites.

Brecksville-Broadview Heights and LCCC will be in possession of confidential educational records and may not share or disclose these educational records with any party other than the student, the student's parents, school district and LCCC partners unless the student grants written permission otherwise.

### **Cost-Sharing**

The tuition cost to the school district for courses taught at the high school by high school teachers serving as LCCC Adjunct Instructors is the "floor" amount as set by the Ohio General Assembly, which is currently \$41.64 per credit hour per student. Courses that are taught by LCCC college faculty at the high school site are \$52.50 per credit hour per student. Courses taught on an LCCC campus or online are discounted at the rate of \$80 per credit hour.

The textbooks and required materials are the responsibility of the school district.

For students enrolled in LCCC courses online or located at an LCCC college campus the school district will be charged a \$25 per credit hour flat rate for **ALL** required, priced course materials which includes textbooks, both physical and digital formats, and any other supplies noted on course syllabus as required. Course materials subject to this rate include materials such as electronic resources that provide instant access or have been curated by faculty. Students will return all course materials to the LCCC Commodore Books and More (bookstore) at the end of each semester. Students who do not return their books may be billed for the balance of the cost of the book.

For students enrolled in LCCC classes taught at their high school the school district is responsible for the purchase of and reuse of textbooks. The textbooks may be purchased through LCCC Commodore Books and More (bookstore) or another vendor. LCCC will provide the names of required textbooks and corresponding ISBNs.

Course fees are the responsibility of the College.

The LCCC Bursar's Office is responsible for invoicing the state of Ohio each semester for tuition at LCCC, at agreed upon rates.

### **Partner Responsibilities**

LCCC will:

- Identify qualified instructors with school partner who meet Ohio Department of Higher Education's academic credential requirements\*.
- Meet with the high school instructor prior to course delivery and thereafter via phone, email, virtual platform, discussion board, in-person, etc.\*
- Assign an LCCC college advisor to each student who will coordinate career and academic advising services as well as connect students to opportunities and resources that foster student success\*.
- Share course resources (course archive materials, sample syllabi, common projects, essays, assignments, exams, and rubrics) as applicable.
- Ensure expectations and protocols are in place regarding accreditation, faculty roles and responsibilities.

\*Denotes a required component of Ohio Revised Code Chapter 3365.

- Provide at least one, three-hour professional development session for high school faculty per school year\*.
- Conduct at least one classroom observation per school year of each course offered through College Credit Plus. These visits will be scheduled prior to visiting the site\*.
- Promote College Credit Plus opportunities on LCCC's website\*.
- Annually coordinate with each school district partner to present at least one dedicated College Credit Plus event for students and parents\*.

School District will:

- Send written notice of expulsion of any shared College Credit Plus students, including date of expulsion and expiration date to the School & Community Partnership Office via [ccp@lorainccc.edu](mailto:ccp@lorainccc.edu).
- Complete and submit attendance reports and student outcome assessments by the required deadlines.
- Assist in identifying district faculty who meet Ohio Department of Higher Education's academic credential requirements.
- Access and utilize LCCC's course management system (Canvas) to upload course materials and resources as well to provide current class status via the gradebook function.
- Assure school district faculty meet with LCCC faculty prior to course delivery and thereafter via phone, email, virtual platform, discussion board, in-person, etc.
- Provide support to LCCC in assuring the course deliverables as described in the Course Description with Student Outcomes (CDSO) document, including course rigor and depth, are achieved.
- Provide dedicated space for course delivery that supports the delivery of instructional programs and operational needs, including laboratory space with the appropriate equipment and consumables.
- Supply space for meetings, interviewing, and information sessions when appropriate.
- Provide computer technology access and connectivity as necessary as well as the school's external natted IP address if the school restricts cell phones use.
- Increase awareness of the college pathways through College Credit Plus and the MyUniversity Guarantee.

Together we will:

- Develop and/or update pathways that must be published as part of the school district's official course offerings\*. A minimum of two pathway opportunities through College Credit Plus will be created.
  - One where a student can earn 15 transcribed credits
  - One where a student can earn 30 transcribed credits
- Develop and publish pathways aligned to in-demand career and technical certificates and degrees.

\*Denotes a required component of Ohio Revised Code Chapter 3365.

- Develop and publish pathways to college career-technical certificates with embedded industry-recognized credentials that connect to associate degrees at LCCC and other colleges.
- Develop and publish pathways to the MyUniversity Guarantee connecting students to bachelor's degree opportunities through the University Partnership will be developed and published too.
- Meet all the requirements of the Ohio Revised Code, Chapter 3365 which governs College Credit Plus.

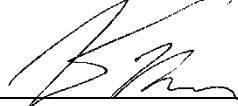
**Term**

This Agreement shall be re-evaluated and renewed yearly. It can be modified in writing by mutual agreement of partners and can be terminated by either party upon a six-month written notice of such intent to the other party.

This Agreement will be effective July 1, 2025-June 30, 2026.

**For Lorain County Community College**


1005 Abbe Road North, Elyria, OH 44035

  
 \_\_\_\_\_ 1/13/2025  
 Jonathan M. Volpe, MBA Date  
 Vice President for Administrative Services/Treasurer

**For Brecksville-Broadview Heights**

6638 Mill Road, Brecksville, OH, 44141

\_\_\_\_\_  
 Craig Yaniglos Date  
 Treasurer/CFO

  
 \_\_\_\_\_ 1/13/2025  
 Marcia J. Ballinger, Ph.D. Date  
 President

\_\_\_\_\_  
 Jeffrey Harrison Date  
 Superintendent  
 Brecksville-Broadview Heights

\*Denotes a required component of Ohio Revised Code Chapter 3365.

# COLLEGE CREDIT PLUS

## Memorandum of Understanding By and between

The University of Akron  
AND  
Brecksville-Broadview Heights City SD  
2025-2026 Academic Year

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### 1. STATEMENT OF WORK

The University of Akron, hereinafter called **The University**, will collaborate with **Brecksville-Broadview Heights City SD**, hereinafter called **The District**, to provide instructional services to qualifying students for University Credit.

### 2. THE PROGRAM

This College Credit Plus program is available to qualified students enrolled in The District. It is not intended to be a substitute for the academic programs, social growth opportunities, or other educational experiences provided by Ohio's schools. Rather, it is designed to provide enhanced access to university curricula for qualified students. This program hopes to increase the university attendance rate in The University's region by making university courses more readily available.

### 3. PARTICULARS

A. Instructional Services: Unless otherwise agreed by the parties, College Credit Plus courses will be taught in one of five formats:

A1. High School Teacher as Adjunct - Members of the high school faculty who are determined by The University and the discipline specific departments to qualify as adjunct faculty may teach a University course (using a University syllabus and University textbooks and examinations) for students through College Credit Plus as determined by The University. The class will simultaneously carry University and high school credit.

A2. On-Line Course Delivery - A member of the University faculty (as determined by The University) may teach a course on-line for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A3. Distance Learning Delivery - A member of the University faculty (as determined by The University) may teach a course via Distance Learning for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A4. UA Faculty to High School Site - A member of the University faculty (as determined by The University) may teach a course at the high school site for qualified students through College Credit Plus. The University and The District will agree upon a minimum enrollment to offer the class and The University reserves the right to cancel a class due to low enrollment. The class will simultaneously carry University and high school credit.

A5. High School Student to UA Campus (Any Site) – Qualified students may take a course on the campus of The University through College Credit Plus. This format includes hybrid courses with both an on-campus and online component. The class will simultaneously carry University and high school credit.

- B. All required textbooks, including access codes for e-books, will be the responsibility of the school district.
- C. Student Participation: Students interested in participating in this program must apply to The University for College Credit Plus. Determination of qualification will be made according to the standards of The University. Qualifying students will be eligible to enroll in these College Credit Plus classes for the fall, spring and summer semesters. Students must work with the Guidance Office at The District to ensure their high school requirements and District policies for graduation are satisfied.

Students will also be required to work closely with their University academic adviser to assure that all deadlines and requirements are met.

Students seeking accommodations for ADA will be required to be assessed through The University of Akron Office of Accessibility. Resources will be determined by the Office of Accessibility based on submitted documentation and assessment.

Students must remain eligible to continue to participate in the College Credit Plus program based on the State of Ohio guidelines.

#### **4. CURRICULUM**

- A. Course Schedule: Courses offered at The District will be determined by The District AND The University and will fall within the State of Ohio guidelines. Initial discussions regarding the course schedule for the upcoming school year will take place at meetings with the appropriate personnel from The University and The District. Changes to the course schedule will be made only upon agreement of both parties.
- B. Credit Hour Requirements: Courses offered at The District must meet the minimum number of “seat time” hours as determined by the credit hours for the course. A three-credit hour course must meet the equivalent of 150 minutes per week for fifteen weeks, for a total of 2,250 minutes for the semester. A four-credit hour course must meet the equivalent of 200 minutes per week for fifteen weeks, for a total of 3,000 minutes for the semester. Class time missed for holidays or teacher in-service days not observed by The University must be made up.
- C. Class Composition: All students in a class offered through College Credit Plus at The District must qualify for and be enrolled through College Credit Plus.

D. Courses will explicitly follow University course syllabi and include all required exams, assignments and student learning assessments, and final grades must be submitted by the specified deadline set by the University. Course instructors will maintain all privileges, responsibilities, and expectations as a University adjunct faculty member, including in-class evaluations by University personnel and student course evaluations.

**5. TERM**

The services described in this Agreement will be provided for the 2025 - 2026 academic year (summer, fall and spring.)

**6. CANCELLATION**

This MOU may be terminated only as follows:

Upon written notice given no less than sixty (60) day prior to the expiration of the then-current term if sufficient funding is no longer available from the State of Ohio.

**7. COST SHARING**

The District will be assessed for College Credit Plus as described below:

Format 1: The District will be assessed for students taking College Credit Plus courses at the high school, through Particular **A1**, based on the following formula:

**Ohio Department of Higher Education Floor** per credit hour x number of credit hours x number of students = assessed amount

Format 2: The District will be assessed for students taking College Credit Plus courses at the high school, through Particulars **A3** or **A4**, based on the following formula:

**Ohio Department of Higher Education Mid-Rate** per credit hour x number of credit hours x number of students = assessed amount

Format 3: The District will be assessed for students taking College Credit Plus courses on the campus (any site) of The University, through Particular **A2**, **A5**, based on the following formula:

**Ohio Department of Higher Education Ceiling** per credit hour x number of credit hours x number of students = assessed amount

**8. ENTIRETY OF AGREEMENT**

This Agreement, including Exhibit A constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and executed by authorized representatives of both parties.

**9. NONDISCRIMINATION**

Each party agrees that there shall be no unlawful discrimination because of race, color, religion, sex/gender, sexual orientation, gender identity or expression, age, national origin, ethnicity, disability, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a nursing mother, status as a foster parent, military status, genetic information, or status as a veteran.

**10. PUBLICITY**

No publicity containing any reference to The University, other than the fact that the Agreement exist between the parties, shall be used by either party, except upon prior approval by the other party.

**11. GOVERNING LAW**

The terms of the Agreement shall be governed and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement the day and year above written.

**THE UNIVERSITY OF AKRON**

**DISTRICT**

**BY:**

**BY:**

\_\_\_\_\_  
Dr. John Wiencek  
Executive VP & Provost

\_\_\_\_\_  
Jeffrey Harrison, Superintendent  
Brecksville-Broadview Heights City SD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Reviewed and approved for  
legal form and sufficiency:

\_\_\_\_\_  
Scott M. Campbell  
Assistant General Counsel

\_\_\_\_\_  
Date

## Exhibit A

Participation in the College Credit Plus program is intended to serve qualified 7<sup>th</sup> through 12<sup>th</sup> grade students. The determination of a student's qualifications will be made solely by The University.

### **Preferred College Credit Plus Eligibility Requirements for 7<sup>th</sup> through 12<sup>th</sup> grade participants:**

All applicants must meet the following Eligibility standards as outlined by the Ohio Department of Higher Education

- 3.0 Cumulative Unweighted High School GPA  
Or
- Obtain at least one remediation-free score on the ACT or SAT as determined by the Ohio Department of Higher Education:
  - ACT English of 18, ACT Reading of 22 or ACT Math of 22
  - SAT Evidence-based Reading & Writing of 480 or SAT Math of 530
- Students with at least a 2.75 cumulative unweighted high school GPA will be evaluated by the Office of Admissions to determine if ACT or SAT scores are required.
- 7th and 8th grade applicants without an established high school GPA must take the ACT or SAT.
- All eligibility will be evaluated on a case by case basis
- Admission does not guarantee course placement. Students admitted without ACT/SAT scores, or students with test scores who do not automatically place into college-level courses will be required to complete necessary placement testing through the University.



**College Credit Plus**

**MEMORANDUM OF UNDERSTANDING**

**School Year 2025-2026**

**Between**

**Kent State University**  
*(hereafter known as IHE)*

**AND**

**School District**  
*(hereafter known as LEA)*

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## **SECTION I: INTRODUCTION, DEFINITION, AND PURPOSE**

"College Credit Plus Program" (hereafter CCP) means a program that provides multiple opportunities for secondary school students in grades 7-12 who are Ohio residents to enroll in college-level courses on a full or part time basis and complete allowable academic, non-sectarian, non-remedial courses, for high school and college credit pursuant to ORC3365.02 (effective 9/29/2017).

Kent State University allows eligible students entering grades 7-12 to enroll in college courses while attending middle or high school and permits the students to take courses in place of, or in addition to, the normal course load at their high school in its CCP program. Students must apply and be eligible to participate in the program to receive college credit. In addition, students admitted to the program must meet the same requirements as all other college students. College credit earned upon successful completion of the course(s) may be applied towards an Associate Degree or Baccalaureate Degree at Kent State University or may transfer to other colleges and universities.

The primary purpose of the CCP program is to increase the educational options and opportunities for secondary students. Fundamentally, CCP provides the opportunity for students in grades 7-12 to earn credit at the secondary and postsecondary levels simultaneously. The program may also encourage more students to consider post-secondary education. Research indicates that CCP programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban. CCP is not intended to be a substitute for the academic programs and other educational experiences offered by Ohio's high schools.

This Memorandum of Understanding (MOU) includes multiple sections for the different types of CCP course delivery, credentialing and responsibilities of high school instructors, and financial structure for the 2025-2026 Academic Year.

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## **SECTION II: SCOPE**

College Credit Plus (CCP) shall be provided in accordance with the terms and conditions of this uniform College Credit Plus Master Agreement (*hereafter* Agreement), which supersedes all previous agreements, versions and addenda.

This Agreement applies to local education agencies (public school districts, locally chartered and state-chartered charter schools, state-supported schools) (*hereafter* LEA).

This Agreement applies to all Kent State University campuses. Separate agreements with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. The LEA may complete agreements with multiple Colleges and Universities. The University may complete agreements with multiple LEAs.

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## **SECTION III: STATE REPORTING**

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

## **SECTION IV: LIABILITY OF PARTIES**

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this Agreement, as may be determined by a court of competent jurisdiction, and each party hereby agrees only to be responsible for certain claims with respect to that party's actions in connection with this Agreement. It is specifically agreed that neither party shall indemnify the other party and each party agrees to be responsible for its own defense. The parties agree that nothing in this provision shall be construed as a waiver of the protections, immunities, and limitations for by the laws of the State of Ohio, including but not limited to Ohio Revised Code 9.27. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign or qualified immunity of the University, its employees, and/or the State of Ohio.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presence of students on its campus.

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## **SECTION V: STUDENT ELIGIBILITY AND ADMISSION**

### **Steps to Admission**

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

- a. Evidence student meets or exceeds state CCP remediation free standards as indicated in the "Uniform Statewide Standards for Remediation-Free Status" dated May 2019 (see Appendix C) and/or secondary school transcripts with an unweighted high school GPA of 3.0 or higher or other eligibility requirements.
- b. Online CCP application submitted prior to IHE application deadline: April 15 for Summer; June 1 for Fall; October 15 for Spring enrollment - Applications are FREE of charge
- c. Secondary school transcripts
- d. CCP Permission Form signed by student and parent/guardian
- e. Applications are reviewed holistically in accordance with practices utilized with undergraduate applications for admission

Upon admission, students will participate in required orientation events and will meet with an assigned academic advisor prior to initial course registration. Students will continue to meet with their academic advisor prior to registration each academic term.

### **Course Approval**

Student approval for CCP courses shall be by the IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in allowable courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 18 semester hours of credit per semester; no more than 30 credit hours per academic year; and not more than the equivalent of four academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of section 3365.06 of the Revised Code, including those students eligible to start participating in the

program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

- 1) Determine student's number of high school ONLY units.
- 2) Multiply that number by 3, and
- 3) Subtract the result from the number 30.
- 4) That number is the total number of college credits that a CCP student may earn that academic year (summer, fall and spring terms) at any college or university as part of CCP.

**Course Requirements**

The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information whether the course is taught at the high school or college location or taught by a credentialed high school faculty member or IHE faculty member.

**Eligible Semesters**

Eligible students may enroll in CCP courses during Summer, Fall and Spring Semester under this Agreement pursuant to the provisions of ORC 3365.

**Academic Standing**

Students whose semester and/or cumulative Kent State University GPAs fall below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP. Students enrolled in CCP are subject to Kent State University policies regarding academic probation and dismissal.

CCP students shall follow the guidelines provided in ORC 3365.091 (effective 9/29/2017) and any other laws or regulations that may come into effect beginning with the summer term of the 2025-2026 academic year and the LEA shall be responsible for monitoring academic progress for students enrolled in multiple IHEs.

The LEA shall be responsible for placing an underperforming student as defined in OAC 3333-1-65.13 (effective 2/15/2018) on CCP probation and dismissing a student from the CCP program according to the guidelines provided within this rule. The LEA shall promptly notify the student, the student's parent, and the IHE in which the student is enrolled of the student's status.

---

**SECTION VI: COURSE ELIGIBILITY AND APPROVAL**

The following general eligibility and approval requirements shall apply to all CCP Agreements:

**Course Location and Format**

CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

**Academic Quality of CCP Courses**

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the

IHE's normal offerings. All students enrolled in the IHE under the CCP program must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered. Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same textbook and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the University Outreach and Engagement Office contacts outlined in Appendix B. Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and ODHE.

### **CCP 15 and 30 Credit Hour Pathways**

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A. Additional pathways may be created between an IHE campus and school district. These Pathways shall be published among the LEA school's official list of course offerings from which a participant may select pursuant to ORC 3365.13.

### **Eligible Courses**

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP within the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2025-2026 academic year. CCP courses may be taken as high school electives or as high school core course credits. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that are not a Level I course for which they have met prerequisites.

### **Non-Allowable Courses**

Pursuant to Ohio Administrative Code 3333-1-65.12, the following courses are non-allowable unless the Chancellor approves them for certificate or degree completion:

- One-on-one private instruction courses
- Courses with fees that exceed amount set by Chancellor
- Study abroad courses
- Physical education courses
- *PIF* or *SIU* grades (unless the course is an internship or is a transferable course for all students enrolled)
- Remedial courses and Sectarian religion courses

## **SECTION VII: HIGH SCHOOL DELIVERED COURSES - GUIDELINES**

The selection and offering of CCP courses are a shared responsibility between the IHE and each LEA. Each institutional representative is responsible for upholding all course requirements and agreements.

### **Memorandum of Understanding**

The MOU authorizes the offering of CCP courses at participating LEAs. The MOU remains in effect for the academic year of 2025-2026 or until amended with agreement by both parties. See Section XXI for the Signature Page.

### **Overall Expectations of LEAs**

- Adhere to all MOU requirements as noted within this document.
- Ensure that all students considering participation in IHE courses at the LEA location have completed the free online CCP application and have provided supporting documentation prior to the **IHE CCP application deadline dates of April 15 for Summer Semester, June 1 for Fall Semester and October 15 for Spring Semester courses.**
- Submit names, applications, and supporting application documents for all CCP teacher candidates by March 1.
- Support the CCP teacher's attendance for a minimum of three (3) contact hours per year for IHE's required professional development offerings or meetings.
- Course syllabi must be submitted to the IHE academic department and the University Outreach and Engagement office and reviewed prior to the first day of classes for each course offered at the high school location.
- Review IHE course enrollment lists and finalize student enrollment at least 14 days prior to the first day of classes for each course offered at the high school locations. The LEA must provide each participating student's SSID numbers to IHE according to the CCP timeline.
- Communicate all schedule changes immediately to the IHE including add, drop, and withdrawal. Deadlines for each type of schedule change will be established at the beginning of the academic term.
- Adhere to IHE guidelines for minimum and maximum course section enrollments.
- Follow the rules of the CCP legislation as identified by the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education, and the Ohio Department of Higher Education.

### **CCP Courses Taught on the LEA Campus and Student Enrollment**

CCP courses delivered on the LEA campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and
- All CCP students (enrolled and therefore receiving college and high school credit) must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.
- A student (not enrolled in the IHE) shall, along with the student's parents, be notified the student is not earning college credit and would likely be required to retake the course upon college enrollment if college credit is desired. The LEA is responsible for providing this notification in writing.

## **SECTION VIII: CCP HIGH SCHOOL TEACHERS - CLASSIFICATION, CREDENTIALING, AND MONITORING**

### **Classification of CCP Teachers**

CCP teachers are certified or licensed high school teaching employees who have been approved to teach Kent State University courses at those teachers' high schools during the regular school day. These teachers are employed by, and remain employees of the School Districts, not Kent State University.

### **Teaching Load**

CCP teachers are full-time employees of their School Districts and are contractually obligated to teach an assigned number of classes during the day by their School District. Therefore, the number of classes that are offered for CCP is determined by the number of qualifying students and may vary from high school to high school.

### **IHE Policy and Procedures**

Although CCP teachers are full-time employees of the School District wherein each teaches the college course(s), CCP teachers are expected to follow all IHE policies as applicable during the instructional time designated for CCP courses.

### **Credentialing of CCP Teachers**

CCP teachers must meet the minimum credential requirements for postsecondary faculty as described within Chapter 4 of the "Guidelines and Procedures for Academic Program Review" document, published by the Ohio Department of Higher Education, July 2016:

### **Faculty Credentials**

*The following expectations apply to all full-time and part-time instructors, including graduate teaching assistants and high school teachers who serve as adjunct faculty members for dual enrollment courses.*

1. For general education courses:
  - Faculty members teaching general education courses must hold a minimum of a master's degree in the discipline or a master's degree and a cohesive set of at least 18 semester credit hours of graduate coursework relevant to the discipline.
  - Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors while enrolled in a program to meet credentialing requirements. Examples of such individuals include graduate teaching assistants (GTAs), adjunct faculty members and dual enrollment faculty members
2. For courses other than general education courses:
  - Faculty members must hold a terminal degree or a degree at least one level above the degree level in which they are teaching:
    - At least a bachelor's degree if teaching in an associate degree program
    - At least a master's degree if teaching in a bachelor's degree program
    - A terminal degree if teaching in a graduate program.

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<sup>3</sup> A "cohesive set" of courses is a program of study that includes disciplinary content comparable to that which would be obtained in a master's degree program in the discipline. The program of study should be planned in collaboration with experts in the discipline and preferably completed at a single institution.

- *Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs) or adjunct faculty members who are working toward meeting the faculty credentialing requirements.*
  - *Faculty members teaching technically- or practice-oriented courses must have practical experience in the field and hold current licenses and/or certifications, as applicable.*
  - *For programs involving clinical faculty (e.g., student teaching supervisors, clinical practicum supervisors), the credentials and involvement of clinical faculty are described and meet applicable professional standards for the delivery of the educational experiences.*
3. *The following expectations apply to all faculty members:*
- *Faculty members must hold a degree from a regionally or nationally accredited institution recognized by the U.S. Department of Education or the Council for Higher Education Accreditation or equivalent as verified by a member of the National Association of Credential Evaluation Services.*
  - *Where professional accreditation or licensing standards for faculty differ from the Chancellor's standards, faculty members are expected to meet the higher standards.*
  - *Faculty members must show evidence of continuing professional development in the discipline.*
  - *Faculty members who teach online courses must be prepared for teaching in an online environment (Source: Ohio Department of Higher Education, 2015)*

### **CCP Course Monitoring Process**

The IHE is responsible for ensuring that all CCP courses are taught by qualified teachers regardless of class location (i.e., college campus, high school campus, or satellite site). The IHE will monitor the quality of instruction in CCP courses in order to assure compliance with the standards established by the State of Ohio, the Higher Learning Commission, the College, the School District, and discipline specific accrediting bodies.

Course monitoring will include the following:

- Establish opportunities for CCP teachers to meet with appropriate IHE faculty to discuss the particular requirements for the courses and department as needed;
- Provide CCP teachers with information detailing add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, and other pertinent information;
- Coordinate Professional Development activities for the CCP teachers; and
- Conduct at least one observation for each teacher during the first year of review that the CCP Instructor is teaching the college-level course at the high school and at least once per year thereafter. The time for observations should be coordinated with the CCP instructor and building principal prior to the observation. The observation process will utilize the same criteria as for full-time and/or adjunct faculty.

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## **SECTION IX: CCP HIGH SCHOOL TEACHERS - APPLICATION PROCESSES**

The responsibilities of the LEA and IHE as well as the process for application and approval for CCP teachers are outlined as follows:

### **The LEA designee will:**

- Identify prospective CCP teachers who will meet the credentialing criteria by March 1 of each

year. **Only under specific and unanticipated circumstances might additional teachers be considered after March 1 for the upcoming school year.** Such circumstances include consideration of a new hire after the March 1 deadline owing to an unexpected retirement or resignation. IHE maintains the sole discretion whether to consider any CCP teachers after the March 1 deadline.

- Assist their teacher with the application process which will include but may not be limited to submitting transcripts, cover letter, and application.

**The IHE will:**

- Communicate with the LEA about the qualifications for CCP teachers.
- Meet with the prospective CCP teacher to answer questions and discuss the required expectations.
- Evaluate the prospective CCP teacher's credentials and transcripts before forwarding the documents to the appropriate Department Chair, Academic Dean, or Provost.

