

AGENDA

SCHOOL DISTRICT OF NEW GLARUS REGULAR SCHOOL BOARD MEETING

MONDAY, SEPTEMBER 25, 2023

**HIGH SCHOOL LIBRARY/MEDIA CENTER, ROOM 183 JOIN ZOOM MEETING USING
LINK**

**HTTPS://US02WEB.ZOOM.US/J/85402132686?PWD=UFBNM0LMDWRXY3LWAO
HHSZB2B2VRZZ09 BY PHONE USING 1-646-568-7788 MEETING ID 854 0213 2686**

& PASSWORD 286140

1701 2ND STREET

NEW GLARUS, WISCONSIN 53574

7:15 PM

- I. **CALL TO ORDER**
 - A. Agenda Published
 - B. Roll Call
 - C. Approval of Agenda and Revisions
- II. **INTRODUCTIONS-PRESENTATIONS**
- III. **PUBLIC COMMENT PERIOD**
- IV. **APPROVAL OF CONSENT AGENDA**
 - A. Item(s) To Be Removed From Consent Agenda
 - 1. Board Minutes

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SCHOOL DISTRICT OF NEW GLARUS DISCUSSION AND REGULAR SCHOOL BOARD MEETING

Monday, September 11, 2023

CALL TO ORDER

The meeting was called to order at 7:19 p.m. by Board President, Bill Oemichen. The agenda was posted at the New Glarus Elementary School, New Glarus Middle School, New Glarus High School, Bank of New Glarus, New Glarus Post Office, Lake Ridge Bank – New Glarus Branch, Woodford State Bank – New Glarus Branch, and the District Website.

ROLL CALL

Present: Bill Oemichen, Ron Roesslein, Travis Zimmerman, Cari Ann Muggenburg, Cassie Ballweg, Casey McCoy, and Heather Thornton

APPROVAL OF AGENDA AND REVISIONS

Motion by Travis Zimmerman to approve the agenda as presented. Second by Heather Thornton. Motion carried 7-0.

INTRODUCTIONS –PRESENTATIONS

School Board Training – Bob Butler, WASB

Bob Butler from WASB provided the Board with training on Robert’s Rules of Order, Voting, Closed Session meetings, After the Meeting, and Conflict of Interest.

PUBLIC COMMENT PERIOD

~None

APPROVAL CONSENT AGENDA

ITEM(S) TO BE REMOVED FROM CONSENT AGENDA

1. BOARD MINUTES & CLOSED SESSION MINUTES
2. APPROVAL OF BILLS
3. TREASURER’S REPORT
4. STAFFING REPORT
5. DONATIONS

Motion by Travis Zimmerman to approve the Consent Agenda as presented. Second by Ron Roesslein. Motion carried 7-0.

COMMITTEE UPDATES

POLICY, COMMUNICATION & ADVOCACY; Met. Reviewed policies from previous committee meeting, board member suggested policy changes, and NEOLA policy updates.

HANDBOOK AND PERSONNEL; Did not meet.

BUDGET; Did not meet.

CURRICULUM, SPORTS & CO-CURRICULAR: Did not meet.

FACILITIES, TRANSPORTATION, AND TECHNOLOGY: Did not meet.

DISCUSSION AND POSSIBLE ACTION ITEMS

A. FFA NATIONAL CONVENTION

The Board reviewed a request from the FFA organization to attend the FFA National Convention in Indianapolis, Indiana on November 1-3, 2023.

Motion by Travis Zimmerman to approve the FFA National Convention request as presented. Second by Casey McCoy Motion carried 7-0.

B. 2023-24 NGSD SAFE RETURN TO IN-PERSON & CONTINUITY OF SERVICES PLAN – REQUIRED REVIEW

The Board reviewed the 2023-24 NGSD Safe Return to In-Person & Continuity of Services Plan.

Motion by Ron Roesslein to approve the 2023-24 NGSD Safe Return to In-person & Continuity of Services Plan as presented. Second by Cassie Ballweg. Motion carried 7-0.

C. 8th GRADE WASHINGTON DC TRIP

The Board reviewed a request for the 8th Grade Washington DC Trip on June 8-16, 2023.

Motion by Ron Roesslein to approve the 8th Grade Washington DC Trip as presented. Second by Heather Thornton. Motion carried 7-0.

D. RESIGNATION

~None

E. NEW HIRES

1. The Administration recommended hiring Carson Bainbridge as HS Special Education Teacher

Motion by Travis Zimmerman to approve the hiring of Carson Bainbridge as HS Special Education Teacher. Second by Ron Roesslein. Motion carried 7-0.

2. The Administration recommended hiring Eleanor Tischler as HS Special Education Assistant.

Motion by Travis Zimmerman to approve³ the hiring of Eleanor Tischler as HS Special

Education Assistant. Second by Ron Roesslein. Motion carried 7-0.

DISCUSSION ITEMS

A. ELEMENTARY AND HIGH SCHOOL FACILITY PROJECTS UPDATE

Dr. Thayer provided the Board with an update on the elementary/high school facility projects.

B. PRIMARY SCHOOL UPDATE

Dr. Thayer provided the Board with an update on the new primary school.

C. ATHLETIC COMPLEX UPDATE

Dr. Thayer provided the Board with an update on the proposed Athletic Complex.

ANNOUNCEMENTS

~None

FUTURE SCHOOL BOARD AND COMMITTEE MEETINGS

- September 25, 2023 – Discussion and Regular Board Meeting – 7:15 p.m.
- October 9, 2023 – Discussion and Regular Board Meeting – 7:15 p.m.

CLOSED SESSION

The Board of Education will Entertain a motion to convene in closed session pursuant to Wis. Stats. 19.85 (1) (e) (g) Conferring with legal counsel regarding preparation for land sale. The Board may take action in closed session, if necessary and appropriate. Thereafter, the Board will entertain a motion to reconvene into open session. After reconvening into open session, the Board may take further action that is necessary and appropriate. The Board will then entertain a motion to adjourn.

Motion by Travis Zimmerman to move into closed session @8:47 p.m. Second by Ron Roesslein.

Motion carried 7-0 with a roll call vote. Bill Oemichen, Aye, Ron Roesslein, Aye, Travis Zimmerman, Aye, Cari Ann Muggenburg, Aye, Cassie Ballweg, Aye, Casey McCoy, Aye, Heather Thornton, Aye.

Motion by Travis Zimmerman to return to open session at 9:29 p.m. Second by Ron Roesslein.

Motion carried 7-0 with a roll call vote. Bill Oemichen, Aye, Ron Roesslein, Aye, Travis Zimmerman, Aye, Cari Ann Muggenburg, Aye, Cassie Ballweg, Aye, Casey McCoy, Aye, Heather Thornton, Aye

ADJOURN

Motion by Travis Zimmerman to adjourn the meeting at 9:29 p.m. Second by Cassie Ballweg. Motion carried 7-0.

**SCHOOL DISTRICT OF NEW GLARUS
PURCHASING CARD ACTIVITY
AUGUST 31, 2023**

Vendor	Description	Amount
NIHF PROGRAMS-CAMP INV	Camp Invention Fee	29,575.00
HUDL	renewal	8,700.00
LEXIA LEARNING SYS LLC	lexia learning	7,380.00
NEW GLARUS	HS/MS JULY SERVICES	5,892.12
WARD BRODT MUSIC	Oboe	4,147.99
SOLUTION TREE INC	All Staff- K-12 PD Book Read	4,006.30
CDW GOVT #LC81056	Add't drives for HP MSA	3,741.21
N2Y LLC	Subscription for Spec Ed curriculum	3,739.94
"THINK SOCIAL PUBLISHING,"	Social Thinking Conference	2,507.40
EMC INSURANCE COMPANIES	District Insurance - Deductible	2,500.00
"PROJECT LEAD THE WAY, INC"	Curriculum- PLTW training	2,400.00
DBC*BLICK ART MATERIAL	supplies for the year in hs art	2,279.71
SUMMER SKILLS	Summer School-ELA and Math materials for Summer Sk	2,204.00
QUAVERED	Music Curriculum	1,800.00
NEWS PUBLISHING CO	July hiring/board	1,523.92
"PROJECT LEAD THE WAY, INC"	HBS new curriculum lab supplies	1,520.50
INTRADO INTERACTIVE SER	SCHOOL MESSENGER RENEWAL - CMS AND WEBSITE HC	1,447.85
NEW GLARUS	July ms serv	1,428.18
AMZN MKTP US*TQ0J263B2	7th grade school supplies for students	1,332.02
ODP BUS SOL LLC# 106869	Student Supplies	1,068.32
SAN-A-CARE	custodial equipment repairs	976.47
AMZN MKTP US*T32VR7V20	3rd Grade Classroom/Student Supplies	921.76
BADGER SPORTING GOODS CO	clothing apparel	855.00
AMZN MKTP US*T330D8ML2	supplies for 3df, metals, 2df and senior studio. middle sc	771.53
AMZN MKTP US*T37OU7IW0 AM	Art Supplies	757.99
KAPLAN EARLY LEARNING COM	Dress-up cabinet	747.44
AMZN MKTP US*TQ2K35N32	supplies for ms and hs art.	727.55
NEWS PUBLISHING CO	Aug - agenda/notices/hiring	706.21
WWW COSTCO COM	iPads for student programming	685.71
AMAZON.COM*T37AC17F0	FFA Concessions	602.13
AMZN MKTP US*TO1E271E2	Student Supplies:	565.25
SHERWIN WILLIAMS 701849	paint and supplies	557.65
VIVACITY TECH PBC	Pockets for Chromebook cases	547.01
WWW COSTCO COM	iPads	538.01
ODP BUS SOL LLC# 106869	Staff office supplies.	536.98
ODP BUS SOL LLC# 106869	STUDENT SCHOOL SUPPLIES-NOTEBOOKS	520.00
J.W. PEPPER	HS Choir Music	517.06
AMZN MKTP US*T360R9VJ2	PBIS Prizes	514.46
ODP BUS SOL LLC# 106869	STUDENT SCHOOL SUPPLIES-NOTEBOOKS	513.50
SOLUTION TREE INC	PD Books	506.66
J.W. PEPPER	MS Concert Music	497.15
NELSONS BUS SERVICE INC	Bus repair	491.94
ODP BUS SOL LLC# 106869	STUDENT SCHOOL SUPPLIES	488.70

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SAMS CLUB #4840	FFA Concessions	475.14
ODP BUS SOL LLC# 106869	STUDENT SCHOOL SUPPLIES-NOTEBOOKS	469.50
IN *DISTRIBUTED WEBSITE C	rSchool Today Services (Facilities Scheduler)	450.00
AMERICAN HEART SHOPCPR	Coaching Training for 2023-24 and 2024-25 (2 year renew	432.55
ODP BUS SOL LLC# 106869	HS OFFICE SUPPLIES	422.61
NELSONS BUS SERVICE INC	BUS REPAIR	414.79
SCHOOL SPECIALTY ECOMM	Storage Trays for 7th Grade Math Classroom	404.04
NELSONS BUS SERVICE INC	Bus Repair	403.92
ODP BUS SOL LLC# 106869	paper supplies - color copier	400.22
ODP BUS SOL LLC# 106869	Binders for Curriculum	400.00
AMAZON.COM*T33CW3KL2 AMZ	APUSH Textbook Covers	398.39
WADA FEES	Wisconsin Athletic Directors Association Annual Membe	390.00
AMZN MKTP US*TQ6CR9KT2	6th grade school supplies	377.62
ODP BUS SOL LLC# 106869	STUDENT SCHOOL SUPPLIES-NOTEBOOKS	370.50
NATIONAL FFA ORGANIZATIO	FFA Supplies	360.00
AMAZON.COM*T36UQ98U2	8th Grde Classroom Supplies- Binders, Pens, Markers, Et	342.93
ODP BUS SOL LLC# 106869	supplies	335.04
AMZN MKTP US*TO08A2KW1	Office Supplies	309.97
FSP*RBS ACTIVEWEAR	Baseball clothing	306.65
AMZN MKTP US*T33SU6MY2	high school supplies	304.74
INCLUSION RULES	Professional Development in Co-Teaching	299.00
WASDA	WASDA Leading for Wellness Trainings	295.00
AMZN MKTP US*T33VM5820	Principal- Hall Carts	274.28
ODP BUS SOL LLC# 106869	Supplies	272.39
SLP NOW MEMBERSHIP	Speech/Language Therapists' online resources members	262.70
AMZN MKTP US*TQ21S76N2	6th grade school supplies	258.79
AMZN MKTP US*TO7GJ2T00	PBIS	253.13
SPECTRUM	Aug Phone Services -	252.49
EVENT* WISCONSIN SKYWA	Skyward registration	250.00
EVENT* WISCONSIN SKYWA	Skyward Conference Registration	250.00
EVENT* WISCONSIN SKYWA	Skyward Conference	250.00
EVENT* WISCONSIN SKYWA	FALL UG CONFERENCE REG	250.00
AMZN MKTP US*T303C5L91	CLASSROOM SUPPLIES	248.88
BADGER SPO* NEW GLARUS	original coaches gear order	244.76
AMZN MKTP US*T320027L2	New microBits for middle school computer science class	239.99
ODP BUS SOL LLC# 106869	office supplies	223.24
AMZN MKTP US*TA1G589U2	Classroom supplies: glue sticks, containers, whiteboards	216.26
GRAINGER	plumbing parts	211.16
AMZN MKTP US*TQ02R1H40	7th Grade-Grade level supplies for students	209.12
QUILL CORPORATION	District Mailing Labels	203.91
AMZN MKTP US*TA19F1YH2	chemistry periodic table & classroom organization	203.40
WARD BRODT MUSIC	Mouthpiece Trial	203.00
THOMANNMUSIC COM	Alphorn Case	201.10
WAL-MART #0802	staff welcome back supplies	201.06
AMZN MKTP US*TO65K99A2	Office Supplies 7	199.98

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AMZN MKTP US*TA9190LP1	Classroom supplies--- organizer, dividers, etc	198.40
AMZN MKTP US*T36027540	supplies for case, displays, senior studio and middle schc	195.46
WARD BRODT MUSIC	instrument repair	195.00
ODP BUS SOL LLC# 106869	Student Supplies	193.92
AMZN MKTP US*TA0HZ2SL2	Classroom Supplies- play doh, markers, name plates	193.55
HOMEGOODS #0596	CLASSROOM MATERIALS	188.82
PAYPAL *MONOPRICE	Cat6 cables for switch rack reorg	188.58
AMAZON.COM*T30NK6YG2	Classroom Supplies	186.72
NATIONAL FFA ORGANIZATIO	Officer Polos	184.00
LANSING IGA	Officer retreat food	182.94
MENARDS MADISON WEST WI	Rug for classroom	177.21
WARD BRODT MUSIC	replacement ligatures	176.97
DPI EDUCATOR LICENSING ON	reading specialist license	175.00
ETSY.COM - DEZIGNZBYE	funko pops 3D printed for senior studio	170.91
ODP BUS SOL LLC# 106869	Student Supplies	160.95
WARD BRODT MUSIC	Baritone Repair	160.00
SHERWIN WILLIAMS 701849	paint	151.26
AMZN MKTP US*TO84H6111	Materials for classroom	151.26
AMZN MKTP US*T33HT31J0	8th Grade Classroom Supplies	150.61
IN *BACKFLOW PREVENTION S	Backflow Preventer Assembly Testing	150.00
AMZN MKTP US*TO5IW7LS2	Under desk storage	146.99
WARD BRODT MUSIC	Reeds	145.96
AMZN MKTP US*T38IV3NI0	CURRICULUM 7th grade ELA books	144.70
GRAMMARLY COEFJ00PG	renewal	144.00
SP WIPEBOOK CORP.	Dry Erase Boards	136.98
OFFICEMAX/DEPOT 6111	General school supplies	136.89
AMZN MKTP US*T305A2QJ1	3rd Grade Classroom/Student Supplies	131.94
MUSICPLAYONLINE.COM	Classroom materials	131.21
CPM EDUCATIONAL PROGRAM	AP PRECALC SUPPLEMENT	130.00
AMZN MKTP US*T383309P0	2300 dumdums for the school year	129.71
New Glarus School District	Postage	128.40
FLINN SCIENTIFIC INC	Flinn POGIL activities for classes	128.26
AMZN MKTP US*T360290Y0	6th grade school supplies	127.17
WARD BRODT MUSIC	Clarinet Repair	127.00
WARD BRODT MUSIC	French Horn Repair	125.00
AMZN MKTP US*T30PC8OW0	adds for senior studio, ms art	122.95
SAN-A-CARE	equipment repairs	122.39
AMZN MKTP US*TH77C5SS1	supplies	121.11
J.W. PEPPER	Concert Music - plan on returning.	120.99
SPECTRUM	Aug Phone Services	119.97
AMZN MKTP US*TQ37D6JH2	Furniture for new staff	119.00
AMZN MKTP US*TA5NE4DB1	Classroom storage, STEM, blocks, glue sticks	118.04
TARGET.COM *	Calculators for math class.	115.94
KALAHARI RESORT - WI ECOM	conference lodging	114.40
KALAHARI RESORT - WI ECOM	Skyward Conferenc&Registration	114.40

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KALAHARI RESORT - WI ECOM	Hotel for Skyward	114.40
KALAHARI RESORT - WI ECOM	SKYWARD FALL UG LODGING	114.40
AMERICAN HEART SHOPCPR	CPR TRAINING	108.14
AMZN MKTP US*TQ89A9GF2	Student Supplies	107.97
New Glarus Post Office	Postage	107.25
AMZN MKTP US*TA4DZ3AT2	PE Materials	106.65
J.W. PEPPER	MS Music	105.49
TARGET.COM *	scientific calculators	104.23
TARGET.COM *	scientific calculators	104.23
J.W. PEPPER	Pepper Jazz Music	102.99
New Glarus Post Office	Postage	102.00
AMZN MKTP US*TA9OP5420	PE Materials	101.92
"PROJECT LEAD THE WAY, INC"	HBS Supplies	100.50
ODP BUS SOL LLC# 106869	STUDENT SCHOOL SUPPLIES	99.55
KALAHARI RESORT - WI ECOM	Boys Basketball - Room WBCA Coaches Clinic	99.00
KALAHARI RESORT - WI ECOM	Boys Basketball - Room WBCA Coaches Clinic	99.00
J.W. PEPPER	HS Music	98.50
WARD BRODT MUSIC	Reeds	95.98
WWW.HNICORP.COM	chair repair parts	91.11
WWW.WSPAONLINE.NET	WSPA annual membership	90.00
AMZN MKTP US*T31DH3W62	(3) Wireless keyboard/mouse	86.67
"PROJECT LEAD THE WAY, INC"	HBS microscope slides	85.00
SUGAR RIVER PIZZA CO	FB TEAM DINNER	85.00
AMAZON.COM*T369X21S0	CURRICULUM 7th grade ELA books	84.90
AMZN MKTP US*TO44U62G0	supplies for hs art	83.84
AMZN MKTP US*TO4X62H71	Classroom Supplies	81.61
WWW COSTCO COM	Office Supplies	80.96
NATIONAL FFA ORGANIZATIO	FFA polos	80.00
J.W. PEPPER	HS Music	79.98
TEACHERSPAYTEACHERS.COM	MS Curriculum/Activities	79.12
AMZN MKTP US*T33016CS1	Supplies	78.99
AMAZON.COM*T32466591	FFA Concessions	75.22
WARD BRODT MUSIC	Tuba Repair	75.00
AMAZON.COM*TA6J638M0 AMZ	PE Mterials	74.97
AMZN MKTP US*T30546VN0 AM	Learning Resourses for Tier 2	74.71
ODP BUS SOL LLC# 106869	Supplies-keyboard for conf room	73.20
AMZN MKTP US*T36GJ39U0	class supplies	72.61
ODP BUS SOL LLC# 106869	Supplies	71.89
AMZN MKTP US*T32767NK1	Classroom materials	71.15
J.W. PEPPER	Concert Music	69.99
TARGET.COM *	Calculators for math class	69.57
AMZN MKTP US*TO3ZY2JQ0	Classroom Chair bag storage	68.99
ODP BUS SOL LLC# 106869	Student Supplies:	68.81
AMZN MKTP US*T39893MT1	Bulletin board, office shelves, mouse pad	68.61
AMZN MKTP US*TQQA20UL0	border, stencils, board easels, labels, doll clothes	66.12

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AMZN MKTP US*T38N37K42	Cat6 cable for Switch rack reorg	65.97
AMZN MKTP US*TO3KA6KA0	floor scrubber	64.99
ROYS MARKET	FFA Concessions	64.15
J.W. PEPPER	HS Choir Music	63.99
ODP BUS SOL LLC# 106869	Student Supplies:	63.13
AMZN MKTP US*T38GG0FT0	3rd Grade Classroom/Student Supplies	62.13
OVERDRIVE DIST	Ebooks and audiobooks	61.96
AMZN MKTP US*TO4GI8MQ1	Misc supplies - cables, cleaner for Smart Boards	61.72
AMAZON.COM*TH5X39610 AMZ	MTSS Support Books	60.65
WISCONSIN ASSOCIATION OF	WASB Webinar - Annual Meetings	60.00
AMZN MKTP US*TQ37Z5BZ0	classroom crayons	55.69
WWW.SCIC.COM	ANNUAL DUES	55.00
AMZN MKTP US*TA65T12U2	Classroom Privacy boards	54.97
AMZN MKTP US*TQ8BE1QG1	Office Supplies	54.80
PAYPAL *GUITARCENTE	3.5 mm Laptop Interface cord	54.32
WARD BRODT MUSIC	Reeds	53.98
FARM & FLEET OF MONROE	maintenance	53.98
USPS PO 5659000694	POSTAGE RESTOCK & PRIORITY MAILING	53.63
AMAZON.COM*TO6GJ4U92 AMZ	Office Supplies	53.52
OFFICE SIGN COMPANY	Office sign	52.74
OFFICE SIGN COMPANY	Office Sign	52.74
OFFICE SIGN COMPANY	Office Door Sign	52.74
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	52.50
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	52.50
ODP BUS SOL LLC# 106869	Office Supplies	50.81
AMZN MKTP US*TA2549FI2	supplies	50.21
COSTCO WHSE#1491	FB TEAM DINNER SUPPLIES	50.08
AMAZON.COM*T38MP7D90 AMZ	PE Materials	49.99
J.W. PEPPER	HS Curriculum	49.99
AMZN MKTP US*TQ65T3B02 AM	STUDENT SCHOOL SUPPLIES	48.85
AMZN MKTP US*TO6BB8611	supplies for the start of the school year.	47.84
AMAZON.COM*T34I910G0	6th grade school supplies	46.95
TARGET.COM *	Calculators for math class.	46.38
AMZN MKTP US*TO57Y4P30	conference room supplies	45.99
GRAINGER	paint sprayer repairs	45.70
BACKBLAZE.COM	Cloud backup	45.64
AMZN MKTP US*TQ0NF3RL0	3rd Grade Classroom/Student Supplies	45.24
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	45.00
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	45.00
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	45.00
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	45.00
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	45.00
OFFICEMAX/DEPOT 6869	8th Grade School Supplies	45.00
AMZN MKTP US*TH62F9M20	OFFICE SUPPLIES	44.97
HY-VEE FITCHBURG 1184	FB SCRIMMAGE FOOT	44.91

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AMZN MKTP US*TA7LH1SE2	Classroom Markers	44.85
AMAZON.COM*TA8I89MC1	Misc supplies - tags for tech tubs	44.46
GEMPELER'S SUPERMAR	PLC celebration	44.28
AMZN MKTP US*TQ36V3EM2	PBIS Prizes	43.90
AMZN MKTP US*TQ5SS2X11	PBIS Prizes	43.44
AMZN MKTP US*T39ER8IF0	markers	42.96
WM SUPERCENTER #802	PLC celebration	42.96
WAL-MART #0802	Classroom supplies	42.84
AMZN MKTP US*T38C251Y0	Supplies	42.60
J.W. PEPPER	HS Music	42.59
NEW GLARUS	FB	41.84
TARGET 00021063	Supplies and Materials	41.47
AMZN MKTP US*T30C44OQ1	magnetic strips for doors	41.04
AMZN MKTP US*T31AF4EB0	Teacher Supplies	40.81
FARM & FLEET OF MONROE	staff welcome back supplies	40.23
AMZN MKTP US*TO2PZ1SX0	art club actibity	39.98
AMAZON.COM*TL1GK1CH2 AMZ	scientific calculators	39.52
AMAZON.COM*T33JB65G2	3rd Grade Classroom/Student Supplies	39.51
OTT HAUS PUB & GRILL	NEW OFFICE STAFF LUNCHEON	38.61
AMZN MKTP US*TA5CO8TT0	Binders for classroom	38.49
TARGET 00010603	classroom supplies	38.10
AMZN MKTP US*T348T50T0	7th Grade-Grade level supplies for students	37.99
AMZN MKTP US*TQ7002U50	paint storage for all classes	37.76
AMAZON.COM*TH0SY3WB0	books	35.97
AMZN MKTP US*TQ3S78VB1	7th Grade-Class set of Headphones	35.95
AMZN MKTP US*TL5OX8O72	adhesive dots, rolling cart	35.88
AMZN MKTP US*TQ3XS90W1	Supplies	35.49
AMAZON.COM*T350560U0 AMZ	Hooks and wipes	35.47
EDWEEK PREMIUM DIGITAL	Renewal	35.00
AMZN MKTP US*TQ5KA1KP0	Wireless keyboard/mouse for HS office	34.49
AMZN MKTP US*T35FV8OV0	lesson plan books	34.16
AMERICAN HEART SHOPCPR	CPR basic renewal fee	34.00
AMAZON.COM*T37VI9KI2	FFA Concessions	33.98
AMZN MKTP US*TO3FB0861	supplies for the start of the school year hs art	33.94
AMZN MKTP US*TQ7H53920	watercolors	33.00
ODP BUS SOL LLC# 106869	supplies	32.99
AMZN MKTP US*T36R91ZQ1	Classroom Materials	32.77
AMZN MKTP US*TH8AR39U0	Classroom Materials	32.54
AMZN MKTP US*TH66R4QU2	OFFICE SUPPLIES	31.99
CASEYS #3572	staff lunch	31.63
SIMPLYSTAMPS.COM	Office Supplies	31.48
AMZN MKTP US*T36330ZZ2	white drawers to organize papers	30.58
FTP*FINANCIAL TIMES	news	30.00
AMZN MKTP US*TO88N3VT2	Classroom Floor Dots	29.99
KWIK TRIP 11400011403	FB DONUTS 11	29.95

**SCHOOL DISTRICT OF NEW GLARUS
PURCHASING CARD ACTIVITY
AUGUST 31, 2023**

ROYS MARKET- no receipt	team family night- popsicles	29.94
GEMPELER'S SUPERMAR	ice cream for parent meeting	29.77
OTT HAUS PUB & GRILL	PD lunch with secretaries	29.43
CASEYS #3572	FB GATORADE	28.96
AMZN MKTP US*TO6QO0HJ1	supplie for the start of hs art	28.89
AMZN MKTP US*T399Y0MC1	stickers and pencils	28.80
TARGET 00021063	Classroom Supplies	28.54
ODP BUS SOL LLC# 106869	HS OFFICE SUPPLIES	27.99
AMZN MKTP US*TQ9RP17C1	supplies for metals and 3df	27.96
J.W. PEPPER	MS Choir Music	27.50
TARGET 00021063	Classroom Supplies	27.05
AMZN MKTP US*TO0QM0PG2	Cart and backpack	26.99
AMZN MKTP US*TQ7EG0031	supplies for hs art	26.99
AMAZON.COM*TA97B3WY1	PE Materials	26.76
AMZN MKTP US*TO5AW3RH0	6th grade school supplies	26.70
AMAZON.COM*TQ38I6XM0 AMZ	Classroom Supplies	26.53
AMZN MKTP US*T376R8RH2	Office Supplies	26.32
AMZN MKTP US*TA8IR3MM0	DESK ORGANIZER	25.49
J.W. PEPPER	HS Choir Music	25.00
WM SUPERCENTER #802	Classroom supplies Walmart	24.70
NEW GLARUS HARDWARE	carpet cleaner	23.99
AMZN MKTP US*T375245W2	School Supplies	23.98
AMZN MKTP US*T376H37U0	3rd Grade Classroom/Student Supplies	23.98
AMZN MKTP US*TH5UW87O2	plumbing repairs	23.95
OTT HAUS PUB & GRILL	PLC lunch	23.06
AMZN MKTP US*TQ5SN3DW0	backpack	22.99
AMZN MKTP US*T39M08WJ0	Charging timers for RoboKnights	22.98
AMZN MKTP US*TA2XM1YK2	Student Supplies:	21.80
AMERICAN HEART SHOPCPR	CPR Online Training	21.63
AMERICAN HEART SHOPCPR	CPR and First Aid online Course	21.63
AMZN MKTP US*TQ35C2PC1	PBIS Prizes	21.00
AMZN MKTP US*TA44D5JA1	Misc cable supplies	20.98
NEW GLARUS HARDWARE	light bulbs	20.98
AMZN MKTP US*TH8ZD9QW2	OFFICE SUPPLIES	20.44
ODP BUS SOL LLC# 106869	Supplies-Construction Paper	20.34
OTT HAUS PUB & GRILL	mtg lunch	20.33
SP PERFECTLY PLANNED	Officer training books	20.00
AMZN MKTP US*T30CH17K2	hot glue gun	19.99
AMAZON.COM*T35Y65KN0 AMZ	PE Materials	19.96
AMZN MKTP US*T35LI71Q1	Screen Used textbooks for ap psych	19.96
AMAZON.COM*TO7V08KN1 AMZ	PBIS	19.88
OTT HAUS PUB & GRILL	Lunch for Summer PLT	19.83
OTT HAUS PUB & GRILL	Secretary Meeting & Lunch	19.24
AMZN MKTP US*TQ3AR2C42	Labels for District Office	18.95
New Glarus Post Office	Postage	12 18.90

**SCHOOL DISTRICT OF NEW GLARUS
PURCHASING CARD ACTIVITY
AUGUST 31, 2023**

AMZN MKTP US*TA7FH3AC1	Classroom resources	17.98
AMZN MKTP US*TQ0DB0EX2	principal supplies	17.92
AMZN MKTP US*T335R5WD0	claculus sign	16.97
AMZN MKTP US*T380V5VW2	School supplies Amazon Order	16.95
AUDIBLE*TA3KU1EA0	Aug 2023 Audible.com Monthly membership	15.77
ODP BUS SOL LLC# 106869	Office Supplies	15.74
AMAZON.COM*TO1IC46H2	conference room supplies	15.26
AMZN MKTP US*T38QU5GV0	Continuation of the School supplies Amazon order	14.99
AMZN MKTP US*T30C686C2	math poster	14.95
HY-VEE FITCHBURG 1184	LAUNDRY SUPPLIES	14.76
GOOGLE *YOUTUBEPREMIUM	Youtube music Aug 30	14.76
AMZN MKTP US*T34LV4BI1	3rd Grade Classroom/Student Supplies	14.55
AMAZON.COM*TQ5E82AS2	HDMI Converter	14.50
ROYS MARKET	HS FB SUPPLIES	14.37
AMZN MKTP US*TA4B97SR0	Classroom set play doh	13.99
AMZN MKTP US*TA4WB4191	Classroom supplies- stickers, beads	13.98
JOANN STORES #2086	Fabric for Bulletin Board	13.75
AMZN MKTP US*T32M00MX2	6th grade school supplies	13.24
AMZN MKTP US*T30ZZ08I1	6th grade math posters	12.99
PAYPAL *CANVAPTYLIM PA	Monthly subscription -	12.99
NYTIMES*NYTIMES	news	12.57
ODP BUS SOL LLC# 106869	HS OFFICE SUPPLIES	12.52
AMZN MKTP US*T393W2LZ1	school supplies	12.34
PAYPAL *GOOGLE LLC GOOG	Monthly- Google License upgrade	12.00
CASEYS #3572	Snacks for NVCI Training	12.00
AMZN MKTP US*TO29I6FK2	Labels for office	11.99
AMZN MKTP US*TA66O9MF1	Classroom sensory items	11.99
AMZN MKTP US*TA87F69Z0	Art paper	11.99
AMZN MKTP US*TA7AS03X2	Banner	11.99
AMZN MKTP US*TO95W87K1	supplies for the year in hs art	11.99
AMZN MKTP US*T30FJ6AD2	Heavy Duty Adhesive Picture strips	11.99
ODP BUS SOL LLC # 105125	Supplies	11.98
AMZN MKTP US*TQ7MR48P0	Student Supplies:	11.98
J.W. PEPPER	MS Choir Music	11.80
AMAZON.COM*T331B66D0 AMZ	Book for classroom	11.08
AMZN MKTP US*T37R57S10	Geometry sign	10.99
AMZN MKTP US*TH68417B2	Retractable Id laynard	10.99
AMZN MKTP US*TQ1SS0A62	Classroom poster	10.65
J.W. PEPPER	Score	10.00
NEW GLARUS HARDWARE	misc. maintenance	9.99
USPS PO 5659000694	STUDENT RECORDS MAILING	9.80
AMZN MKTP US*TO2CX65P2	Office Supplies	8.99
AMZN MKTP US*TO7AG7HL1	Classroom Supplies	8.99
ODP BUS SOL LLC # 105125	Supplies	8.96
NOTEFLIGHT	Music Software	7.95

**SCHOOL DISTRICT OF NEW GLARUS
PURCHASING CARD ACTIVITY
AUGUST 31, 2023**

MEET_ENHAN* MEET ENHAN	Google meet enhancement	7.00
TWPSUB28538583	news	7.00
BIZZY PAYMENTS	Principal- School Days Memoir	5.99
TEACHERSPAYTEACHERS.COM	Get to Know You activity	5.85
NEW GLARUS HARDWARE	plumbing	5.00
AMZN MKTP US*T32DK2J72	flowers for resin (metals and 3df)	5.00
TEACHERSPAYTEACHERS.COM	Supplies	4.77
TEACHERSPAYTEACHERS.COM	Classroom Supplies	3.17
PAYPAL *PIXLR	Monthly subscription -	1.99
AMZN MKTP US*TO1FV1IV0	Classroom containers, schedule	1.83
TEACHERSPAYTEACHERS.COM	Classroom Supplies	1.06
AMAZON WEB SERVICES	Monthly AWS charge for computer science classes	1.00
AED SUPERSTORE	credit	-10.01
AMZN MKTP US	recode as a refund	-23.99
AMZN MKTP US	Return of pocket chart	-27.98
TARGET 00021063	Returned Classroom Supplies	-28.54
AMZN MKTP US AMZN.COM/BIL	Medisi Crayons returned	-31.49
OFFICE SIGN COMPANY	Credit for Duplicate Order	-52.74
USA FOOTBALL	subscription cancelled	-99.00

Total Purchasing Card Activity **133,659.80**

Budgetary Checks # 64952 - 64997
Direct Deposits - 900034472- 34604
EFTPS - Wisconsin Retirement System - #307
EFT - Electronic Tax Payment System - # 539
EFT - Dept of Revenue - #868
EFT - WEA Tax Sheltered Annuity - #1039
EFT - EBC - HSA payments - #1300

CHECK NUMBER	VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE/CHECK AMOUNT
307	WISCONSIN RETIREMENT SYSTEM	09/15/2023	20230915AD	Payroll accrual	42,372.60
		09/15/2023	20230915AF	Payroll accrual	42,372.60
Totals for 307					84,745.20
539	ELECTRONIC TAX FILING	09/15/2023	20230915AD	Payroll accrual	4,805.00
		09/15/2023	20230915AD	Payroll accrual	8,900.58
		09/15/2023	20230915AD	Payroll accrual	44,494.15
		09/15/2023	20230915AD	Payroll accrual	38,057.50
		09/15/2023	20230915AF	Payroll accrual	8,900.58
		09/15/2023	20230915AF	Payroll accrual	38,057.50
Totals for 539					143,215.31
868	WI DEPARTMENT OF REVENUE	09/15/2023	20230915AD	Payroll accrual	450.00
		09/15/2023	20230915AD	Payroll accrual	24,385.71
Totals for 868					24,835.71
1039	WEA TAX SHELTERED ANNUITY TRST	09/15/2023	20230915AD	Payroll accrual	11,630.84
		09/15/2023	20230915AD	Payroll accrual	431.67
		09/15/2023	20230915AD	Payroll accrual	4,204.16
		09/15/2023	20230915AD	Payroll accrual	1,604.17
		09/15/2023	20230915AF	Payroll accrual	1,833.38
Totals for 1039					19,704.22
1300	EMPLOYEE BENEFITS CORP	09/15/2023	20230915AD	HSA EMPLOYEE CONTR	9,299.25
		09/15/2023	20230915AF	EMPLOYER CONTR	26,250.00
Totals for 1300					35,549.25
64952	AURIT, SALLY	09/11/2023	09/14 MS V	ATHL OFFL	82.50
Totals for 64952					82.50
64953	BYRD, JON	09/11/2023	09/11 JV F	ATHL OFFL	50.00
Totals for 64953					50.00
64954	HENDERSON, ALVIN	09/11/2023	09/11 JV F	ATHL OFFL	60.00
Totals for 64954					60.00
64955	KRAUS, GARY	09/11/2023	09/11 JV F	ATHL OFFL	60.00
Totals for 64955					60.00
64956	REAR, VAN	09/11/2023	09/14 MS V	ATHL OFFL	77.50
Totals for 64956					77.50
64957	SEKEL, JAMES	09/11/2023	09/11 MS V	ATHL OFFL	82.50
Totals for 64957					82.50
64958	SINKULA, BRUCE	09/11/2023	09/11 JV F	ATHL OFFL	52.50
Totals for 64958					52.50
64959	THIEDE, KENNETH	09/11/2023	09/11 MS V	ATHL OFFL	85.00
Totals for 64959					85.00
64960	AFLAC WORLDWIDE HEADQUARTERS	09/15/2023	20230915AD	Payroll accrual	36.38
Totals for 64960					36.38
64962	DEAN HEALTH PLAN, INC	09/15/2023	09-15-23 A	ACCL ADJ	10,940.52
		09/15/2023	20230915AD	Payroll accrual	186.68