**CCP Teacher Application Process**

A high school teacher who is identified as a prospective CCP teacher must complete the IHE application process which includes:

- Kent State University online CCP Instructor Application form located on the Kent State CCP website ([www.kent.edu/ccp](http://www.kent.edu/ccp)).
- Resume including three professional letters of recommendation (Kent State University Department Chair will have the option to conduct reference checks).
- Undergraduate and graduate college or university transcripts from all institutions attended.
- Any additional information required to determine eligibility to teach the content material.

**Approval Process**

The approval process for the CCP teacher who will teach a college course will be consistent with the standards used to hire a faculty member for the course taught on the IHE campuses. Merely having the credentials to teach college courses is no assurance of approval into the program. The department chair has full authority to interview and to make the final decisions regarding the approval and dismissal of teachers teaching CCP courses in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective CCP teacher must be approved by the IHE department chair in the teaching discipline, the Academic Division Dean, or the Provost and meet the same qualifications as IHE faculty. **The IHE Provost (Chief Academic Officer) has the final and official approval authority of CCP teachers.**

In accordance with Ohio law, and with guidance from the Ohio Department of Education, teachers must have a completed background check on file with the district office. Refer to the Ohio Department of Education website for background check requirements. Kent State University will also conduct a background check prior to final approval of the CCP Instructor.

**Initial Approval of High School Teacher as CCP Teacher**

Department Chair and the University Outreach and Engagement office will utilize the following procedures as part of the approval process:

- University Outreach and Engagement will build the candidate's application packet and when complete forward the packet to the appropriate academic Chair or Dean.
- Chair or Dean reviews and confirms that the candidate's academic credentials meet minimum requirements.

- An interview and/or assessments may be required as part of the application process.
- The academic department will inform the University Outreach and Engagement of the candidate's status.
- Upon approval, the Office of Academic Personnel will provide the candidate with instructions regarding the process for completing a background check for the University and obtaining a \$0 teaching contract.

### **Conditional Approval of High School Teacher**

If a High School Teacher does not meet the minimum credential requirements but is conditionally approved to teach a CCP course, the "Credentialing of CCP Faculty" form must be completed by the high school teacher, high school principal, and signed by the Provost of Kent State University. The form identifies the plan for teachers to obtain the necessary requirements within a specific timeframe.

### **Continuation of High School Teacher as CCP Teacher**

After initial approval, a CCP teacher may continue teaching CCP courses without the need to undergo the approval process again contingent upon the following items:

- 1) CCP courses being taught continuously each year in the same discipline and/or teaching area:
- 2) CCP teacher teaching the course adequately meets all evaluation requirements, departmental requirements, responsibilities, and procedures including participation in at least three (3) hours of professional development provided by the IHE annually.

## **SECTION X: RESPONSIBILITIES OF CCP HIGH SCHOOL TEACHERS**

### **Curriculum, Course Competencies, and Teaching Requirements**

- CCP teachers will utilize the provided course syllabi document and will customize fields as appropriate. The syllabus may not be altered other than adding customized information in the allowable fields. No other logo other than Kent State University's may be included on the syllabus. The teacher's Kent State University email address must be included on the syllabus. Any syllabus that does not meet these requirements will be returned to the teacher and a new syllabus must be created.
- The syllabus must be submitted to Kent State University **prior to** the first week of instruction with one copy to the academic department and one copy to the University Outreach and Engagement office.
- Only the approved CCP teacher will teach the course. If a CCP teacher is unable to teach the course, arrangements must be made by contacting IHE prior to an extended absence.
- CCP teachers will notify students concerning their academic progress prior to the last day to drop/withdraw from the IHE course.
- LEA teachers, as instructors for the IHE in CCP courses taught at their school location are bound by the protections provided to college students by the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended. All educational records with identifiable student information are required to be safeguarded per University policy 3342.5 - 08.101  
[https://www.kent.edu/policyreg/operational-procedures-and-regulations-regarding-collection-retention-and-dissemination.](https://www.kent.edu/policyreg/operational-procedures-and-regulations-regarding-collection-retention-and-dissemination)

- CCP teachers will post formative and summative grades for assignments and exams on the IHE learning management system on a regular basis. Any grades posted to a secure LEA site must be restricted to student view only to comply with FERPA.
- Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.
- **Enrollment Verification, Midterm, Final and official** grades must be reported within the Kent State University FlashLine portal in a timely manner.
- All grades and information contained in the IHE learning management system and FlashLine portal are considered maintained by the IHE and subject to the same FERPA protections as afforded to any students enrolled in college coursework. CCP teachers are responsible for safeguarding identifiable information and providing FERPA protections to CCP students enrolled in courses taught at their high school location.
- CCP teachers are required to attend IHE departmental planning meetings and staff development activities, including CCP training workshops and engage in a minimum of three hours of documented professional development provided by the IHE each academic year.

### **Textbooks and Required Materials**

- CCP teachers are expected to use approved textbooks (whether hard copy or digital) and required materials for the IHE course.
- Textbooks must be college-level and approved by the Department Chairs.
- The textbooks and materials must be available to the students on the first day of class.
- Textbooks and materials may be obtained by contacting the IHE University Bookstore for the campus through which the course is being taught or may be obtained from another vendor.
- IHE will contact LEAs with changing textbook information as applicable. IHEs must confirm current editions of textbooks with the University Bookstore prior to purchasing textbooks from other vendors.

### **Contact Hours Pertaining to CCP Teachers**

- CCP teachers are obligated to meet the minimum required number of contact hours for the course(s) taught per semester. While courses may have variable start dates, all courses must follow the IHE end of term, final exam, and grade submission dates.
- In order to ensure meeting the required contact hours, CCP teachers are expected to make up lost contact hours.
- In line with the importance of contact hours and attendance, students may not be added to a course after the "last date to add" deadline, unless an error in the registration process occurred.

### **Student Evaluation of Instructor Performance**

CCP teachers will be evaluated once each semester by the students using the same course evaluation instruments utilized on the IHE's campuses. The evaluation information will be disseminated to the CCP teachers in advance to share with students approximately two weeks prior to the end of the academic semester. The course evaluation may be completed online or on paper depending on the IHE's decision for distribution.

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## **SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL**

This MOU is a binding agreement and, should either party fail to adhere to its responsibilities therein, the removal of CCP courses will be considered if the infraction is not corrected after documentation.

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## SECTION XII: GRANTING OF COLLEGE CREDIT

### Transcripts

The IHE is responsible for maintaining the college transcript for each student. All CCP approved courses are identified on the college transcript as regular college-level course work.

The LEA is responsible for maintaining the secondary school transcript. The IHE will provide official course grades to the LEA at the conclusion of the academic term and after course grades have been finalized. The LEA will post the actual course title, IHE name, and grade earned in the college course to the student's high school transcript. In cases where no grade is reported for a course, where a grade of "I" (incomplete) is reported, or where a grade change occurs after final grades have been posted, the student will request a transcript be sent to their LEA to verify corrected course grades.

Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.

Upon a student's request, the IHE will provide an official college transcript showing credit for the completed college-level course work. Depending upon the type of transcript requested, a service fee may be required. Students can access and print unofficial copies of their transcripts through their FlashLine portal.

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## SECTION XIII: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

The Family Educational Rights and Privacy Act (FERPA) is a Federal Law that protects the privacy of student education records, both financial and academic. For the student's protection, FERPA limits the release of student record information without the student's explicit written consent; however, it also gives the student's parent(s)/guardian(s) the right to review those records if the parent(s)/guardian(s) claim the student as a dependent on their Federal Income Tax Return.

### Communication with Parents for Students in Courses Delivered at High Schools:

CCP students are college students, and their educational records are protected by FERPA legislation. Students enrolled in college courses, regardless of the classroom location, are protected and communication must be carefully distributed.

CCP teachers for Kent State University must adhere to FERPA legislation. **Note that while enrolled in college courses, FERPA limits ALL instructors, including CCP teachers, to provide performance information only to the student without prior consent from the student.**

**Kent State University requires that each CCP teacher verify with the University that a valid FERPA Release Form and/or an approved Parent/Guardian Verification of Student Dependent Status form is in place at the University for any participating student prior to the release of any protected information.** Students may complete a FERPA release online through their FlashLine account or may complete a paper release form found online at <https://www.kent.edu/registrar/ferpa-forms> and submit this to the Kent State University Registrar.

In the event that a high school CCP teacher identifies a need to contact a student's parent proactively

regarding progress in the college course, they may only do so if a signed FERPA Release form is on file with the University.

**Communication with Parents for Students in Courses Delivered at IHE Locations:**

Students may grant Kent State University permission to release information about their student records to a third party (including parents, stepparents, etc.) by completing a FERPA Release Form online through their FlashLine account or completing a paper release form found online at <https://www.kent.edu/registrar/ferpa-forms> and submit this to the Kent State University Registrar. In the absence of a student initiated FERPA release, parent(s)/guardian(s) may submit a Parent/Guardian Verification of Student Dependent Status form for review to the University Registrar.

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**SECTION XIV: STATE REPORTING**

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

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**SECTION XV: APPEALS**

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

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**SECTION XVI: RELEVANT LAWS**

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this Agreement or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this Agreement. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

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**SECTION XVII: NONDISCRIMINATION**

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, disability, genetic information, age, military status, or identity as a disabled veteran or veteran of the Vietnam era, recently separated veteran, or other protected veteran.

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**SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION**

LEA and IHE shall cooperatively market the CCP program by:

- Equally promoting the Agreement to partner's students and their families, as well as to the communities served by the partner through each entity's website.

- LEA shall provide IHE with reasonable access to LEA students, parents and counselors to allow IHE to market and promote the program.

LEA shall market the CCP program by:

- Identifying this agreement with IHE in the required annual notice to students, in the required annual information session, in the annual program of studies, and on the school website.
- Providing IHE with advanced notification and an opportunity to present during the LEA's annual CCP informational sessions.
- Providing IHE with reasonable access to partner students, parents and counselors to allow IHE to market and promote the program.
- Assisting IHE in mailing promotional materials to partner students and parents by providing their home addresses.

IHE shall market the CCP program by:

- Identifying this agreement with the LEA on the CCP website.
- Providing an annual session for IHE counselors to meet with LEA representatives regarding the CCP program.

Each party shall, prior to the issuance of any news or press release marketing the program, provide notification and a copy of the release to the other party.

The LEA must adhere to the use of the IHE logo and signage guidelines which will be provided to LEA upon request.

## **SECTION XIX: FINANCIAL STRUCTURE AND COST SHARING**

1. The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
2. The cost of textbooks, course materials and supplies including access codes will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC 3365.07 with the exception of students enrolled under ORC 3365.06 (A).
  - 1) The LEA can choose to initiate and maintain an account with the IHE University Bookstore and can elect to purchase textbooks and materials through other vendors. Students shall have the required course textbooks and materials available by the first day of classes.
  - 2) Students can participate in the Kent State University Flash books initiative whereby textbooks are made available electronically at a cost savings to the district. This initiative is currently limited to a finite number of specified course sections. Billing for Flash books materials will be invoiced to districts separately from the IHE University Bookstore partner.
3. The IHE will invoice based on the following formula subject to approval by the Chancellor, Ohio Department of Higher Education:

### **High School Delivery - Option A:**

For courses taught by a high school teacher approved by the IHE at the LEA location, the rate will be the State of Ohio default floor amount established in the 2025 state budget (to be determined upon approval of the biennial state budget) x number of credit hours/course x number of students.

### **High School Delivery - Option B:**

For courses taught by an IHE faculty member at the LEA location, the rate will be the State of Ohio default midpoint amount established in the 2025 state budget (to be determined upon approval of the biennial state

budget) x number of credit hours/course x number of students.

**On Campus Delivery:**

For courses taught by a university faculty member at an IHE location, the cost will be the State of Ohio default ceiling amount established in the 2025 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

**Distance Learning Delivery:**

For courses being taught via distance learning, the cost will be the State of Ohio default ceiling amount established in the 2025 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of the LEA in consultation with the IHE. CCP students will have access to student resources at the IHE.

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**SECTION XX: TERMS AND CONDITIONS**

The initial term of this Agreement shall be from July 1, 2025, to June 30, 2026. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2026.

Either party may terminate this Agreement for cause upon written notice to the other party if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice of such breach. In the event of such failure to cure, this Agreement will terminate on the 30<sup>th</sup> day after such notice is provided. In the event of termination, both parties will work together to mitigate any effects of such termination upon currently enrolled students.

Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

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**SECTION XXI: APPROVALS**

IHE (Kent State University):

  
\_\_\_\_\_

Provost

11 December 2024

\_\_\_\_\_

Date

  
\_\_\_\_\_

Senior Vice President for Finance and Administration

12/11/2024

\_\_\_\_\_

Date

LEA \_\_\_\_\_

*(Partnering Secondary School Name)*

\_\_\_\_\_  
Superintendent/Headmaster/Chief School Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

## APPENDIX A

### Listing of Authorized College Credit Plus Courses 15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following page are representative of the suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll.

Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program and meet the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.

#### Course Enrollment Restrictions:

Students must complete 15 credit hours of courses designated as Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at colleges or universities participating in CCP. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.



**College Credit Plus Pathways**

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Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. Additional specific Pathways can be created between the LEA and IHE to address student needs. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 18 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: [catalog.kent.edu](http://catalog.kent.edu) as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

**15 Credit Hour Pathway**

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
	<b>Total Credits:</b>	<b>15</b>

**30 Credit Hour Pathway  
(includes 15 Credit Hour Pathway above)**

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
	<b>Total Credits:</b>	<b>15</b>

## APPENDIX B

### Kent State University Campus Contacts

Kent State University  
650 Hilltop Drive  
Kent, OH 44242  
330-672-1980

Dana Lawless-Andric, Ph.D.  
Senior Associate Vice President  
University Outreach & Engagement  
Kent State University  
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[dlawless@kent.edu](mailto:dlawless@kent.edu)  
OR  
[CCP@kent.edu](mailto:CCP@kent.edu)

Donald Bean  
Director, College Credit Plus, Academic Partnerships and Student Engagement  
University Outreach & Engagement  
Kent State University  
[dbean3@kent.edu](mailto:dbean3@kent.edu)  
OR  
[CCP@kent.edu](mailto:CCP@kent.edu)

Kristin Bechter  
Director, College Credit Plus, Policy and Data Management  
University Outreach & Engagement  
[kbechter@kent.edu](mailto:kbechter@kent.edu)  
OR  
[CCP@kent.edu](mailto:CCP@kent.edu)

## APPENDIX C

### College Readiness Indicators for CCP Students

	ACT	SAT <sup>1</sup>	Accuplacer <sup>2</sup>	
			Classic	Next Gen
English Sub Score	18	Evidence Based Reading & Writing 480	Sentence Skills 88 OR on 5 on Writeplacer	NextGen Writing 263 or above OR 5 on Writeplacer
Reading Sub Score	22		80	NextGen Reading 250
Mathematics Sub Score	22	530	55 CLM	QAS – 263+
				AAF – 263+

Adapted from "Uniform Statewide Standards for Remediation-Free Status," dated April 2019

<sup>1</sup> Scores reflected on this table apply to the current version of the SAT; scores obtained on exams prior to 2017 will need to be cross walked to these thresholds.

<sup>2</sup> Accuplacer Classic was warehoused in January 2019. The Classic "cut scores" will remain on the chart for students who were assessed prior to 2019.



# OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

Doug Ute, Executive Director

January 2025

The Ohio High School Athletic Association's Constitution requires the Board of Education or similar governing board (in a non-public school/system) to annually adopt a resolution authorizing their schools that were members during the 2024-25 school year to **continue** membership for the 2025-26 school year. Once your Board of Education or similar governing body has passed this resolution for continued membership, the enclosed "Board of Education Resolution Card" needs to be completed and returned per the enclosed instructions.

## **Membership Terms:**

Membership in the Ohio High School Athletic Association is also an agreement by all schools listed on the back of the card to conduct their athletic programs of OHSAA sponsored sports in accordance with the Constitution, Bylaws, and General/Sport-specific Regulations of the Ohio High School Athletic Association and the interpretations and decisions of the OHSAA staff. Participation in sponsored tournaments is voluntary and membership is also an agreement to abide by all tournament regulations when participating. This also means that member schools agree to their respective tournament assignment and accept that all decisions by contest officials – whether in regular season contests or tournament contests – are final. The Bylaws and Regulations are approved annually by the member schools and are made available to each member school through the annual publication of the OHSAA Handbook. It is also important to note that Member high schools that wish to have the privilege of continued full membership in the OHSAA must meet the requirements within Constitution Article 3-3-4, which currently require:

- **Must sponsor a minimum of two OHSAA Sanctioned interscholastic sports per sport season**
- **Compete in at least 50% of the maximum allowable regular season contests permitted in team sports**
- **Participate in OHSAA post season tournaments in the minimum 2 sports sponsored by the school.**

## **Membership Dues:**

Per a recommendation by the Executive Director's Office, the OHSAA Board of Directors has instituted the following membership dues for high schools for the 2025-26 school year:

**High School Membership Dues: \$50/sport**      **7/8 Grade Schools Membership Dues: No membership dues**

Once the enclosed Board Resolution Card is received by the Executive Director's Office, each high school will be invoiced for its membership dues later on during the 2025-26 school year.

## **Scheduling Board Meeting:**

Continued membership in the OHSAA requires adoption of the resolution for the schools on the enclosed card by your Board of Education or similar governing body. The card must be received no later than **June 30, 2025**, to ensure continued membership. Therefore, please add this item to the agenda for an upcoming board meeting.

## **Contents of this Mailing:**

Please find enclosed in this mailing:

- 2025-26 OHSAA Board Resolution Card (PURPLE CARDSTOCK)
- Instruction sheet (GREY) for completing and returning the resolution card.
- Pre-addressed and stamped return envelope using US Postal Service

Sincerely,

*Doug Ute*

Doug Ute, OHSAA Executive Director

RETURN NO LATER THAN June 30, 2025



BOARD OF EDUCATION/GOVERNING BOARD RESOLUTION

Authorizing 2025-2026 Membership in the Ohio High School Athletic Association

Whereas, **BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT**, District IRN number: **043646** of 6638 MILL RD, Cuyahoga County, Ohio

Has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and

**WHEREAS**, The Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD** that all schools listed on the reverse side of this card do hereby voluntarily renew membership in the OHSAA and that in doing so, the Constitution, Bylaws, General/Sport-specific Regulations and Business Rules of the OHSAA are hereby adopted by this Board as and for its own minimum requirements as it pertains to, but not limited to, student-eligibility, coaching requirements, and administrative responsibility. Notwithstanding the foregoing, the Board reserves the right to raise the minimum standards as it deems appropriate for the schools and students under its jurisdiction; and

**BE IT FURTHER RESOLVED** that the schools under this Board's jurisdiction agree to conduct their athletics programs in accordance with the Constitution, Bylaws, General/Sport-specific Regulations, Business Rules, interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, General/Sport-specific Regulations, Business Rules and the interpretations and rulings rendered by the Executive Director's office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

Date of Resolution \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Education/Governing Body  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Superintendent/Head of School  
(Print)

\_\_\_\_\_  
(Signature)

Superintendent/Head of School E- Mail:

\_\_\_\_\_



RETURN NO LATER THAN JUNE 30, 2025

**SCHOOL(S)**

The list below is all schools within your district that will abide by the resolution as printed on the front of this card. To add or remove any school to or from OHSAA Membership, please attach that request, signed by the superintendent/head of school on school letterhead to this card.

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

**High Schools (grades 9-12)**

School Name	IRN	School Name	IRN
BRECKSVILLE-BROADVIEW HTS	3467		

**7<sup>th</sup> and 8<sup>th</sup> Grade Schools**

School Name	IRN	School Name	IRN
BRECKSVILLE-BROADVIEW HTS MIDDLE SCHOOL	003475		

Agreement  
Between  
Wraparound Experts, LLC  
And  
Brecksville Broadview Heights City School District

Wraparound Experts, LLC, located at 1956 W. 25th St., Ste 200, Cleveland, OH 44113, and Brecksville Broadview Heights City School District, located at 6638 Mill Road Brecksville, OH 44141, collectively “the Parties”, enter into this Agreement on this 7th day of January 2025 for the purpose of ensuring the provision of Title I support services through Title I funding at St. Michael School for the 2024-2025 school year.

**I. ROLES AND RESPONSIBILITIES:**

Wraparound Experts, LLC agrees to provide St. Michael School with the services identified in Exhibit A to support the academic and social-emotional learning standards (including mental health, behavioral support, and special education support) set forth by the Ohio Department of Education, under this Agreement:

1. All Wraparound Expert employees are properly licensed by the Ohio Department of Education and/or their respective boards, credentialed, supervised, covered under appropriate liability insurance, and maintain valid background checks as required by the state of Ohio to work in school systems.
2. All Wraparound Expert employees will be evaluated by Wraparound Experts’ Supervisors.
3. In collaboration with school leaders, each Wraparound Experts employee will provide services in support of their particular area of expertise and the specific needs of the students/teachers/staff.
4. Wraparound Experts is responsible for the job descriptions of the following employee positions that may be contracted for the 2024-2025 school year:
  - a. School Psychologist
  - b. Intervention Specialist
  - c. Board Certified Behavior Analyst (BCBA)
  - d. Classroom Behavior Technician (CBT)
  - e. Registered Behavior Technician (RBT)
  - f. Mental Health Counselor
  - g. Speech and Language Pathologist
  - h. Enrichment Teacher
  - i. Remedial Teacher/Title I Teacher
  - j. Occupational Therapy

**II. FINANCIAL/COMPENSATION:**

Brecksville Broadview Heights City School District agrees to compensate Wraparound Experts for the total amounts indicated on Exhibit A for the 2024-2025 school year.

Brecksville Broadview Heights City School District will be invoiced on the first of the month, each month, for the listed services, beginning February 1, 2024. Payment is due within 30 days of the date of the invoice. Late payment may result in the termination of services.

**III. CONFIDENTIALITY:**

Each Party agrees to hold and maintain in confidence all Confidential Information of the other Party. Unless otherwise required by law, each Party further agrees not to disclose any Confidential Information of the other Party to any person or entity except to those of its and its Affiliates' employees, consultants, agents, and advisors who have a need to know.

**IV. AGREEMENT:**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Wraparound Experts, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Brecksville Broadview Heights

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

Brecksville Broadview Heights City School District

Brecksville Broadview Heights City School District in consultation with St. Michaels School agrees to a total sum of \$2,025.00 for the 2024-2025 school year.

The following includes a breakdown of each position and the associated cost. The total cost listed is all-inclusive of fees and benefits.

Position	Total Hours	Cost per Hour	Total Cost
Title I Teacher	40.5	\$50	\$2025.00

Any additional services or hours will be provided at corresponding hourly rates for each position with the written approval of Brecksville Broadview Heights City School District in consultation with St. Michaels School.

Brecksville Broadview Heights City School District will be invoiced on the first of the month, each month, for the listed services, beginning February 1, 2024. Payment is due within 30 days of the date of the invoice. Late payment may result in the termination of services.