CHECK NUMBER	VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE/CHECK AMOUNT
64962	DEAN HEALTH PLAN, INC	09/15/2023	20230915AD	Payroll accrual	644.01
		09/15/2023	20230915AD	Payroll accrual	0.00
		09/15/2023	20230915AF	Payroll accrual	3,649.44
		09/15/2023	20230915AD	Payroll accrual	93.34
		09/15/2023	20230915AD	Payroll accrual	1,502.69
		09/15/2023	20230915AD	Payroll accrual	2,146.82
		09/15/2023	20230915AD	Payroll accrual	11,091.29
		09/15/2023	20230915AF	Payroll accrual	1,057.80
		09/15/2023	20230915AF	Payroll accrual	528.90
		09/15/2023	20230915AF	Payroll accrual	8,515.36
		09/15/2023	20230915AF	Payroll accrual	12,164.70
		09/15/2023	20230915AF	Payroll accrual	61,897.36
Totals for 64962					114,418.91
64964	DELTA DENTAL OF WISCONSIN	09/15/2023	09-15-23 A	ACCL ADJ	982.89
		09/15/2023	20230915AD	Payroll accrual	185.52
		09/15/2023	20230915AD	Payroll accrual	1,274.82
		09/15/2023	20230915AD	Payroll accrual	23.19
		09/15/2023	20230915AD	Payroll accrual	116.60
		09/15/2023	20230915AD	Payroll accrual	7.73
		09/15/2023	20230915AD	Payroll accrual	256.52
		09/15/2023	20230915AF	Payroll accrual	43.85
		09/15/2023	20230915AF	Payroll accrual	1,453.32
		09/15/2023	20230915AF	Payroll accrual	131.55
		09/15/2023	20230915AF	Payroll accrual	660.60
		09/15/2023	20230915AF	Payroll accrual	7,118.94
		09/15/2023	20230915AF	Payroll accrual	1,052.64
Totals for 64964					13,308.17
64965	EMPLOYEE BENEFITS CORPORATION	09/15/2023	20230915AD	Payroll accrual	833.32
		09/15/2023	20230915AD	Payroll accrual	348.33
Totals for 64965					1,181.65
64966	MADISON NATIONAL LIFE	09/15/2023	09/15/23 A	ACCL ADJ	-0.81
		09/15/2023	20230915AD	Payroll accrual	752.02
		09/15/2023	20230915AF	Payroll accrual	1,892.93
Totals for 64966					2,644.14
64967	MINNESOTA MUTUAL LIFE	09/15/2023	09/15/23 A	ACCL ADJ	-43.91
		09/15/2023	20230915AD	Payroll accrual	743.85
		09/15/2023	20230915AD	Payroll accrual	1,064.87
		09/15/2023	20230915AD	Payroll accrual	92.10
		09/15/2023	20230915AF	Payroll accrual	148.76
Totals for 64967					2,005.67
64968	NEW GLARUS COMMUNITY FOUNDATION EIE	09/15/2023	20230915AD	Payroll accrual	173.33
Totals for 64968					173.33
64969	UNITED WAY GREEN COUNTY INC	09/15/2023	20230915AD	Payroll accrual	100.00
Totals for 64969					100.00
64970	BSN SPORTS, LLC	09/15/2023	922301065	FB GEAR	400.00
		09/15/2023	922444763	VB UNIFORM	1,044.00
Totals for 64970					1,444.00
64971	AUTO VALUE NEW GLARUS	09/18/2023	709047949	BUS SUPPLIES	31.00

CHECK NUMBER	VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE/CHECK AMOUNT
Totals for 64971					31.00
64972	BADGER WELDING SUPPLIES INC	09/18/2023	3781108	WELDING SUPPLIES	6.20
Totals for 64972					6.20
64973	BILL DORAN COMPANY	09/18/2023	1601119	VASES	71.80
		09/18/2023	1601993	FLOWERS FOR AG CLASS	436.95
Totals for 64973					508.75
64974	BYRD, JAMES	09/18/2023	09/05 VB	ATHL OFFL	27.00
Totals for 64974					27.00
64975	BYRD, TERRI	09/18/2023	09/05 VB	ATHL OFFL	27.00
Totals for 64975					27.00
64976	CAPITOL CONFERENCE	09/18/2023	2003	POY PLAQUES	88.50
Totals for 64976					88.50
64977	CERTIFIED REFRIGERATION & MECHANICA	09/18/2023	2003835	HS DISHWATER REPAIR	705.24
Totals for 64977					705.24
64978	CLASSMUNITY	09/18/2023	1115	CLASSMUNITY PLATFORM	1,700.00
Totals for 64978					1,700.00
64979	HUPPERT, TODD	09/18/2023	09/18 JV	ATHL OFFL	55.00
Totals for 64979					55.00
64980	JOHNSON CONTROLS	09/18/2023	23732123	ANNUAL SERVICE AGREEMENT FIRE ALARM FOR GS	7,350.00
		09/18/2023	23731806	ANNUAL SERVICE AGREEMENT FIRE ALARM FOR MS/HS	13,975.00
		09/18/2023	23732157	ALARM DETECTION/MONITORING	715.00
		09/18/2023	23732162	ALARM DETECTION/MONITORING	715.00
Totals for 64980					22,755.00
64981	KEEGAN, BARBARA	09/18/2023	09/07 VB	ATHL OFFL	27.00
Totals for 64981					27.00
64982	KRAUS, GARY	09/18/2023	09/18 JV	ATHL OFFL	60.00
Totals for 64982					60.00
64983	LAFORCE INC.	09/18/2023	1230148	See quote dtd 03.20.23 - Door release systems in ES and HS offices.	1,126.00
Totals for 64983					1,126.00
64984	MONROE ENGRAVING	09/18/2023	41682	PLAQUE	96.00
Totals for 64984					96.00
64985	MONSON SEPTIC & PORTABLE RESTROOMS	09/18/2023	I9461	RENTAL	650.00
Totals for 64985					650.00
64986	NEIS, GERALD	09/18/2023	09/07 VB	ATHL OFFL	27.00
Totals for 64986					27.00
64987	NEW LIFE PRESS	09/18/2023	12801	POSTCARDS	122.86

<u>CHECK NUMBER</u>	<u>VENDOR</u>	<u>CHECK DATE</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE/CHECK AMOUNT</u>
Totals for 64987					122.86
64988	PIONEER MANUFACTURING COMPANY	09/18/2023	899508	STRIPE PAINT	1,269.00
Totals for 64988					1,269.00
64989	POINT OF BEGINNING, INC	09/18/2023	35259	MASTER PLANNING/FUNDRAISING SUPPORT	5,625.00
Totals for 64989					5,625.00
64990	RAISBECK, OWEN	09/18/2023	08/31 JV	ATHL OFFL	27.00
Totals for 64990					27.00
64991	RENAISSANCE LEARNING INC	09/18/2023	5306249	EDUCLIMBER	3,000.00
Totals for 64991					3,000.00
64992	RHYME BUSINESS PRODUCTS - LEASE	09/18/2023	34804179	LEASE	828.21
Totals for 64992					828.21
64993	RIECHERS, ANDREW	09/18/2023	09/18 JV	ATHL OFFL	60.00
Totals for 64993					60.00
64994	TAHER, INC.	09/18/2023	65964	AUG EXP	15,204.15
		09/18/2023	65491	JUNE EXP	73,819.45
Totals for 64994					89,023.60
64995	TAYLOR, GLEN	09/18/2023	09/18 JV	ATHL OFFL	60.00
Totals for 64995					60.00
64996	VANDE ZANDE, RICHARD	09/18/2023	08/31 JV	ATHL OFFL	27.00
Totals for 64996					27.00
64997	VILLAGE OF NEW GLARUS	09/18/2023	PC applica	application fee	100.00
Totals for 64997					100.00
Totals for checks					571,944.30

New Glarus School District

Treasurer's Report
June 30, 2023



SCHOOL DISTRICT OF NEW GLARUS
FUND SUMMARY
June 30, 2023

	Fund Balance						
	Audited	+	FY2023	-	FY2023	+	=
	6/30/2022		Revenues		Expend.	Transfers	Fund Balance
						Sources	6/30/2023
General Fund	3,762,695.63		13,224,390.99		13,610,136.61	1,248,182.56	4,625,132.57
General Fund - nonspendable/unspt/as	416,182.35		<u>22,046.00</u>		<u>321,259.74</u>	<u>0.00</u>	116,968.61
TOTAL FUND 10	4,178,877.98		13,246,436.99		13,931,396.35	1,248,182.56	4,742,101.18
Special Revenue Trust (Fund 21)	260,527.13		164,092.52		164,705.59		259,914.06
Spec. Ed. Grants	0		174,053.31		174,053.31		0.00
Special Education (Fund 27)	<u>0</u>		<u>569,182.14</u>		<u>1,817,364.70</u>	<u>1,248,182.56</u>	0.00
TOTAL FUND 27	0		743,235.45		1,991,418.01	1,248,182.56	0.00
DEBT SERVICE (Fund 39)	513,144.52		3,831,773.07		3,861,318.22		483,599.37
LT CAPITAL (Fund 46)	306,240.33		1,867.15		0.00		308,107.48
OTHER CAPITAL DEBT (Fund 49)	27,992,947.38		657,061.87		1,683,647.88		26,966,361.37
FOOD SERVICE (Fund 50)	531,456.51		733,511.34		728,234.18		536,733.67
COMMUNITY SERVICE FUND (80)	11,178.94		0.00		1,400.00		9,778.94

REVENUES
June 30, 2023

GENERAL FUND - 10					
	ORIGINAL BUDGET REVENUES 2022-2023	MTD REVENUES	YTD REVENUES	22-23 YTD % RCVD	21-22 YTD % RCVD
Property Taxes	\$ 3,922,545.00	\$ 2,149,850.39	\$ 3,922,545.00	100.00%	100.00%
Mobile Home/DNR Tax	\$ 10,600.00	\$ 737.06	\$ 13,767.64	129.88%	100.00%
Interest	\$ 6,000.00	\$ 10,889.11	\$ 63,041.47	1050.69%	100.00%
Local Revenue	\$ 127,510.00	\$ 10,759.69	\$ 172,748.15	135.48%	100.00%
Open Enrollment	\$ 1,032,440.00	\$ 1,040,912.00	\$ 1,040,912.00	100.82%	100.00%
Transportation Aid	\$ 13,640.00	\$ 3,052.42	\$ 16,692.42	122.38%	100.00%
Library Aid (Common School Fund)	\$ 41,000.00		\$ 54,995.00	134.13%	100.00%
Equalization Aid	\$ 6,471,861.00	\$ 2,265,152.00	\$ 6,471,861.00	100.00%	100.00%
Exempt - Computer/Personal Property Ai	\$ 33,498.00	\$ 6,715.67	\$ 33,498.15	100.00%	100.00%
Per Pupil Aid	\$ 657,412.00		\$ 657,412.00	100.00%	100.00%
Grants - State	\$ 8,200.00	\$ 13,355.96	\$ 13,355.96	162.88%	100.00%
Grants - Federal	\$ 389,845.00	\$ 274,796.49	\$ 530,387.29	136.05%	100.00%
Grants/Donations - Local	\$ 3,500.00	\$ 2,655.44	\$ 21,380.39	610.87%	100.00%
Other Revenue Thru State	\$ 82,582.00	\$ 20,214.47	\$ 124,842.47	151.17%	100.00%
Direct Federal aid	\$ -		\$ 108,998.05	100.00%	100.00%
Medicaid	\$ -			0.00%	#DIV/0!
HighCost Transportation Aid	\$ -			0.00%	#DIV/0!
Contracts tsf of Ownership	\$ -			0.00%	#DIV/0!
Total General Fund Revenues	\$ 12,800,633.00	\$ 5,799,090.70	\$ 13,246,436.99	103.48%	100.00%

SPECIAL PROJECTS FUNDS - 21 & 27					
Fund 21 - Special Revenue	\$ 140,150.00	\$ 27,341.19	\$ 164,092.52	117.08%	100.00%
Fund 27 - Special Education - Categorical	\$ 459,184.00	\$ 129,208.78	\$ 487,108.31	106.08%	100.00%
Fund 27 - Special Education - Grants	\$ 228,391.00	\$ 38,745.25	\$ 174,053.31	76.21%	100.00%
Fund 27 - Special Education - High Cost	\$ 25,000.00	\$ 47,350.00	\$ 47,350.00	0.00%	100.00%
Fund 27 - Special Education - Medicaid	\$ 50,000.00	\$ 16,054.66	\$ 34,723.83	69.45%	100.00%
Fund 27 - Operating Transfer from Fund	\$ 1,292,353.00	\$ 199,902.34	\$ 1,248,182.56	96.58%	100.00%
Total Special Projects Revenues	\$ 2,195,078.00	\$ 458,602.22	\$ 2,155,510.53	98.20%	100.00%

DEBT SERVICE FUNDS & OTHER CAPITAL DEBT - 39, 46 & 49					
Fund 39 - Referendum Approved Debt	\$ 3,825,788.00	\$ 1,055.65	\$ 3,831,773.07	100.16%	100.00%
Fund 46 - Long Term Cap Maint Trust Fu	\$ 500.00	\$ 8.63	\$ 1,867.15	373.43%	100.00%
Fund 49 - Construction Fund	\$ 30,000.00	\$ 59,184.50	\$ 657,061.87	2190.21%	100.00%
Total Debt Service Revenues	\$ 3,856,288.00	\$ 60,248.78	\$ 4,490,702.09	116.45%	100.00%

FOOD & COMMUNITY SERVICE FUNDS - 50 & 80					
Fund 50-Local Sources	\$ 432,306.00	\$ 33,918.25	\$ 451,672.94	104.48%	100.00%
Fund 50-State/Federal Sources	\$ 213,627.00	\$ 85,278.50	\$ 281,838.40	131.93%	100.00%
Fund 80 - Community Services			\$ -	0.00%	0.00%
Total Fd & Community Service Revenues	\$ 645,933.00	\$ 119,196.75	\$ 733,511.34	113.56%	100.00%

Total Revenues	\$ 19,497,932.00	\$ 6,437,138.45	\$ 20,626,160.95	105.79%	100.00%
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**SCHOOL DISTRICT OF NEW GLARUS
EXPENDITURES
June 30, 2023**

GENERAL FUND - 10					
Instruction	ORIGINAL BUDGET EXPENDITURES 2022-2023	MTD EXPENDITURES	YTD EXPENDITURES	22 - 23 YTD % EXPD	21 - 22 YTD % EXPD
Undifferentiated Curriculum	\$ 2,643,491.00	\$ 563,441.39	\$ 2,295,227.29	86.83%	100.00%
Regular Curriculum	\$ 3,201,594.00	\$ 817,560.34	\$ 3,245,163.57	101.36%	100.00%
Vocational Curriculum	\$ 367,624.00	\$ 91,483.89	\$ 360,239.31	97.99%	100.00%
Physical Curriculum	\$ 278,164.00	\$ 66,789.66	\$ 269,737.01	96.97%	100.00%
Co-Curricular Activity	\$ 208,118.00	\$ 70,922.31	\$ 195,998.70	94.18%	100.00%
Special Curriculum	\$ 6,500.00	\$ -	\$ 2,735.76	42.09%	100.02%
Total Instruction	\$ 6,705,491.00	\$ 1,610,197.59	\$ 6,369,101.64	94.98%	100.00%
Support Services					
Pupil Services	\$ 380,980.00	\$ 80,404.77	\$ 307,878.26	80.81%	100.00%
Instructional Services	\$ 609,561.00	\$ 177,941.46	\$ 743,719.47	122.01%	100.00%
General Operations	\$ 387,120.00	\$ 39,154.89	\$ 403,022.61	104.11%	100.00%
School Building Operations	\$ 722,807.00	\$ 101,548.47	\$ 699,790.29	96.82%	100.00%
Business Services	\$ 220,793.00	\$ 23,276.66	\$ 233,264.49	105.65%	100.00%
Building Operations	\$ 669,126.00	\$ 138,801.56	\$ 594,897.74	88.91%	100.00%
Maintenance	\$ 281,379.00	\$ 45,785.43	\$ 278,706.32	99.05%	100.00%
Capital Maintenance Projects (Facilities)	\$ 258,692.00	\$ 173,442.15	\$ 243,287.76	94.05%	100.00%
Pupil Transportation	\$ 280,752.00	\$ 45,978.20	\$ 297,946.10	106.12%	100.00%
Central Services	\$ 70,206.00	\$ 9,266.83	\$ 80,983.78	115.35%	100.00%
Insurance	\$ 133,366.00	\$ (1,860.00)	\$ 131,898.00	98.90%	100.00%
Debt Services	\$ 97,073.00	\$ -	\$ 97,072.13	100.00%	100.00%
Other Support Services	\$ 455,986.00	\$ 26,652.51	\$ 458,714.72	100.60%	100.00%
Total Support Services	\$ 4,567,841.00	\$ 860,392.93	\$ 4,571,181.67	100.07%	100.00%
Non-Program Transactions					
Operating Transfers to another Fund	\$ 1,292,353.00	\$ 199,902.34	\$ 1,248,182.56	96.58%	100.00%
General Tuition/Non-Open enrollment	\$ 20,000.00	\$ 2,680.00	\$ 41,714.82	208.57%	100.00%
Co-Curricular Cooperative Programs	\$ 61,300.00	\$ 34,149.92	\$ 67,510.37	110.13%	100.00%
General Tuition/Open Enrollment	\$ 328,548.00	\$ 360,079.00	\$ 360,079.00	109.60%	100.00%
Other Non-Program Transactions	\$ 100.00	\$ 15,902.57	\$ 16,179.73	16179.73%	100.01%
Independent Charter	\$ -	\$ 9,264.00	\$ 9,264.00	#DIV/0!	
Total Non-Program Transactions	\$ 1,702,301.00	\$ 621,977.83	\$ 1,742,930.48	102.39%	100.00%
TOTAL GENERAL FUNDS	\$ 12,975,633.00	\$ 3,092,568.35	\$ 12,683,213.79	97.75%	100.00%
Fund 21 - Special Revenue Fund	\$ 145,150.00	\$ 17,410.72	\$ 164,705.59	113.47%	100.00%
Fund 27 - Special Education Grants	\$ 228,391.00	\$ 7,569.02	\$ 174,053.31	76.21%	100.00%
Fund 27 - Special Education Regular	\$ 1,826,537.00	\$ 392,515.78	\$ 1,817,364.70	99.50%	100.00%
TOTAL SPECIAL PROJECTS FUNDS	\$ 2,200,078.00	\$ 417,495.52	\$ 2,156,123.60	98.00%	100.00%
DEBT SERVICE FUNDS & OTHER CAPITAL DEBT - 38, 39, 40 & 49					
Fund 39 - Referendum Approved Debt	\$ 3,884,588.00	\$ 475.00	\$ 3,861,318.22	99.40%	100.00%
Fund 46 - Long Term Cap Maint Trust Fu	\$ -	\$ -	\$ -	0.00%	0.00%
Fund 49 - Construction Fund	\$ 6,026,084.00	\$ 999,157.69	\$ 1,683,647.88	27.94%	100.00%
TOTAL DEBT SERVICE FUNDS	\$ 9,910,672.00	\$ 999,632.69	\$ 5,544,966.10	55.95%	100.00%
FOOD & COMMUNITY SERVICE FUNDS - 50 & 80					
Fund 50 - Food Service	\$ 647,436.00	\$ 193,256.14	\$ 728,234.18	112.48%	100.00%
Fund 80 - Community Service	\$ 2,000.00	\$ -	\$ 1,400.00	0.00%	0.00%
TOTAL FOOD & COM. SRV. FUNDS	\$ 649,436.00	\$ 193,256.14	\$ 729,634.18	112.35%	100.00%
TOTAL EXPENDITURES-ALL FUNDS	\$ 25,735,819.00	\$ 4,702,952.70	\$ 21,113,937.67	82.04%	100.00%

New Glarus School District

Treasurer's Report July 31, 2023



SCHOOL DISTRICT OF NEW GLARUS
FUND SUMMARY
July 31, 2023

	Fund Balance Audited 6/30/2023	+	FY2023 Revenues	-	FY2023 Expend.	+	Transfers Sources	=	Fund Balance 7/31/2023
General Fund	4,625,132.47		38,650.84		250,490.94		0.00		4,413,292.37
General Fund - nonspendable/unspent/as	116,968.71		<u>0.00</u>		<u>94,406.42</u>		<u>0.00</u>		22,562.29
TOTAL FUND 10	4,742,101.18		38,650.84		344,897.36		0.00		4,435,854.66
Special Revenue Trust (Fund 21)	259,914.06		8,475.76		10,275.99				258,113.83
Spec. Ed. Grants	0		0.00		4,257.43				-4,257.43
Special Education (Fund 27)	<u>0</u>		<u>0.00</u>		<u>12,265.22</u>		<u>0.00</u>		-12,265.22
TOTAL FUND 27	0		0.00		16,522.65		0.00		-16,522.65
DEBT SERVICE (Fund 39)	483,599.37		1,613.96		475.00				484,738.33
LT CAPITAL (Fund 46)	308,107.48		8.99		0.00				308,116.47
OTHER CAPITAL DEBT (Fund 49)	26,966,361.37		55,514.28		-46,744.04				27,068,619.69
FOOD SERVICE (Fund 50)	536,733.67		16,490.31		3,187.00				550,036.98
COMMUNITY SERVICE FUND (80)	9,778.94		0.00		0.00				9,778.94

REVENUES
July 31, 2023

GENERAL FUND - 10					
	ANNL MGT BUDGET REVENUES 2023-2024	MTD REVENUES	YTD REVENUES	23-24 YTD % RCVD	22-23 YTD % RCVD
Property Taxes	\$ 5,239,473.00			0.00%	0.00%
Mobile Home/DNR Tax	\$ 10,600.00			0.00%	0.00%
Interest	\$ 6,000.00	\$ 14,526.93	\$ 14,526.93	242.12%	1.02%
Local Revenue	\$ 124,510.00	\$ 23,638.91	\$ 23,638.91	18.99%	12.52%
Open Enrollment	\$ 1,095,124.00			0.00%	0.00%
Transportation Aid	\$ 13,640.00			0.00%	0.00%
Library Aid (Common School Fund)	\$ 54,000.00			0.00%	0.00%
Equalization Aid	\$ 6,383,197.00			0.00%	0.00%
Exempt - Computer/Personal Property A	\$ 33,498.00			0.00%	0.00%
Per Pupil Aid	\$ 645,293.00			0.00%	0.00%
Grants - State	\$ 8,200.00			0.00%	0.00%
Grants - Federal	\$ 213,399.00			0.00%	0.00%
Grants/Donations - Local	\$ 3,500.00	\$ 485.00	\$ 485.00	13.86%	0.00%
Other Federal Revenue Thru State	\$ -			0.00%	0.00%
Other Federal Revenue - Direct	\$ -			0.00%	0.00%
Total General Fund Revenues	\$ 13,830,434.00	\$ 38,650.84	\$ 38,650.84	0.28%	0.17%

SPECIAL PROJECTS FUNDS - 21 & 27					
Fund 21 - Special Revenue	\$ 140,030.00	\$ 8,475.76	\$ 8,475.76	6.05%	2.05%
Fund 27 - Operating Transfer from Fund	\$ 1,400,120.00			0.00%	0.00%
Fund 27 - Special Ed.- Categorical	\$ 556,354.00			0.00%	0.00%
Fund 27 - Special Ed.- High Cost	\$ 45,000.00			0.00%	0.00%
Fund 27 - Special Ed. - Grant	\$ 210,000.00			0.00%	0.00%
Fund 27 - Special Ed. - Federal Thru Sta	\$ 45,000.00			0.00%	0.00%
Total Special Projects Revenues	\$ 2,396,504.00	\$ 8,475.76	\$ 8,475.76	0.35%	0.16%

DEBT SERVICE FUNDS & OTHER CAPITAL DEBT - 39, 46 & 49					
Fund 39 - Referendum Approved Debt	\$ 2,463,238.00	\$ 1,613.96	\$ 1,613.96	0.07%	0.00%
Fund 46 - Long Term Cap Maint Trust Fu	\$ 5,000.00	\$ 8.99	\$ 8.99	0.18%	2.81%
Fund 49 - Construction Fund	\$ 630,000.00	\$ 55,514.28	\$ 55,514.28	8.81%	4.67%
Total Debt Service Revenues	\$ 3,098,238.00	\$ 57,137.23	\$ 57,137.23	1.84%	0.69%

FOOD & COMMUNITY SERVICE FUNDS - 50 & 80					
Fund 50-Local Sources	\$ 513,596.00	\$ 16,490.31	\$ 16,490.31	3.21%	2.48%
Fund 50-State/Federal Sources	\$ 190,136.00			0.00%	0.00%
Fund 80 - Community Services			\$ -	0.00%	0.00%
Total Fd & Community Service Revenues	\$ 703,732.00	\$ 16,490.31	\$ 16,490.31	2.34%	1.36%

Total Revenues	\$ 20,028,908.00	\$ 120,754.14	\$ 120,754.14	0.60%	0.33%
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**SCHOOL DISTRICT OF NEW GLARUS
EXPENDITURES
July 31, 2023**

GENERAL FUND - 10					
Instruction	ANNL MGT BUDGET EXPENDITURES 2023-2024	MTD EXPENDITURES	YTD EXPENDITURES	23 - 24 YTD % EXPD	22 - 23 YTD % EXPD
Undifferentiated Curriculum	\$ 2,733,958.00	\$ 13,974.88	\$ 13,974.88	0.51%	0.15%
Regular Curriculum	\$ 3,379,562.00	\$ 39,822.31	\$ 39,822.31	1.18%	0.12%
Vocational Curriculum	\$ 399,402.00	\$ 50.00	\$ 50.00	0.01%	0.00%
Physical Curriculum	\$ 326,545.00	\$ 2,374.12	\$ 2,374.12	0.73%	0.60%
Co-Curricular Activity	\$ 261,900.00	\$ 241.97	\$ 241.97	0.09%	1.39%
Special Curriculum	\$ 6,500.00			0.00%	0.00%
Total Instruction	\$ 7,107,867.00	\$ 56,463.28	\$ 56,463.28	0.79%	0.18%
Support Services					
Pupil Services	\$ 300,007.00	\$ 3,213.43	\$ 3,213.43	1.07%	1.17%
Instructional Services	\$ 568,596.00	\$ 52,547.35	\$ 52,547.35	9.24%	2.00%
General Operations	\$ 415,208.00	\$ 25,616.77	\$ 25,616.77	6.17%	5.31%
School Building Operations	\$ 740,553.00	\$ 42,807.85	\$ 42,807.85	5.78%	4.21%
Business Services	\$ 243,094.00	\$ 19,664.03	\$ 19,664.03	8.09%	17.32%
Building Operations	\$ 707,108.00	\$ 3,434.48	\$ 3,434.48	0.49%	0.40%
Maintenance	\$ 259,968.00	\$ 16,222.50	\$ 16,222.50	6.24%	4.31%
Capital Maintenance Projects (Facilities)	\$ 190,000.00			0.00%	13.01%
Pupil Transportation	\$ 315,837.00	\$ 5,209.79	\$ 5,209.79	1.65%	0.07%
Central Services	\$ 86,006.00	\$ 9,452.14	\$ 9,452.14	10.99%	5.16%
Insurance	\$ 146,318.00	\$ 32,500.00	\$ 32,500.00	22.21%	14.83%
Debt Services	\$ 102,845.00			0.00%	0.00%
Other Support Services	\$ 423,085.00	\$ 77,375.74	\$ 77,375.74	18.29%	7.94%
Total Support Services	\$ 4,498,625.00	\$ 288,044.08	\$ 288,044.08	6.40%	4.73%
Non-Program Transactions					
Operating Transfers to another Fund	\$ 1,400,120.00	\$ -	\$ -	0.00%	0.00%
General Tuition/Non-Open enrollment	\$ 20,000.00	\$ 390.00	\$ 390.00	1.95%	2.76%
Co-Curricular Cooperative Programs	\$ 70,500.00	\$ -	\$ -	0.00%	0.00%
General Tuition/Open Enrollment	\$ 409,096.00	\$ -	\$ -	0.00%	0.00%
Independent Charter	\$ 11,000.00	\$ -	\$ -	0.00%	0.00%
Other Non-Program Transactions	\$ 5,100.00	\$ -	\$ -	0.00%	0.00%
Total Non-Program Transactions	\$ 1,915,816.00	\$ 390.00	\$ 390.00	0.02%	0.07%
TOTAL GENERAL FUNDS	\$ 13,522,308.00	\$ 344,897.36	\$ 344,897.36	2.55%	1.80%
Fund 21 - Special Revenue Fund	\$ 145,150.00	\$ 10,275.99	\$ 10,275.99	7.08%	0.45%
Fund 27 - Special Education Grants	\$ 210,000.00	\$ 4,257.43	\$ 4,257.43	2.03%	4.34%
Fund 27 - Special Education Regular	\$ 2,046,474.00	\$ 12,265.22	\$ 12,265.22	0.60%	0.51%
TOTAL SPECIAL PROJECTS FUNDS	\$ 2,401,624.00	\$ 26,798.64	\$ 26,798.64	1.12%	0.81%
DEBT SERVICE FUNDS & OTHER CAPITAL DEBT - 38, 39, 40 & 49					
Fund 39 - Referendum Approved Debt	\$ 2,529,888.00	\$ 475.00	\$ 475.00	0.02%	0.00%
Fund 46 - Long Term Cap Maint Trust Fu	\$ -	\$ -	\$ -	0.00%	0.00%
Fund 49 - Construction Fund	\$ 13,400,000.00	\$ (46,744.04)	\$ (46,744.04)	-0.35%	0.00%
TOTAL DEBT SERVICE FUNDS	\$ 15,929,888.00	\$ (46,269.04)	\$ (46,269.04)	-0.29%	0.00%
FOOD & COMMUNITY SERVICE FUNDS - 50 & 80					
Fund 50 - Food Service	\$ 722,113.00	\$ 3,187.00	\$ 3,187.00	0.44%	1.36%
Fund 80 - Community Service	\$ 2,000.00	\$ -	\$ -	0.00%	0.00%
TOTAL FOOD & COM. SRV. FUNDS	\$ 724,113.00	\$ 3,187.00	\$ 3,187.00	0.44%	1.20%
TOTAL EXPENDITURES-ALL FUNDS	\$ 32,577,933.00	\$ 328,613.96	\$ 328,613.96	1.01%	1.21%

New Glarus School District

Treasurer's Report
August 31, 2023



SCHOOL DISTRICT OF NEW GLARUS
FUND SUMMARY
August 31, 2023

	Fund Balance Audited 6/30/2023	+	FY2023 Revenues	-	FY2023 Expend.	+	Transfers Sources	=	Fund Balance 8/31/2023
General Fund	4,625,132.47		75,672.14		567,289.73		0.00		4,133,514.88
General Fund - nonspendable/unspent/as	116,968.71		0.00		94,406.42		0.00		22,562.29
TOTAL FUND 10	4,742,101.18		75,672.14		661,696.15		0.00		4,156,077.17
Special Revenue Trust (Fund 21)	259,914.06		21,233.39		14,585.28				266,562.17
Spec. Ed. Grants	0		0.00		11,783.06				-11,783.06
Special Education (Fund 27)	0		0.00		28,530.15		0.00		-28,530.15
TOTAL FUND 27	0		0.00		40,313.21		0.00		-40,313.21
DEBT SERVICE (Fund 39)	483,599.37		3,231.92		475.00				486,356.29
LT CAPITAL (Fund 46)	308,107.48		18.28		0.00				308,125.76
OTHER CAPITAL DEBT (Fund 49)	26,966,361.37		109,233.50		1,015,358.92				26,060,235.95
FOOD SERVICE (Fund 50)	536,733.67		26,522.15		3,239.40				560,016.42
COMMUNITY SERVICE FUND (80)	9,778.94		0.00		0.00				9,778.94

SCHOOL DISTRICT OF NEW GLARUS
REVENUES
August 31, 2023

GENERAL FUND - 10					
	ANNL MGT BUDGET REVENUES 2023-2024	MTD REVENUES	YTD REVENUES	23-24 YTD % RCVD	22-23 YTD % RCVD
Property Taxes	\$ 5,239,473.00			0.00%	0.00%
Mobile Home/DNR Tax	\$ 10,600.00	\$ 368.53	\$ 368.53	3.48%	2.65%
Interest	\$ 6,000.00	\$ 14,765.45	\$ 29,292.38	488.21%	2.27%
Local Revenue	\$ 124,510.00	\$ 21,837.32	\$ 45,476.23	36.52%	27.62%
Open Enrollment	\$ 1,095,124.00			0.00%	0.00%
Transportation Aid	\$ 13,640.00			0.00%	0.00%
Library Aid (Common School Fund)	\$ 54,000.00			0.00%	0.00%
Equalization Aid	\$ 6,383,197.00			0.00%	0.00%
Exempt - Computer/Personal Property Ai	\$ 33,498.00			0.00%	0.00%
Per Pupil Aid	\$ 645,293.00			0.00%	0.00%
Grants - State	\$ 8,200.00			0.00%	0.00%
Grants - Federal	\$ 213,399.00			0.00%	0.00%
Grants/Donations - Local	\$ 3,500.00	\$ 50.00	\$ 535.00	15.29%	4.86%
Other Federal Revenue Thru State	\$ -			0.00%	0.00%
Other Federal Revenue - Direct	\$ -			0.00%	0.00%
Total General Fund Revenues	\$ 13,830,434.00	\$ 37,021.30	\$ 75,672.14	0.55%	0.38%

SPECIAL PROJECTS FUNDS - 21 & 27					
Fund 21 - Special Revenue	\$ 140,030.00	\$ 12,757.63	\$ 21,233.39	15.16%	12.93%
Fund 27 - Operating Transfer from Fund	\$ 1,400,120.00			0.00%	0.00%
Fund 27 - Special Ed.- Categorical	\$ 556,354.00			0.00%	0.00%
Fund 27 - Special Ed.- High Cost	\$ 45,000.00			0.00%	0.00%
Fund 27 - Special Ed. - Grant	\$ 210,000.00			0.00%	0.00%
Fund 27 - Special Ed. - Federal Thru Sta	\$ 45,000.00			0.00%	0.00%
Total Special Projects Revenues	\$ 2,396,504.00	\$ 12,757.63	\$ 21,233.39	0.89%	0.98%

DEBT SERVICE FUNDS & OTHER CAPITAL DEBT - 39, 46 & 49					
Fund 39 - Referendum Approved Debt	\$ 2,463,238.00	\$ 1,617.96	\$ 3,231.92	0.13%	0.01%
Fund 46 - Long Term Cap Maint Trust Fu	\$ 5,000.00	\$ 9.29	\$ 18.28	0.37%	6.52%
Fund 49 - Construction Fund	\$ 630,000.00	\$ 53,719.22	\$ 109,233.50	17.34%	6.72%
Total Debt Service Revenues	\$ 3,098,238.00	\$ 55,346.47	\$ 112,483.70	3.63%	0.99%

FOOD & COMMUNITY SERVICE FUNDS - 50 & 80					
Fund 50-Local Sources	\$ 513,596.00	\$ 9,328.30	\$ 25,818.61	5.03%	4.39%
Fund 50-State/Federal Sources	\$ 190,136.00	\$ 703.54	\$ 703.54	0.37%	0.18%
Fund 80 - Community Services			\$ -	0.00%	0.00%
Total Fd & Community Service Revenues	\$ 703,732.00	\$ 10,031.84	\$ 26,522.15	3.77%	2.46%

Total Revenues	\$ 20,028,908.00	\$ 115,157.24	\$ 235,911.38	1.18%	0.66%
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**SCHOOL DISTRICT OF NEW GLARUS
EXPENDITURES**