POWERSCHOOL  
DATE: 02/04/2025  
TIME: 08:50:43

BRECKSVILLE-BROADVIEW HEIGHTS CSD  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1  
ACCTPA21  
ACCOUNTING PERIOD: 8/25

SELECTION CRITERIA: chkstat.rundate between '20250101' and '20250131'

DISTRIBUTION FUND: 0010000

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION	
	251715	01/17/2025	S.A.N.D. CHAPTER 43	V	-100.00	VOID MANUAL CHECK
*	251864	01/08/2025	RICHFIELD AUTO PARTS	V	-527.84	VOID MANUAL CHECK
*	251892	01/03/2025	CITIZENS BANK	R	168856.35	ACCOUNTS PAYABLE CHECK
	251893	01/03/2025	CITY OF MEDINA	R	542.68	ACCOUNTS PAYABLE CHECK
	251894	01/03/2025	OEA-EPAC/FCPE	R	238.00	ACCOUNTS PAYABLE CHECK
	251895	01/03/2025	OHIO CHILD SUPPORT PAYMENT CENTER	R	718.90	ACCOUNTS PAYABLE CHECK
	251896	01/03/2025	SERS BOARD SHARE	R	51186.96	ACCOUNTS PAYABLE CHECK
	251897	01/03/2025	SCHOOL EMPLOYEES RETIREMENT SYSTEM	R	36562.22	ACCOUNTS PAYABLE CHECK
	251898	01/03/2025	STRS BOARD SHARE	R	139522.27	ACCOUNTS PAYABLE CHECK
*	251900	01/03/2025	TSA CONSULTING GROUP	R	38925.62	ACCOUNTS PAYABLE CHECK
	251901	01/07/2025	COREBRIDGE FINANCIAL, INC	R	536144.71	ACCOUNTS PAYABLE CHECK
	251902	01/09/2025	ABARTA COCA-COLA BEVERAGES LLC	R	3972.34	ACCOUNTS PAYABLE CHECK
	251903	01/09/2025	ADELIO'S CONTRACTING	R	800.00	ACCOUNTS PAYABLE CHECK
	251904	01/09/2025	AMERICAN PRINT CONSULTANTS LLC	R	21193.98	ACCOUNTS PAYABLE CHECK
	251905	01/09/2025	AT & T	R	100.81	ACCOUNTS PAYABLE CHECK
	251906	01/09/2025	BUREAU OF CRIMINAL INVESTIGATION	R	551.50	ACCOUNTS PAYABLE CHECK
	251907	01/09/2025	CITY OF BROADVIEW HEIGHTS	R	38.00	ACCOUNTS PAYABLE CHECK
	251908	01/09/2025	CITY OF CLEVELAND DIV OF WATER	R	2765.79	ACCOUNTS PAYABLE CHECK
	251909	01/09/2025	CONNECT	R	4538.59	ACCOUNTS PAYABLE CHECK
	251910	01/09/2025	CROWN TROPHY OF MEDINA	R	160.00	ACCOUNTS PAYABLE CHECK
	251911	01/09/2025	CUYAHOGA COMMUNITY COLLEGE METRO	R	3011.79	ACCOUNTS PAYABLE CHECK
	251912	01/09/2025	ESC OF NORTHEAST OHIO	R	50.00	ACCOUNTS PAYABLE CHECK
	251913	01/09/2025	GENE PTACEK & SON FIRE EQUIPMENT	R	270.00	ACCOUNTS PAYABLE CHECK
	251914	01/09/2025	HANK'S SALES & SERVICE INC.	R	800.00	ACCOUNTS PAYABLE CHECK
	251915	01/09/2025	HEPNER AIR FILTER SERVICE INC	R	1215.24	ACCOUNTS PAYABLE CHECK
	251916	01/09/2025	JOHN R. GREEN CO/KURTZ BROS. INC.	R	46.16	ACCOUNTS PAYABLE CHECK
	251917	01/09/2025	MACGILL	R	791.46	ACCOUNTS PAYABLE CHECK
	251918	01/09/2025	NORTHEAST OHIO REGIONAL SEWER DISTR	R	8044.76	ACCOUNTS PAYABLE CHECK
	251919	01/09/2025	OASPA	R	600.00	ACCOUNTS PAYABLE CHECK
	251920	01/09/2025	RICHFIELD AUTO PARTS	R	1631.61	ACCOUNTS PAYABLE CHECK
	251921	01/09/2025	TES THERAPY	R	5114.88	ACCOUNTS PAYABLE CHECK
	251922	01/09/2025	THE ILLUMINATING CO.	R	30367.07	ACCOUNTS PAYABLE CHECK
	251923	01/09/2025	TREASURER OF STATE OHIO KEITH FABER	R	4696.00	ACCOUNTS PAYABLE CHECK
	251924	01/09/2025	TTX INC.	R	2894.00	ACCOUNTS PAYABLE CHECK
	251925	01/09/2025	VERIZON WIRELESS	R	376.60	ACCOUNTS PAYABLE CHECK
	251926	01/09/2025	WORLD FUEL SERVICES INC	R	21776.00	ACCOUNTS PAYABLE CHECK
*	251972	01/17/2025	CITIZENS BANK	R	164928.70	ACCOUNTS PAYABLE CHECK
	251973	01/17/2025	CITY OF MEDINA	R	630.37	ACCOUNTS PAYABLE CHECK
	251974	01/17/2025	OHIO CHILD SUPPORT PAYMENT CENTER	R	954.28	ACCOUNTS PAYABLE CHECK
	251975	01/17/2025	SERS BOARD SHARE	R	46298.54	ACCOUNTS PAYABLE CHECK
	251976	01/17/2025	SCHOOL EMPLOYEES RETIREMENT SYSTEM	R	33070.46	ACCOUNTS PAYABLE CHECK
	251977	01/17/2025	STRS BOARD SHARE	R	140119.07	ACCOUNTS PAYABLE CHECK
*	251979	01/17/2025	TSA CONSULTING GROUP	R	38992.72	ACCOUNTS PAYABLE CHECK
	251980	01/15/2025	BBHCSD TRANSPORTATION/MAINT	R	205.12	ACCOUNTS PAYABLE CHECK
	251981	01/15/2025	CITY OF CLEVELAND DIV OF WATER	R	317.19	ACCOUNTS PAYABLE CHECK
	251982	01/15/2025	CITY WIDE FACILITY SOLUTIONS	R	225.00	ACCOUNTS PAYABLE CHECK
	251983	01/15/2025	CLASS COMPOSER INC.	R	999.00	ACCOUNTS PAYABLE CHECK
	251984	01/15/2025	ENVISION ACADEMY	R	270.00	ACCOUNTS PAYABLE CHECK
	251985	01/15/2025	ESC OF NORTHEAST OHIO	R	80.00	ACCOUNTS PAYABLE CHECK
	251986	01/15/2025	JB SAFETY 1ST TRANSPORTATION	R	3346.00	ACCOUNTS PAYABLE CHECK
	251987	01/15/2025	KELLI SHEAD	R	500.00	ACCOUNTS PAYABLE CHECK
	251988	01/15/2025	LARSEN LUMBER AND SUPPLY CO	R	26.86	ACCOUNTS PAYABLE CHECK

POWERSCHOOL  
DATE: 02/04/2025  
TIME: 08:50:43

BRECKSVILLE-BROADVIEW HEIGHTS CSD  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 2  
ACCTPA21  
ACCOUNTING PERIOD: 8/25

SELECTION CRITERIA: chkstat.rundate between '20250101' and '20250131'

	251989	01/15/2025	MINUTEMEN HR MGMT SERVICES LLC	R	3250.00	ACCOUNTS PAYABLE	CHECK
	251990	01/15/2025	OHIO SCHOOL BOARD ASSOC.	R	10334.00	ACCOUNTS PAYABLE	CHECK
	251991	01/15/2025	OSBA LEGAL ASSISTANCE FUND	R	250.00	ACCOUNTS PAYABLE	CHECK
	251992	01/15/2025	RUST BELT RIDERS COMPOSTING LLC	R	420.00	ACCOUNTS PAYABLE	CHECK
	251993	01/15/2025	THE ILLUMINATING CO.	R	275.19	ACCOUNTS PAYABLE	CHECK
	251994	01/15/2025	UNIFIRST FIRST AID + SAFETY	R	276.15	ACCOUNTS PAYABLE	CHECK
	251995	01/15/2025	WRAPAROUND EXPERTS LLC	R	50.00	ACCOUNTS PAYABLE	CHECK
*	252037	01/16/2025	CANTON SOUTH LOCAL SCHOOL DISTRICT	R	350.00	ACCOUNTS PAYABLE	CHECK
	252038	01/16/2025	ABARTA COCA-COLA BEVERAGES LLC	R	1506.67	ACCOUNTS PAYABLE	CHECK
	252039	01/16/2025	ALLIANCE CITY SCHOOL DISTRICT	R	675.00	ACCOUNTS PAYABLE	CHECK
	252040	01/16/2025	AUSTINTOWN LOCAL SCHOOL DISTRICT	R	225.00	ACCOUNTS PAYABLE	CHECK
	252041	01/16/2025	BBHCSD HS CAFETERIA	R	723.79	ACCOUNTS PAYABLE	CHECK
	252042	01/16/2025	BBHCSD TRANSPORTATION/MAINT	R	1086.50	ACCOUNTS PAYABLE	CHECK
	252043	01/16/2025	BROADVIEW RENTAL	R	585.00	ACCOUNTS PAYABLE	CHECK
	252044	01/16/2025	BRUCE TREADWAY	R	185.00	ACCOUNTS PAYABLE	CHECK
*	252046	01/16/2025	CANTON CITY SCHOOLS	R	20.00	ACCOUNTS PAYABLE	CHECK
	252047	01/16/2025	NORTH COAST FIELDHOUSE LLC-CAPS	R	200.00	ACCOUNTS PAYABLE	CHECK
*	252050	01/16/2025	GLASS MIRROR AWARDS INC	R	2480.00	ACCOUNTS PAYABLE	CHECK
*	252052	01/16/2025	JEFFERSON AREA LOCAL SCHOOL DISTRICT	R	594.00	ACCOUNTS PAYABLE	CHECK
	252053	01/16/2025	LAKEWOOD CITY SCHOOLS	R	70.00	ACCOUNTS PAYABLE	CHECK
	252054	01/16/2025	LUTHERN WEST HIGH SCHOOL	R	200.00	ACCOUNTS PAYABLE	CHECK
*	252057	01/16/2025	OHIO CENTER FOR LAW-RELATED ED	R	340.00	ACCOUNTS PAYABLE	CHECK
*	252059	01/16/2025	PORTA PHONE COMPANY INC	R	799.00	ACCOUNTS PAYABLE	CHECK
	252060	01/16/2025	ROBERT MERHAR	R	993.34	ACCOUNTS PAYABLE	CHECK
	252061	01/16/2025	STAR SPORTS	R	80.00	ACCOUNTS PAYABLE	CHECK
	252062	01/23/2025	BEYOND WORDS: MUSIC & DANCE CTR	R	3910.00	ACCOUNTS PAYABLE	CHECK
	252063	01/23/2025	CITY OF BROADVIEW HEIGHTS	R	8288.57	ACCOUNTS PAYABLE	CHECK
	252064	01/23/2025	ESC OF NORTHEAST OHIO	R	23542.78	ACCOUNTS PAYABLE	CHECK
	252065	01/23/2025	GENE PTACEK & SON FIRE EQUIPMENT	R	1172.50	ACCOUNTS PAYABLE	CHECK
	252066	01/23/2025	LOWE'S HOME CENTERS LLC	R	49.47	ACCOUNTS PAYABLE	CHECK
	252067	01/23/2025	MEGHAN MCMANAMON	R	200.00	ACCOUNTS PAYABLE	CHECK
	252068	01/23/2025	OHIO SCHOOL BOARD ASSOC.	R	2600.00	ACCOUNTS PAYABLE	CHECK
	252069	01/23/2025	S.A.N.D. CHAPTER 43	R	100.00	ACCOUNTS PAYABLE	CHECK
	252070	01/23/2025	SUBURBAN SCHOOL TRANSPORTATION	R	6889.80	ACCOUNTS PAYABLE	CHECK
	252071	01/23/2025	THE ILLUMINATING CO.	R	1851.56	ACCOUNTS PAYABLE	CHECK
	252072	01/23/2025	THE MASTER TEACHER INC	R	317.70	ACCOUNTS PAYABLE	CHECK
	252073	01/23/2025	THE MILLCRAFT PAPER COMPANY	R	1641.00	ACCOUNTS PAYABLE	CHECK
*	252116	01/31/2025	AMERICAN FIDELITY ASSURANCE CO.	R	1118.50	ACCOUNTS PAYABLE	CHECK
*	252119	01/31/2025	CITIZENS BANK	R	182963.18	ACCOUNTS PAYABLE	CHECK
	252120	01/31/2025	CITY OF MEDINA	R	747.90	ACCOUNTS PAYABLE	CHECK
*	252123	01/31/2025	OHIO CHILD SUPPORT PAYMENT CENTER	R	954.28	ACCOUNTS PAYABLE	CHECK
*	252125	01/31/2025	PARMA MUNICIPAL COURT - GARNISHMENT	R	290.45	ACCOUNTS PAYABLE	CHECK
	252126	01/31/2025	R.I.T.A.	R	79350.01	ACCOUNTS PAYABLE	CHECK
	252127	01/31/2025	SERS BOARD SHARE	R	53169.06	ACCOUNTS PAYABLE	CHECK
	252128	01/31/2025	SCHOOL EMPLOYEES RETIREMENT SYSTEM	R	37978.02	ACCOUNTS PAYABLE	CHECK
	252129	01/31/2025	STRS BOARD SHARE	R	140483.87	ACCOUNTS PAYABLE	CHECK
*	252132	01/31/2025	TSA CONSULTING GROUP	R	39097.19	ACCOUNTS PAYABLE	CHECK
	252133	01/29/2025	CAPSTONE CLASSROOM	R	1399.00	ACCOUNTS PAYABLE	CHECK
	252134	01/29/2025	DRAGONFLY ATHLETICS LLC	R	11060.00	ACCOUNTS PAYABLE	CHECK
	252135	01/29/2025	ENBRIDGE GAS OHIO	R	7602.34	ACCOUNTS PAYABLE	CHECK
	252136	01/29/2025	EPN TRAVEL SERVICES INC	R	300.00	ACCOUNTS PAYABLE	CHECK
	252137	01/29/2025	ESC OF NORTHEAST OHIO	R	18045.00	ACCOUNTS PAYABLE	CHECK
	252138	01/29/2025	INSIGHT ACADEMY	R	18746.00	ACCOUNTS PAYABLE	CHECK
	252139	01/29/2025	MULTI-HEALTH SYSTEMS INC	R	125.00	ACCOUNTS PAYABLE	CHECK
	252140	01/29/2025	PETERSON NUT COMPANY	R	9887.00	ACCOUNTS PAYABLE	CHECK
	252141	01/29/2025	RICHFIELD AUTO PARTS	R	678.65	ACCOUNTS PAYABLE	CHECK

POWERSCHOOL  
DATE: 02/04/2025  
TIME: 08:50:43

BRECKSVILLE-BROADVIEW HEIGHTS CSD  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 3  
ACCTPA21  
ACCOUNTING PERIOD: 8/25

SELECTION CRITERIA: chkstat.rundate between '20250101' and '20250131'

252142	01/29/2025	RIVERSIDE LOCAL SCHOOL DISTRICT	R	300.00	ACCOUNTS PAYABLE CHECK
252143	01/29/2025	TES THERAPY	R	6324.48	ACCOUNTS PAYABLE CHECK
252144	01/29/2025	THE ILLUMINATING CO.	R	9664.85	ACCOUNTS PAYABLE CHECK
* 252164	01/31/2025	AAGA BOOSTER CLUB	R	415.00	ACCOUNTS PAYABLE CHECK
252165	01/31/2025	ABARTA COCA-COLA BEVERAGES LLC	R	899.44	ACCOUNTS PAYABLE CHECK
252166	01/31/2025	BEES WRESTLING CLUB	R	691.57	ACCOUNTS PAYABLE CHECK
252167	01/31/2025	BRECKSVILLE FLORIST AND GIFTS	R	285.00	ACCOUNTS PAYABLE CHECK
252168	01/31/2025	CANTON CITY SCHOOLS	R	40.00	ACCOUNTS PAYABLE CHECK
252169	01/31/2025	CHARDON TAKEDOWN BOOSTER CLUB	R	300.00	ACCOUNTS PAYABLE CHECK
252170	01/31/2025	GRAHAM LOCAL SCHOOLS	R	200.00	ACCOUNTS PAYABLE CHECK
252171	01/31/2025	GREATER CLEVELAND ASSIGNORS	R	750.00	ACCOUNTS PAYABLE CHECK
* 252173	01/31/2025	MECHANICSBURG EXEMPT VILLAGE SCHOOL	R	250.00	ACCOUNTS PAYABLE CHECK
* 252176	01/31/2025	MUSIC THEATRE INTERNATIONAL	R	2600.00	ACCOUNTS PAYABLE CHECK
* 252178	01/31/2025	PATRICK MICHAEL O'BRIEN	R	250.00	ACCOUNTS PAYABLE CHECK
252179	01/31/2025	QUILL AND SCROLL	R	341.00	ACCOUNTS PAYABLE CHECK
252180	01/31/2025	TEAM MOMENTUM FITNESS LLC	R	480.00	ACCOUNTS PAYABLE CHECK
252181	01/31/2025	THE OHIO STATE UNIVERSITY	R	250.00	ACCOUNTS PAYABLE CHECK
252182	01/31/2025	TTX INC	R	916.00	ACCOUNTS PAYABLE CHECK
* 252184	01/31/2025	JPMORGAN CHASE BANK N.A.	V	0.00	VOID: MULTI STUB CHECK
252185	01/31/2025	JPMORGAN CHASE BANK N.A.	R	116256.78	ACCOUNTS PAYABLE CHECK
252186	01/31/2025	GORDON FOOD	R	26502.38	ACCOUNTS PAYABLE CHECK
* V251899	01/03/2025	STATE TEACHERS RETIREMENT SYSTEM	R	139863.22	ACCOUNTS PAYABLE VOUCHER
* V251927	01/09/2025	ABA OUTREACH LLC	R	22946.55	ACCOUNTS PAYABLE VOUCHER
* V251928	01/09/2025	ALFRED NICKLES BAKERY INC	R	479.61	ACCOUNTS PAYABLE VOUCHER
* V251929	01/09/2025	AMAZON CAPITAL SERVICES INC.	R	2725.27	ACCOUNTS PAYABLE VOUCHER
* V251930	01/09/2025	AMERICAN RED CROSS	R	5.00	ACCOUNTS PAYABLE VOUCHER
* V251931	01/09/2025	B&H PHOTO & ELECTRONICS CORP	R	105.20	ACCOUNTS PAYABLE VOUCHER
* V251932	01/09/2025	BACKGROUND INVESTIGATION BUREAU	R	131.70	ACCOUNTS PAYABLE VOUCHER
* V251933	01/09/2025	JOSHUA DAVID BACKO	R	2079.00	ACCOUNTS PAYABLE VOUCHER
* V251934	01/09/2025	WALTER BONILLA ARTEAGA	R	495.00	ACCOUNTS PAYABLE VOUCHER
* V251935	01/09/2025	BORDEN DAIRY	R	3618.15	ACCOUNTS PAYABLE VOUCHER
* V251936	01/09/2025	BSN SPORTS LLC	R	2027.25	ACCOUNTS PAYABLE VOUCHER
* V251937	01/09/2025	MICHAEL R CAFARDI	R	82.27	ACCOUNTS PAYABLE VOUCHER
* V251938	01/09/2025	DALE CARLTON	R	517.50	ACCOUNTS PAYABLE VOUCHER
* V251939	01/09/2025	CAROLINA BIOLOGICAL SPLY CO	R	92.75	ACCOUNTS PAYABLE VOUCHER
* V251940	01/09/2025	CLEARWATER SERVICES INC.	R	33.19	ACCOUNTS PAYABLE VOUCHER
* V251941	01/09/2025	CLEVE CLINIC CHILD'S HOSP FOR REHAB	R	15011.50	ACCOUNTS PAYABLE VOUCHER
* V251942	01/09/2025	CLEVELAND HEARING AND SPEECH CENTER	R	540.00	ACCOUNTS PAYABLE VOUCHER
* V251943	01/09/2025	DOUGH GO'S	R	914.00	ACCOUNTS PAYABLE VOUCHER
* V251944	01/09/2025	EFFECTIVE UTILITY SERVICE II LLC	R	7820.00	ACCOUNTS PAYABLE VOUCHER
* V251945	01/09/2025	EFFECTIVE UTILITY SERVICES	R	1725.00	ACCOUNTS PAYABLE VOUCHER
* V251946	01/09/2025	FLINN SCIENTIFIC INC	R	210.21	ACCOUNTS PAYABLE VOUCHER
* V251947	01/09/2025	JOSE GARCIA JR	R	697.50	ACCOUNTS PAYABLE VOUCHER
* V251948	01/09/2025	HEALTHCARE BILLING SERVICES INC	R	503.35	ACCOUNTS PAYABLE VOUCHER
* V251949	01/09/2025	HERSHEY'S ICE CREAM	R	1318.32	ACCOUNTS PAYABLE VOUCHER
* V251950	01/09/2025	HI TRANSLATING & INTERPRETING LLC	R	189.58	ACCOUNTS PAYABLE VOUCHER
* V251951	01/09/2025	IMPERIAL DADE	R	2252.01	ACCOUNTS PAYABLE VOUCHER
* V251952	01/09/2025	INNOVATIVE SOLUTIONS GROUP INC	R	824.00	ACCOUNTS PAYABLE VOUCHER
* V251953	01/09/2025	KEVIN G JAKUB	R	1259.75	ACCOUNTS PAYABLE VOUCHER
* V251954	01/09/2025	JOHNSTONE SUPPLY	R	22.55	ACCOUNTS PAYABLE VOUCHER
* V251955	01/09/2025	JW PEPPER & SON INC	R	311.72	ACCOUNTS PAYABLE VOUCHER
* V251956	01/09/2025	KOINONIA ENTERPRISES LLC	R	2968.00	ACCOUNTS PAYABLE VOUCHER
* V251957	01/09/2025	CYNTHIA MARIE LAVOIE	R	22.87	ACCOUNTS PAYABLE VOUCHER
* V251958	01/09/2025	MARS ELECTRIC COMPANY	R	325.99	ACCOUNTS PAYABLE VOUCHER
* V251959	01/09/2025	MORTON SALT INC	R	1754.00	ACCOUNTS PAYABLE VOUCHER
* V251960	01/09/2025	NASCO EDUCATION LLC	R	121.20	ACCOUNTS PAYABLE VOUCHER

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* V251961	01/09/2025	PAYSCHOOLS	R	2197.19	ACCOUNTS PAYABLE VOUCHER
* V251962	01/09/2025	JAMES D REASOR	R	1215.00	ACCOUNTS PAYABLE VOUCHER
* V251963	01/09/2025	RENHILL GROUP INC.	R	34237.41	ACCOUNTS PAYABLE VOUCHER
* V251964	01/09/2025	MICHAEL SEMANCO	R	720.00	ACCOUNTS PAYABLE VOUCHER
* V251965	01/09/2025	SIRNA & SONS PRODUCE	R	7327.33	ACCOUNTS PAYABLE VOUCHER
* V251966	01/09/2025	TANK INTEGRITY SERVICES	R	163.00	ACCOUNTS PAYABLE VOUCHER
* V251967	01/09/2025	TAYLOR BAND & ORCHESTRA INC	R	1710.48	ACCOUNTS PAYABLE VOUCHER
* V251968	01/09/2025	TK ELEVATOR CORP.	R	4077.72	ACCOUNTS PAYABLE VOUCHER
* V251969	01/09/2025	TRANSPORTATION ACCESSORIES	R	1646.95	ACCOUNTS PAYABLE VOUCHER
* V251970	01/09/2025	UNIFIRST CORPORATION	R	660.99	ACCOUNTS PAYABLE VOUCHER
* V251971	01/09/2025	WINZER FRANCHISE COMPANY	R	348.64	ACCOUNTS PAYABLE VOUCHER
* V251978	01/17/2025	STATE TEACHERS RETIREMENT SYSTEM	R	140460.02	ACCOUNTS PAYABLE VOUCHER
* V251996	01/15/2025	AMAZON CAPITAL SERVICES INC.	R	3537.94	ACCOUNTS PAYABLE VOUCHER
* V251997	01/15/2025	B&H PHOTO & ELECTRONICS CORP	R	4684.39	ACCOUNTS PAYABLE VOUCHER
* V251998	01/15/2025	JOSHUA DAVID BACKO	R	355.77	ACCOUNTS PAYABLE VOUCHER
* V251999	01/15/2025	DANUTA EWA BANDURA	R	80.00	ACCOUNTS PAYABLE VOUCHER
* V252000	01/15/2025	BECKER SIGNS INC	R	610.55	ACCOUNTS PAYABLE VOUCHER
* V252001	01/15/2025	BORDEN DAIRY	R	12.78	ACCOUNTS PAYABLE VOUCHER
* V252002	01/15/2025	MARGARET F BURLING	R	59.98	ACCOUNTS PAYABLE VOUCHER
* V252003	01/15/2025	CAPITAL ONE TRADE CREDIT	R	475.99	ACCOUNTS PAYABLE VOUCHER
* V252004	01/15/2025	DALE CARLTON	R	180.00	ACCOUNTS PAYABLE VOUCHER
* V252005	01/15/2025	CAROLINA BIOLOGICAL SPLY CO	R	89.78	ACCOUNTS PAYABLE VOUCHER
* V252006	01/15/2025	CHARLES S. CASPIO III	R	135.00	ACCOUNTS PAYABLE VOUCHER
* V252007	01/15/2025	CRISIS PREVENTION INSTITUTE	R	4098.00	ACCOUNTS PAYABLE VOUCHER
* V252008	01/15/2025	ELECTRICAL APPLIANCE REPAIR SERVICE	R	75.00	ACCOUNTS PAYABLE VOUCHER
* V252009	01/15/2025	EXPLORELEARNING LLC	R	27603.68	ACCOUNTS PAYABLE VOUCHER
* V252010	01/15/2025	GALE CENGAGE	R	1860.33	ACCOUNTS PAYABLE VOUCHER
* V252011	01/15/2025	JOSE GARCIA JR	R	225.00	ACCOUNTS PAYABLE VOUCHER
* V252012	01/15/2025	GRAYBAR ELECTRIC COMPANY INC	R	167.46	ACCOUNTS PAYABLE VOUCHER
* V252013	01/15/2025	KRISTEN ANNE HUSTON	R	151.62	ACCOUNTS PAYABLE VOUCHER
* V252014	01/15/2025	IMPERIAL DADE	R	3434.55	ACCOUNTS PAYABLE VOUCHER
* V252015	01/15/2025	JW PEPPER & SON INC	R	140.90	ACCOUNTS PAYABLE VOUCHER
* V252016	01/15/2025	LANGUAGE TESTING INTERNATIONAL	R	10.00	ACCOUNTS PAYABLE VOUCHER
* V252017	01/15/2025	LEXIA LEARNING SYSTEMS LLC	R	1596.00	ACCOUNTS PAYABLE VOUCHER
* V252018	01/15/2025	MATTHEW SCOTT LUCAS	R	180.00	ACCOUNTS PAYABLE VOUCHER
* V252019	01/15/2025	MARLOWE'S COFFEE	R	306.00	ACCOUNTS PAYABLE VOUCHER
* V252020	01/15/2025	MARS ELECTRIC COMPANY	R	39.44	ACCOUNTS PAYABLE VOUCHER
* V252021	01/15/2025	KEN WILLIAM MCCARTHY	R	25.00	ACCOUNTS PAYABLE VOUCHER
* V252022	01/15/2025	TINA M MCCAULEY	R	476.13	ACCOUNTS PAYABLE VOUCHER
* V252023	01/15/2025	BRIDGET MILANO	R	25.00	ACCOUNTS PAYABLE VOUCHER
* V252024	01/15/2025	MORTON SALT INC	R	1415.90	ACCOUNTS PAYABLE VOUCHER
* V252025	01/15/2025	NATL ASSOC-COLLEGE ADMIS COUNSELNG	R	330.00	ACCOUNTS PAYABLE VOUCHER
* V252026	01/15/2025	PAYSCHOOLS	R	404.01	ACCOUNTS PAYABLE VOUCHER
* V252027	01/15/2025	JAMES D REASOR	R	585.00	ACCOUNTS PAYABLE VOUCHER
* V252028	01/15/2025	RENHILL GROUP INC.	R	15285.89	ACCOUNTS PAYABLE VOUCHER
* V252029	01/15/2025	SC STRATEGIC SOLUTIONS LLC	R	38567.95	ACCOUNTS PAYABLE VOUCHER
* V252030	01/15/2025	SOUTHEAST SECURITY CORPORATION	R	915.26	ACCOUNTS PAYABLE VOUCHER
* V252031	01/15/2025	TANK INTEGRITY SERVICES	R	171.00	ACCOUNTS PAYABLE VOUCHER
* V252032	01/15/2025	TAYLOR BAND & ORCHESTRA INC	R	423.32	ACCOUNTS PAYABLE VOUCHER
* V252033	01/15/2025	TOSHIBA AMERICA BUSINESS SOLUTIONS	R	69.25	ACCOUNTS PAYABLE VOUCHER
* V252034	01/15/2025	TRANSPORTATION ACCESSORIES	R	842.76	ACCOUNTS PAYABLE VOUCHER
* V252035	01/15/2025	UNIFIRST CORPORATION	R	178.77	ACCOUNTS PAYABLE VOUCHER
* V252036	01/15/2025	WASTE MANAGEMENT OF OHIO INC.	R	2476.89	ACCOUNTS PAYABLE VOUCHER
* V252045	01/16/2025	BSN SPORTS LLC	R	28968.13	ACCOUNTS PAYABLE VOUCHER
* V252048	01/16/2025	NICHOLAS J DIFRANCESCO	R	168.60	ACCOUNTS PAYABLE VOUCHER
* V252049	01/16/2025	DEANNA LYNN JORDAN	R	43.75	ACCOUNTS PAYABLE VOUCHER

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* V252051	01/16/2025	MICHELLE M HOY	R	816.86	ACCOUNTS PAYABLE VOUCHER
* V252055	01/16/2025	STEPHEN W MEHALIK	R	770.78	ACCOUNTS PAYABLE VOUCHER
* V252056	01/16/2025	MICHELLE EILEEN MILANICH	R	33.31	ACCOUNTS PAYABLE VOUCHER
* V252058	01/16/2025	JACI KAY OWENS	R	21.99	ACCOUNTS PAYABLE VOUCHER
* V252074	01/23/2025	AMAZON CAPITAL SERVICES INC.	R	1264.12	ACCOUNTS PAYABLE VOUCHER
* V252075	01/23/2025	SARAH ELIZABETH AMICK	R	213.35	ACCOUNTS PAYABLE VOUCHER
* V252076	01/23/2025	APPLE INC./EDUCATION DIVISION	R	2632.00	ACCOUNTS PAYABLE VOUCHER
* V252077	01/23/2025	ARBOR SCIENTIFIC	R	288.88	ACCOUNTS PAYABLE VOUCHER
* V252078	01/23/2025	BLUE TECHNOLOGIES INC.	R	140.00	ACCOUNTS PAYABLE VOUCHER
* V252079	01/23/2025	MICHELLE BOHRER	R	31.86	ACCOUNTS PAYABLE VOUCHER
* V252080	01/23/2025	DALE CARLTON	R	180.00	ACCOUNTS PAYABLE VOUCHER
* V252081	01/23/2025	TANYA NATSOULAS	R	198.60	ACCOUNTS PAYABLE VOUCHER
* V252082	01/23/2025	MEAGAN ELIZABETH CLARDY	R	163.48	ACCOUNTS PAYABLE VOUCHER
* V252083	01/23/2025	JENNIFER ANN COLLINS-LOPEZ	R	191.21	ACCOUNTS PAYABLE VOUCHER
* V252084	01/23/2025	MARY CATHERINE DIXON GVOZDENOVIC	R	35.13	ACCOUNTS PAYABLE VOUCHER
* V252085	01/23/2025	JOYCE SALAM DEMETRO	R	201.53	ACCOUNTS PAYABLE VOUCHER
* V252086	01/23/2025	FIRST COMMUNICATIONS LLC	R	1020.53	ACCOUNTS PAYABLE VOUCHER
* V252087	01/23/2025	JOSE GARCIA JR	R	90.00	ACCOUNTS PAYABLE VOUCHER
* V252088	01/23/2025	HI TRANSLATING & INTERPRETING LLC	R	702.20	ACCOUNTS PAYABLE VOUCHER
* V252089	01/23/2025	GINA L HUTTER	R	184.50	ACCOUNTS PAYABLE VOUCHER
* V252090	01/23/2025	INDEPENDENCE BUSINESS SUPPLY	R	1660.00	ACCOUNTS PAYABLE VOUCHER
* V252091	01/23/2025	KELLI A IZZO	R	189.74	ACCOUNTS PAYABLE VOUCHER
* V252092	01/23/2025	JC POWER STRATEGIC COMMUNICAT.	R	5500.00	ACCOUNTS PAYABLE VOUCHER
* V252093	01/23/2025	JOSTENS INC	R	102.95	ACCOUNTS PAYABLE VOUCHER
* V252094	01/23/2025	JW PEPPER & SON INC	R	29.00	ACCOUNTS PAYABLE VOUCHER
* V252095	01/23/2025	SCOTT R KINKOPH	R	162.14	ACCOUNTS PAYABLE VOUCHER
* V252096	01/23/2025	CRAIG JOSEPH KOWATCH	R	11.00	ACCOUNTS PAYABLE VOUCHER
* V252097	01/23/2025	LOBBYGUARD SOLUTIONS LLC	R	280.00	ACCOUNTS PAYABLE VOUCHER
* V252098	01/23/2025	MARLOWE'S COFFEE	R	96.00	ACCOUNTS PAYABLE VOUCHER
* V252099	01/23/2025	CATHY BERGMAN MCKEE	R	260.06	ACCOUNTS PAYABLE VOUCHER
* V252100	01/23/2025	OHIO SCHOOLS COUNCIL-GAS	R	14000.00	ACCOUNTS PAYABLE VOUCHER
* V252101	01/23/2025	PSI AFFILIATES INC.	R	2575.51	ACCOUNTS PAYABLE VOUCHER
* V252102	01/23/2025	JAMES D REASOR	R	180.00	ACCOUNTS PAYABLE VOUCHER
* V252103	01/23/2025	REPROS INC	R	236.29	ACCOUNTS PAYABLE VOUCHER
* V252104	01/23/2025	ROSE MARIE RIFE	R	36.89	ACCOUNTS PAYABLE VOUCHER
* V252105	01/23/2025	RIVERSIDE INSIGHTS	R	8046.05	ACCOUNTS PAYABLE VOUCHER
* V252106	01/23/2025	MICHAEL SEMANCO	R	270.00	ACCOUNTS PAYABLE VOUCHER
* V252107	01/23/2025	CORINNE N THACKER	R	181.69	ACCOUNTS PAYABLE VOUCHER
* V252108	01/23/2025	COLLEEN E TOTH	R	203.59	ACCOUNTS PAYABLE VOUCHER
* V252109	01/23/2025	PAUL ANTHONY TRAVAGLIANTI	R	301.50	ACCOUNTS PAYABLE VOUCHER
* V252110	01/23/2025	UH OCCUPATIONAL HEALTH	R	103.00	ACCOUNTS PAYABLE VOUCHER
* V252111	01/23/2025	UNITED CEREBRAL PALSY OF GRTR CLEVE	R	19600.00	ACCOUNTS PAYABLE VOUCHER
* V252112	01/23/2025	VEX ROBOTICS INC.	R	1016.88	ACCOUNTS PAYABLE VOUCHER
* V252113	01/23/2025	WESTON HURD LLP	R	216.00	ACCOUNTS PAYABLE VOUCHER
* V252114	01/23/2025	DENA M WILSON	R	164.82	ACCOUNTS PAYABLE VOUCHER
* V252115	01/23/2025	EMILE JOSEPH ZINSER III	R	48.00	ACCOUNTS PAYABLE VOUCHER
* V252117	01/31/2025	BRECKSVILLE-BROADVIEW HTS EDUC ASSC	R	27917.36	ACCOUNTS PAYABLE VOUCHER
* V252118	01/31/2025	BRK-BRDVW HTS ORG. SUPPORT STAFF	R	7638.42	ACCOUNTS PAYABLE VOUCHER
* V252121	01/31/2025	METROPOLITAN LIFE INSURANCE CO.	R	30763.47	ACCOUNTS PAYABLE VOUCHER
* V252122	01/31/2025	NORTHWEST GROUP SERVICES	R	33000.56	ACCOUNTS PAYABLE VOUCHER
* V252124	01/31/2025	OHIO SCHOOLS COUNCIL - LIFE	R	4076.32	ACCOUNTS PAYABLE VOUCHER
* V252130	01/31/2025	STATE TEACHERS RETIREMENT SYSTEM	R	140483.87	ACCOUNTS PAYABLE VOUCHER
* V252131	01/31/2025	SUBURBAN HEALTH CONSORTIUM	R	708439.30	ACCOUNTS PAYABLE VOUCHER
* V252145	01/29/2025	ABEL TRUCK & AUTOMOTIVE SUPPLY INC	R	934.86	ACCOUNTS PAYABLE VOUCHER
* V252146	01/29/2025	ACCO BRANDS CORPORATION	R	440.48	ACCOUNTS PAYABLE VOUCHER
* V252147	01/29/2025	AMAZON CAPITAL SERVICES INC.	R	756.88	ACCOUNTS PAYABLE VOUCHER

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* V252148	01/29/2025	DALE CARLTON	R	90.00	ACCOUNTS PAYABLE VOUCHER
* V252149	01/29/2025	FRIENDSOFFICE	R	74.18	ACCOUNTS PAYABLE VOUCHER
* V252150	01/29/2025	JOSE GARCIA JR	R	90.00	ACCOUNTS PAYABLE VOUCHER
* V252151	01/29/2025	GINGO & BAIR LAW LLC	R	1532.50	ACCOUNTS PAYABLE VOUCHER
* V252152	01/29/2025	HI TRANSLATING & INTERPRETING LLC	R	320.45	ACCOUNTS PAYABLE VOUCHER
* V252153	01/29/2025	JOSTENS INC	R	1479.35	ACCOUNTS PAYABLE VOUCHER
* V252154	01/29/2025	JW PEPPER & SON INC	R	241.49	ACCOUNTS PAYABLE VOUCHER
* V252155	01/29/2025	LEXIA LEARNING SYSTEMS LLC	R	798.00	ACCOUNTS PAYABLE VOUCHER
* V252156	01/29/2025	ROBERT A MAGYAR	R	1929.75	ACCOUNTS PAYABLE VOUCHER
* V252157	01/29/2025	JAMES D REASOR	R	450.00	ACCOUNTS PAYABLE VOUCHER
* V252158	01/29/2025	RENHILL GROUP INC.	R	29334.23	ACCOUNTS PAYABLE VOUCHER
* V252159	01/29/2025	LOUIE RUNDO	R	382.56	ACCOUNTS PAYABLE VOUCHER
* V252160	01/29/2025	SENDERO THERAPIES INC.	R	38286.84	ACCOUNTS PAYABLE VOUCHER
* V252161	01/29/2025	UNIFIRST CORPORATION	R	218.55	ACCOUNTS PAYABLE VOUCHER
* V252162	01/29/2025	W.B. MASON CO. INC.	R	1399.60	ACCOUNTS PAYABLE VOUCHER
* V252163	01/30/2025	STATE TEACHERS RETIREMENT SYSTEM	R	58186.19	ACCOUNTS PAYABLE VOUCHER
* V252172	01/31/2025	MICHELLE M HOY	R	27.95	ACCOUNTS PAYABLE VOUCHER
* V252174	01/31/2025	STEPHEN W MEHALIK	R	685.00	ACCOUNTS PAYABLE VOUCHER
* V252175	01/31/2025	JEFFREY P MOORE	R	130.15	ACCOUNTS PAYABLE VOUCHER
* V252177	01/31/2025	OHIO ALLIANCE OF YMCA'S FOUNDATION	R	17910.00	ACCOUNTS PAYABLE VOUCHER
* V252183	01/31/2025	VEX ROBOTICS INC.	R	4994.32	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				4094988.51	
TOTAL REPORT				4094988.51	

# BANK RECONCILIATION

For the Month of January 2025

		Interest Earned	Bank Charges	Capital Gains	Net Interest
<b>Depository Balances</b>					
STAR OHIO	\$ 193,837.44	\$ 743.11	\$ -	\$ -	\$ 743.11
REDTREE GENERAL	\$ 21,070,697.30	\$ 75,381.12	\$ 1,665.33	\$ (20,974.40)	
REDTREE BUILDING	\$ 3,082,765.64	\$ 14,160.11	\$ 242.43	\$ -	\$ 13,917.68
CHASE	\$ 163,500.19	\$ -	\$ -	\$ -	
WESTFIELD BANK	\$ 891,411.95	\$ 7.57	\$ -		\$ 7.57
DOLLAR BANK CHECKING	\$ 2,488,666.12	\$ -	\$ -	\$ -	
DOLLAR BANK SAVINGS	\$ 4,811,542.54	\$ 29,801.44	\$ -	\$ -	
<b>Total Depository Balances</b>	<b>\$ 32,702,421.18</b>	<b>\$ 120,093.35</b>	<b>\$ 1,907.76</b>	<b>\$ (20,974.40)</b>	
				<b>GF/FD SVC/SCHOLARSHIP/AUX/PI INTEREST</b>	\$ 84,958.84
				<b>BUILDING INTEREST</b>	\$ 13,917.68
<b>Adjustments to Bank Balance</b>		<b>Interest Distribution - CASH POSITION Balance Before Interest</b>			
<b>Deducted</b>		<b>Account</b>	<b>Ending Fund Balance</b>	<b>% of Balance</b>	<b>Interest</b>
Return Settlement		General (001/1410)	\$ 27,131,454.88	91.34%	\$ 77,602.03
Total Outstanding A/P	\$ 49,874.07	Food Svc (006/1410)	\$ 751,900.32	2.53%	\$ 2,150.60
Total Outstanding PR	\$ -	Scholarship (007/1410)	\$ 56,633.43	0.19%	\$ 161.98
In Transit	\$ 24,865.92	Assumption (401/1410/9025)	\$ 91,920.09	0.31%	\$ 262.91
<b>Added</b>		PI Fund (003/1913-9300)	\$ 1,671,654.60	5.63%	\$ 4,781.31
		<b>Subtotal</b>	<b>\$ 29,703,563.32</b>	<b>100.00%</b>	<b>\$ 84,958.84</b>
In transit	\$ -	Building Fund (004/1913/9021)	\$ 2,825,241.35		\$ 13,917.68
Bank error	\$ -	<b>TOTALS</b>	<b>\$ 32,528,804.67</b>		<b>\$ 98,876.52</b>
<b>Total Adjustments</b>	\$ (74,739.99)				
<b>Total Bank Balance</b>	\$ 32,627,681.19				
<b>FINSUMM</b>	\$ 32,627,681.19				
<b>CLEARANCE AMT</b>	\$ 0.00				
A/P OUTSTANDING CHECKS	\$ 49,850.06				
A/P LIABILITIES	\$ 24.01				
RETURN ACH PAYMENT	\$ -				
<b>TOTAL</b>	\$ 49,874.07				
ACH IN TRANSIT					
PAYROLL OUTSTANDING CHECKS					
<b>TOTAL</b>	\$ -				

## **Regular Meeting (Wednesday, January 15, 2025)**

1. Opening Items
  - A. Pledge of Allegiance

Mr. Dosen called the meeting to order at 6:00 p.m.

Present: Mrs. Galek, Mrs. Kramer, Mrs. Kwiatkowski, Ms. O'Mara, Mr. Dosen

President's Announcements  
Board Areas of Responsibility  
Superintendent's Communications  
Treasurer's Communications  
Community Communications  
Resolution 2025- 17 - Consent Agenda  
Resolution 2025- 18 - Superintendent's Recommendations  
Resolution 2025- 19 - Superintendent's Recommendations  
Resolution 2025- 20 - Treasurer's Recommendations  
Announcement of Meetings  
Adjournment

2. President's Announcements
3. Board Areas of Responsibility
4. Superintendent's Communications
  - A. Announcements and Presentations
5. Treasurer's Communications
  - A. Monthly CFO Report
  - B. Cash Position and Annual Spending Plan Reports
6. Community Communications
  - A. Hearing of the Public
7. Consent Agenda

Motion by Mrs. Kwiatkowski, seconded by Mrs. Kramer to adopt Resolution 2025-17 as follows:

- A. Certified Recommendations
- B. Classified Recommendations
- C. Supplemental Recommendations
- D. Beekeepers Handbooks
- E. ESC Primary Service Agreement
- F. Check Register and Bank Reconciliation
- G. Donations
- H. Minutes

ROLL CALL: Mrs. Galek, yes; Mrs. Kramer, yes; Mrs. Kwiatkowski, yes; Ms. O'Mara, yes; Mr. Dosen, yes  
The President declared Resolution 2025-17 adopted.

8. Superintendent's Recommendations

Motion by Mrs. Kwiatkowski, seconded by Mrs. Kramer to adopt Resolution 2025-18

- A. High School Greece Trip Proposal

ROLL CALL: Mrs. Galek, yes; Mrs. Kramer, yes; Mrs. Kwiatkowski, yes; Ms. O'Mara, yes; Mr. Dosen, yes  
The President declared Resolution 2025-18 adopted.

Motion by Mrs. Kwiatkowski, seconded by Mrs. Kramer to adopt Resolution 2025-19

- B. New Board Policy ~ Final Reading

ROLL CALL: Mrs. Galek, yes; Mrs. Kramer, yes; Mrs. Kwiatkowski, yes; Ms. O'Mara, yes; Mr. Dosen, yes  
The President declared Resolution 2025-19 adopted.

9. Treasurer's Recommendations

Motion by Mrs. Kwiatkowski, seconded by Mrs. Kramer to adopt Resolution 2025-20  
as follows:

- A. Bus Purchases

ROLL CALL: Mrs. Galek, yes; Mrs. Kramer, yes; Mrs. Kwiatkowski, yes; Ms. O'Mara, yes; Mr. Dosen, yes  
The President declared Resolution 2025-20

10. Closing Items

A. Announcement of Meetings

Organizational Meeting - Wednesday, February 12, 2025 at 6:00 p.m.

B. Adjournment

Motion by Mrs. Kwiatkowski, seconded by Mrs. Kramer to adjourn the Regular Meeting at 7:14 p.m.

ROLL CALL: Mrs. Galek, yes; Mrs. Kramer, yes; Mrs. Kwiatkowski, yes; Ms. O'Mara, yes; Mr. Dosen, yes

Motion carried.

**Meeting Summary:**

The Brecksville-Broadview Heights City School District (BBHCSD) board meeting on January 15, 2025, started with the Pledge of Allegiance and roll call. The board tackled a range of topics, including the consent agenda, which covers routine business items. They also discussed their individual areas of responsibility, encompassing legislative updates, curriculum, finance, transportation, board policy, safety, sustainability, PSO, and co-curricular/extracurricular activities.

Superintendent Harrison extended his gratitude to the board members for their dedicated service and acknowledged Board of Education Appreciation Month. Dr. Martin presented on the new curriculum frameworks, now accessible online for public viewing. Board members engaged with the presentation by asking questions about the frameworks and expressed their appreciation to Dr. Martin and the teachers for their efforts on this project. The superintendent also shared that the district is developing a new website and app, and addressed the PowerSchool data breach, reassuring the community that BBHCSD remained unaffected.

Treasurer Yaniglos provided an update on the district's financial status, including the 2025 tax advance, which was the lowest January amount the district has received. He also responded to a board member's inquiry about the potential consequences if the next phase of the fair school funding plan is not implemented.

The board then approved the consent agenda items, encompassing certified personnel recommendations; classified personnel recommendations, supplemental personnel recommendations, Beekeeper's employee handbook and Beekeeper's parent handbook, ESC primary service agreement, check register and bank reconciliation, donations, and minutes from previous meetings.

In separate actions, the board approved a proposal for a high school trip to Greece in the summer of 2026 and a new board policy. They also approved the purchase of two new school buses. Finally, the board adjourned the meeting.

In addition to written minutes, an audio or video recording is retained in BoardDocs.

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Mark Dosen, President

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Craig Yaniglos, Treasurer/CFO



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of FOOD SERVICES
Code	po8500
Status	First Reading
Adopted	July 23, 2007
Last Revised	May 25, 2022

#### 8500 - **FOOD SERVICES**

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students. The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education and Workforce ("DEW"). The Board shall annually encumber the funds needed to operate the program.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including, but not limited to, the current United States Department of Agriculture's ("USDA") USDA's school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

Further, the food service program shall comply with Federal and State regulations pertaining to the fiscal management of the program as well as all the requirements pertaining to food service hiring and food service manager/operator licensure and certification. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point ("HACCP") system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

~~The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or gender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. 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. See Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.~~

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the ~~USDA United States Department of Agriculture (USDA)~~ and the United States Department

of Health and Human Services; and

D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

The District's food service program shall serve only food items and beverages determined by the Food Service Department to be in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Any competitive food items and beverages that are available for sale to students a la carte campus wide ~~in the dining area~~ between midnight and thirty (30) minutes following the end of the school day shall also comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550 - Competitive Food Sales.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report to the Board at one of its regular meetings, annually, regarding the District's compliance with the standards.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

~~In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons. All staff shall meet the mandated ServSafe Training Requirements.~~

Students who participate in a released time course in religious instruction pursuant to Board Policy 5223 during lunch may be provided a school meal for consumption during the released time instruction. The meal will meet all USDA meal pattern and nutrition standards requirements. ( ) Meals served off-site will be subject to stringent sanitary and precautionary measures to avoid contamination and spoilage.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under State and Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

If the Board does not comply with the requirement in A.C. 3301-91-10 of establishing a meal program to support summer intervention services, the Board will permit an approved summer food service sponsor to use school facilities located in a school building attendance area where at least one-half (1/2) of the students are eligible for free lunches. The Board will charge the summer food service program sponsor a reasonable fee for the use of school facilities that may include the actual cost of custodial services, charges for use of school equipment, and a pro-rated share of the utility costs as determined by the Board. The Board will also require the summer food service program sponsor to indemnify and hold harmless the District from any potential liability resulting from the operation of the summer food service program. The Treasurer will ensure that the food service program sponsor is either added to the District's liability insurance policy as an additional insured party, or require evidence of the sponsor's own liability insurance policy in the amount approved by the Board. The summer food service program sponsor shall be responsible for any costs incurred in obtaining coverage under this Policy.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

## **Dietary Modifications**

### **Modifications Based on Compliant Medical Documentation**

An adult student or student's parent requesting special dietary accommodations for a student with a disability that restricts the diet must provide the Medical Statement for Special Dietary Needs signed by a State authorized medical authority, which is a medical professional authorized in the State of Ohio to write prescriptions. The request must contain the following information:

- A. an explanation of how the student's physical or mental impairment restricts the diet;
- B. the food(s)/type(s) of foods to be avoided;
- C. the food(s)/type(s) of foods to be substituted;
- D. additional pertinent information, if any, that will assist in accommodating the student's needs.

If a Medical Statement for Special Dietary Needs is incomplete, unclear, or lacks sufficient detail, the Special Dietary Accommodation Coordinator or Food Service Director shall request that the student or parent/guardian request that the medical authority supplement the response so that a safe meal can be provided.

A special dietary accommodation for a student who has a disability that restricts the student's diet must be supported by a Medical Statement for Special Dietary Needs, which should be submitted to the Food Service Director who shall serve as the Special Dietary Accommodation Coordinator.

Contact:  
Food Services Supervisor  
6638 Mill Road  
Brecksville, OH 44141  
440-740-4000

A student with a disability may have an IEP or 504 plan that requires specific instruction, services, or accommodation related to the student's nutritional needs. If a student's IEP or 504 plan contains the same information that is required on a Medical Statement for Special Dietary Needs, then it is not necessary to obtain and submit a separate Medical Statement for Special Dietary Needs.

The individual making an initial request for such substitutions must inform the Food Service Director or Special Dietary Accommodation Coordinator that the student has a disability that restricts the student's diet. The School District will honor the request upon receipt of the required documentation from a State-authorized medical authority. If the Special Dietary Accommodation Coordinator is unable to grant a requested accommodation following receipt of the medical authority's statement, the student or parent shall be provided with an explanation of the basis for the decision. Compliant requests shall be immediately implemented.

### **Disability Accommodation Grievance Procedure**

The following procedure is intended to provide prompt and equitable resolution to any concern or disagreement regarding the food service program's administration of meal modifications made or requested on the basis of a student's disability. None of the procedures described in this policy section shall prevent a student or parent from pursuing a complaint with any State or Federal agency, including the USDA, using the procedures described at the end of this policy.

Any other complaint or disagreement with the food service administration concerning implementation of special dietary accommodations based on a student's disability shall be presented to the Special Dietary Accommodation Coordinator. The student or parent shall specify the nature of the concern and any requested remedy in writing. The Coordinator shall promptly review the grievance and either contact the student or parent for any required clarification of the request or to seek to reach an agreement regarding how to best address the concern. If no agreement is reached, the Coordinator shall make a determination and notify the student or parent in writing as soon as practicable. If the grievance is affirmed in any respect, the Coordinator shall propose a plan for implementing appropriate remedial measures. If the student or parent is dissatisfied with the Coordinator's determination, the student or parent may submit a written request to the Building Principal or Superintendent for review. The administrator's determination shall be final.

### **Modification Based on Student/Parental Preference**

When a request for a special dietary accommodation is not supported by an authorized Medical Statement for Special Dietary Needs or included in a student's IEP or 504 plan, the School District cannot provide modified meals that are not in compliance with USDA Child Nutrition Program requirements. However, the Board authorizes the following:

- A. **Fluid Milk Substitution [If Selected, Choose One]**  
The School District shall have no legal obligation to accommodate a student's or a parent's preference for a fluid milk substitute if there is no Medical Statement for Special Dietary Needs on file requiring such a

substitute. However, the District will assist the student in choosing a reimbursable meal through offer versus serve ("OVS").

**B. Religious Reason**

The School District shall have no legal obligation to accommodate a student's or parent's request for accommodations based on religious requests. However, the District will assist the student in choosing a reimbursable meal through OVS.

**C. General Dietary Preference [If Selected, Choose One]**

The School District shall have no legal obligation to accommodate a student's or parent's general health, nutrition, or food preferences. However, the District will assist the student in choosing a reimbursable meal through OVS.