August 31, 2023

GENERAL FUND - 10

Instruction	ANNL MGT BUDGET EXPENDITURES 2023-2024	MTD EXPENDITURES	YTD EXPENDITURES	23 - 24 YTD % EXPD	22 - 23 YTD % EXPD
Undifferentiated Curriculum	\$ 2,733,958.00	\$ 82,785.34	\$ 96,760.22	3.54%	2.07%
Regular Curriculum	\$ 3,379,562.00	\$ 29,298.49	\$ 69,120.80	2.05%	1.09%
Vocational Curriculum	\$ 399,402.00	\$ -	\$ 50.00	0.01%	0.84%
Physical Curriculum	\$ 326,545.00	\$ 380.25	\$ 2,754.37	0.84%	0.79%
Co-Curricular Activity	\$ 261,900.00	\$ 1,528.96	\$ 1,770.93	0.68%	1.96%
Special Curriculum	\$ 6,500.00	\$ -	\$ -	0.00%	6.40%
Total Instruction	\$ 7,107,867.00	\$ 113,993.04	\$ 170,456.32	2.40%	1.45%
Support Services					
Pupil Services	\$ 300,007.00	\$ 3,677.89	\$ 6,891.32	2.30%	2.18%
Instructional Services	\$ 568,596.00	\$ 17,137.29	\$ 69,684.64	12.26%	5.76%
General Operations	\$ 415,208.00	\$ 23,973.07	\$ 49,589.84	11.94%	11.26%
School Building Operations	\$ 740,553.00	\$ 66,485.61	\$ 109,293.46	14.76%	11.67%
Business Services	\$ 243,094.00	\$ 19,595.78	\$ 39,259.81	16.15%	25.09%
Building Operations	\$ 707,108.00	\$ 26,635.09	\$ 30,069.57	4.25%	5.79%
Maintenance	\$ 259,968.00	\$ 13,397.14	\$ 29,619.64	11.39%	9.01%
Capital Maintenance Projects (Facilities)	\$ 190,000.00	\$ -	\$ -	0.00%	13.01%
Pupil Transportation	\$ 315,837.00	\$ 4,670.30	\$ 9,880.09	3.13%	1.34%
Central Services	\$ 86,006.00	\$ 2,494.86	\$ 11,947.00	13.89%	7.96%
Insurance	\$ 146,318.00	\$ 2,500.00	\$ 35,000.00	23.92%	22.41%
Debt Services	\$ 102,845.00	\$ -	\$ -	0.00%	0.00%
Other Support Services	\$ 423,085.00	\$ 22,238.72	\$ 99,614.46	23.54%	12.81%
Total Support Services	\$ 4,498,625.00	\$ 202,805.75	\$ 490,849.83	10.91%	9.30%

Non-Program Transactions					
Operating Transfers to another Fund	\$ 1,400,120.00	\$ -	\$ -	0.00%	0.00%
General Tuition/Non-Open enrollment	\$ 20,000.00	\$ -	\$ 390.00	1.95%	3.66%
Co-Curricular Cooperative Programs	\$ 70,500.00	\$ -	\$ -	0.00%	0.00%
General Tuition/Open Enrollment	\$ 409,096.00	\$ -	\$ -	0.00%	0.00%
Independent Charter	\$ 11,000.00	\$ -	\$ -	0.00%	0.00%
Other Non-Program Transactions	\$ 5,100.00	\$ -	\$ -	0.00%	0.00%
Total Non-Program Transactions	\$ 1,915,816.00	\$ -	\$ 390.00	0.02%	0.09%
TOTAL GENERAL FUNDS	\$ 13,522,308.00	\$ 316,798.79	\$ 661,696.15	4.89%	4.09%

Fund 21 - Special Revenue Fund	\$ 145,150.00	\$ 4,309.29	\$ 14,585.28	10.05%	5.09%
Fund 27 - Special Education Grants	\$ 210,000.00	\$ 7,525.63	\$ 11,783.06	5.61%	5.46%
Fund 27 - Special Education Regular	\$ 2,046,474.00	\$ 16,264.93	\$ 28,530.15	1.39%	1.19%
TOTAL SPECIAL PROJECTS FUNDS	\$ 2,401,624.00	\$ 28,099.85	\$ 54,898.49	2.29%	1.83%

DEBT SERVICE FUNDS & OTHER CAPITAL DEBT - 38, 39, 40 & 49

Fund 39 - Referendum Approved Debt	\$ 2,529,888.00	\$ -	\$ 475.00	0.02%	0.00%
Fund 46 - Long Term Cap Maint Trust Fu	\$ -	\$ -	\$ -	0.00%	0.00%
Fund 49 - Construction Fund	\$ 13,400,000.00	\$ 1,062,102.96	\$ 1,015,358.92	7.58%	0.00%
TOTAL DEBT SERVICE FUNDS	\$ 15,929,888.00	\$ 1,062,102.96	\$ 1,015,833.92	6.38%	0.00%

FOOD & COMMUNITY SERVICE FUNDS - 50 & 80

Fund 50 - Food Service	\$ 722,113.00	\$ 52.40	\$ 3,239.40	0.45%	1.44%
Fund 80 - Community Service	\$ 2,000.00	\$ -	\$ -	0.00%	0.00%
TOTAL FOOD & COM. SRV. FUNDS	\$ 724,113.00	\$ 52.40	\$ 3,239.40	0.45%	1.27%

TOTAL EXPENDITURES-ALL FUNDS	\$ 32,577,933.00	\$ 1,407,054.00	\$ 1,735,667.96	5.33%	2.68%
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TOTAL EXPENDITURES - ALL FUNDS	\$ 32,577,933.00	\$ 1,407,054.00	\$ 1,735,667.96	5.33%	2.68%
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**STAFFING REPORT
SEPTEMBER 25, 2023**

HIRES / CHANGES	Employee Leaving Position	New Employee in Position	hours per day / % of empl	Term of Employment	Position

OPEN POSITIONS	Position	Term of Employment	hours per day / % of empl	Reason for opening	
Teacher	HS English Teacher/ Library Media Specialist	2023-24 school year	100%	Cara Fitzgerald resignation	LTS - reorganized positions
Support Staff	Special Education Asst	2023-24 school year	5 hours/day	Jennifer Sies resignation	
Support Staff	Bus Route Driver	2022-23 school year	am / pm route	Richard Heimann resignation	reorganized routes
Coach	HS Asst Football Coach	2023 Fall Season	varies	Jeff Winden coaching resignation	not filled
Coach	MS Volleyball Coach	2023 Fall Season	varies	Janna Legros coaching resignation	not filled
Coach	MS Girls Basketball Coach	2023-24 Winter Season	varies	Kris Endicott coaching resignation	
Coach	MS Girls Basketball Coach	2023-24 Winter Season	varies	Hannah Mielke coaching resignation	
Coach	MS Boys Basketball Coach	2023-24 Winter Season	varies	Rudi Feller coaching resignation	
Coach	MS Boys Basketball Coach	2023-24 Winter Season	varies	Tyler Ballweg coaching resignation	on hold

- 5. Donations
- B. Discuss Item(s) Removed From Consent Agenda
- V. **COMMITTEE UPDATES**
 - A. Policy, Communication & Advocacy
 - B. Handbook and Personnel
 - C. Budget
 - D. Curriculum, Sports & Co-Curricular
 - E. Facilities, Transportation & Technology
- VI. **DISCUSSION AND POSSIBLE ACTION ITEMS**
 - A. **NEOLA Policy Updates**
 - 1. PO0142.1 - Electoral Process

36



Book	Policy Manual
Section	Policies Ready for Full Board
Title	ELECTORAL PROCESS
Code	po0142.1
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	April 11, 2022

0142.1 - **ELECTORAL PROCESS**

~~Members of the Board elections are held annually during the spring election on the first Tuesday in April in a manner that is consistent with State law.~~

Declaration of Candidacy

Any qualified elector desiring election to the Board must file a Declaration of Candidacy with the Board Clerk, using forms provided by the District, no later than 5:00 P.M. on the first Tuesday in January. Qualified candidates shall then be placed on the ballot.

Incumbent Board members may file a Declaration of Non-Candidacy by 5:00 P.M. on the 2nd Friday preceding the deadline for filing ballot access documents, as specified in the preceding paragraph, to avoid an extension of time for filing such papers.

If an incumbent fails to file a Declaration of Candidacy ~~and nomination papers~~ by the 5:00 P.M. deadline on the first Tuesday in January, candidates may file a Declaration of Candidacy ~~and nomination papers~~ within seventy-two (72) hours following the original Tuesday deadline

~~In addition, if an incumbent file written notification that the incumbent is not a candidate for reelection to their office or fails to file a declaration of candidacy within the time prescribed by this paragraph, the District Clerk shall promptly provide public notice of that fact on the District's website or, if the District does not maintain a website, by posting notices in at least three (3) different locations within the District.~~

The order of names on the ballot shall be determined by lot, in the event more than one (1) person seeks office from a representative area.

Declaration of Non-Candidacy

If an incumbent files a Declaration of Non-Candidacy no later than 5:00 P.M. on the 2nd Friday preceding the Tuesday deadline, there is no extension of the Tuesday deadline.

When the first Tuesday in January is a holiday the deadline becomes 5:00 P.M. the next day.

~~In addition, if an incumbent files written notification that the incumbent is not a candidate for reelection to their office or fails to file a declaration of candidacy within the time prescribed by this bylaw, the District Clerk shall promptly provide public notice of that fact on the District's website or, if the District does not maintain a website, by posting notices in at least three (3) different locations within the District.~~

120.06 (1), ~~10.68 (5)(2b)~~, Wis. Stats.

120.06 (6)(b), Wis. Stats.

120.06(6)(b)3m, Wis. Stats.

Revised 2/1/21

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Legal 120.06 (1), 10.68 (5)(2b), Wis. Stats.
 120.06 (6)(b), Wis. Stats.
 120.06(6)(b)3m, Wis. Stats.



Book	Policy Manual
Section	Policies Ready for Full Board
Title	PUBLIC EXPRESSION OF BOARD MEMBERS
Code	po0143.1
Status	Full Board Review
Adopted	March 13, 2017

Revised Bylaw - Vol. 32, No. 2

0143.1 - PUBLIC EXPRESSION OF BOARD MEMBERS

The Board President functions as the official spokesperson for the Board.

From time-to-time, however, individual Board members make public statements, or statements to individuals, on school matters:

- A. to local media;
- B. on social media;
- C. to members of the community;
- D. to local officials and/or State officials.

Sometimes the public statements, or statements to individuals, by Board members imply, or the readers (listeners) infer, that the opinions expressed or statements made are the official positions of the Board. The misunderstandings that can result from these incidents may cause issues for the member, the Board, as well as the District. Therefore, Board members should, when writing or speaking on school matters on social media, to the media, members of the community, legislators, and other officials, make it clear that their views do not necessarily reflect the views of the Board or of their colleagues on the Board.

This bylaw shall apply to all statements and/or writings by individual Board members not explicitly sanctioned by a majority of its members, except as follows:

- A. correspondence, such as legislative proposals, when the Board member has received official guidance from the Board on the matters discussed in the letter
- B. routine, not for publication, correspondence of the District Administrator and other Board employees
- C. routine "thank you" letters of the Board
- D. statements by Board members on ~~nonschool~~non-school matters (providing the statements do not identify the author as a member of the Board)
- E. personal statements not intended for publication

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	CONFLICT OF INTEREST
Code	po0144.3
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	October 11, 2021

0144.3 - **CONFLICT OF INTEREST**

Board members shall perform their official duties in an ethical manner and free from conflict of interest pursuant to 19.59, Wis. Stats. To this end:

- A. no Board member shall use ~~his/her~~ their position as a Board member to obtain financial gain or anything of substantial value for ~~himself/herself~~ themselves, immediate family as defined in 19.42(7), Wis. Stats., or any organization with which ~~s/he~~ the Board member is associated;
 - B. no Board member shall accept any offer of anything of value from a person either directly or indirectly, nor shall solicit or accept anything of value, if it could be reasonably expected to influence the Board member's actions;
 - C. no Board member shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with ~~his/her~~ the Board member's duties and responsibilities in the school system and as a public officer;
 - D. when a member of the Board determines that the possibility of such a personal or financial interest conflict exists, ~~s/he~~ the Board member should, prior to the matter being considered, disclose ~~his/her~~ their interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon. In the event that the potential conflict involves a program or activity in whole or in part financed through Federal grant funds, the potential conflict of interest must be disclosed to the Federal granting agency consistent with the requirements of the particular granting agency;
 - E. Board members shall also perform their duties in a manner that does not violate criminal conflict of interest laws pursuant to 946.13, Wis. Stats. by having a private pecuniary interest in a contract with the District in an amount that exceeds \$15,000 annually or by participating in making or performing some function as a Board member with respect to a contract in which the Board member has a private pecuniary interest, unless statutory exceptions apply;-
- ¶No member of the Board shall hold a paid position within the School District, regardless of the type or level of position or manner of pay. (↔)However, a Board member may serve as a volunteer coach or supervisor of an extra-curricular activity if the provision of 120.20, Wis. Stats., (↔)Policy 8120 - Volunteers, and this policy are satisfied.

G. 19.59, Wis. Stats.

120.20, Wis. Stats.

946.13, Wis. Stats.

Revised 6/22/20

Revised 2/1/21

© Neola ~~2021~~2023

Legal
19.42(7), Wis. Stats.
19.59, Wis. Stats.
946.13, Wis. Stats.

4. PO0164 - Meetings (NEW BYLAW)

44



Book	Policy Manual
Section	POlicies Ready for Full Board
Title	New Bylaw - MEETINGS
Code	po0164 New
Status	Full Board Review

New Bylaw - Vol. 32, No. 2

0164 - MEETINGS

Regular Meetings

The Board shall hold a meeting at least once each month on a date and at a time and place determined annually by a resolution of the Board.

Change of Regular Meetings

If the Board adopts a resolution changing the date, time, or place of a regularly-scheduled meeting, the meeting notice shall state the date, time, place, and subject matter of the rescheduled meeting, as well as the name and address of the District. Said notice shall be posted at the school office and at such places as the Board may determine. Meeting notices of scheduled Board meetings shall be posted in accordance with State law. (see also Policy 0166 - Agenda)

Special Meetings

A special meeting of the Board shall be held upon the written request of any Board member provided there is compliance with the following notice provisions and State law.

The School District Clerk or, in the School District Clerk's absence, the President shall fix a reasonable date, time, and place for the meeting. The School District Clerk or, in the School District Clerk's absence, the President shall notify each Board member of the date, time, and place of the meeting, in a manner likely to give the Board member notice of the meeting, at least twenty-four (24) hours before the meeting. If the School District Clerk or, in the School District Clerk's absence, the President determines that providing notice at least twenty-four (24) hours before a special Board meeting is, for good cause, shown by the School District Clerk or President, impossible or impractical, the School District Clerk or President may notify each Board member of the date, time, and place of the meeting less than twenty-four (24) hours, but not less than two (2) hours, before the meeting. A notice of any special meeting shall be posted at least twenty-four (24) hours before said special meeting at the District office and such other places as the Board may determine unless, for good cause, such notice is impossible or impracticable, but in no case may the notice be less than two (2) hours in advance of the meeting.

A special meeting may be held without prior notice if all Board members are present and consent, or if each member consents in writing even if the Board member does not attend, provided appropriate notice is provided as defined under Chapter 19.

The District Administrator and those administrators directed by the District Administrator shall attend all meetings, when feasible. Administrative participation shall be by professional counsel, guidance, and recommendation - as distinct from deliberation, debate, and voting of Board members.

Notice of Meetings

Public notice of all Board meetings, shall be given pursuant to statute. Such notice shall be given, without cost, to any news media which submits a written request for meeting notices and to a news medium likely to give notice in the District's geographic area. In addition, such notice shall be made public in at least one (1) of the following ways:

- A. posting the notice in at least three (3) public places likely to give notice to persons affected;
- B. posting the notice in at least one (1) public place likely to give notice to persons affected and on the governmental body's website; or

C. by paid publication in a news medium likely to give notice to persons affected.

The notice shall list the date, time, place, and subject matter of each regularly scheduled meeting of the Board, including subjects intended for the consideration at any closed session, in the form which is reasonably likely to inform members of the public and the news media. To assure that notice of a meeting is specific enough to apprise the public of the purpose of the meeting, the following factors shall be considered: (1) the time and effort required to provide detailed notice; (2) the level of public interest in the particular subject; and (3) whether the meeting will involve routine or novel issues. The notice shall contain the name and address of the District and its telephone number. The notice shall be given at least twenty-four (24) hours prior to the meeting unless for good cause such notice is impossible or impractical, but in no case may the notice be less than two (2) hours in advance of the meeting.

The notice shall also contain the following statement:

"Upon request to the District Office, submitted twenty-four (24) hours in advance, the District shall make reasonable accommodation including the provision of informational material in an alternative format for a disabled person to be able to attend this meeting."

Cancellation of Meetings

If a regularly scheduled and legally noticed meeting needs to be canceled (e.g., inclement weather, electrical outage, broken water pipe, lack of quorum, etc.), the Board President or designee shall have the authority to cancel or reschedule the meeting. To the extent practical, a notice of cancellation should be provided, similar to the notice of the meeting.

Virtual Participation in Meetings

Unless otherwise determined by the Board or due to an order by an authorized authority preventing in-person attendance at a meeting, Board members are expected to attend meetings in person at the location set by the Board for the meeting. A Board member may attend virtually in instances where a member is unable to attend in person due to a scheduled absence from the District or due to a physical restriction preventing attendance. The Board member is responsible for making advance arrangements with the District administration to facilitate participation in the meeting.

Any Board member attending a meeting remotely may vote in accordance with Bylaw 0167.1 – Voting.

Board members are not provided with technology to facilitate remote Board attendance unless the Board authorizes such expenditure.

Any Board member attending a meeting or who intended to attend a meeting remotely but is unable to attend or unable to maintain attendance due to technological complications, such as a poor connection or other equipment failures, will be considered absent for all or part of the meeting. The meeting may continue in the member's absence provided that a quorum is still present.

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Legal	19.84, Wis. Stats.
	120.11, Wis. Stats.
	985.05(3), Wis. Stats.