## **IMPLEMENTATION AND DISCONTINUATION**

### **Review**

Upon receipt of a request for a special dietary accommodation, the Food Service Director or Special Dietary Accommodation Coordinator shall review the request to ensure it is supported as required by Federal law and District policy and if not, shall request additional or clarifying information from the student or parent making the request.

### **Implementation**

When the need for a special dietary accommodation is supported by a Medical Statement for Special Dietary Needs signed by a State authorized medical authority, the District will offer a reasonable modification that effectively accommodates the student's disability. Following USDA Child Nutrition Program regulations, the School District may consider factors such as cost and efficiency and is not required to prepare a specific meal, provide a specific brand of food, or provide a meal beyond the meals provided to other students.

For students who have an IEP or 504 plan that requires specific food-related accommodations, the School District shall provide the accommodation as required by law, seeking clarifying medical information, as necessary.

A special dietary request will be approved and implemented upon submission of a completed authorized Medical Statement.

### **Renewing A Special Dietary Request**

An authorized Medical Statement does not need to be updated annually. However, the Special Dietary Accommodation Coordinator may annually seek clarification or updates on special dietary requests.

### **Discontinuation of a Special Dietary Request**

A special dietary request or part of a request may be discontinued by a parent by submitting the request in writing to the Special Dietary Accommodation Coordinator or shall be discontinued consistent with the medical authorities' recommendation provided with the Medical Statement for Special Dietary Needs.

### **Substitutions**

~~If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 CFR Part 15b. To qualify for such substitutions the medical certification must identify:~~

- ~~A. the student's disability and the major life activity affected by the disability;~~
- ~~B. an explanation of why the disability affects the student's diet; and~~
- ~~C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).~~

~~If determined a necessity by a team of qualified individuals including, but not limited to, the Principal, school nurse, parent, Food Services Supervisor / Registered Dietician and /or Director of Special Education, substitutions to the standard meal requirements may be made, at no additional charge, for a student who is not a "person with~~

a disability," but has a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For students without disabilities who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required. While the request must specify the medical or other special dietary need that restricts the student's diet (i.e., precludes the student's consumption of cow's milk), medical certification may not be required.

### **Meal Charges**

Meals sold by the school may be purchased by students and staff members and community residents in accordance with administrative guidelines established by the Superintendent. Meals may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

The operation and supervision of the food-service program shall be the responsibility of the Food Service Supervisor/ Registered Dietitian. In accordance with Federal law, the Food Service Supervisor shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

A periodic review of the food-service accounts shall be made by the Food Service Supervisor/ Registered Dietitian in collaboration with the Treasurer/CFO. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program.

### **Bad Debt**

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable. District efforts to collect bad debt shall be in accordance with Policy 6152 - Student Fees, Fines, and Charges.

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable no sooner than the end of the school year in which the debt was incurred and after the Superintendent determines that sufficient reasonable effort and approaches to collecting the debt have been made. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b) (17) and 7 C.F.R. 210.15(b).

### **Negative Account Balances**

Students will be permitted to purchase meals from the District's food service using either cash on hand or a food service account. A student may be allowed to incur a negative food service account balance subject to the following conditions.

A student who has exceeded the permissible negative balance amount in their account and does not have cash on hand sufficient to purchase a meal will be treated respectfully. The District will provide meals to students with unpaid meal balances without stigmatizing them, will provide parents of students who charge meals with notification when a student charges a meal, and will make efforts to collect the charges incurred by the students so that the unpaid charges are not classified as bad debt at the end of the school year.

If a student has reached the permissible level of negative lunch account balance, they shall be provided a regular reimbursable meal that follows the USDA meal pattern, the cost of which shall continue to accrue to a negative lunch account balance.

Any negative lunch account balances will be converted to school fees. Parents/Guardians will be responsible for paying all fees in accordance with Policy 6152 - Student Fees, Fines, and Charges. Fee waivers are applied in accordance with Policy 6152.01 - Waivers of School Fees for Instructional Materials.

Students who have qualified for Free lunches are still responsible for paying off any debt that was incurred prior to qualifying for free lunches.

The policy and guidelines will be posted on the District website.

Bad debt incurred through the inability to collect meal payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectible are also unallowable.

Bad debt is uncollectible/delinquent debt that has been determined to be uncollectible by the end of the school year in which the debt was incurred. If the uncollectible/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSFA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectible/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b) (17) and 7 C.F.R. 210.15(b).

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service and shall also address feeding student with unpaid meal balances without stigmatizing them.

This guideline shall be provided in writing to all households in the school handbooks and on the food service website at the start of each school year and to households transferring to the school or School District during the school year.

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1200, Policy 3113, Policy 3210, Policy 3214, Policy 4113, Policy 4210, Policy 4214, and Policy 6460)
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the administration, accounting, and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost-share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction unless the classroom is also used to serve meals to students is prohibited.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food-service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food-service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

### **Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture ("USDA") civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. The District's nondiscrimination statement below is complementary to the District's nondiscrimination policies, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity and Policy 1422/Policy 3122/Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights ("ASCR") about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. Fax:  
(833) 256-1665 or (202) 690-7442; or
3. E-mail:  
[program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

Revised 5/19/08  
Revised 5/23/11  
Revised 11/17/14  
Revised 12/14/15  
Revised 6/27/16  
Revised 6/26/17  
Revised 5/22/19  
Revised 4/22/20  
Revised 5/26/21

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A.C. 3301-91

42 U.S.C. 1758

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 CFR Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

OMB Circular No. A-87USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of AUTOMATED EXTERNAL DEFIBRILLATORS (AED)
Code	po8452
Status	First Reading
Adopted	July 23, 2007

#### 8452 - **AUTOMATED EXTERNAL DEFIBRILLATORS ("AED") AND CARDIOPULMONARY RESUSCITATION**

An automated external defibrillator ("AED") is a medical device that interprets the cardiac rhythm of a person in cardiac arrest and, if appropriate, delivers an electrical shock to the heart intended to allow it to resume effective electrical activity.

To enhance school safety and in compliance with State law, the Board of Education will have an automated external defibrillator(s) (AED) placed in designated building(s) within the School District and at each sports and recreation facility under the Board's control.

The Board shall require teachers, nurses, counselors, school psychologists, principals and other administrative employees, coaches, athletic trainers, and any other person who supervises interscholastic athletics to successfully complete an appropriate training course in the use of AEDs. To fulfill this requirement, the Board will use a training that is either an approved program developed by the American Heart Association or American Red Cross, or a program that is nationally recognized and based on the most current national, evidence-based emergency cardiovascular care guidelines for CPR and use of an AED. The training will be incorporated into in-service training in child abuse, substance abuse, and violence prevention that is required upon initial employment and every five (5) years thereafter. The Board may require or make the training available to additional individuals.

Students in grades nine (9) through twelve (12) will also receive instruction in cardiopulmonary resuscitation ("CPR") and the use of an AED. The instruction shall include the psychomotor skills necessary to perform cardiopulmonary resuscitation of an AED. The training shall either be an approved program developed by the American Heart Association or American Red Cross, or a program that is nationally recognized and based on the most current national, evidence-based emergency cardiovascular care guidelines for CPR and use of an AED. Parents may submit a written request that their student be excused from the training. If it is determined that a student with a disability is not capable of performing the psychomotor skills required to perform CPR and use an AED as indicated in their Individualized Education Plan ("IEP"), they will not be required to complete the training.

Prior to the start of each athletic season, each school operated by the District that offers athletic programs shall hold an informational meeting for students, parents, guardians, other individuals having care or charge of a student, physicians, pediatric cardiologists, athletic trainers, and any other individuals who participate in athletic programs regarding the symptoms and warning signs of sudden cardiac arrest for all ages of students.

Students who participate in an athletic program shall annually submit a form signed by the student and their parent or guardian that indicates they have received and reviewed a copy of the education materials regarding sudden cardiac arrest that is jointly developed by the Department of Health and Department of Education and Workforce. Students will not be permitted to participate in an athletic activity until the student has submitted the form to the designated school official. All individuals who coach an athletic activity will annually complete a training course approved by the Department of Health on sudden cardiac arrests.

The Board authorizes the Superintendent to develop an emergency action plan for the use of automated external defibrillator.

The emergency action plan shall be practiced at least quarterly.

The Superintendent is authorized to develop guidelines and select an appropriate training course in the use of an AED and sudden cardiac arrest.

~~An AED is a medical device that interprets the cardiac rhythm of a person in cardiac arrest and, if appropriate, delivers an electrical shock to the heart intended to allow it to resume effective electrical activity.~~

~~The Superintendent is authorized to develop guidelines that govern AEDs, including the use of the AED, placement of the AED, and appropriate training in the use of the AED.~~

Revised 12/14/15

Revised 6/26/17

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Legal

R.C. 2305.235, 3701.85, 3313.717



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of CRIMINAL HISTORY RECORD CHECK FOR CONTRACTED SCHOOL SERVICES
Code	po8142
Status	First Reading
Adopted	December 15, 2008

#### 8142 - **CRIMINAL HISTORY RECORD CHECK FOR CONTRACTED SCHOOL SERVICES**

In accordance with State law, the Board of Education requires a criminal background check including information from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) of each person employed by a private company under contract with the Board to provide essential school services and who will work within the District in a position which does not require a license issued by the State Board of Education, is not for the operation of a vehicle for student transportation, but does involve routine interaction with a child or regular responsibility for the care, custody or control of a child.

"Essential school services" is defined to mean services provided by a private company that the Board or Superintendent has determined are necessary for the operation of the District and that would need to be provided by employees of the District if the services were not provided by the private company. No such individual, employed by a private company to provide essential school services under a contract with the Board, shall be permitted to work within the District unless one of the following applies to the individual:

A. The private company provides proof of either of the following to the Superintendent:

1. that the individual has been the subject of a criminal records check in accordance with R.C. 3319.39 within the last five (5) years immediately prior to the date on which the person will begin working in the District; and
2. that the criminal records check indicates that the individuals has not been convicted of or pleaded guilty to any offense described in R.C. 3319.39(B)(1); or

B. During any period of time in which the individual will have routine interaction with a child or regular responsibility for the care, custody, or control of a child, the Superintendent has arranged for a District employee to be present in the same room with a child or, if outdoors, within a thirty (30) yard radius of the child or to have visual contact with the child.

#### **Enrollment in the State Rapback System**

The Board will ensure that all employees and contractors whose work duties involve routine interaction with a child or who are regularly responsible for the care, custody, or control of a child are enrolled in the State Rapback System. Licensed employees are enrolled in Rapback by the State Board of Education's Office of Professional Conduct upon approval of their license. School bus and van drivers, and all other unlicensed employees and contractors who do not have a license or permit issued by the State Board of Education, are expected to complete the necessary steps to enroll in Rapback through the State Board as required by law. Employees and contractors may need to complete a new BCI background check at their expense upon initial enrollment in Rapback. Enrollment in Rapback is considered a mandatory condition of employment and is not optional.

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R.C. 3319.392



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of VIDEO SURVEILLANCE AND ELECTRONIC MONITORING
Code	po7440.01
Status	First Reading
Adopted	June 22, 2009
Last Revised	May 26, 2021

#### 7440.01 - **VIDEO SURVEILLANCE AND ELECTRONIC MONITORING**

The Board of Education authorizes the use of video surveillance and electronic monitoring equipment at various school sites throughout the District and on school buses. The video surveillance/electronic monitoring equipment shall be used to protect Board property and assets from theft and vandalism, through deterrence and video documentation. The system is not designed nor intended to protect individuals from being victims of violent or property crimes, nor to detect other potentially illegal and undesirable activities that may occur, although information may be used as evidence in such cases.

The monitoring of actions and behavior of individuals who come onto school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school and student property. Video surveillance/electronic monitoring systems serve to complement other means being employed in the District to promote and foster a safe and secure teaching and learning environment for students and staff. The Board recognizes that the use of a video surveillance/electronic monitoring system does not replace the need for the ongoing vigilance of the school staff assigned by the building principal to monitor and supervise the school building. Rather, the video surveillance/electronic monitoring system serves as an appropriate and useful tool with which to augment or support the in-person supervision provided by staff. The building principal is responsible for verifying that due diligence is observed in maintaining general campus security.

The Superintendent is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g., school hallways, entryways, the front office where students, employees and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the Superintendent or Board President, video surveillance/electronic monitoring equipment shall not be used in areas where persons have a reasonable expectation of privacy (e.g., restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times.

Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Legible and visible signs shall be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are being monitored/recorded. Additionally, the Superintendent is directed to annually notify parents and students via school newsletters and the Student Handbook, and staff via the Staff Handbook, of the use of video surveillance/electronic monitoring systems in their schools.

Any information obtained from video surveillance/electronic monitoring systems may only be used to support the orderly operation of the School District's schools and facilities, and for law enforcement purposes, and not for any other purposes. As such, recordings obtained through the use of video surveillance/electronic monitoring equipment may be used as evidence in any disciplinary proceedings, administrative proceeding or criminal proceeding, subject to Board policy and regulations. Further, such recordings may become a part of a student's education record or staff member's personnel file.

Ordinarily, video surveillance/electronic monitoring equipment will not be used to make an audio recording of conversation occurring on school grounds or property.

The Board will not use video surveillance/electronic monitoring equipment to obtain information for the purpose of routine staff appraisal/evaluation or monitoring.

However, prerecorded lessons or observations of ~~online~~ or virtual learning sessions may be included as part of an employee's evaluation in accordance with a collective bargaining agreement or Memorandum of Understanding approved by the Board.

Further, if an employee is assigned to work remotely (i.e., telework), the administration is authorized to conduct observations that consist of the supervisor reviewing video-recordings of the employee working and/or watching the employee perform his/her job responsibilities through means of a live-stream that includes both video and audio, provided the employee is afforded advanced notice of the observation, and the recording of ~~the employee's~~ work and/or observation is conducted in accordance with a collective bargaining agreement or Memorandum of Understanding approved by the Board if the employee is a member of a bargaining unit.

Additionally, nothing herein shall prevent the administration from using information gathered through electronic means (i.e., viewing a video-recording or live-stream of an employee working) for employment purposes, including, but not limited to, completing components of an evaluation, so long as the information is gathered in a manner consistent with law and any applicable collective bargaining agreement or Memorandum of Understanding approved by the Board.

Recordings of students will be treated as confidential. Consequently, because the Board is bound by Ohio's Student Records Statute and the Family Educational Rights and Privacy Act ("FERPA"), copies of video recordings containing personal identifiable information about students shall not be released except to school officials with legitimate educational interests. Parents or guardians of minor students, and students who are eighteen (18) years of age or older, who are charged with disciplinary violations may view relevant portions of any video recording related to the charge, upon written request to the building principal, provided that viewing the recording does not violate State and/or Federal law (i.e., the privacy rights of any other students whose images appear on the recording).

Likewise, school personnel may view relevant portions of any video relating to any disciplinary charge against them, upon written request to the building principal, provided that viewing the recording does not violate State and/or Federal law (i.e., the privacy rights of any students whose images appear on the recordings). Otherwise, such confidential recordings shall only be released through subpoena or court order.

The Board shall maintain video surveillance/electronic monitoring recordings for a limited period. Any request to view a recording under this policy must be made within three (3) days of the event/incident. Unless a formal complaint is being investigated, recordings may be destroyed after ten (10) days. If, however, action is taken by the Board/administration, as a result of a formal complaint or incident, recordings shall be kept for a minimum of one (1) year from the date of the action taken. Recordings may also be kept beyond the normal retention period if they are going to be utilized for training purposes.

This policy does not address or cover instances where school officials record a specific event (e.g., a play, music performance, athletic contest, graduation, or Board meeting), or an isolated instance where a classroom is videotaped for educational or research purposes. Authorized videotaping for educational, instructional and/or research purposes is permitted and is not addressed by this policy.

The Superintendent is directed to develop administrative guidelines to address the use of video surveillance/electronic monitoring equipment in school buildings, school buses and on property owned and/or operated by the Board.

Video surveillance is to be implemented in accordance with this policy and the related guidelines. The Board will not accept or tolerate the improper use of video surveillance/electronic monitoring equipment and will take appropriate action in any cases of wrongful use of this policy.

Annually the Superintendent shall conduct a review to verify that this policy and its implementing guidelines are being adhered to, and report to the Board on the use of video surveillance/electronic monitoring equipment in the District.

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FERPA 20 U.S.C. 1232g

34 C.F.R. 99.1-99.67

Title I of the Electronic Communication Privacy Act of 1986

18 U.S.C. 2510-2521



Book Policy Manual  
Section BOARD POLICIES UNDER CONSIDERATION  
Title Vol. 43, No. 2 - January 2025 New RESTROOMS, LOCKER ROOMS, SHOWER ROOMS AND CHANGING ROOMS  
Code po7421  
Status First Reading

### **New Policy - Vol. 43, No. 2**

#### **7421 – RESTROOMS, LOCKER ROOMS, SHOWER ROOMS AND CHANGING ROOMS**

The Board of Education will provide appropriate restrooms, locker rooms, shower rooms, and changing rooms for students, employees, and visitors in accordance with this policy.

#### **Definitions**

For purposes of this policy, the following definitions apply:

**“Biological sex”** means the biological indication of male and female, including sex chromosomes, naturally occurring sex hormones, gonads, and non-ambiguous internal and external genitalia present at birth, without regard to an individual’s psychological, chosen, or subjective experience of gender. A birth record that is issued at or near the time of an individual’s birth may be used to prove the biological sex of an individual.

**“Family facility”** means a family restroom or shower room that does not have more than one (1) toilet or shower.

**“Multi-occupancy facility”** means a restroom, locker room, changing room, or shower room that is accessible to multiple individuals at the same time. This term does not include family facilities.

#### **Gender Designation of Multi-occupancy Facilities**

The Board will designate for the exclusive use of the male or female biological sex each student restroom, locker room, changing room, or shower room that is accessible by multiple students at the same time which is located in a school building or a facility used by the school for a school-sponsored activity.

The Board will not construct, establish, or maintain a multi-occupancy facility that is open to all genders. However, this policy does not prohibit the Board from constructing, establishing, or maintaining a family facility.

#### **Permissible Access of Multi-occupancy Facilities by the Opposite Biological Sex**

An individual of the opposite biological sex may access a multi-occupancy facility in the following circumstances:

- A. A parent, guardian, or family member who is assisting a child under the age of ten (10), or a child under the age of ten (10) who is being assisted by a parent, guardian, or family member;
- B. A person with a disability who is being assisted by another person, or an individual who is assisting a person with a disability;
- C. A school employee whose job duties require them to enter a multi-occupancy facility that is designated for use by the opposite biological sex;

- D. An individual who enters a multi-occupancy facility designated for the use by the opposite biological sex because they reasonably believe that they are responding to a legitimate emergency situation.

### **Accommodations for Special Circumstances**

The Board may provide accommodations at the request of a student due to special circumstances. Accommodations may include the use of single-occupancy facilities or controlled use of faculty facilities.

### **Violations of this Policy**

Any student who willfully enters a multi-occupancy facility designated for use by the opposite biological sex for a purpose other than what is considered permissible pursuant to this policy, and refuses to leave when asked to do so by school personnel, is subject to discipline in accordance with the Student Code of Conduct.

Employees who willfully enter a multi-occupancy facility designated for use by the opposite biological sex for a purpose other than what is considered permissible pursuant to this policy, and refuses to leave when asked to do so by administrative personnel, are subject to discipline, up to and including termination of employment.

Any other person who willfully enters a multi-occupancy facility designated for use by the opposite biological sex for a purpose other than what is considered permissible pursuant to this policy, and refuses to leave when asked to do so by school personnel, may be removed from the premises and subject to future restrictions.

R.C. 3319.90

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R.C. 3319.90



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of BAD CHECKS
Code	po6151
Status	First Reading
Adopted	July 23, 2007

#### 6151 - **INSUFFICIENT FUNDS**~~BAD~~ CHECKS

When the District receives a check which is not honored upon presentation to the respective bank or other depository institution, the Treasurer/CFO is authorized to take appropriate action ~~from a student or parent that, when deposited, is returned marked "insufficient funds", the Treasurer/CFO shall provide an opportunity for the payor to make proper payment or to arrange for a satisfactory payment schedule.~~ If payment is not received within ten (10) days, the payment schedule is not adhered to, or the monies do not appear to be collectable, ~~the~~ The Board of Education authorizes the Treasurer/CFO to remove the fee or charge from the District's Accounts Receivable and to take appropriate action against the ~~payer student and/or the parents.~~ The payer may be charged any cost charged by the District's banking institution for a returned check. Overdue payments may be referred to a collection agency or for recovery in an appropriate court.

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Book Policy Manual  
Section BOARD POLICIES UNDER CONSIDERATION  
Title Vol. 43, No. 2 - January 2025 New PARENTS' BILL OF RIGHTS  
Code po5780.01  
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### **New Policy - Vol. 43, No. 2**

#### **5780.01 - PARENTS' BILL OF RIGHTS**

The Board of Education recognizes that parents have a fundamental right to make decisions concerning the upbringing, education, and care of their children and promotes parental involvement in the District's public school system. In addition, parents have certain rights in the school system to know about their student's educational experience. Specific rights are listed in topic areas of these policies.

#### **Sexuality Content/Mental, Emotional, or Physical Health or Well Being/Health Care Services**

##### **Definitions:**

For purposes of this policy:

"Age-appropriate" and "developmentally appropriate" content refers to activities or items that are generally accepted as suitable for children of the same chronological age or level of maturity or that are determined to be developmentally appropriate for a child, based on the development of cognitive, emotional, physical, and behavioral capacities that are typical for an age or age group.

"Student's mental, emotional, or physical health or well-being" includes, at a minimum, any of the following:

- A. A student's academic performance;
- B. Any significant sickness or physical injury, or any psychological trauma suffered by a student;
- C. Any harassment, intimidation, or bullying, as defined in section 3313.666 of the Revised Code, by or against a student in violation of School District policy;
- D. Any request by a student to identify as a gender that does not align with the student's biological sex;
- E. Exhibition of suicidal ideation or persistent symptoms of depression or severe anxiety, or other mental health issues.

"Sexuality content" means any oral or written instruction, presentation, image, or description of sexual concepts or gender ideology provided in a classroom setting. "Sexuality content" does not mean any of the following:

- A. Instruction or presentations in sexually transmitted infection education, child sexual abuse prevention, and sexual violence prevention education provided under division (A)(5) of section 3313.60 or section 3314.0310 or 3326.091 of the Revised Code;
- B. Instruction or presentations in sexually transmitted infection education emphasizing abstinence provided under section 3313.6011 of the Revised Code;

- C. Incidental references to sexual concepts or gender ideology occurring outside of formal instruction or presentations on such topics, including references made during class participation and in schoolwork.

### **Sexuality Content and Parental Notification**

The Board will ensure that any sexuality content is age-appropriate and developmentally appropriate for the age of the student receiving the instruction, regardless of the age or grade level of the student. The Board will not permit instruction that includes sexuality content in grades kindergarten through grade three (3).

Prior to providing instruction that includes sexuality content or permitting a third party to provide such instruction on behalf of the District, the Board will provide parents the opportunity to review any instructional material that includes sexuality content. Upon request of the student's parent, a student shall be excused from instruction that includes sexuality content and shall be permitted to participate in an alternative assignment.

### **Student Services/Mental, Emotional, Physical Health or Well-Being/Safe and Supportive Learning Environment and Parental Notification**

The Board will promptly notify a student's parent of any substantial change in the student's services, including counseling services or monitoring related to the student's mental, emotional, or physical health or well-being or the school's ability to provide a safe and supportive learning environment for the student. Such notification will be provided by the student's building administration through email and/or telephone conference. The Board will not inhibit parental access to the student's education and health records maintained by the school.

School District personnel will not directly or indirectly encourage a student to withhold from a parent information concerning the student's mental, emotional, or physical health or well-being, or a change in related services or monitoring.

School District personnel will not discourage or prohibit parental notification of and involvement in decisions affecting a student's mental, emotional, or physical health or well-being.

### **Procedure for Authorization From Parents for Health Care Services**

Authorization of parents must be obtained by the Board prior to providing any type of health care service to students, including physical, mental, and behavioral health care services. Parents may choose whether to authorize the Board to provide a health care service to the parent's child.

To facilitate parental involvement and decision-making on such authorization, at the beginning of each school year, the Board will notify parents of each health care service offered at, or facilitated in cooperation with, their student's school of attendance and of the parent's option to withhold consent or decline any specified service. If granted, parental consent to health care services does not waive the parent's right to access their child/children's educational or health records or to be notified about a change in the student's services or monitoring as set forth herein.

Prior to providing a health care service to a student, the building administration of the student's school of attendance will notify a parent whether the service is required to be provided by the School District under State law and if other options for a student to access the service exist.

At the beginning of each school year, the Board will provide an annual notice to parents of known health care services required by the District under State law. **[END OF OPTION]**

These notification requirements do not apply to emergency situations, first aid, other unanticipated minor health care services, or health care services provided pursuant to a student's IEP or the District's obligation under section 504 of the "Rehabilitation Act of 1973," 29 U.S.C. 794.

### **Process for Resolving Parental Concerns**

Parents may file written concerns with the Principal or other building administrator of the student's school of attendance regarding any topics addressed in the above Parental Rights and Parental Involvement section of this policy. Parents will be notified at the beginning of each school year of their right to file a written concern. The Principal or other building administrator will take steps with parent(s) to resolve the concern within thirty (30) days of receipt of the written concern. If not satisfied with the outcome of the resolution by the Principal or building administrator, the parent(s) may appeal a decision at that level to the Superintendent.

If a parent appeals the Principal's or building administrator's decision, the Superintendent or the Superintendent's designee will conduct a hearing on the decision. Based on the findings of that hearing, the Superintendent shall decide whether to affirm the Principal's or building administrator's decision. If the Superintendent determines not to affirm the decision, the

Superintendent shall determine a resolution to the parent's concern and communicate the decision to the parent. A parent may appeal the Superintendent's decision to the Board of Education.

If the Superintendent's decision is appealed, the Board shall review the Superintendent's decision and, if the Board determines it necessary, hold a hearing on the decision and, based on that hearing, either affirm the Superintendent's decision or determine a new resolution to the parent's concern.

Nothing in this policy shall be read to prevent a parent from contacting a member of the Board regarding a concern with the operation of a school under the supervision of the Board of Education.

### **Parent Right to Inspect Instructional Materials**

In addition, parents have the right to inspect any instructional materials used as part of the educational curriculum for their student. Instructional materials means instructional content, regardless of format, that is provided to the student, including printed or representational materials, audio-visual materials, and materials available in electronic or digital formats (such as materials accessible through the Internet). Instructional material does not include academic tests or academic assessments.

The Superintendent shall, in consultation with parents, develop a procedure addressing the right of parents as described herein and procedures to assure timely response to parental requests to review instructional material. The procedure shall also address reasonable notification to parents and students of their rights to review these materials. See AG 9130A and Form 9130 F3.

### **Right to Inspect Technology Provider Contract**

The District shall provide parents and students with an opportunity to inspect a complete copy of each technology provider contract.

This policy shall not supersede any rights under the Family Education Rights and Privacy Act.

R.C. 3109.01, 3313.473, 3319.325, 3319.326  
20 U.S.C. 1232h

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Legal R.C. 3109.01, 3313.473, 3319.325, 3319.326  
20 U.S.C. 1232h



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of PARENTAL-MARRIED STATUS OF STUDENTS
Code	po5751
Status	First Reading
Adopted	July 23, 2007

#### 5751 - PARENTAL-MARRIED STATUS OF STUDENTS

The Board of Education is committed to maintaining an education environment that is free from discrimination based on sex or any other protected class factors. No student, whether married or unmarried, who is otherwise eligible to attend school in the District shall be discriminated against or denied participation in an educational program or activity solely because of pregnancy, childbirth, pregnancy-related disabilities, or actual or potential parenthood. Complaints of sex-based discrimination will be addressed pursuant to Board Policy 2260.

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Contact:  
Assistant Superintendent  
6638 Mill Road  
Brecksville, OH 44141  
440-740-4000

Pregnant students and students recovering from childbirth may request reasonable modifications to support their pregnancy-related needs by contacting the school counselor. In the event that a student is unable to attend school due to a pregnancy-related condition, the student will be considered on an excused absence for as long a period as is deemed medically necessary by the student's physician. At the conclusion of the absence, the student shall be reinstated to the same academic and extracurricular status that the student held when the absence began, and shall be afforded an opportunity to make up any work missed while absent.

Lactating students will be provided with a reasonable amount of time to express breast milk during the school day for up to one (1) calendar year after birth of the child. An appropriate location will be provided that is suitable for expressing breast milk. The location must be shielded from view and not accessible during usage by any other person. The location provided may not be a bathroom. The school nurse will develop a schedule for expressing breast milk based on the student's current needs. The schedule will be adjusted as the needs of the lactating student change. Students will be excused from class for scheduled breaks and will be permitted to make up any work missed. The Principal is responsible for notifying staff who may need to excuse the student from class or a scheduled activity to express breast milk.

Students will not be required to submit a doctor's note as a condition of participating in a curricular or extracurricular program or activity unless a doctor's note is required from all students who have a physical or mental condition requiring treatment by a doctor or who have been recently hospitalized for other types of medical conditions.

~~The Board of Education reserves the right to require as a prerequisite for attendance in the regular classes of the schools and the co-curricular and extra-curricular programs of the schools that each pregnant student present to the Superintendent her physician's written statement that such activity will not be injurious to her health nor jeopardize her pregnancy.~~

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R.C. 2151.85, 2505.073, 3321.01 et seq.



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS
Code	po5610
Status	First Reading
Adopted	July 23, 2007
Last Revised	May 24, 2023

#### 5610 - **REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS**

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive, or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled, and/or permanently excluded unless their behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board and/or the student's actions pose imminent and severe endangerment to the health and safety of other students or employees. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In determining whether a student is to be suspended or expelled, District Administrators shall use a preponderance of evidence standard. 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/Student Discipline Code 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 who poses a continuing danger to District property or persons in the District or whose behavior presents an ongoing threat of disrupting the educational process provided by the District. (See Policy 5610.03 - Emergency Removal)
- B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, Principal, Assistant Principal, or any other administrator from the District's instructional program 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.

The Superintendent may develop a list of appropriate alternative consequences, and set forth such list in the applicable guidelines.

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 and receive at least partial credit for a completed assignment. Grade reductions on account of the student's suspension are permitted; however, no student may receive a failing grade on a completed assignment solely on account of the student's suspension.

The grade for a completed classroom assignment missed because of a suspension will be reduced by ten percent (10%).

- 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 that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 - Due Process Rights.

When making a determination whether or not a student will be expelled or permanently excluded under this policy, the Superintendent shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315 - Information Management (i.e. "Litigation Hold")) created and/or received as part of an investigation.

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) 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.

### **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 onto any other property (including a school vehicle) owned, controlled, or operated by the Board, an interscholastic competition, an extra-curricular event, or any other school program or activity that is not located in a school or on a 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. Similarly, 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, an interscholastic competition, an extra-curricular event, or any other school program or activity that is not located in a school or on a property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school 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, 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 (1/4) 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 ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in their sole judgment and discretion, modify or reduce such expulsion in writing, to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- b. the degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife; capable of causing serious bodily injury; and/or
- c. the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.  
The reinstatement of a student who is expelled for bringing a firearm to school is subject to the reinstatement process summarized in Section (C)(4) of this policy.

## 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 R.C. 2901.01(A)(5), or to property as defined in R.C. 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 their sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);  
or
- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

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 their sole 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, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

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.

#### 4. **Imminent and Severe Endangerment to Health and Safety of Students or Employees**

The term "imminent and severe endangerment" means any of the following actions taken by a student:

- a. Bringing a firearm or a knife capable of causing severe bodily harm to a school operated by the Board or other property owned or controlled by the Board, or to any interscholastic competition, extra-curricular event, or any other program or activity sponsored by the School District or in which the District is participating;
- b. Committing an act that is a criminal offense when committed by an adult and that results in serious physical harm to persons as defined in R.C. 2901.01(A)(5) or to property as defined in R.C. 2901.01(A)(6) while the student is at a school operated by the Board, on property owned or operated by the Board, or at any other program or activity that is sponsored by the District or in which the District is participating;
- c. Making a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat; or
- d. Making an articulated or verbalized threat, including a hit list, threatening manifesto, or social media post, that would lead a reasonable person to conclude that the pupil poses a serious threat.

The Superintendent may expel a student for up to 180 school days for actions that the Superintendent determines pose imminent and severe endangerment to the health and safety of other students or school employees regardless of whether the actions qualify for permanent exclusion.

Upon expelling a student for actions that pose imminent and severe endangerment to others, the Superintendent will develop conditions that the student must satisfy before the student may be reinstated. A copy of the conditions will be provided to the Board, the student, and the student's parent/guardian at the beginning of the expulsion period. One of the conditions shall be an assessment that is performed by a licensed psychiatrist, psychologist, or school psychologist employed or contracted by the District to determine whether the student poses a danger to themselves, other students, and/or school employees. The District and the student's parent/guardian will mutually agree on the individual who will conduct the assessment. If the individual is not employed by the District, the cost of the assessment shall be referred for payment through the student's health insurance. Any remaining costs not covered by the student's insurance will be paid by the District. If the individual is employed or contracted by the District, the District will pay the full cost of the assessment. In addition to including a determination of whether the student poses a danger to themselves or others, the psychiatrist, psychologist, or school psychologist may also make recommendations for the contingent conditions for the student's reinstatement.

At the end of the initial expulsion term or any subsequent term, the Superintendent will determine whether the student has demonstrated sufficient rehabilitation to be reinstated to school. If the Superintendent determines the student has not demonstrated such rehabilitation, then the Superintendent may extend the expulsion for an unlimited number of additional periods of up to ninety (90) school days each. The Superintendent shall make the determination about whether the student has demonstrated rehabilitation in consultation with a multidisciplinary team selected by the Superintendent. The Superintendent will take into consideration the assessment of the psychiatrist, psychologist, or school psychologist and whether or not the student met the conditions developed by the Superintendent at the beginning of the expulsion period. If the Superintendent extends the expulsion period, the Superintendent shall develop conditions for the pupil to satisfy prior to reinstatement. The conditions may be the same as those developed for the initial term of expulsion. A copy of the conditions shall be provided to the Board, the student, and the student's parent/guardian.

The Superintendent may extend the initial or subsequent term of expulsion into the next school year. The Superintendent may also 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 their sole judgment and discretion, reduce such expulsion to a period of less than 180 school days for the initial term, or less than ninety (90) school days for any additional term, 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 including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

Prior to the end of the initial expulsion term or any extension, the student's parent/guardian may request that the Superintendent complete an early assessment of the student. The Superintendent will assess the student and make a determination of whether the student meets the requirements for reinstatement as outlined in this section. The Superintendent will rely on the reasons permitted for the reduction of an expulsion term outlined in this section to determine whether the student may be reinstated before the end of the current expulsion term. A parent/guardian may request an early assessment one (1) time for the initial, and one (1) time for any subsequent expulsion term.

The Superintendent is authorized to develop contingent conditions for a student's reinstatement. The conditions may include the conditions developed for the original expulsion term as well as any recommendations made by the psychiatrist, psychologist, or school psychologist who assesses the student under this section. The Superintendent will establish a duration under which the student must meet the contingent conditions, which may extend to the student's graduation date. The Superintendent will provide a copy of these conditions to the Board, the student, and the student's parent/guardian when the Superintendent makes the decision to reinstate the student. If the student fails to adhere to the contingent conditions, the Superintendent may revoke the student's reinstatement and establish an extended expulsion period under the same process as outlined in this section.

For students who do not have an individualized education plan ("IEP"), the Superintendent shall, in consultation with the student and parent/guardian, develop a plan for the continued education of the student. This may include education by the District in an alternative setting such as home instruction, enrollment in another district, enrollment in another type of public or nonpublic school, or any other form of instruction that complies with state law. The plan will be developed no later than fifteen (15) school days after the beginning of the original expulsion period or any extension. For students who have an IEP, the Superintendent will also consult with the student's IEP team in developing the plan, and the plan will be developed within ten (10) school days after the beginning of the original expulsion period or any extension.

The Board will provide the Department of Education and Workforce ("DEW") records of each expulsion issued under this section, as well as any changes to the student's expulsion status. The records will not include the name of the student, but will include the following:

- a. the name of the student's school;
- b. the reason(s) for the student's expulsion;
- c. the duration of the student's expulsion and any extensions of the expulsion;
- d. the total number of students expelled by the District in the school year as of the date of the report; and
- e. the student's age, gender, race, and other demographic information requested by DEW.

The District will provide records of an expulsion issued under this section if requested by any other district or school to which the student transfers. These records may not be withheld due to any outstanding debt attributed to the student.

The Board will establish guidelines for appropriate conditions that the Superintendent may develop pursuant to this section.

The Superintendent will develop a list of alternative educational options for students who are expelled under this section.

- D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01- Permanent Exclusion of Nondisabled Students)

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 the student's parents 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.

### **Suspension or Expulsion of Students in Grades Pre-Kindergarten through Three (3)**

Except as permitted by law, suspension or expulsion proceedings shall not be initiated against a student in any of grades Pre-kindergarten through three (3) unless the student has committed the following acts:

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or onto any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or any other school program or activity that is not located in a school or on a property that is owned or controlled by the Board, or 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 an interscholastic competition, an extra-curricular event, or any other school program or activity that is not located in a school or on a property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, an interscholastic competition, an 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 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.
- D. 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, and/or other school employees.

Prior to suspending or expelling a student in any of grades Pre-K through three (3), the Principal shall, whenever possible, consult with a mental health professional under contract. If the events leading up to the student's suspension or expulsion from school indicate that the student is in need of additional mental health services, the student's Principal or the District's mental health professional shall assist the student's parent or guardian with locating providers or obtaining such services, including referral to an independent mental health professional, provided such assistance does not result in a financial burden to the District or the student's school.

If a student in any of grades Pre-K through three (3) is suspended or expelled, the student shall be afforded the same notice and hearing, procedural, and educational opportunities as set forth in Board policy and the law. The suspension or expulsion of a student in any of grades Pre-K through three (3) shall not limit the Board's responsibilities with respect to the provision of special education and related services for such a student in accordance with Board policy and the law. Further, the Board shall not be limited in its authority to issue an in-school suspension to a student in any of grades Pre-K through three (3), provided that the in-school suspension is served in a supervised learning environment.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, the Superintendent may suspend the student 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/Student Discipline Code.

The Board authorizes the Superintendent to provide 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 Board may temporarily deny admittance to any student who has been expelled from the schools 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. This provision also applies to a student who is the subject of a power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools 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.

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 the College Credit Plus Program 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 College Credit Plus courses taken during an expulsion.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

The Superintendent may require a student to perform community service in conjunction with or in place of a suspension or expulsion. The Board may adopt guidelines to permit the Superintendent to impose a community service requirement beyond the end of the school year in lieu of applying the expulsion into the following school year.

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.

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Revised 6/26/17

Revised 11/19/18

Revised 5/22/19

Revised 11/18/20

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R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663

R.C. 3313.664, 3313.668, 3321.13 (B)(3) and (C), 3327.014

18 U.S.C. Section 921

20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of GRADUATION REQUIREMENTS
Code	po5460
Status	First Reading
Adopted	July 23, 2007
Last Revised	May 24, 2023

#### 5460 - GRADUATION REQUIREMENTS

In order 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, the Board of Education awards a diploma to eligible students at a graduation ceremony.

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 State Law and or who properly completes the goals and objectives specified in the student's individualized education program ("IEP"), including either the exemption from or the requirement to complete the tests required by the State Board of Education in order to graduate. In addition to earning course credits, each student must show competency and readiness.

The requirements for graduation from high school include earning twenty-one (21) units of credit in grades nine (9) through twelve (12) as established in State law and this Board and fulfilling the requirements of one (1) graduation pathway that has been approved by the State. To graduate, students must earn twenty-one (21) units of credit in grades nine (9) through twelve (12) as follows:

#### Course Credits Required for Graduation

##### Subject Units Required

English Language Arts	4.00
Health	.50
Physical Education	.50
Mathematics (must include 1 unit algebra II or equivalent of algebra II) Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.)	4.00
Science (must include 1 unit physical sciences, 1 unit of life sciences, and 1 unit advanced study in one or more of: chemistry, physics, other physical science, advanced biology or other life science, astronomy, physical geology or other earth or space science, computer science.)	3.00

Social Studies (must include 1/2 unit of American history and 1/2 unit of American government)	3.00
Fine Arts, including music	1.00
Electives (must include one (1) or any combination of foreign language, computer coding, fine arts, business, career-technical education, family and consumer sciences, technology, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress, or English language arts, mathematics, science, or social studies courses not otherwise required)	5.00

All students must receive instruction in economics and financial literacy during Grades nine (9) through twelve (12). Beginning with the class of 2026 and subsequent graduating classes, all students must receive 0.5 credits of financial literacy. Additionally, all students must receive instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator from an approved source during Grades nine (9) through twelve (12) unless the student is exempted from such training due to disability or by written request of the parent.

### **Physical Education Waiver**

Students who have participated in interscholastic athletics, marching band, show choir, or cheerleading for at least two (2) full seasons, as defined in the options handbook, while enrolled in grades nine (9) through twelve (12), and as documented by the school Assistant Principal, athletic director or guidance counselor, may be excused from the high school physical education requirement. Students electing such an excuse shall complete one-half (1/2) unit of at least sixty (60) hours of instruction in another course of study which is designated by the Board as meeting the high school curriculum requirements. A student who has participated in the junior reserve officer training corps for at least two (2) full school years while enrolled in grades nine (9) through twelve (12) may be excused from the high school physical education requirement and may use credit for such participation to satisfy the requirement to complete one-half (1/2) unit in another course of study.

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 through College Credit Plus (CCP).

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.

No student shall be required to remain in school for any specific number of semesters or other terms if the student completes the required curriculum early.

### **Competency Requirements**

To graduate, students must earn a "competency" score on the state Algebra I and English Language Arts II tests. Students who do not pass the test will be offered appropriate remediation and supports and will retake the test at least once. In lieu of attaining competency scores on the state tests, students can demonstrate competency by one (1) of the following:

- A. Obtain a remediation-free score in the math or English subject areas on the ACT or SAT.
- B. Complete two (2) of the following options, with at least one (1) of the options being a foundational option:
  - 1. Foundational Options: obtain proficient scores on three (3) or more WebXams in a single career pathway, earn a twelve (12) point approved industry-recognized credential or group of credentials, or complete a pre-apprenticeship program recognized by the Ohio State Apprentice Council, a registered apprenticeship in the student’s chosen career field, or show evidence of acceptance into an approved apprenticeship program restricted to participants eighteen (18) years of age or older.
  - 2. Supporting Options: complete a 250-hour work-based learning experience with evidence of positive evaluations, earn the required score on WorkKeys, or earn the OhioMeansJobs Readiness Seal.
- C. Enlist in the military and present evidence of a signed contract to enter a branch of the U.S. armed services upon graduation.
- D. Earn credit for a college-level math and/or college-level English course in the subject(s) not passed on the state exams through the College Credit Plus Program.

**Readiness Requirements**

Students must demonstrate readiness for graduation by earning at least two (2) diploma seals, one (1) of which must include a State-approved seal from the following list:

- A. Seal of Biliteracy;
- B. OhioMeansJobs-Readiness Seal;
- C. Industry-Recognized Credential Seal; College-Ready Seal; Military Enlistment Seal; Citizenship Seal; Science Seal; Honors Diploma Seal; Technology Seal, Community Service Seal, Fine and Performing Arts Seal; Student Engagement Seal.

~~The Board offers the following additional seal(s) in accordance with adopted administrative guidelines: Community Service Seal; Fine/Performing Arts Seal; and Student Engagement Seal.~~

An honors diploma shall be awarded to any student who meets the established requirements for graduation or the requirements of the student's IEP; attains the applicable scores on the tests required by the State Board of Education to graduate; and meets any additional criteria the State Board may establish.

Participation in commencement exercises is a privilege and not a right. Commencement exercises will include only those students who have successfully completed the requirements for graduation as certified by the high school principal or those students who have been deemed eligible to participate in such exercises. A student may be denied participation in the ceremony of graduation when personal conduct so warrants. However, no student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure.

The Board also shall grant a diploma of adult education to all District residents over the age of twenty-one (21) who meet the requirements established by the State Board of Education.

The Superintendent shall establish whatever administrative guidelines are necessary to comply with State rules and regulations. The District shall comply with all data reporting requirements regarding graduation and post-high school outcomes.

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 Revised 6/22/15  
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R.C. 3313.60, 3313.6021, 3313.603, 3313.61, 3313.611, 3313.6111, 3313.614

R.C. 3313.615, 3313.617, 3313.618, 3313.647, 3313.903, 3323.08



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of STUDENT MENTAL HEALTH AND SUICIDE PREVENTION
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Last Revised	December 15, 2021

#### 5350 - **STUDENT MENTAL HEALTH, WELL-BEING, AND SUICIDE PREVENTION**

The Board of Education recognizes the importance of addressing the emotional and physical safety of students and staff in order to create and maintain safe and supportive learning environments. Comprehensive mental health and wellness initiatives are key to providing that students are in school, healthy, ready to learn, and prepared for success that mental health conditions and self-injury are problems of increasing severity among children and adolescents. A student who suffers from a mental health condition such as depression and who has attempted self-injury poses a danger both to himself/herself and to other students.

The District's comprehensive mental health and wellness initiatives will include supports and services that promote:

- A. Positive school climate;
- B. Social skills;
- C. Mental health and well-being;
- D. Support for students and staff; and
- E. Trauma-informed and restorative practices.

The District shall implement specific strategies to promote school safety, including student instruction, anonymous reporting systems, threat assessment teams, emergency management plans, and staff training.

In accordance with law, the Board will provide appropriate instruction to all students in grades Kindergarten through six (6) on the nutritive value of foods, the harmful effects of and legal restrictions on the use of drugs of abuse, alcoholic beverages, and tobacco, including electronic smoking devices. The Board shall also provide training on personal safety, sexual abuse prevention, and assault prevention to all students in grades Kindergarten through six (6) K-6.

The Board will also provide developmentally appropriate training for grades seven (7) through twelve (12) in dating violence prevention education and sexual violence prevention education. The training will include instruction in recognizing dating violence warning signs and characteristics of a healthy relationship.

Students will receive health education instruction that includes instruction about prescription opioid abuse and prevention. An emphasis will be placed on the prescription drug epidemic and the connection between prescription opioid abuse and addiction to other drugs, such as heroin. Instruction will also be provided on the

process of making an anatomical gift, with an emphasis on the life-saving and life-enhancing effects of organ and tissue donation.

Additionally, beginning in the 2023–2024 school year, the District will include in health education at least one (1) hour (or a standard class period) of evidence-based instruction for students in grades six (6) through twelve (12) in each of the following topics:

- A. suicide awareness and prevention;
- B. safety training and violence prevention; and
- C. social inclusion.

The Board shall use an approved, evidence-based program to meet these requirements ~~a training program that is approved by the Ohio Department of Education (ODE).~~ Instruction may be provided in health education or in another subject, during student assemblies, through digital learning, and homework assignments to satisfy the instruction requirement. Upon written request of a parent/guardian, a student will be excused from instruction in these areas.

All school personnel should be alert for students who exhibit signs of unusual mental health-related behavior or who threaten or attempt self-injury or suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness.

### **Staff Training**

In accordance with Policy 8462, mental health employees, counselors, teachers, administrators, school psychologists, school nurses, and other designated staff shall receive professional development training in accordance with Board-adopted curriculum that includes the risk factors, warning signs, and resources regarding youth suicide awareness and prevention at least every two (2) years.

The Board shall adopt or adapt an evidence-based awareness and prevention curriculum approved by the Ohio Department of Education and Workforce ("DEW") ~~(ODE)~~, or alternatively will utilize a suicide awareness and prevention curriculum that has been developed in consultation with public or private agencies/persons involved in youth suicide awareness and prevention and that has been approved by the DEW ~~ODE~~.

The Superintendent shall develop and implement administrative guidelines whereby members of the professional staff understand how to use an intervention procedure which includes the following:

Step 1 - Stabilization

Step 2 - Assessment of the Risk

Step 3 - Use of Appropriate Risk Procedure

Step 4 - Communication with Appropriate Parties

Step 5 - Follow-up

Throughout any intervention, it is essential that Board policies and District guidelines regarding confidentiality be observed at all times.

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Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
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### 5330 - USE OF MEDICATIONS

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

For purposes of this policy, "medication" shall include all medicines including those prescribed by a licensed health professional authorized to prescribe drugs and any nonprescribed (over-the-counter) drugs, preparations, and/or remedies. "Over-the-counter drug" means a drug, as defined in section 4729.01 of the Revised Code, that may be legally sold without a prescription and that is administered without the instruction of a prescriber. "Prescription drug" means a drug, as defined in section 4729.01 of the Revised Code, that is to be administered pursuant to the instructions of the prescriber, whether or not required by law to be sold only upon a prescription. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization.

~~Before any prescribed prescription medication (i.e., a drug) or treatment may be administered to any student during school hours, the Board shall require a written statement from a licensed health professional authorized to prescribe drugs ("prescriber") accompanied by the written authorization of the parent (see Form 5330 F1, Form 5330 F1a, and Form 5330 F1b). These documents shall be kept on file in the building nurses office, and made available to the persons designated by this policy as authorized to administer medication or treatment. A copy of the parent's written request and authorization and the prescriber's written statement must be given, by the next school day following the District's receipt of the documents, to the person authorized to administer drugs to the student for whom the authorization and statement have been received. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered violations of Policy 5530 – Drug Prevention and Policy 5500 – Student Code of Conduct.)~~

Before any prescribed medication (i.e., a drug) or treatment may be administered to any student during school hours, the Board shall require a written statement from a licensed health professional authorized to prescribe drugs ("prescriber") accompanied by the written authorization of the parent (see Form 5330 F1). Before any over-the-counter medication or treatment may be administered, the Board shall require the prior written consent of the parent along with a waiver of any liability of the District for the administration of the medication (see Form 5330 F1a and Form 5330 F1b). These documents shall be kept in the office of the clinic and made available to the persons designated by this policy as authorized to administer medication or treatment. A copy of the parent's written request and authorization and the prescriber's written statement must be given, by the next school day

following the District's receipt of the documents, to the person authorized to administer drugs to the student for whom the authorization and statement have been received. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered violations of Policy 5530 - Drug Prevention and of the Student Code of Conduct/Discipline Code.

For prescription drugs, only medication in its original container; labeled with the date, if a prescription; the student's name; and exact dosage will be administered. Over-the counter drugs must be provided and maintained in the original manufacturer's packaging. The Superintendent shall determine a location in each building where the medications to be administered under this policy shall be stored, which shall be a locked storage place, unless the medications require refrigeration in which case they shall be stored in a refrigerator in a place not commonly used by students, and unless the medication to be administered is seizure or diabetes medication, which may be kept in an easily accessible location as determined by the Principal pursuant to this Policy and/or Policy 5336. ~~diabetes medication, which must be kept in an easily accessible location pursuant to Policy 5336.~~

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

Additionally, students may administer medication or treatment to themselves, if authorized in writing by their parents and a licensed health professional authorized to prescribe drugs.

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

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

Students may possess a drug prescribed to the student to prevent the onset of a seizure or to alleviate the symptoms of a seizure, provided that the student has prior written approval from the student's physician, and if the student is a minor, the written approval of the student's parent or guardian (Form 5330 F5 - Authorization for the Possession and Use of Seizure Medications). Copies of the written approvals must be provided to the Principal and any school nurse assigned to the building. This permission shall extend to any activity, event, or program sponsored by the school or in which the school participates.

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

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

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

- A. principal
- B. teacher
- C. school nurse
- D. building secretary
- E. aide

F. others as designated by student's IEP and/or 504 or IHP plan

Individuals who administer medications designed to prevent the onset of seizures or alleviate the symptoms of a seizure will receive training regarding the circumstances under which the drug is to be administered to the student and how it should be administered. They will also receive a copy of the written approval issued by the student's physician.