5. PO0164.1 - Regular Meetings (**RESCIND**)

47



Book	Policy Manual
Section	Policies Ready for Full Board
Title	CALL - REGULAR MEETINGS
Code	po0164.1 Rescind
Status	Full Board Review
Adopted	March 13, 2017

~~0164.1 -~~ **CALL - REGULAR MEETINGS**

~~The Board shall hold a meeting at least once each month on a date and at a time and place determined annually by a resolution of the Board~~

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6. PO0164.2 - Call and Notice - Special Meetings (RESCIND)

49



Book	Policy Manual
Section	Policies Ready for Full Board
Title	CALL AND NOTICE - SPECIAL MEETINGS
Code	po0164.2 Rescind
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	September 28, 2020

~~0164.2~~ **CALL AND NOTICE – SPECIAL MEETINGS**

~~A special meeting of the Board shall be held upon the written request of any Board member provided there is compliance with the following notice provisions and State law.~~

~~The School District Clerk or, in the School District Clerk's absence, the President shall fix a reasonable date, time, and place for the meeting. The School District Clerk or, in the School District Clerk's absence, the President shall notify each Board member of the date, time, and place of the meeting in a manner likely to give the Board member notice of the meeting, at least twenty-four (24) hours before the meeting. Said notice shall state the date, time, place, and subject matter of such special meeting, as well as the name and address of the District. If the School District Clerk or, in the School District Clerk's absence, the President determines that providing notice at least twenty-four (24) hours before a special Board meeting is, for good cause, shown by the School District Clerk or President, impossible or impractical, the School District Clerk or President may notify each Board member of the date, time, and place of the meeting less than twenty-four (24) hours, but not less than two (2) hours, before the meeting. A notice of any special meeting shall be posted at least twenty-four (24) hours before said special meeting at the District office and such other places as the Board may determine unless for good cause such notice is impossible or impracticable, but in no case may the notice be less than two (2) hours in advance of the meeting.~~

~~A special meeting may be held without prior notice if all Board members are present and consent or if each member consents in writing even if s/he does not attend, provided appropriate notice is provided as defined under Chapter 19.~~

~~The District Administrator shall attend all meetings, when feasible. Administrative participation shall be by professional counsel, guidance, and recommendation – as distinct from deliberation, debate, and voting of Board members.~~

~~Revised 10/9/17~~

~~Revised 10/8/18~~

~~Revised 6/22/20~~

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Legal	19.84(3), Wis. Stats.
	120.11(2), Wis. Stats.
	120.43(2), Wis. Stats.

7. PO0165.1 - Notice of Meetings (RESCIND)

51



Book	Policy Manual
Section	Policies Ready for Full Board
Title	NOTICE OF MEETINGS
Code	po0165.1 Rescind
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	April 11, 2022

0165.1—NOTICE OF MEETINGS

Public notice of all Board meetings shall be given pursuant to statute. Such notice shall be given, without cost, to any news media which submits a written request for meeting notices and to a news medium likely to give notice in the District's geographic area. In addition, such notice shall be made public in at least one of the following ways:

- A. posting the notice in at least three (3) public places likely to give notice to persons affected;
- B. posting the notice in at least one (1) public place likely to give notice to persons affected and on the governmental body's website; or
- C. by paid publication in a news medium likely to give notice to persons affected.

The notice shall list the date, time, place, and subject matter of each regularly-scheduled meeting of the Board, including subjects intended for the consideration at any closed session, in the form which is reasonably likely to inform members of the public and the news media. To assure that notice of a meeting is specific enough to apprise the public of the purpose of the meeting, the following factors shall be considered: 1) the time and effort required to provide detailed notice; 2) the level of public interest in the particular subject, and 3) whether the meeting will involve routine or novel issues. The notice shall contain the name and address of the District and its telephone number. The notice shall be given at least twenty-four (24) hours prior to the meeting unless for good cause such notice is impossible or impractical, but in no case may the notice be less than two (2) hours in advance of the meeting.

The notice shall also contain the following statement:

"Upon request to the District Office, submitted twenty-four (24) hours in advance, the District shall make reasonable accommodation including the provision of informational material in an alternative format for a disabled person to be able to attend this meeting."

Revised 9/9/19

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Legal	19.84, Wis. Stats.
	120.11(4), Wis. Stats.
	985.05(3), Wis. Stats.

8. PO0165.2 - Change of Regular Meetings (RESCIND)

53



Book	Policy Manual
Section	POLICIES Ready for Full Board
Title	NOTICE - CHANGE OF REGULAR MEETINGS
Code	po0165.2 Rescind
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	December 5, 2022

~~0165.2~~ **NOTICE—CHANGE OF REGULAR MEETINGS**

~~If the Board adopts a resolution changing the date, time, or place of a regularly-scheduled meeting, the meeting notice shall state the date, time, place, and subject matter of the rescheduled meeting, as well as the name and address of the District. Said notice shall be posted at the school office and at such places as the Board may determine. Meeting notices of scheduled Board meetings shall be posted in accordance with State law. (see also Policy 0166 – Agenda)~~

~~T.C. 10/11/21~~

~~T.C. 12/5/22~~

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	INCAPACITY OF THE DISTRICT ADMINISTRATOR
Code	po1260
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	September 28, 2020

1260 - **INCAPACITY OF THE DISTRICT ADMINISTRATOR**

It is the duty of the Board to appoint an interim District Administrator by a majority vote of the Board upon a determination that the District Administrator is incapacitated in such a manner that s/he is the District Administrator is unable to perform the duties of his/her the office. Until such appointment, the Board President shall have the authority to take or delegate necessary administrative actions on behalf of the District.

The Board shall fix the compensation of the interim District Administrator who shall serve, pending further determination of the District Administrator's ability to perform assigned duties and functions, or until the District Administrator's employment ends and a new District Administrator assumes office. S/HeThe interim District Administrator shall perform all of the duties and functions of the District Administrator, and may be removed at any time using the procedures set forth in Policy 3140 - Non-Renewal, Resignation, and Termination.

The Board will exercise its authority under law to determine the incapacity of the District Administrator and to place the District Administrator him/her on leave for a physical or mental condition that affects the District Administrator's ability to perform assigned duties in conformance with the law. The Board may require that the District Administrator submit to an appropriate examination by a healthcare provider of the District Administrator's choice, a healthcare provider designated and compensated by the District, or both.

If the Board determines that the District Administrator is unable to perform the duties of his/her office, s/he may at his/her request, be placed on sick leave, with pay, not to exceed the amount of his/her accumulated but unused sick leave and any advancement of such sick leave which may be authorized by the Board. The District Administrator may also make use of the provisions of the Family Medical Leave Act, as appropriate.

The foregoing leave shall not extend beyond the contract or term of office of the District Administrator.

The District Administrator shall, upon request to the President of the Board, be returned to active duty status, unless the Board denies the request within ten (10) days of receipt of the request. The Board may require the District Administrator to establish to its satisfaction that they are capable of resuming such duties on a full-time basis.

The Board may demand that the District Administrator return to active service upon medical documentation that the District Administrator is able to resume the position's duties.

The District Administrator may request a hearing before the Board on any action taken under this policy.

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10. PO1421 - Criminal History Record Check and Employee Self-Reporting Requirements

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENTS
Code	po1421
Status	Full Board Review
Adopted	December 5, 2022

1421 - **CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENTS**

Criminal History Record Check

To more adequately safeguard students and staff members, the Board requires an inquiry into the background of each applicant the District Administrator recommends for employment on the District's administrative staff. Any contracts with outsourced services, employment agencies, or temporary services must require such providers to conduct and retain a criminal history record check of individuals providing service to the District.

Such an inquiry shall also be made for substitutes who may be employed by the District and for volunteers assisting District staff.

The District Administrator shall establish the necessary procedures for obtaining any criminal history on the applicant.

Should it be necessary to employ a person in order to maintain continuity of the program prior to receipt of the report, the District Administrator may employ the person on a provisional basis until the report is received.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications.

Employee Self-Reporting Requirement

All District employees shall notify the District Administrator as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any criminal or municipal offense.

The District Administrator, as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication shall notify the Board President for any criminal or municipal offense.

~~The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses (e.g. non-moving violations, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking). However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension or any moving violation must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.~~

The requirement to report a conviction or deferred adjudication applies to major traffic offenses (e.g., operating under the influence of an intoxicant or other drug, reckless driving, operating after suspension/revocation, failure to report an accident, refusal to take a breath test). Minor traffic offenses (e.g., non-moving violations, speeding, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking) do not need to be reported.

However, if an employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff, other than the staff member's own family, in any vehicle they must report any traffic offense (not including parking tickets).

Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.

Legal

111.335, Wis. Stats.

11. PO1623 - Section 504/ADA Prohibition Against Disability
Discrimination in Employment (**RESCIND**)

60



Book	Policy Manual
Section	Policies Ready for Full Board
Title	SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po1623 Rescind
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	June 6, 2023

~~1623—SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT~~

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

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

Definitions

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

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

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

Respondent: is the individual who is alleged to have engaged in discrimination/retaliation, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

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

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

An individual with a disability means a person who has, has a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities.

Major Life Activities

Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

Impairment That Substantially Limits a Major Life Activity

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

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

Qualified Individual with a Disability

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

Reasonable Accommodation

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

Facilities

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

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

District Compliance Officers

The Board designates the following individual(s) to serve as the District's 504 CO(s)/ADA Coordinator(s) (hereinafter referred to as the "COs").

Jen Talarczyk
Director of Student Services
1701 2nd Street
New Glarus, WI 53574
608-527-2410

Nita Duerst
Director of Human Resources
1701 2nd Street
New Glarus, WI 53574
608-527-2410

Anthony Edge
Assistant Principal & Curriculum Director
1701 2nd Street
New Glarus, WI 53574
608-527-2410

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

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

The COs will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or, if appropriate appoint/designate another individual to serve as CO for the complaint regarding a CO.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. (See Complaint Procedure below.)

Complaint Procedures

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

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

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

Internal Complaint Procedure

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

- I. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the CO.
- II. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the CO. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the Complainant or someone authorized to sign for the Complainant, describe the alleged discriminatory action in sufficient detail to inform the CO of the nature and date of the alleged violation and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the CO for good cause.
- III. The CO will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The CO will provide the Complainant with a written disposition of the complaint within ten (10) days. If no decision is rendered within ten (10) business days, or the decision is unsatisfactory in the opinion of the Complainant, the employee may file, in writing, an appeal with the District Administrator. The CO shall maintain the District's files and records relating to the complaint.
- IV. The District Administrator will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The District Administrator will render his/her decision within ten (10) days of the hearing.

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

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

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

OCR Complaint

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

U.S. Department of Education Office for Civil Rights Citigroup Center
500 W. Madison Street Suite 1475
Chicago, IL 60661

(312) 730-1560
FAX: (312) 730-1576
TDD: (877) 521-2172
E-mail: OCR.Chicago@ed.gov

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the District's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

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

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and any relevant codes of conduct.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

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

Retaliation

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

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

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

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

Education and Training

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

Retention of Investigatory Records and Materials

The CO is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and

electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

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

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, such as student records and confidential medical records.

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

Revised 10/8/18
 Revised 10/11/21
 T.C. 6/6/23

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



Book	Policy Manual
Section	Policies Ready for Full Board
Title	FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")
Code	po1630.01
Status	Full Board Review

1630.01 - FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

Introduction

In accordance with Federal and State law, the Board will provide family and medical leave to administrative staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. ~~All full-time instructional staff members are deemed to meet the 1,250-hour requirement.~~

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depend upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member has assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for ~~himself/herself~~themselves due to a physical or mental disability or, for leave under State law only, unable to care for ~~himself/herself~~themselves due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the staff member is requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or

marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of his/her the position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for his/her their own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, the staff members/he is entitled to a total of twelve (12) work weeks of leave in a calendar year for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he the staff member is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of his/her the natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The staff member or his/her family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the WFMLA, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with his/her their supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her their supervisor in order to work out a treatment schedule which best suits his/her the staff member's needs, as well as the District's.

If a staff member must take more leave than originally anticipated, s/he the staff member must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to his/her their own serious health condition or the serious health condition of his/her the staff member's spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and his/her their rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that s/he the staff member notifies his/her their supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable him/her the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

When leave is governed only by the FMLA intermittent or reduced ⁶⁹ schedule leave to be with the employee's newborn child, or after the placement of a child with the employee for adoption or foster care, requires the District's agreement, unless the intermittent or

reduced schedule leave is due to a serious health condition. Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which ~~s/he~~the staff member is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member may use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which ~~s/he have~~the staff member has earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying ~~his/her~~their portion of health insurance premiums regardless of whether ~~his/her~~family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health

insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position ~~s/he~~ they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if ~~s/he~~ they had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, ~~s/he~~ the staff member is not entitled to be reinstated.

A staff member who exceeds ~~his/her~~ their FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify ~~his/her~~ their supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided ~~s/he~~ the staff member has the present skill and ability to perform the essential functions of ~~his/her~~ their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of ~~his/her~~ their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, ~~s/he~~ they must present certification to return to work to ~~his/her~~ their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job-related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, ~~s/he~~ the staff member may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform ~~his/her~~ their duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member.

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Legal

- 29 U.S.C. 2601 et. seq.
- 29 C.F.R. Part 825
- 103.10, Wis. Stats.
- Wis. Admin. Department of Workforce Development (DWD) 225
- National Defense Authorization Act of 2010



Book	Policy Manual
Section	POLICIES Ready for Full Board
Title	SELECTION OF INSTRUCTIONAL MATERIALS AND EQUIPMENT
Code	po2521
Status	Full Board Review
Adopted	March 13, 2017

2521 - **SELECTION OF INSTRUCTIONAL MATERIALS AND EQUIPMENT**

The Board of Education shall provide instructional materials and equipment, within budgetary constraints, to implement the District's educational goals and objectives and to meet students' needs. The primary objective of such instructional materials and equipment shall be to enrich, support, and implement the educational program of the school.

For purposes of this policy, the term "instructional materials" is defined as supplemental books, readings, activities, online resources, and media distributed by a classroom teacher to students for the purpose of teaching the course content in accordance with the Board-approved course of study (~~see Policy 2220 – Adoption of Courses of Study~~). Textbooks, as defined in Policy 2510 - Adoption of Textbooks, are not included in this definition or policy. Learning assessment materials designed or selected by the teacher, such as quizzes, tests, exams, worksheets, lesson plans, homework assignments, and the like, are not selected by the Board and therefore not considered instructional materials for purposes of this policy.

The term "instructional equipment" is defined as tools and apparatus used by a classroom teacher for the purpose of conveying the course content or by a student for the purpose of learning the course content. Examples of instructional equipment include, but are not limited to, computing devices, projectors, screens, smartboards, chalkboards/whiteboards, televisions, DVD/video players, overhead projectors, calculators, maps, microscopes, scientific laboratory items, balls, physical activity equipment, musical equipment, career and technical education tools and appliances, art apparatus such as kilns and easels, and the like. Expendable supplies with an expected lifespan of a school year or less, and purchased with a corresponding WUFAR accounting code in accordance with DPI regulations, are not considered instructional equipment.

Any concerns by the public regarding instructional materials and equipment shall be reviewed in accordance with Policy 9130 - Public Requests, Suggestions, or Complaints.

The Board does not discriminate on the basis of any characteristic protected under State or Federal law including, but not limited to race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes") in its selection of instructional materials and equipment.

The District Administrator shall develop a process for the selection and maintenance of all educational and instructional materials and equipment.

Students shall be held responsible for the cost of replacing any materials or properties which are lost or damaged through their negligence.

118.13, 120.13(5), 121.02(1)(h), Wis. Stats.

P.I. 9, 41, Wis. Adm. Code

Fourteenth Amendment, U.S. Constitution

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

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

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

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

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

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

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Legal

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

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

118.13, 120.13(5) Wis. Stats.

P.I. 9, 41, Wis. Adm. Code

Fourteenth Amendment, U.S. Constitution

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

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

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

14. PO3121 - Criminal History Record Check and Employee Self-Reporting Requirement

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENT
Code	po3121
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	December 5, 2022

3121 - **CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENTS**

Criminal History Record Check

To more adequately safeguard students and staff members, the Board of Education requires an inquiry into the background of each applicant the District Administrator recommends for employment on the District's professional staff. Any contracts with outsourced services, employment agencies or temporary services must require such providers to conduct and retain a criminal history record check of individuals providing service to the District.

Such an inquiry shall also be made for substitutes who may be employed by the District and for volunteers assisting District staff.

The District Administrator shall establish the necessary procedures for obtaining any criminal history on the applicant.

Should it be necessary to employ a person in order to maintain continuity of the program prior to receipt of the report, the District Administrator may employ the person on a provisional basis until the report is received.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications.

Employee Self-Reporting Requirement

All District employees shall notify the District Administrator as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any criminal or municipal offense.

~~The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses (e.g. non-moving violations, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking). However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension or any moving violation must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.~~

The requirement to report a conviction or deferred adjudication applies to major traffic offenses (e.g., operating under the influence of an intoxicant or other drug, reckless driving, operating after suspension/revocation, failure to report an accident, refusal to take a breath test). Minor traffic offenses (e.g., non-moving violations, speeding, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking) do not need to be reported.

However, if an employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff, other than the staff member's own family, in any vehicle they must report any traffic offense (not including parking tickets).

Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.

Revised 2/1/21

Legal

111.335, Wis. Stats.

15. PO3123 - Section 504/ADA Prohibition Against Disability
Discrimination in Employment (**RESCIND**)

80



Book	Policy Manual
Section	Policies Ready for Full Board
Title	SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po3123 Rescind
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	June 6, 2023

~~3123—SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT~~

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

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

Definitions

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

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

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

~~**Respondent:** is the individual who is alleged to have engaged in discrimination/retaliation, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.~~

~~**District community:** means students, District employees (i.e., administrators, and professional and support staff), and Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~

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

~~**An individual with a disability** means a person who has, has a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities.~~

Major Life Activities

~~Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.~~

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

Impairment That Substantially Limits a Major Life Activity

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

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

Qualified Individual with a Disability

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

Reasonable Accommodation

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

Facilities

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

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

District Compliance Officers

The Board designates the following individual(s) to serve as the District's 504 CO(s)/ADA Coordinator(s) (hereinafter referred to as the "COs").

Jen Talarczyk
Director of Student Services
1701 2nd Street
New Glarus, WI 53574
608-527-2410

-
Nita Duerst
Director of Human Resources
1701 2nd Street
New Glarus, WI 53574
608-527-2410

-
Anthony Edge
Assistant Principal & Curriculum Director
1701 2nd Street
New Glarus, WI 53574
608-527-2410

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

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

The COs will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or, if appropriate appoint/designate another individual to serve as CO for the complaint regarding a CO.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. (See Complaint Procedure below.)

Complaint Procedures

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

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

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

Internal Complaint Procedure

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

- I. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the CO.
- II. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the CO. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the Complainant or someone authorized to sign for the Complainant, describe the alleged discriminatory action in sufficient detail to inform the CO of the nature and date of the alleged violation and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the CO for good cause.
- III. The CO will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The CO will provide the Complainant with a written disposition of the complaint within ten (10) days. If no decision is rendered within ten (10) business days, or the decision is unsatisfactory in the opinion of the Complainant, the employee may file, in writing, an appeal with the District Administrator. The CO shall maintain the District's files and records relating to the complaint.
- IV. The District Administrator will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The District Administrator will render his/her decision within ten (10) days of the hearing.

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

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

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

OCR Complaint

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

U.S. Department of Education Office for Civil Rights Citigroup Center
500 W. Madison Street Suite 1475
Chicago, IL 60661

(312) 730-1560
FAX: (312) 730-1576
TDD: (877) 521-2172
E-mail: OCR.Chicago@ed.gov

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the District's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

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

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and any relevant codes of conduct.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

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

Retaliation

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

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

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

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

Education and Training

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

Retention of Investigatory Records and Materials

The CO is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and

electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

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

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, such as student records and confidential medical records.