Students who may require administration of an emergency medication may have such medication in their possession upon written authorization of their parent(s) or, such medication, upon being identified as aforementioned, may be stored in the school clinic office and administered in accord with this policy and Policy 5336.

The Superintendent shall prepare administrative guidelines, as needed, to address the proper implementation of this policy.

Revised 2/29/12

Revised 11/17/14

Revised 11/20/17

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



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of RELEASED TIME FOR RELIGIOUS INSTRUCTION
Code	po5223
Status	First Reading
Adopted	November 17, 2014
Last Revised	June 27, 2016

#### 5223 - **RELEASED TIME FOR RELIGIOUS INSTRUCTION DURING THE SCHOOL DAY**

The Board of Education desires to cooperate with those parents who wish to provide for religious instruction for their children but also recognizes its responsibility to enforce the attendance requirements of the State.

Students ~~shall~~ may be provided "released time" **during the school day** ~~from school~~ to attend a course in religious instruction conducted by a private entity off District property, provided that the following requirements are met, such students will not be considered absent when the:

- A. student's parent or guardian gives consent in writing;
- B. sponsoring entity maintains attendance records and makes them available to the District;
- C. sponsoring entity provides and assumes liability for the student; and
- D. student assumes responsibility for any missed school work.

Transportation of students to and from **released time** ~~Released Time~~ instruction is the complete responsibility of the sponsoring entity, the parent, guardian, and/or student. The Board ~~of Education~~, its members, and employees are immune from liability for any injuries arising from transportation to and from **released time** ~~Released Time~~ instruction. Further, no Board funds will be expended for, and no District personnel shall be involved in the provision of religious instruction.

**The District shall collaborate with a sponsoring entity to identify a time for religious instruction to be offered during the school day.**

Students shall not be excused from a core curriculum subject course to attend **released time** ~~Released Time~~ instruction. **[ ]** The Board deems all graded courses to be core curriculum including, but not limited to, courses that have State-approved learning standards. **[END OF OPTION]**

**Released time instruction will be limited to 9 day(s) per school year, as established by the Superintendent, and shall not exceed 50 minutes, inclusive of travel.**

**It is the responsibility of any private entity providing religious instruction during release time from the school day to annually submit to the Board an acknowledgment that it has completed criminal background checks on all instructors and volunteers engaged in a course in religious instruction and certifying that no such individual has a criminal conviction which would otherwise prevent them from being employed with an Ohio public school district. In addition, the acknowledgment will include an affirmation by the private entity of its ongoing obligation to complete and maintain such checks on all such instructors and volunteers if/when staffing changes. The District**

will not release students to a private entity for religious instruction release time if the entity fails to provide the acknowledgment and/or to satisfactorily complete follow up criminal background checks as needed. Criminal background check documentation must be provided to the Board upon request.

Staff members shall not promote or discourage participation in release time programs for any religious instructional program.

Nothing herein shall constitute an endorsement of religion or infringe upon an individual's First Amendment rights.

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Attorney General's Opinion 88-001



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of ASSIGNMENT WITHIN DISTRICT
Code	po5120
Status	First Reading
Adopted	July 23, 2007

#### 5120 - **ASSIGNMENT WITHIN DISTRICT**

The Board of Education directs that the assignment of students to schools within this District be consistent with the best interests of students and the best use of the resources of this District.

The Board shall determine periodically the school attendance areas of the District and shall expect the students within each area to attend the school so designated.

The Superintendent shall periodically review existing attendance areas and recommend to the Board such changes as may be justified **by:**

- A. **( ) financial and administrative efficiency;**
- B. **( ) the effectiveness of the instructional program;**

No assignment to schools or attendance schedules shall discriminate against students on the basis of **race, color, national origin, sex (including sexual orientation and gender identity), disability, religion, or ancestry**~~gender, race, religion, disability, or national origin.~~

~~The Superintendent may assign a student to a school other than that designated by the attendance area when such exception is justified by circumstances and is in the best interest of the student.~~

The **Principal/principal** shall assign students ~~in his/her school~~ to appropriate grades, classes, or groups **within the Principal's building**. This action shall be based on consideration of the needs of the student as well as the administration of the school.

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Legal R.C. 3313.48, 3313.49, 3319.01



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of INTER-DISTRICT OPEN ENROLLMENT
Code	po5113
Status	First Reading
Adopted	July 23, 2007
Last Revised	October 22, 2007

#### 5113 - **INTER-DISTRICT OPEN ENROLLMENT**

The Board of Education does not enroll students from other districts, including adjacent districts, unless tuition is paid in accordance with Ohio Revised Code 3317.08. However, the District shall accept open enrollment of a student who is not a native student of the District if the student's parent is an active duty member of the armed forces of the United States who is stationed in Ohio and who provides the District with a copy of the parent's official written order verifying the parent's status as an active duty member of the armed forces. ~~shall not allow students from other school districts to enroll in programs of this District on a nontuition basis or under an open enrollment plan.~~



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of SPECIAL EDUCATION
Code	po2460
Status	First Reading
Adopted	July 23, 2007
Last Revised	December 12, 2016

#### 2460 - SPECIAL EDUCATION

The Board of Education is committed to providing a free appropriate public education ("FAPE") to children with disabilities between the ages of three (3) and twenty-one (21), inclusive, who have been identified in accordance with applicable State and Federal laws, rules, and regulations. This includes children with disabilities who have been suspended or expelled from school, failed or been retained in a course or grade, and are advancing from grade to grade. It further includes students with disabilities students who are confined to community corrections facilities or juvenile detention centers. The District shall provide students with disabilities the services to which they are entitled pursuant to their individualized education programs ("IEPs") and in accordance with the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities, including Child Find and Evaluation requirements. Students with disabilities who are in adult county jails shall continue to receive FAPE during incarceration subject to their continued eligibility for services and subject to exceptions related to security and safety.

In order to satisfy the requirements of the *Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* ("Ohio Operating Standards"), the Board of Education adopts the model policies and procedures promulgated by the Ohio Department of Education and Workforce ("DEW") Education's Office of Exceptional Children (ODE-OEC), which is incorporated by reference into this policy. While the Special Education Model Policies and Procedures ("Model Policies") issued by the DEW ODE-OEC are comprehensive, the document does not include every requirement set forth in the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA" IDEIA), the regulations implementing the IDEA IDEIA, the Ohio Operating Standards, the Ohio Revised Code, and/or the Ohio Administrative Code. As such, the Board affirms its obligation to follow these laws and regulations, regardless of whether their provisions are restated in the Model Policies.

Copies of Model Policies and Procedures are available at the office of the Board of Education.

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Legal	R.C. 3323.05, 3323.051, 3323.08 A.C. 3301-51-01 et seq., 3301-51-02(F) IDEIA, 20 U.S.C. 1400 et seq. 34 C.F.R. Part 300
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Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of INTERSCHOLASTIC ATHLETICS
Code	po2431
Status	Second Reading
Adopted	July 23, 2007
Last Revised	January 25, 2023

#### 2431 - **INTERSCHOLASTIC ATHLETICS**

The Board of Education recognizes the value to the students of the District and to the community of a program of interscholastic athletics for students as an integral part of the total school experience.

The program should foster the growth of school loyalty within the student body as a whole and stimulate community interest in athletics.

The game activities and practice sessions should provide many opportunities to teach the values of competition and good sportsmanship.

For purposes of this policy, the program of interscholastic athletics shall include all activities relating to competitive sport contests, games, events, or sport exhibitions involving individual students or teams of students of this District with those of another district.

The Board shall determine the standards of eligibility to be met by all students participating in the interscholastic program. Such standards shall require that each student be in good physical condition, be free of injury, and have fully recovered from illness before participating in any interscholastic athletic event.

Prior to the start of each athletic season, each school operated by the District that offers athletic programs shall hold an informational meeting for students, parents, guardians, other individuals having care or charge of a student, physicians, pediatric cardiologists, athletic trainers, and any other individuals who participate in athletic programs regarding the symptoms and warning signs of sudden cardiac arrest for all ages of students.

No student may practice or compete in interscholastic athletics until the student submits a form signed by the student's parent or guardian, or by a person having care or charge of the student, affirming that each has received a sudden cardiac arrest, concussion, and head injury information sheet as prepared by the Ohio Department of Health and Department of Education and Workforce. See Form 2431 F1 and Form 2431 F2.

In addition to the eligibility requirements established by the Ohio High School Athletic Association, to be eligible for any interscholastic extra-curricular activity, a student must have maintained at least a 1.50 grade-point average and must be passing five (5), one (1) credit classes.

Students educated at home or enrolled in a nonpublic school who are permitted to participate on a District interscholastic team must fulfill the same academic, nonacademic, and financial requirements as any other participant. See Policy 9270. An exception may be made by the principal if the student has been participating in an intervention program and has shown satisfactory progress toward achieving the minimum grade-point average.

## Restoration of an "Incomplete" Grade

If a student's failure to meet the academic eligibility requirements is due to an "incomplete" grade given in one or more courses which the student was taking during the grading period in question, the student may have their eligibility restored once the "incomplete" has been changed to a passing letter grade provided:

- A. the failure to complete the required coursework during the grading period was due to calamity day(s), family tragedy, or illness or accident as verified by a physician; and
- B. the "incomplete" was given in accordance with Board of Education grading policies and procedures and is applicable to all students in the school; and
- C. the previously scheduled work and/or exams is/are completed within the time period provided in Board policy for completing work required to convert an "incomplete" into a letter grade; and
- D. there is no evidence that the "incomplete" was given in order to afford the student extended time in order to provide the student tutoring or other educational services simply to avoid a failing grade.

Specific documentation of criteria listed above (Items A-D) must be submitted to the Ohio High School Athletic Association (OHSAA) (See AG 2431) in order to be considered by the Executive Director for such a ruling.

These same eligibility standards shall apply to all other co-curricular and extra-curricular activities sponsored by the District. (See Policy 2430).

Students identified as disabled under R.C. 3323 and the IDEA are subject to the eligibility standards established by this policy unless specifically exempted by the express terms of their individualized education program (IEP). An IEP can specify the criteria by which a grade will be determined for (a) course(s), given the student's individualized disability.

Since the primary purpose of the athletic program is to enhance the education of participating students as indicated in this policy, the Board places priority on student participation and the values of good sportsmanship and fair play. The Board further adopts those eligibility standards set by the Constitution of the Ohio High School Athletic Association (OHSAA) that are consistent with State and Federal law, and shall review such standards annually to ascertain that they continue to be in conformity with the objectives of this Board.

No student shall be excused from a class or supervised study for an extended period of time to participate in interscholastic athletics.

The Superintendent shall annually prepare, approve, and present to the Board for its consideration a program of interscholastic athletics and shall inform the Board of changes in that schedule as they occur.

The Superintendent shall develop appropriate administrative guidelines for the operation of the Athletic Program and a Code of Conduct for those who participate. Such guidelines should provide for the following safeguards:

- A. Prior to enrolling in the sport parents shall report any past or current health problems along with a physician's statement that any such problems have or are being treated and pose no threat to the student's participation.
- B. Any student who is found to have a health condition which may be life-threatening to self or others shall not be allowed to participate until the situation has been analyzed by a medical review panel that has determined the conditions under which the student may participate. The District shall assume no liability for any student with a health condition who has been authorized to play by the parents and their physician but not by the District.
- C. Any student who incurs an injury requiring a physician's care is to have the written approval of a physician prior to the student's return to participation.
- D. Any student practicing for or competing in an interscholastic event who exhibits signs, symptoms, or behaviors consistent with having sustained a concussion or head injury shall be removed from the practice or competition by the student's coach (and/or the referee serving during the practice or competition). Any student who has been removed from practice or competition by a coach or referee because the student has exhibited signs, symptoms, or behaviors consistent with having sustained a concussion or head injury shall not be permitted to return to any practice or competition for which the coach or referee is

responsible until both of the following occur:

1. The student's condition is assessed by a physician or other health care provider authorized by the Board, in accordance with requirements set forth in R.C. 3313.539(E)(2), to assess such a student.
2. The student receives written clearance that it is safe to return to practice or competition from a physician in accordance with requirements set forth in R.C. 3313.539(E)(2), to grant such a clearance.

The Superintendent is also to develop guidelines for ensuring that sportsmanship, ethics, and integrity characterize the manner in which the athletic program is conducted and the actions of students who participate.

The guidelines should also provide a set of behavioral expectations for each type of participant as well as a Sportsmanship Code of Conduct which each type of participant is to follow. The Superintendent is authorized to implement suitable disciplinary procedures against those who violate this Sportsmanship Code.

In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainers, and lay coaches shall not dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes. The Superintendent shall cause to be posted in all locker rooms in buildings that include students in any grade higher than the sixth grade, the following:

"Warning: Improper use of anabolic steroids may cause serious or fatal health problems, such as heart disease, stroke, cancer, growth deformities, infertility, personality changes, severe acne, and baldness. Possession, sale, or use of anabolic steroids without a valid prescription is a crime punishable by a fine and imprisonment."

Students will be further informed that participation in interscholastic sports is a privilege and not a right, and that they may be prohibited from all or part of their participation in such activities by authorized school personnel without further notice, hearing and/or appeal rights (See Policy 5610.05 - Prohibition From Extra-Curricular Activities).

In order to support the High School Athletic Association's program to strengthen sportsmanship, ethics, and integrity, the Board commits itself to:

- A. adopt policies (upon recommendation of the administration) which reflect the District's educational objectives and promote the ideals of good sportsmanship, ethics, and integrity;
- B. establish standards for athletic participation which reinforce the concept that athletic activities are a privilege, not a right;
- C. attend and enjoy school athletic activities, serving as a positive role model and expecting the same from parents, fans, participants, coaches, and other school personnel;
- D. support and recognize participants, coaches, school administrators, and fans who display good sportsmanship;
- E. recognize the value of school athletic activities as a vital part of education.

No student will be denied the opportunity to participate in interscholastic athletics offered by a school in the District because the student has or is participating in **a College Credit Plus Program** ~~college credit plus program~~ as long as the student fulfills all academic, nonacademic and financial requirements.

No student will be limited from wearing religious apparel while participating in interscholastic or non-interscholastic extra-curricular activities unless such apparel poses a legitimate danger to participants. If such danger is identified, the student will be offered reasonable accommodations available for the participant wearing religious apparel.

Revised 4/22/20

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Legal R.C. 2305.23, 2305.231, 3313.53, 3313.535, 3313.539

R.C. 3313.5311, 3313.5312, 3313.5317, 3313.5314, 3313.752, 3315.062





Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of Copy of PARTICIPATION OF COMMUNITY/STEM SCHOOL STUDENTS IN EXTRA-CURRICULAR ACTIVITIES
Code	po2430.02
Status	Second Reading
Adopted	November 17, 2014
Last Revised	June 26, 2017

#### **2430.02 - PARTICIPATION OF COMMUNITY/STEM SCHOOL STUDENTS IN EXTRA-CURRICULAR ACTIVITIES**

A student enrolled in a community school established under R.C. Chapter 3314 or in a science, technology, engineering, and mathematics ("STEM") school established under Chapter 3326 and entitled to attend school in the District under R.C. 3313.64 or R.C. 3313.65, shall be provided with the opportunity to participate in any extra-curricular activities offered by the District.

The eligible community or STEM school student may participate in any extra-curricular activities offered by the school building to which the student would otherwise be assigned. In the event the District operates more than one (1) school building at the student's grade level, the student may participate in those extra-curricular activities offered by the school building to which the student would otherwise be assigned by the Superintendent in accordance with R.C. 3319.01.

#### **Eligibility Requirements**

In order to participate in any extra-curricular activity, an eligible community or STEM school student must be of the appropriate age and grade level, as determined by the Superintendent or designee. The student will also be subject to the same eligibility requirements (i.e., academic and nonacademic eligibility standards and financial requirements) applied to all other participants. No eligible community or STEM school student will be charged any fees in excess of those fees charged to other students for participation in the same extra-curricular activity. Further, the District will not impose any additional rules upon a student participating under this policy, if those rules do not apply to other students participating in the same ~~extra-curricular~~ ~~extracurricular~~ activity. No student will be denied the opportunity to participate in interscholastic athletics offered by a school in the District because the student has or is participating in a ~~College Credit Plus Program~~ ~~college credit plus program~~ as long as the student fulfills all academic, nonacademic and financial requirements.

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Legal R.C. 3313.537



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of FIELD AND OTHER DISTRICT-SPONSORED TRIPS
Code	po2340
Status	First Reading
Adopted	July 23, 2007
Last Revised	July 22, 2013

#### 2340 - **FIELD AND OTHER DISTRICT-SPONSORED TRIPS**

The Board of Education recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips should:

- A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;
- B. arouse new interests among students;
- C. help students relate school experiences to the reality of the world outside of school;
- D. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;
- E. afford students the opportunity to study real things and real processes in their actual environment.

For purposes of this policy, a field trip shall be defined as any planned journey by one (1) or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of a professional staff member or any advisor as designated by the Superintendent.

Other District-sponsored trips shall be defined as any planned, student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of a professional staff member or any advisor as designated by the Superintendent.

School personnel shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the vendor that operates the venue for, or provides the transportation to, a field or other District-sponsored trip for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a school staff member receives such compensation, albeit

unsolicited, from a vendor, the staff member shall notify the Treasurer/CFO, in writing, that **the staff members/he** received such compensation and shall thereafter promptly transmit said compensation to the Treasurer/CFO at **the staff member's/his/her** earliest opportunity.

The Board approval shall be required for those field trips and other District-sponsored trips which are planned to keep students out of the District overnight or longer or out of the State, except that prior Board approval is not required for overnight trips related to athletic contests and other extracurricular competitions that arise at a time when no Board meetings are scheduled prior to the date of the trip.

The Superintendent shall approve all other such trips. The Superintendent may approve overnight trips related to athletic contests and other extracurricular competitions that arise at a time when no Board meetings are scheduled prior to the date of the trip.

**In accordance with State law, members of the opposite biological sex are prohibited from sharing overnight accommodations.**

Students will not be charged for the cost of transportation to and from educational field trips on school days. Students may be assessed the cost for transportation to and from educational field trips on non-school days.

The Board shall assume all other costs of field trips, including, but not limited to, admission fees; no regularly-enrolled student shall be charged a fee for participation in field trips. Students may be charged such fees, however, for other District-sponsored trips which are not part of a course of study.

Students may be charged fees, including, but not limited to, admission fees, for District-sponsored trips, but no student shall be academically penalized for non-participation.

Students on all District-sponsored trips remain under the supervision of this Board and are subject to the District's administrative guidelines.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Board or Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without permission from the Superintendent. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's Administrative Guidelines for Extended Trips.

The Superintendent shall prepare administrative guidelines for the operation of both field and other District-sponsored trips, including athletic trips, which shall address:

- A. the safety and well-being of students;
- B. parental permission is sought and obtained before any student leaves the District on a trip;
- C. each trip is properly planned, and if a field trip, is integrated with the curriculum, evaluated, and followed up by appropriate activities which enhance its usefulness;
- D. the effectiveness of field trip activities is judged in terms of demonstrated learning outcomes;
- E. each trip is properly monitored;
- F. student behavior while on all field trips complies with the Student Code of Conduct and on all other trips complies with an approved code of conduct for the trip;
- G. a copy of each student's Emergency Medical Authorization Form is in the possession of the staff member in charge;
- H. provisions have been made for the administration of medication to those students for whom medications are administered routinely while at school;
- I. provisions have been made at the trip destination and in transportation, if and when required to accommodate students and/or chaperones with disabilities.
- J. **provisions for the selection of lodging (for overnight trips) that provides a safe and secure environment.**

A professional staff member shall not change a planned itinerary while the trip is in progress, except where the health, safety, or welfare of the students in the staff member's charge is imperiled or where changes or substitutions beyond the staff member's control have frustrated the purpose of the trip.

In any instance in which the itinerary of a trip is altered, the professional staff member in charge shall notify the administrative superior immediately.

School vehicles are not to be used if the entire distance traveled round trip from the point of exit and entry of the State is more than 1000 miles.

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Legal

R.C. 3327.15

A.C. 3301-83-12, 3301-83-16(A)(B)(E)

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Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of COLLEGE CREDIT PLUS PROGRAM
Code	po2271
Status	First Reading
Adopted	March 17, 2014
Last Revised	May 24, 2023

## 2271 - COLLEGE CREDIT PLUS PROGRAM

The Board of Education recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities in Ohio.

The Board will approve participation by students who apply to the participating college or university ("institute of higher education" or "IHE") and meet the IHE's and relevant academic program's established standards for admission, enrollment, and course placement. Participating students will be eligible to receive secondary credit for completing any of these programs. To be eligible, students must be in seventh, eighth, ninth, tenth, eleventh, or twelfth grade and must either be remediation-free in one of the assessments established under R.C. 3345.061(F), or meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the superintendent of public instruction. Students who participated in the College Credit Plus ("CCP") program before September 30, 2021, and who qualified to participate in accordance with prior law by scoring within one standard error of measurement below the remediation-free threshold for one of the required assessments and having a cumulative high school grade point average of at least 3.0 or alternatively receiving a recommendation from a school counselor, principal or career-technical program advisor may remain eligible to participate.

In addition, under Federal and State law, male students who are eighteen (18) years of age or older and who are classified as an Ohio resident by the public college or university they are attending through the College Credit Plus program are required to be registered with the Selective Service System. Participating male students are required to provide their Selective Service number to the public college or university within thirty (30) days of their 18th birthday. If such students do not submit their Selective Service number, they will not be considered a College Credit Plus participant for that current semester or term and will be responsible for any tuition, textbooks, or fees associated with the classes for which they are enrolled.

### Enrollment

- A. By April 1st of each year, a student (including a home-educated student) or the student's parent must complete and submit the Letter of Intent to Participate in College Credit Plus Program (Form 2271 F1) to the Principal which signifies the student's intent to participate in the program for the following school year. To participate in CCP during the upcoming spring semester only, a student or their parent must complete and submit Form 2271 F1 to the Principal by November 1st. Prior to completing this form, the student and the student's parents must participate in the special counseling sessions described below and confirm receipt of these counseling services by signing the Statement of Responsibility (Form 2271 F7).
- B. Failure to meet the deadlines shall exclude the student from participating in the program for the upcoming spring or next school year unless written consent is granted by the Principal and the Principal notifies the Department of Education of the student's intent to participate within ten (10) days of the date the student

seeks consent. If the Principal does not grant consent, the student may appeal the Principal's decision to the Superintendent. The decision of the Superintendent is final. Participation may be withdrawn by the student or parent at any time upon written notification to the high school administration.

- C. CCP students shall participate in a mandatory orientation that meets guidelines issued by the Chancellor and the Department, as provided by the IHE.

### **Underperforming and Ineligible Students**

If a student participating in the College Credit Plus Program under the option set forth in R.C. 3365.06 (B) either: A) fails to maintain a grade point average of 2.0 or higher in the college courses taken through the College Credit Plus Program; or B) withdraws from, or receives no credit for two or more courses in the same term, the student will be considered an "underperforming student." If a student maintains underperforming student status for two (2) consecutive terms of enrollment, the student will be deemed "ineligible."

### **Probation**

Immediately after determining a student has obtained underperforming student status, the Superintendent shall place the student on probation within the College Credit Plus Program, and notify the underperforming student, the underperforming student's parents, and each IHE in which the student is enrolled of the underperforming student's status. The underperforming student and their parents shall also be notified of the following requirements for continued participation in the Program while on probation:

- A. The student shall only enroll in one college course during any term.
- B. The student shall refrain from enrolling in a college course in the same subject as a college course in which the student earned a grade of "D" or "F" or for which the student received no credit.
- C. If the student had registered for more than one college course for the next term prior to being placed on probation, the student shall request each IHE in which the student is enrolled to dis-enroll the student from those courses that conflict with the terms of the student's probationary status.
  - 1. If a student elects to remain enrolled in one course of the next term, the student shall inform the IHE of the course in which the student would like to remain enrolled.
  - 2. If the student fails to dis-enroll from any courses that conflict with the student's probationary status, the Superintendent shall immediately notify the student and the student's parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and the student's parents shall also be advised that the student shall be deemed an ineligible student and dismissed from the program for the next term in accordance with the dismissal procedures set forth below.
- D. If a student takes a course after being placed on probation and such course raises the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be removed from probation. The student may participate in the Program without restrictions unless the student is declared to be an underperforming student again.
- E. If a student takes a course after being placed on probation and such course does not raise the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be dismissed from the Program in accordance with the dismissal procedures set forth below.

### **Dismissal**

If a student is deemed ineligible to participate in the College Credit Plus Program, the student will be dismissed from the Program. The Superintendent shall notify the ineligible student, the student's parents, and each IHE in which the student is enrolled of the student's dismissal. The ineligible student and the student's parents shall also be notified that the student shall not take any college courses through the Program following the student's dismissal.

If the student had registered for more than one college course for the next term prior to being dismissed from the Program, the student shall request each IHE in which the student is enrolled to dis-enroll the student from the Program.

If the student fails to dis-enroll following their dismissal from the Program, the Superintendent shall immediately notify the student and the student's parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and the student's parents shall also be advised that the Superintendent shall extend/continue the student's dismissal from the Program for an additional term.

## **Reinstatement**

Following one term of dismissal, a student may submit a request to the Superintendent to be reinstated to the College Credit Plus Program. Summer shall only be counted as a term if the student is enrolled in one or more high school courses during the summer. Upon receipt of the reinstatement request, the student's full high school and college academic record will be reviewed to determine whether the student has achieved academic progress and whether the student will be reinstated on probation or without restriction.

Reinstatement on Probation: In order to be reinstated to the College Credit Plus Program on probation, the student must meet the following academic progress criteria:

- A. Raise their cumulative GPA to a 2.0 or higher
- B. Student will submit a written plan as to how they will achieve the 2.0
- C. Parents will monitor the student's progress weekly until the 2.0 grade point is achieved

Reinstatement without Restriction: In order to be reinstated without any restrictions, the student must meet the following academic progress criteria:

- A. Raise their cumulative GPA to a 2.0 or higher
- B. Parents will monitor the student's progress in the newly enrolled CCP class
- C. Student will submit a written plan as to how they will maintain good academic standing

If the student fails to demonstrate academic progress as defined above, the Superintendent shall extend/continue the student's dismissal for an additional term(s). During the dismissal period, the student shall remain ineligible to participate in the College Credit Plus Program until academic progress is achieved.

## **Appeals**

Any student who is dismissed from the College Credit Plus Program or prohibited from taking a course in which the student earned a grade of "D" or "F" or for which the student received no credit, may appeal the decision to the Superintendent. The appeal must be filed within five (5) business days after the student is notified of the dismissal or prohibition against taking a course. Upon receiving the appeal, the Superintendent must immediately notify each IHE in which the student is enrolled that the student has filed an appeal.

When reviewing a student's appeal, the Superintendent shall consider any extenuating circumstances separate from the student's academic performance that may have affected or otherwise impacted the student's status in the College Credit Plus Program. After considering such information, the Superintendent may:

- A. allow the student to participate in the Program without restrictions;
- B. allow the student to take a course in which the student earned a grade of "D" or "F" or for which the student received no credit;
- C. allow the student to participate in the Program on probation; or
- D. maintain the student's dismissal from the Program.

The Superintendent shall issue a decision on the student's appeal within ten (10) business days after the date the appeal is filed. The Superintendent's decision shall be final, and the Superintendent shall immediately provide notification of the decision to each IHE in which the student is enrolled.

- A. If the Superintendent decides to continue the student's dismissal from the College Credit Plus Program, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to

withdraw from all courses in which the student is enrolled without penalty. The Board shall not be required to pay for such courses.

- B. If the Superintendent fails to issue a timely decision after the date the appeal is made, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. If the decision is issued after the IHE's no-fault withdrawal date, the Board shall be required to pay for such courses.

### **Children of Military Families**

Children of military families enrolled in CCP who must withdraw from the program due to their parent's stationing orders shall be provided the option to complete the coursework in an online format, if possible, or withdraw from the program without academic or financial penalty.

### **Home-Schooled Students**

If a home-schooled student participating in the College Credit Plus Program is placed on probation or dismissed from the Program, the parent of the student shall be responsible for notifying each IHE in which the student is enrolled of such probation or dismissal.

### **General Requirements**

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus program on its website, including the details of the Board's current agreements with partnering IHEs.

The Superintendent shall use CCP forms developed by the Chancellor and the Department without modifications unless obtaining prior approval from the Chancellor and the Department.

All students must meet the requirements for participating in the College Credit Plus program outlined in AG 2271.

The Board shall deny high school credit for postsecondary courses any portion of which is taken during the period of a student's expulsion. If the student has elected to receive credit for course(s) toward fulfilling graduation requirements as well as postsecondary credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

When a student is expelled, the Board directs the Superintendent to send written notice of the expulsion to any college in which the expelled student is enrolled under R.C. 3365.03 (Postsecondary Enrollment Options) at the time the expulsion is imposed. This notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for postsecondary courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

The Board will collect, report, and track program data annually in accordance with data reporting guidelines adopted by the chancellor and the Superintendent of Public Instruction pursuant to R.C. 3365.15.

The Superintendent shall establish the necessary administrative guidelines to comply with State law which will thereafter be properly communicated to both students and their parents. The Superintendent shall also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of a student's participation in a postsecondary program.

Revised 12/15/21

Revised 5/25/22

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Legal

A.C. 3333-1-65.13

R.C. 3313.613, 3345.32, 3365.036, 3365.01 through 3365.09

"Military Selective Service Act," 62 Stat. 604, 50 U.S.C. App. 453, as amended



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of Vol. 43, No. 2 - January 2025 New DRUG-FREE WORKPLACE
Code	po1422.01
Status	First Reading

**New Policy - Vol. 43, No. 2**

**1422.01 - DRUG-FREE WORKPLACE**

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, alcohol, and any drug paraphernalia as the term is defined by law, by any member of the District's administrative staff at any time while on District property or while involved in any District-related activity or event. Any administrator who violates this policy shall be subject to disciplinary action in accordance with District guidelines.

The Superintendent shall establish guidelines that ensure compliance with this policy and that each administrator is given a copy of the standards regarding unlawful possession, use, or distribution of illicit drugs and alcohol by staff and informed that compliance with this requirement is mandatory. Such guidelines shall provide for appropriate disciplinary actions, if and when needed.

41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988  
20 U.S.C. 3224A

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Legal	41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988 20 U.S.C. 3224A
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Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of REVIEW OF POLICY
Code	po0171
Status	First Reading
Adopted	July 23, 2007

#### 0171 - REVIEW OF POLICY

~~The Board will evaluate how policies have been implemented and their general effectiveness. It will rely on the school staff, students, and community to provide evidence of the effect of the policies it has adopted.~~

~~The Superintendent shall continually call to the Board's attention all policies that need revision.~~

~~The Superintendent is further directed to identify and undertake the correction of technical or formatting errors found in the policy and regulations manuals. Such correction shall be limited to non-substantive matters that do not affect the intent, meaning and/or operation of the policy or regulation. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it must take formal action to adopt the amendments to the policy or regulation. It is hereby determined that legal references or citations contained in Board policies are of a non-substantive nature such that they may be updated and/or corrected by the Superintendent as appropriate, and in a manner consistent with this paragraph.~~

~~© Neola 2003~~

Legal R.C. 3302.01 - .08



Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of TECHNICAL CORRECTIONS
Code	po0131.1
Status	First Reading
Adopted	July 23, 2007
Last Revised	May 24, 2023

#### 0131.1 - TECHNICAL CORRECTIONS

Periodically, it may be deemed necessary to make technical corrections to policies that have already been adopted through normal procedures. These technical corrections may include consolidation of sections; transfer of sections; combining or dividing sections; renumbering subsections; sections, chapters and titles; corrections or additions for grammatical or typographical errors; alterations and omissions; and/or updating the name(s) of the individual(s) who serve as District compliance officer(s), as long as the position/title remains the same as listed in the applicable Board policy, not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole, and are of a non-substantive nature.

The Superintendent is authorized to identify and undertake technical corrections, as identified above, found in the policies and regulations. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it will utilize the normal policy adoption procedure in Policy 0131 - Legislative to adopt the amendments to the policy or regulation. ~~Should the Board of Education choose to make such technical corrections, it may be accomplished by resolution as part of the consent agenda without going through the normal policy adoption procedure.~~

**NEOLA/BBHCSD POLICY UPDATE SUMMARY**  
**Update Package Vol. 43, No. 2 – January 2025**  
**First Read - February 12, 2025 Regular Board Meeting**

<b>Neola Policies for Ohio Local Update</b>		
<b>Policy Number</b>	<b>Policy Title</b>	<b>New/Revision</b>
po0131.1	TECHNICAL CORRECTIONS	Revision
po0171	REVIEW OF POLICY	Rescind
po1422.01	DRUG-FREE WORKPLACE	New
po2271	COLLEGE CREDIT PLUS PROGRAM	Revision
po2340	FIELD AND OTHER DISTRICT-SPONSORED TRIPS	Revision
po2430.02	PARTICIPATION OF COMMUNITY/STEM SCHOOL STUDENTS IN EXTRA-CURRICULAR ACTIVITIES	Revision
po2431	INTERSCHOLASTIC ATHLETICS	Revision
po2460	SPECIAL EDUCATION	Revision
po5113	INTER-DISTRICT OPEN ENROLLMENT	Revision
po5120	ASSIGNMENT WITHIN DISTRICT	Revision
po5223	RELEASED TIME FOR RELIGIOUS INSTRUCTION DURING THE SCHOOL DAY	Revision
po5330	USE OF MEDICATIONS	Revision
po5350	STUDENT HEALTH, WELL-BEING, AND SUICIDE PREVENTION	Revision
po5460	GRADUATION REQUIREMENTS	Revision
po5610	REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS	Revision
po5751	PARENTAL STATUS OF STUDENTS	Revision
po5780.01	PARENTS' BILL OF RIGHTS	New
po6151	INSUFFICIENT FUNDS CHECKS	Revision
po7421	RESTROOMS, LOCKER ROOMS, SHOWER ROOMS AND CHANGING ROOMS	New
po7440.01	VIDEO SURVEILLANCE AND ELECTRONIC MONITORING	Revision
po8142	CRIMINAL HISTORY RECORD CHECK FOR CONTRACTED SCHOOL SERVICES	Revision
po8452	AUTOMATED EXTERNAL DEFIBRILLATORS ("AED") AND CARDIOPULMONARY RESUSCITATION	Revision
po8500	FOOD SERVICES	Revision

**Brecksville-Broadview Heights City Schools  
Application to the Board of Education  
Proposal for Overnight/Out of State Trip**

**Please submit application to the building Principal/Athletic Director for initial approval before submission to the Board of Education.**

Please provide all of the following information:

Group or Organization: Varsity Wrestling Team

Staff Member in Charge/Position: Todd Haverdill

Name of Event: OHSWCA State Wrestling Finals

Destination: Olentangy Liberty High School

**Departure/Arrival Information:**

Leave School      Date: February 7th      Time: 3:00pm

Return to School      Date: February 8th      Time: 9:00pm

Date by which response is needed: ASAP

**Trip Expenses:**

1. Transportation:

Mode of Transportation:

School Bus      Number of Buses: 1

School Van      Number of Vans: 1

Other Transportation -

a. Name of Company: \_\_\_\_\_

b. Does the carrier have liability insurance?  Yes  No

c. What kind of liability insurance? \_\_\_\_\_

d. Are turnpike fees included?  Yes  No

**Total Cost of Transportation:** N/A

2. Lodging Information:

a. Name: TBD

b. Address: \_\_\_\_\_

c. Lodging Contact Name(s): \_\_\_\_\_

d. Lodging Phone Number(s): \_\_\_\_\_

**Total Cost of Lodging:** \_\_\_\_\_

3. Meals (List all meals included in the trip. Please note how many meals will be participants' responsibility).

Meals will be unique and structured for each wrestler.

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**Total Cost of Meals:** \_\_\_\_\_

4. Are there any supplementary activities? Are entry fees required?

N/A

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**Total Cost of Activities:** \_\_\_\_\_

**Calculation of Event Expenses:**

- 1. Transportation: \_\_\_\_\_
- 2. Lodging: \_\_\_\_\_
- 3. Food: \_\_\_\_\_
- 4. Event Fees: \_\_\_\_\_
- 5. Other: \_\_\_\_\_
- Total:** \_\_\_\_\_

5. What Arrangements have been made for administering necessary medications to students while on this trip?

Team will follow all District guidelines and policies. Most, if not all, parents will attend the event.

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6. What arrangements have been made for dealing with emergency situations? Who will be responsible for all medical information sheets? How will the forms be stored and transported?

Todd Haverdill and his staff have access to Final Forms and will communicate with students, families and HS administration as necessary.

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7. If four guides are involved, what liability insurance do they carry?

N/A

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8. How is the trip related to the educational program of the District?

N/A

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9. In what ways will the students benefit? How will the District benefit?

Team and individual success through team bonding and individual skill-improvement.

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10. How will the trip be evaluated to determine the extent to which these benefits were realized?

N/A

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11. How many students in total? Are any students experiencing academic problems? What previous experience has the staff member had in conducting overnight or extended field trips? What other staff members will be going?

16 students are traveling and academic eligibility will be established prior to departure. 6 staff members are traveling.

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12. How many chaperones, in addition to staff members, will be going? What are their names and affiliations with the students?

6 coaches are traveling.

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January 30, 2025

Mr. Brian Koss, Facilities & Safety Coordinator  
Brecksville-Broadview Heights City Schools  
6638 Mill Road  
Brecksville, Ohio 44141

**RE: Addendum to AIA Document B104-2017 Standard Form of Agreement between Owner and Architect - dated March 8th, 2024**

Dear Mr. Koss,

On behalf of Architectural Vision Group (AVG) I would like to thank you and the Brecksville-Broadview Heights City Schools Administration for this opportunity to provide Architectural and engineering services for the Phase 2 New Hilton Driveway from Mill Road to Board Office Roundabout. We are very excited to start on the Design phase of this project. The attached Addendum No. 2 outlines the scope of the project. On approval, AVG is ready to start the design work on this project in order to meet the District's schedule.

**ADDENDUM NO. 2 - Phase 2 Driveway from Mill Road to Board of Education Roundabout**

The attached Addendum No. 2 is for the New Hilton Driveway from Mill Road to Board of Education Roundabout (See attached sketch). This is an addendum (**No. 2**) to the original attached "AIA Document B104-2017 Standard Form of Agreement between Owner and Architect" signed on March 8th, 2024 for the Brecksville-Broadview Heights Campus Master Planning.

Our firm is committed to working closely with you to make these projects a success for the School District. Please see the attached Addendum for your review and approval. Once approved, please send one signed copy for our records.

Very truly yours,

**SYED ABBAS, AIA**

President

ARCHITECTURAL VISION GROUP, LTD.

440.808.8520 | syedabbas@avgl.com

Enc: Addendum No. 2

Exhibit "A" - New Hilton Driveway Driveway Cost Estimate

Exhibit "B" - B104-2017 Standard Form of Agreement between Owner and Architect

Exhibit "C" - Phase 2 New Hilton Driveway Sketch

**ADDENDUM NO. 2**

**NEW HILTON DRIVEWAY FROM MILL ROAD TO BOARD OF  
EDUCATION ROUNDABOUT FOR THE BRECKSVILLE-BROADVIEW  
HEIGHTS CITY SCHOOLS**

**January 30<sup>th</sup>, 2025**

**ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN OWNER &  
ARCHITECT DOCUMENT B104-2017**

This addendum to the Agreement for Professional Design Services dated as of March 8th, 2024 between the Board of Education for the Brecksville-Broadview Heights City School District (the District) and Architectural Vision Group, Ltd. (the Architect) is entered into as of January 30<sup>th</sup>, 2025.

WHEREAS, the District and the Architect have entered into an Agreement for Professional Design Services in connection with the Brecksville-Broadview Heights Campus Master Planning Services (see attached AIA B104-2017 Agreement and Exhibit "B").

WHEREAS, the District has requested and the Architect has agreed to provide additional design services for the following project:

1. New Hilton Driveway from Mill Road (AVG Project 2401-3)

**Scope of Services:** The scope includes complete design of the New Driveway from Mill Road to Board of Education Office with a Roundabout to accommodate existing intersection. We will prepare dimensionally correct AutoCad, Civil, and Landscape drawings including site plan, grading plans, and details relating to storm, sewer, asphalt, sidewalks, etc. Detail landscape plans will be developed with planting details and schedules.

Preliminary drawings will be presented to the City of Brecksville Planning and Zoning Department for their review and approval. Once the preliminary approval is received, the AVG team will work on the Construction Documentation and the final specifications for the building department and other relevant agencies for their review and approval.

AVG and our consultants will provide construction administration services including responding to contractor questions through RFIs, reviewing shop drawings and submittals and site visits during construction as needed. Construction inspection and/or testing will be provided by independent third party.

WHEREAS, the District and Architect have agreed to amend the AIA Document B104-2017 Owner and Architect Agreement to reflect additional design work as described in the above paragraph.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the District and the Architect agree to amend the Standard Form of Agreement.

A) Article 11.1 Basic Compensation – 11.1.2: The Architect’s compensation for the design documents & construction administration of the New Hilton Driveway project is hereby amended for a lump sum. Progress payment for basic services in each phase shall be as per Article 11.5 of the Standard Agreement (see attached AIA Document B104-2017 dated March 8<sup>th</sup>, 2024).

1) Total Project cost:	(See attached probable cost estimate)	\$2,402,182.00
Construction cost is:	(89% of project cost)	\$2,137,942.00
Soft cost:	(11%)	\$ 264,240.00

2) Total compensation for the Project on a Fee Percentage Basis  
**AVG Fee:** @ 7% of Construction Cost of project  
\$2,137,942.00 x 0.07 = **\$149,656.00**

**B) Reimbursables:**

For reimbursable expenses, the compensation shall be the expenses incurred by the Architect (and the Consultant) at the direct cost incurred. The reimbursable expenses are an estimate at this time. The reimbursable amount can go up or down based on the actual work.

1. Printing, Reproduction, Plots, Scanning documents	<b>\$ 3,000.00</b>
2. Permitting and Other Fees Required by Authorities having Jurisdiction on the project	<b>\$ 10,000.00</b>
3. Construction Testing and Existing Utility Location Testing	<b>\$ 25,000.00</b>
<b>Total:</b>	<b><u>\$ 38,000.00 (Estimated)</u></b>

**C) Billing:**

AVG will bill the Brecksville-Broadview Heights City Schools on a monthly basis.

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment as of the day and year first herein above written. ALL OTHER ARTICLES OF THE ORIGINAL AIA Document B104-2017 dated March 8th, 2024 Standard Form of Agreement between Owner and Architect remains unchanged.

**BRECKSVILLE-BROADVIEW  
HEIGHTS CITY SCHOOL DISTRICT**

**ARCHITECTURAL VISION GROUP LTD.B**

By: \_\_\_\_\_

By:  \_\_\_\_\_

**Mr. Craig Yaniglos**

**Syed S. Abbas**

**Title: Treasurer**

**Title: President**

Attached:  
Exhibit (A)  
Exhibit (B)  
Exhibit (C)

The following is an estimate. It is not a guarantee of the actual costs. Site preparation is part of the school demolition project. Does not assume any soil removal or import.

## Exhibit A



**BRECKSVILLE-BROADVIEW HEIGHTS HIGH SCHOOL  
CONCEPTUAL DRIVEWAY COST BUDGETARY ESTIMATE  
Revised: December 9th, 2024**

	Item	Quantity	Unit	Unit Price	Amount
<b>1</b>	<b>Demolition</b>				
	Gashouse, Existing Poles, ETC.	1	LS	\$ 10,000.00	\$ 10,000.00
	Pavement Demo	10,000	SY	\$ 6.00	\$ 60,000.00
				<b>SUBTOTAL</b>	<b>\$ 70,000.00</b>
<b>2</b>	<b>Earthwork</b>				
	Erosion Control	1	LS	\$ 25,000.00	\$ 25,000.00
	Earthwork/Grading	12,500	CY	\$ 15.00	\$ 187,500.00
	Stabilization/Geogrid	5,120	SY	\$ 10.00	\$ 51,200.00
				<b>SUBTOTAL</b>	<b>\$ 263,700.00</b>
<b>3</b>	<b>Utilities</b>				
	Sanitary Sewers	1,360	LF	\$ 40.00	\$ 54,400.00
	Sanitary Manhole	6	EA	\$ 4,500.00	\$ 27,000.00
	8" Water Main	700	LF	\$ 80.00	\$ 56,000.00
	Fire Hydrant and Valves	1	LS	\$ 80.00	\$ 80.00
	Catch Basins and Manholes	26	EA	\$ 3,200.00	\$ 83,200.00
	Storm Sewers	1,750	LF	\$ 50.00	\$ 87,500.00
	Stormtech Chambers	1	LS	\$ 50,000.00	\$ 50,000.00
				<b>SUBTOTAL</b>	<b>\$ 358,180.00</b>
<b>4</b>	<b>Pavement</b>				
	Heavy Duty Asphalt Pavement	5,642	SY	\$ 65.00	\$ 366,730.00
	Curbs 6" x 18"	1,900	LF	\$ 30.00	\$ 57,000.00
	Integral Curb	1,900	LF	\$ 22.00	\$ 41,800.00
	Concrete Walkways	11,575	SF	\$ 8.00	\$ 92,600.00
	Striping	1	LS	\$ 5,000.00	\$ 5,000.00
	Heavy Duty Apron	700	SF	\$ 15.00	\$ 10,500.00
	Stamped Colored Concrete (Center Island)	450	SF	\$ 20.00	\$ 9,000.00
				<b>SUBTOTAL</b>	<b>\$ 582,630.00</b>
<b>5</b>	<b>Seeding and Planting</b>				
	Modify Topsoil and Respread	6,500	SY	\$ 2.00	\$ 13,000.00
	Trees 2" Caliper	30	EA	\$ 650.00	\$ 19,500.00
	Finegrade Seed and Mulch	3,333	SY	\$ 5.00	\$ 16,665.00
	Evergreen Screening	1	LS	\$ 25,000.00	\$ 25,000.00
				<b>SUBTOTAL</b>	<b>\$ 74,165.00</b>
<b>6</b>	<b>Electrical</b>				
	Site Lighting	1	Allowance	\$ 200,000.00	\$ 200,000.00
<b>7</b>	<b>Miscellaneous</b>				
	Traffic Signage	6	EA	\$ 175.00	\$ 1,050.00
	ODOT Guardrail	185	LF	\$ 80.00	\$ 14,800.00
	Redi-Rock Retaining Wall	950	SF	\$ 100.00	\$ 95,000.00
				<b>SUBTOTAL</b>	<b>\$ 110,850.00</b>
				<b>SUBTOTAL Items (1-7)</b>	<b>\$ 1,659,525.00</b>
	<b>General Condition</b>			10%	\$165,952.50
				<b>Subtotal</b>	<b>\$1,825,477.50</b>
	<b>Construction &amp; Design Contingency</b>			20%	\$365,095.50
				<b>Subtotal</b>	<b>\$2,190,573.00</b>
	<b>Non-Construction Soft Costs</b>			9.66%	\$211,609.35
				<b>Project Total</b>	<b>\$2,402,182.35</b>

**Note:** We anticipate driveway costs between \$2,000,000.00 to \$2,300,000.00. Demolition of sidewalks and paving is not included in this estimate. They are included in building demolition cost.

General Condition	
Construction Overhead	
Insurance	
Trailers	
Toilets	
Fences	
Signs	
Project Management	
Insurance & Bond	
Permits & License	
Site Management	
Project Closeout and Warranty	
<b>General Condition Total</b>	<b>10%</b>

Construction & Design Contingency	
The design has not been submitted to the planning commission, therefore we do not have a final design. We want to set aside 10% Design Contingency for planning commission changes if needed. We also want to set aside 10% Construction Contingency if needed.	
	<b>20%</b>

Non-Construction Cost (Soft Cost)	
Permits/Phase 1 Environmental Report	0.10%
Agency Approval Fees (Bldg. Code)	0.25%
Construction test	0.40%
Printing - Bid Documents	0.15%
Advertising for Bids	0.02%
Builders Risk Insurance	0.12%
Bond Fees	0.00%
Design Professionals Compensation	7.50%
Non-Construction Contingency	1.12%
<b>Non-Construction Total</b>	<b>9.66%</b>

exhibit "B"



**ARCHITECTURAL VISION GROUP, LTD.**  
DREAM VISUALIZE REALIZE

Revised March 7, 2024  
February 27, 2024

Mr. Brian Koss  
Facilities and Safety Coordinator  
Brecksville-Broadview Heights City Schools  
6638 Mill Road  
Brecksville, Ohio 44141

**Re: Brecksville-Broadview Heights School Campus Master Planning Scope of Services  
and Fee Proposal**

Dear Brian,

On behalf of Architectural Vision Group Ltd. (AVG) we would like to thank you and Brecksville-Broadview Heights City Schools Administration for this opportunity to provide Campus Master Planning services for the Mill Road Campus. We are excited to embark on the Master Planning phase of this project and look forward to working with the school district's team to achieve the best possible Campus Master Planning option for the future of the Brecksville-Broadview Heights schools.

Our scope of services are outlined in the attached AIA Document B104-2017. Our proposed fee is included along with the reimbursables for the campus Traffic Study, and the Site Survey for the Mill Road Campus. Once a consensus Master Plan is developed, additional services such as Geotechnical information will be required.

If you have any questions or need any additional information please do not hesitate to call. We appreciate the opportunity and look forward to working on this exciting project.

Very truly yours,  
Architectural Vision Group, Ltd.

Syed S. Abbas, AIA  
President

# AIA<sup>®</sup> Document B104<sup>®</sup> – 2017

## **Standard Abbreviated Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Eighth day of March in the year Two Thousand and Twenty-Four  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Brecksville-Broadview Heights City Schools  
6638 Mill Road  
Brecksville, Ohio 44141  
Mr. Brian Koss, Facilities and Safety Coordinator

and the Architect:  
(Name, legal status, address and other information)

Architectural Vision Group, Ltd.  
23850 Sperry Drive  
Westlake, Ohio 44145  
Mr. Syed S. Abbas, President

for the following Project:  
(Name, location and detailed description)

Brecksville-Broadview Heights Campus Master Planning

The Owner and Architect agree as follows.

See attached Exhibit "A"

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

See attached Exhibit "A"

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

1 General Liability

\$1,000,000.00

2 Automobile Liability

\$1,000,000.00

3 Workers' Compensation

\$2,000,000.00

4 Professional Liability

\$5,000,000.00

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services – Not Applicable

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services – Not Applicable

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

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from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor – Not Applicable

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals – See Attached Exhibit "A"

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

See attached Exhibit "A"

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services As needed ( ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Sixteen ( 16 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 - COST OF THE WORK - To Be Determined

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

1 Termination Fee:

To be determined as per time spent on project by Architect and Consultant.

2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include

information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum – Lump Sum Fee of \$76,000.00  
*(Insert amount)*  
  
See attached Exhibit "A"
- .2 Percentage Basis  
*(Insert percentage value)*  
  
( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
*(Describe the method of compensation)*

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See attached Exhibit "A"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Master Plan Completion	One Hundred	percent (	100	%)
<i>(Row deleted)</i>		percent (		%)
		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses (See attached Exhibit "A")

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;
- 7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent ( 0 %) of the expenses incurred. \$108,225.00 (See attached Exhibit "A")

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero Dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

% - N/A

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

See attached Exhibit "A"

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

See attached Exhibit "A"  
See attached Exhibit "B"  
See attached Exhibit "C"

.4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Craig VanLob, CFO  
*(Printed name and title)*

ARCHITECT (Signature)

Syed S. Abbas AIA

*(Printed name, title, and license number, if required)*

Int.

# PHASE 2 DRIVE