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

Revised 10/11/21
T.C. 6/6/23

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



Book	Policy Manual
Section	Policies Ready for Full Board
Title	STAFF DISCIPLINE
Code	po3139
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	April 22, 2019

3139 - **STAFF DISCIPLINE**

The Board retains the right and the responsibility to manage the workforce. When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline when ~~s/he deems~~ deemed appropriate; however, student performance on examinations may not form the basis for staff discipline. This policy does not cover decisions to terminate or nonrenew a staff member's employment or accepting a staff member's resignation (see Policy 3140 - Non-Renewal, Resignation, and Termination).

Investigation of Possible Criminal Activity

The District may be required to investigate potential wrongdoings on the part of its employees, and such wrongdoing in some cases may involve potential criminal conduct and/or co-occurring law enforcement investigation. Such investigations ~~may~~ still require that the employee truthfully answer questions relating to the activity, and refusal to answer may result in discipline up to and including termination. Employees required to respond to questions regarding potential criminal activity are permitted to do so without waiving any Constitutional rights against self-incrimination that may apply during the course of a criminal investigation. As appropriate, employees will be informed of this right, through what is often referred to as a "Garrity Warning". ~~Employees may be required to answer such questions. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee. In cases where this possible wrongdoing may involve criminal activity, the District shall inform~~ The Garrity Warning informs the employee that the employee is required to respond to questions posed during the investigation and that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. ~~Employees must also be informed that refusal to answer questions may be considered in determining discipline.~~

Staff may be disciplined for violations of Board policy or for other failures to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action that is otherwise in violation of law.

The District Administrator may issue discipline to staff members when ~~s/he deems~~ deemed appropriate. The level of discipline may range from oral reprimands to suspension ~~or termination~~ and may lead to termination consistent with Policy 3140 - Non-Renewal, Resignation, and Termination. ~~consistent with the process established for termination as set forth in Policy 3140.~~ The level of discipline shall be consistent with the seriousness of the offense as determined by the District Administrator.

Management efforts engaged to improve an employee's job performance or address specific performance concerns, including letters of direction, performance improvement plans, mandatory training, etc., are not disciplinary in nature and are not subject to this policy or to Policy 3340 - Grievance Procedure.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 3340.

Revised 10/8/18

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Legal 66.0509(1m)(a), Wis. Stats.

Franklin v. City of Evanston, 384 F.3d 838 (7th Cir. 2004)

Garrity v. New Jersey, 385 U.S. 493 (1967)



Book	Policy Manual
Section	Policies Ready for Full Board
Title	FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")
Code	po3430.01
Status	Full Board Review

3430.01 - FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

Introduction

In accordance with Federal and State law, the Board will provide family and medical leave to professional staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. ~~All full-time instructional staff members are deemed to meet the 1,250-hour requirement.~~

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depend upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member has assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for ~~himself/herself~~themselves due to a physical or mental disability or, for leave under State law only, unable to care for ~~himself/herself~~themselves due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the staff member is requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or

marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of his/her the position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for his/her their own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, the staff members/he is entitled to a total of twelve (12) work weeks of leave in a calendar year for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he the staff member is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of his/her the natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The staff member or his/her family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the WFMLA, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with his/her their supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her their supervisor in order to work out a treatment schedule which best suits his/her the staff member's needs, as well as the District's.

If a staff member must take more leave than originally anticipated, s/he the staff member must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to his/her their own serious health condition or the serious health condition of his/her the staff member's spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and his/her their rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that s/he the staff member notifies his/her their supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable him/her the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

When leave is governed only by the FMLA intermittent or reduced ⁹² schedule leave to be with the employee's newborn child, or after the placement of a child with the employee for adoption or foster care, requires the District's agreement, unless the intermittent or

reduced schedule leave is due to a serious health condition. Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which ~~s/he~~the staff member is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member may use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which ~~s/he have~~the staff member has earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying ~~his/her~~their portion of health insurance premiums regardless of whether ~~his/her~~family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health

insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position ~~s/he~~they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if ~~s/he~~they had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, ~~s/he~~the staff member is not entitled to be reinstated.

A staff member who exceeds ~~his/her~~their FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify ~~his/her~~their supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided ~~s/he~~the staff member has the present skill and ability to perform the essential functions of ~~his/her~~their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of ~~his/her~~their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, ~~s/he~~they must present certification to return to work to ~~his/her~~their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job-related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, ~~s/he~~the staff member may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform ~~his/her~~their duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member.

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Legal

- 29 U.S.C. 2601 et. seq.
- 29 C.F.R. Part 825
- 103.10, Wis. Stats.
- Wis. Admin. Department of Workforce Development (DWD) 225
- National Defense Authorization Act of 2010

18. PO4121 - Criminal History Record Check and Employee Self-Reporting Requirement

97



Book	Policy Manual
Section	Policies Ready for Full Board
Title	CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENT
Code	po4121
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	December 5, 2022

4121 - **CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENTS**

Criminal History Record Check

To more adequately safeguard students and staff members, the Board of Education requires an inquiry into the background of each applicant the District Administrator recommends for employment on the District's support staff. Any contracts with outsourced services, employment agencies or temporary services must require such providers to conduct and retain a criminal history record check of individuals providing service to the District.

Such an inquiry shall also be made for substitutes who may be employed by the District and for volunteers assisting District staff.

The District Administrator shall establish the necessary procedures for obtaining any criminal history on the applicant.

Should it be necessary to employ a person in order to maintain continuity of the program prior to receipt of the report, the District Administrator may employ the person on a provisional basis until the report is received.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications.

Employee Self-Reporting Requirement

All District employees shall notify the District Administrator as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any criminal or municipal offense.

~~The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses (e.g. non-moving violations, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking). However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension or any moving violation must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.~~

The requirement to report a conviction or deferred adjudication applies to major traffic offenses (e.g., operating under the influence of an intoxicant or other drug, reckless driving, operating after suspension/revocation, failure to report an accident, refusal to take a breath test). Minor traffic offenses (e.g., non-moving violations, speeding, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking) do not need to be reported.

However, if an employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff, other than the staff member's own family, in any vehicle they must report any traffic offense (not including parking tickets).

Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.

Legal

111.335, Wis. Stats.

19. PO4123 - Section 504/ADA Prohibition Against Disability
Discrimination in Employment (**RESCIND**)

100



Book	Policy Manual
Section	Policies Ready for Full Board
Title	SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po4123 Rescind
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	June 6, 2023

~~4123—SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT~~

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

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

~~Definitions~~

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

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

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

~~**Respondent:** is the individual who is alleged to have engaged in discrimination/retaliation, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.~~

~~**District community:** means students, District employees (i.e., administrators, and professional and support staff), and Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~

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

~~**An individual with a disability** means a person who has, has a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities.~~

~~Major Life Activities~~

~~Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.~~

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

Impairment That Substantially Limits a Major Life Activity

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

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

Qualified Individual with a Disability

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

Reasonable Accommodation

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

Facilities

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

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

District Compliance Officers

The Board designates the following individual(s) to serve as the District's 504 CO(s)/ADA Coordinator(s) (hereinafter referred to as the "COs").

Jen Talarczyk
Director of Student Services
1701 2nd Street
New Glarus, WI 53574
608-527-2410

-
Nita Duerst
Director of Human Resources
1701 2nd Street
New Glarus, WI 53574
608-527-2410

-
Anthony Edge
Assistant Principal & Curriculum Director
1701 2nd Street
New Glarus, WI 53574
608-527-2410

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

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

The COs will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or, if appropriate appoint/designate another individual to serve as CO for the complaint regarding a CO.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. (See Complaint Procedure below.)

Complaint Procedures

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

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

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

Internal Complaint Procedure

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

- I. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the CO.
- II. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the CO. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the Complainant or someone authorized to sign for the Complainant, describe the alleged discriminatory action in sufficient detail to inform the CO of the nature and date of the alleged violation and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the CO for good cause.
- III. The CO will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The CO will provide the Complainant with a written disposition of the complaint within ten (10) days. If no decision is rendered within ten (10) business days, or the decision is unsatisfactory in the opinion of the Complainant, the employee may file, in writing, an appeal with the District Administrator. The CO shall maintain the District's files and records relating to the complaint.
- IV. The District Administrator will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The District Administrator will render his/her decision within ten (10) days of the hearing.

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

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

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

OCR Complaint

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

U.S. Department of Education Office for Civil Rights Citigroup Center
500 W. Madison Street Suite 1475
Chicago, IL 60661

(312) 730-1560
FAX: (312) 730-1576
TDD: (877) 521-2172
E-mail: OCR.Chicago@ed.gov

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the District's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

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

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and any relevant codes of conduct.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

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

Retaliation

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

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

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

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

Education and Training

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

Retention of Investigatory Records and Materials

The CO is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and

electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

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

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, such as student records and confidential medical records.

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

Revised 10/11/21
T.C. 6/6/23

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



Book	Policy Manual
Section	Policies Ready for Full Board
Title	STAFF DISCIPLINE
Code	po4139
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	October 8, 2018

4139 - **STAFF DISCIPLINE**

The Board of Education retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline ~~except termination~~, when ~~s/he deems~~ deemed appropriate. This policy does not cover decisions to terminate a staff member's employment or accepting a staff member's resignation (see Policy 4140 - Termination and Resignation).

Investigation of Possible Criminal Activity

The District may be required to investigate potential wrongdoings on the part of its employees, and such wrongdoing in some cases may involve potential criminal conduct and/or co-occurring law enforcement investigations. Such investigations ~~may~~ still require that the employee answer questions relating to the activity and employees who refuse to answer such questions may be disciplined for failure to cooperate in the investigation. Employees required to respond to questions regarding potential criminal activity are permitted to do so without waiving any Constitutional right against self-incrimination that may apply during the course of a criminal investigation. Employees should be advised of this right, often referred to as a "Garrity Warning". ~~Employees may be required to answer such questions. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee. In cases where this possible wrongdoing may involve criminal activity, the District shall inform~~ The Garrity Warning informs the employee that the employee is required to respond to questions posed during the investigation and that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. ~~Employees must also be informed that refusal to answer questions may be considered in determining discipline.~~

Staff may be disciplined for violations of Board policy or for other failure to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action, or disciplinary action that is otherwise in violation of law.

The District Administrator may issue discipline to staff members when ~~s/he deems~~ deemed appropriate. The level of discipline may range from oral reprimands to suspension ~~or termination~~ and may lead to termination consistent with Policy 4140 - Termination and Resignation. The level of discipline shall be consistent with the seriousness of the offense as determined by the District Administrator.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 4340 - Grievance Procedure.

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Legal	66.0509(1m)(a), Wis. Stats. Franklin v. City of Evanston, 384 F.3d 838 (7th Cir. 2004) Garrity v. New Jersey, 385 U.S. 493 (1967)
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Book	Policy Manual
Section	Policies Ready for Full Board
Title	FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")
Code	po4430.01
Status	Full Board Review

4430.01 - FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

Introduction

In accordance with Federal and State law, the Board will provide family and medical leave to support staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. ~~All full-time instructional staff members are deemed to meet the 1,250-hour requirement.~~

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depend upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member has assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for ~~himself/herself~~themselves due to a physical or mental disability or, for leave under State law only, unable to care for ~~himself/herself~~themselves due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the staff member is requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or

marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of his/her the position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for his/her their own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, the staff members/he is entitled to a total of twelve (12) work weeks of leave in a calendar year for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he the staff member is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of his/her the natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The staff member or his/her family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the WFMLA, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with his/her their supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her their supervisor in order to work out a treatment schedule which best suits his/her the staff member's needs, as well as the District's.

If a staff member must take more leave than originally anticipated, s/he the staff member must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to his/her their own serious health condition or the serious health condition of his/her the staff member's spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and his/her their rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that s/he the staff member notifies his/her their supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable him/her the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

When leave is governed only by the FMLA intermittent or reduced schedule leave to be with the employee's newborn child, or after the placement of a child with the employee for adoption or foster care, requires the District's agreement, unless the intermittent or

reduced schedule leave is due to a serious health condition. Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which ~~s/he~~the staff member is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member may use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which ~~s/he have~~the staff member has earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying ~~his/her~~their portion of health insurance premiums regardless of whether ~~his/her~~family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health

insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position ~~s/he~~ they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if ~~s/he~~ they had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, ~~s/he~~ the staff member is not entitled to be reinstated.

A staff member who exceeds ~~his/her~~ their FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify ~~his/her~~ their supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided ~~s/he~~ the staff member has the present skill and ability to perform the essential functions of ~~his/her~~ their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of ~~his/her~~ their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, ~~s/he~~ they must present certification to return to work to ~~his/her~~ their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job-related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, ~~s/he~~ the staff member may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform ~~his/her~~ their duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member.

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Legal

- 29 U.S.C. 2601 et. seq.
- 29 C.F.R. Part 825
- 103.10, Wis. Stats.
- Wis. Admin. Department of Workforce Development (DWD) 225
- National Defense Authorization Act of 2010



Book	Policy Manual
Section	Policies Ready for Full Board
Title	NURSING MOTHERS
Code	po4430.05 Rescind
Status	Full Board Review
Adopted	March 13, 2017

4430.05 -- ~~NURSING MOTHERS~~

~~As required by the Fair Labor Standards Act (FLSA) it shall be the policy of the Board to support the decision of support staff members to breastfeed their infants by providing unpaid breaks for lactating employees to express breast milk for infants on District premises.~~

~~The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public can be prevented, and one where an employee who is using this area can be shielded from view.~~

~~Prior to returning to work from maternity leave, the employee shall notify her supervisor of her intent to continue breastfeeding her infant(s), and of her need to express milk during work hours. It shall be the responsibility of the employee to keep her supervisor informed of her needs in this regard throughout the period of lactation, or until such time as the child reaches the age of one.~~

~~The employee can express milk during regularly scheduled unpaid break periods. The building administrator or employee's supervisor shall make accommodation in the event that the time of regular breaks needs to be adjusted or, in the event that additional and/or longer unpaid breaks are needed. In the event that the number and duration of the unpaid breaks requires modification to the employee's work schedule, the building administrator or the employee's supervisor shall work with the employee to determine the necessary modifications.~~

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Legal 29 U.S.C. 207 (Section 4207)



Book	Policy Manual
Section	Policies Ready for Full Board
Title	OPEN ENROLLMENT PROGRAM (INTER-DISTRICT)
Code	po5113
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	December 5, 2022

5113 - **OPEN ENROLLMENT PROGRAM (Inter-District)**

The District will participate in the Wisconsin Public School Open Enrollment Program in accordance with applicable law and the relevant policies and rules of the District, all as amended from time-to-time.

DEFINITIONS

The following definitions will apply to the District's Open Enrollment Program.

A. Non-Resident District

A school district located in Wisconsin which is not a student's district of residence.

B. Non-Resident Student

A student who does not reside within the geographic boundaries of the District and who seeks admission to this District under the Open Enrollment Program.

C. Tuition Student

A non-resident student who attends school in the District and pays tuition in accordance with State law.

D. Full-Time Enrollment

A student is enrolled for the entire school day and receives all required education in this District.

E. Class Size

The District's determination of the maximum number of students who can be accommodated properly in a particular classroom without jeopardizing the quality of the instructional program and mitigating circumstances for a particular school, class, or program, including enrollment projections established by the District Administrator.

F. Program Size

The enrollment or size restrictions in a specific program within a class or building. The District reserves the exclusive right to establish program size and to limit enrollment based upon the capability to properly allocate available resources, create and maintain a proper learning environment, and comply with contracts, grants, and applicable laws and regulations.

G. Resident Student

A student who is a resident of this District and is consequently entitled to attend school in this District in accordance with Policy 5111 - Eligibility of Resident/Non-resident Students.

H. Absences (Excused and Unexcused)

See Policy 5200 - Attendance.

.. Truancy and Habitual Truancy

See Policy 5200 - Attendance.

. Part of the School Day

See Policy 5200 - Attendance.

h.. Tardiness

See Policy 5200 - Attendance.

FULL-TIME OPEN ENROLLMENT

A. Annual Space Determinations

During a January meeting, the Board shall establish the availability of space by determining the number of regular education and special education spaces in the schools, programs, classes, or grades. In setting space availability, the Board may choose to set no limitations or may set limits on availability using the following criteria:

1. District practices, policies, procedures, or other factors regarding class size ranges for particular programs or classes.
2. District practices, policies, procedures, or other factors regarding faculty-student ratio ranges for particular programs, classes, or buildings.
3. Enrollment projections, which account for factors that include but are not necessarily limited to, likely short and long-term economic development in the community, housing starts, current and future needs for special programs, laboratories, or other initiatives.

In establishing current enrollment numbers for open enrollment availability purposes, the Board does not guarantee open enrollment approvals to any non-resident students.

B. Processing of Open Enrollment Applications

A parent of a nonresident student may submit an application to attend school in the District during the applicable regular open enrollment period or through the alternative open enrollment process. The application must be submitted using the form designated by the Wisconsin Department of Public Instruction.

Upon receipt of an application, the District Administrator shall confirm that the application is complete or request that it be completed before being further considered.

Parents shall be notified of the determination on their applications on or before the first Friday following the first Monday in June following receipt of the application, or within the timeframe otherwise established by law. If approved, the parent shall be notified of the approval and the specific assignment within the District. If, upon enrollment, the student is appropriately placed in a different grade level, the student shall be so assigned unless applications for that grade level have been denied or there is no longer space available at that grade level.

Any notice of a decision to deny shall include the following:

1. Specific reason(s) for denial and whether the student has been placed on the waiting list.
2. Notice of the parents' right to appeal, the address to send the appeal, and information on where to locate the form required for appeal

Application of Space Determinations and Random Selection Process

If there are more applications than spaces, the Board will fill the available spaces by random selection. Random selection shall be conducted among the student applications for each grade level. The order of grade level selection shall also be randomly determined. The following considerations will be included in the random selection process:

1. Preferences
 - a. If the Board has not guaranteed approval in its determination of space availability to currently attending students, it shall grant preference to such students in the random selection process.
 - b. If the Board has not guaranteed approval in its determination of space availability to the siblings of currently attending students, it shall grant preference to such students in the random selection process.

If in any selection process there are more students eligible for preferred treatment than there are spaces

available, the Board shall conduct random selection from among the students granted preference. Both currently attending students and siblings of currently attending students who are not guaranteed approval shall be granted equal preference.

2. The sibling of a student selected in the random selection process shall be granted preference to any spaces available that the sibling has applied for, but the sibling may not be approved if there are no remaining spaces for the sibling.
3. The District will establish a numbered waiting list of all applicants. When all available slots have been filled by randomly selecting names from all applicants, the remaining names will be drawn randomly and placed on the waiting list in order of selection, with those students granted a preference under this policy to be included first on the waiting list in random order followed by any other student applicants in random order.

After the date specified in 118.51(3)(a)3., Wis. Stats., the nonresident school board may approve applications it had initially denied if any of the following cause spaces to become available:

- a. A parent notifies the nonresident school board that the student will not attend the nonresident school district.
- b. A parent fails to provide the notification accepting open enrollment as required in 118.51(3)(a)6., Wis. Stats.
- c. The Board determines that additional spaces have become available since its determination at the January Board meeting.

The District shall notify the parent of a student accepted from the waiting list of that student's eligibility to attend the District, unless the student has already enrolled in a different non-resident school district or has since become a resident of the District. The notice shall state the following:

- a. the school or program the student has been assigned to;
- b. a date, at least ten (10) calendar days from the date of the notice, by which the parent must accept the open enrollment approval. Failure to timely accept shall be considered rejection and the approval shall be considered rescinded.

C. Decisional Criteria for Non-Resident Applications

Decisions on non-resident open enrollment applications will be based only on the following criteria:

1. Space availability as defined in this policy.
2. Whether an applicant for a pre-kindergarten, four (4) year old kindergarten, early childhood or school operated day care program resides in a district which offers the program for which application is made.
3. Whether the nonresident student is currently under an order of expulsion for any reason; or has been expelled from any school district within the current school year or the two (2) preceding school years but the period of expulsion has ended, or is pending any disciplinary proceeding, based on any of the following activities:
 - a. Conveying or causing to be conveyed any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy school property by means of explosives.
 - b. Engaging in conduct while at school or under school supervision that endangered the health, safety, or property of others.
 - c. Engaging in conduct while not at school or while not under the supervision of a school authority that endangered the health, safety, or property of others at school or under the supervision of a school authority or of any school employee or Board member.
 - d. Possessing a dangerous weapon (as defined in 939.22(10), Wis. Stats.) while on school property or under school supervision.

Notwithstanding the Board's acceptance of a non-resident student's application, the Board may withdraw acceptance if, prior to the beginning of the first school year in which the non-resident student will attend a school in the District, the student is determined to fall under paragraph C. 3.

The Board may request a copy of a non-resident student's disciplinary records from the resident school board.

The resident board shall provide to the nonresident board a copy of any expulsion order or findings, a copy of any pending disciplinary proceedings, a written explanation of said proceeding, the length of the expulsion or possible outcomes of a pending proceeding, and/or such records as permitted by law.

4. Whether the special education program or related services described in the non-resident student's Individualized Education Program ("IEP") are available in the District. Whether a service is available depends on whether existing staff in the District are qualified to provide the service or whether the District has facilities and/or equipment required for the service. A service is not available in the District if that service is currently provided to resident students

through contract with a third party. Whether a service is available is not a function of whether there is space available in any program or service. A service may be unavailable even if no space limitations have been established.

5. Whether there is space available in the District to provide the special education or related services identified in the non-resident student's IEP, after consideration of class size limits, student-teacher ratios, and enrollment projections.
6. Whether the non-resident student has been referred to the non-resident student's resident board under 115.777(1), Wis. Stats. or identified by the non-resident student's resident school board under 115.77(1m)(a), Wis. Stats., but not yet evaluated by an individualized education program team.
7. If a non-resident student's IEP is developed or changed after starting in the District, and it is then discovered that the District does not have necessary programs available or does not have space in the special education program, the District may notify the student's parent and the student's resident board. If such notice is provided, the non-resident may be transferred to their resident school district.
8. If the Board has made a determination that a non-resident student attending the District under the Open Enrollment Program is habitually truant from the District during either semester of the current school year, the Board may prohibit the student from attending in the succeeding semester or school year, after complying with the requirements of PI 36.09(2).

The habitual truancy determination shall be made on the sole basis of enrollment in the non-resident district. Open enrollment may not be denied based on the student's truancy from any other district.

D. Reapplication Procedures

The Board will not require accepted non-resident students to reapply under the open enrollment policy as long as the student is continuously enrolled in the District.

E. Termination of Open Enrollment

If the Board determines that a student is habitually truant during either semester of the current school year, the Board may prohibit the nonresident student from attending in the succeeding semester or school year. The District Administrator shall assure compliance with DPI regulations pertaining to open enrollment termination found in Wis. Admin Code PI 36.09.

If the parent or nonresident student believes the student has been marked absent, tardy, or truant in error, the parent or student may contact the school attendance officer and provide a written explanation of the circumstances believed to be in error. The attendance officer shall review the matter and provide a response to the parent or student either correcting the attendance record, confirming the accuracy of the record, or requesting additional information upon which a decision will then be made. If additional information is requested, it must be provided within five (5) school days of the request or no additional information will be considered in the decision.

Open enrollment of a student in a virtual charter school may also be terminated if, on three (3) occasions during a single semester, the student has failed to respond to a school assignment or directive within five (5) school days not counting any days excused by the student's parents up to a maximum of ten (10) school days per year, and after each occurrence the virtual charter school notified the student's parents. After the third incident, the virtual charter school program shall notify the Board of the nonresident students failure to participate in the program. The Board may terminate the student's open enrollment.

F. Transportation

The parents of a student attending a non-resident school district will be solely responsible for providing transportation to and from the school site. The District will permit a non-resident student to ride District transportation if space is available on a regularly-scheduled bus route. The District will provide transportation for a non-resident student with an identified disability for whom transportation is required by the student's IEP.

The Board will not permit a neighboring District to bus resident students from within its boundaries for attendance at the non-resident neighboring District.

ALTERNATIVE APPLICATION PROCEDURES

The parent of a non-resident student who wishes to attend a school in the District may apply at any time throughout the year by submitting an application under the alternative application procedure if the student satisfies at least one (1) of the statutory criteria and has not applied to more than three (3) non-resident school districts.

Applications from a non-resident student under the alternative application procedures received after the Board's January meeting, at which it sets open enrollment space availability numbers for the subsequent year, may be approved for the current year if the Board has not imposed a space limitation for the student's current year grade level and also has not imposed a space limitation for the subsequent school year in the student's subsequent grade level. Alternative applications received prior to the 3rd Friday in September may be approved if the Board has approved all applications for that grade level that were received during the regular period, including the offer of enrollment to applicants placed on the waiting list, if any.

DELEGATION TO DISTRICT ADMINISTRATOR

The Board delegates to the District Administrator the authority to approve or deny open enrollment applications including under the alternative procedures consistent with the criteria in this policy and based on the Board's space determinations approved in January of each year.

~~ANNUAL REVIEW AND REVISION OF POLICY~~

~~The Board shall review its~~ If, in the course of reviewing the Board's Open Enrollment Program ~~annually~~, it opts to modify the policy, any changes shall be made by resolution and be adopted prior to the first application date of the open enrollment period to which the revisions shall apply.

General Provisions

- A. A student, who has been accepted under this program, who has not met the academic prerequisites for participation in a particular program in which the student wishes to enroll shall not be placed in that program.
- B. The District's Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity shall apply to all applicants under this program. In addition, the District will not discriminate on the basis of an applicant's intellectual, academic, artistic, athletic, or other ability, talent, or accomplishment, or based on a mental or physical disability, except as provided for in the statute authorizing this program.

Application of Emergency Orders

All timelines or other procedures described in this policy and in any implementing administrative guidelines are subject to modification in the event that the State or Federal government issues emergency or other temporary orders affecting any of the subject matter of this policy. The policy automatically incorporates the contents of any such order or proclamation, including any discretionary authority provided, and delegates by policy the authority to exercise that discretion to the District Administrator.

Revised 9/9/19
 Revised 6/22/20
 Revised 3/15/21
 Revised 4/11/22

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Legal 118.51, Wis. Stats.
 Wis. Adm. Code Ch. P.I. 36



Book	Policy Manual
Section	POLICIES Ready for Full Board
Title	ATTENDANCE
Code	po5200
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	June 26, 2023

5200 - **ATTENDANCE**

The Board will enforce regular student attendance in the District's program in which each student is enrolled as required pursuant to State law. Further, the Board recognizes that the District's educational program is predicated upon the participation of each student in the program of instruction in which the student is enrolled and required to attend. Student success requires continuity of instruction and program participation. For purposes of this policy, the regular period and hours of instruction including both those periods and hours a student's program require that they are in school as well as any attendance requirements defined as part of a course of virtual instruction, or a combination of the more than one type of instructional delivery.

All children between six (6) and eighteen (18) years of age shall attend school regularly during the full period and hours, religious holidays excepted, that the school in which the child is enrolled is in session until the end of the term, quarter, or semester of the school year in which the child becomes eighteen (18) years of age unless they fall under an exception under State law, this policy, or administrative guideline issued under this policy. A child who is enrolled in five (5) year-old kindergarten shall attend school regularly, religious holidays excepted, during the full period and hours that kindergarten is in session until the end of the school term.

Notification Required

The District Administrator shall require, from the parent of each student or from an adult student, who has been absent for any reason either a written or oral notification stating the reason for the absence and the time period covered by the absence-, except a parent-excused, pre-planned absence requires written or verbal notification as indicated below. The Board reserves the right to verify such statements and to investigate the cause of each:

- A. single absence;
- B. prolonged absence;
- C. repeated unexplained absence and tardiness.

School Attendance Officer

The District Administrator shall designate an administrator at each school to be the School Attendance Officer. The School Attendance Officer shall perform any duties and responsibilities as required by State law, this policy, and any administrative guidelines issued by the school. The duties of the School Attendance Officer shall include, but not be limited to, the following:

- A. Determining daily from attendance reports submitted by teachers which students enrolled in the school, or failed to fulfill the attendance requirements of a virtual instruction program component, are absent from school and whether the absence is excused.
- B. Submitting to the District Administrator, on or before August 1st of each year, a report of the number of students enrolled in the school who were absent in the previous year and whether the absences were excused. The District Administrator shall then submit this information to the State Superintendent.
- C. Providing student attendance information to individuals and agencies for purposes authorized by State law and the Board's Policy 8330 - Student Records.

Excused Absences

As required under State law, a student shall be excused from school for the following reasons:

A. Physical or Mental Condition

The student is temporarily not in proper physical or mental condition to attend a school program. Absences for this reason may be excused by oral or written notification to the attendance officer by the adult student or minor student's parent. The attendance officer in appropriate circumstances may require a written statement from a health care provider describing the condition and excusing the student for a period not to exceed thirty (30) days.

B. Obtaining Religious Instruction

To enable the student to obtain religious instruction outside the school during the required school period (see Policy 5223 - Absences for Religious Instruction).

C. ~~Permission of Parent~~ Parent-Excused Pre-Planned Absence

The student has been excused verbally or in writing by their parent before the absence for any ~~or no~~ reason. A student may not be excused for more than ten (10) days per school year under this paragraph and must complete any course work missed during the absence

D. Religious Holiday

For observance of a religious holiday consistent with the student's creed or belief.

E. Suspension or Expulsion

The student has been suspended or expelled.

F. Program or Curriculum Modification

The Board has excused the student from regular school attendance to participate in a program or curriculum modification leading to high school graduation or a high school equivalency diploma as provided by State law.

G. High School Equivalency – Secured Facilities

The Board has excused a student from regular school attendance to participate in a program leading to a high school equivalency diploma in a secured correctional facility, a secured child caring institution, a secure detention facility, or a juvenile portion of a county jail, and the student and the student's parent(s) agree that the student will continue to participate in such a program.

H. Child at Risk

The student is a "child at risk" as defined under State law and is participating in a program at a technical college on either a part-time or full-time basis leading to high school graduation, as provided under State law.

I. Election Day Official

A high school student, including students enrolled in private schools and students, enrolled in home-based private education, age sixteen (16) or seventeen (17) is permitted to be excused to serve as an election official provided that the following criteria are met: (1) the student has the permission of their parent to serve as an election official on election day; (2) the student has signed up and the municipal clerk has informed the principal that the student has been assigned to serve in this capacity; and (3) the student has at least a 3.0-grade point average or equivalent or has met alternative criteria established by Board, if any. The principal shall promptly notify the municipal clerk or the board of election commissioners of the municipality that appointed the child as an election official if the child no longer has at least a 3.0 grade point average or the equivalent, or no longer meets the established alternative requirements. A student's absence to serve as an election official under this policy shall be treated as an excused absence. Where possible students are encouraged to provide advance notice as much as possible. Students are responsible for completing any missed school work and responsible for making appropriate arrangements to do so.

J. Virtual Access

The student is unable to access virtual instruction programming due to a temporary disruption in the student's access to necessary technological systems (i.e. internet outage, computer failure, software malfunction, etc.) as communicated by the student's parent.

Unexcused Absences

Unexcused absences are absences from school for part or all of one (1) or more days from school without an acceptable excuse. Unexcused absences demonstrate a deliberate disregard for the educational program and are considered a serious matter.

Definitions

A. Truancy

A student will be considered truant if the student is absent part or all of one (1) or more days from school during which the School Attendance Officer, principal, or a teacher has not been notified of the legal cause of such absence by the parent of the absent student. A student who is absent intermittently for the purpose of defeating the intent of the Wisconsin Compulsory Attendance Statute 118.15, Wis. Stats., will also be considered truant.

B. Habitual Truant

A student will be considered a habitual truant if the student is absent from school without an acceptable excuse for part or all of five (5) or more days on which school is held during a school semester.

C. Part of a School Day

Part of a school day is any time period within a school day, which is from the time the first class period of that day begins until the end of the last class period of that day.

Tardiness/Late Arrival and Early Dismissal

It is necessary that a student be in attendance throughout the school day, or as required by the student's virtual instruction program, in order to benefit fully from the educational program of the District. Unless excused per this policy, tardiness, or late arrival, occurs when a student arrives at the student's registered class location after the bell that signals the start of the class period has sounded. Unless excused, early dismissal occurs when a student leaves the student's registered class location before the bell has rung signaling the end of the class period or the end of the school day. Tardiness and early dismissal can occur more than once per day. Tardiness and early dismissal constitute being absent for part of a school day.

The Board recognizes, however, that from time-to-time compelling circumstances require that a student be late to school or dismissed before the end of the school day.

Truancy Plan

The Board will issue a Truancy Plan based upon the recommendations of the County Truancy Committee convened under State law, the Board's policies and procedures, and applicable provisions of State law. The Board will review and, if appropriate, revise the Truancy Plan at least once every two (2) years.

The Truancy Plan will include, at a minimum, the following:

- A. procedures to be followed for notifying the parents of the unexcused absences of a student who is truant or a habitual truant and for meeting and conferring with such parents
- B. plans and procedures for identifying truant children of all ages and returning them to school, including the identity of school personnel to whom a truant child shall be returned
- C. methods to increase and maintain public awareness of and involvement in responding to truancy within the school district
- D. a provision addressing the immediate response to be made by school personnel when a truant child is returned to school
- E. the types of truancy cases to be referred to the District Attorney and the time periods within which the District Attorney will respond to and take action on the referrals
- F. plans and procedures to coordinate the responses to the problems of habitual truants, as defined under Sec. 118.16(1)(a), Wis. Stats., with public and private social services agencies
- G. methods to involve the truant child's parent in dealing with and solving the child's truancy problem

Notice of Truancy

The School Attendance Officer shall notify a truant student's parent of the student's truancy and direct the parent to return the student to school no later than the next day on which school is in session or to provide an excuse for the absence. The notice under this paragraph shall be given before the end of the second school day after receiving a report of an unexcused absence. The notice may be made by electronic communication, personal contact, telephone call, or 1st class mail, and a written record of this notice shall be kept. This notice must be given every time a student is truant until the student becomes a habitual truant.

Notice of Habitual Truancy

When a student initially becomes a habitual truant, the School Attendance Officer shall provide a notice to the student's parent, by registered or certified mail, or by 1st class mail. The School Attendance Officer may simultaneously notify the parent of the habitually truant student by an electronic communication. The notice must contain the following:

- A. a statement of the parent's responsibility under State law to cause the student to attend school regularly

B. a statement that the parent or student may request program or curriculum modifications for the student under State law and that the student may be eligible for enrollment in a program for children at risk

C. a request that the parent meet with the appropriate school personnel to discuss the student's truancy

The notice shall include the name of the school personnel with whom the parent should meet, a date, time, and place for the meeting, and the name, address, and telephone number of a person to contact to arrange a different date, time, or place. The date for the meeting shall be within five (5) school days after the date that the notice is sent, except that with the consent of the student's parent the date for the meeting may be extended for an additional five (5) school days.

D. a statement of the penalties, under State law or local ordinances that may be imposed on the parent upon failure to cause the child to attend school regularly as required by State law.

E. if the student is attending the District through the Open Enrollment Program, each notification shall also inform the parent: (1) that the student's open enrollment may be terminated if the student is habitually truant; and (2) the process described in Board Policy 5113 - Open Enrollment Program (Inter-District), which the parent or student may follow if they believe the student was erroneously marked truant.

The School Attendance Officer will also continue to notify the parent of a habitual truant's subsequent unexcused absences.

Referral to the District Attorney

Truancy cases will be referred to the District Attorney as provided in the County Truancy Committee Plan. The School Attendance Officer will ensure that appropriate school personnel have done the following before any case is referred to the District Attorney:

- A. met with the student's parent to discuss the student's truancy or attempted to meet with the student's parent and received no response or were refused
- B. provided an opportunity for educational counseling to the student to determine whether a change in the student's curriculum would resolve the student's truancy and have curriculum modifications under State law
- C. evaluated the student to determine whether learning problems may be a cause of the student's truancy and, if so, have taken steps to overcome the learning problems, except that the student need not be evaluated if tests administered to the student within the previous year indicate that the student is performing at grade level
- D. conducted an evaluation to determine whether social problems may be a cause of the student's truancy and, if so, have taken appropriate action or made appropriate referrals

Note that paragraph A. is not required if the meeting between school personnel, the student, and the student's parent, which was requested in the Notice of Habitual Truancy to the parent, did not occur within ten (10) school days after the Notice was sent. Paragraphs B., C., and D. are not required if appropriate school personnel were unable to carry out the activity due to the student's absences from school.

Excused Absences

A student whose absence from school was excused, except for an expelled student, shall be permitted to make-up course work and any quarterly, semester, or grading period examinations missed during the absences when they return to school. It is the student's responsibility to contact their teachers to determine what course work and examinations must be made-up. Teachers shall have the discretion to assign substitute course work and examinations. Teachers shall also have the discretion to specify where and when examinations and course work shall be completed, including outside regular school hours. The time for completing the work shall be commensurate with the length of the absence unless extended by the principal based upon extenuating circumstances.

Unexcused Absences

Credit in a course or subject shall not be denied solely because of a student's unexcused absences from school.

Students with unexcused absences shall be permitted to make-up course work and any trimester or grading period examinations missed during the absence if the student is at risk of receiving no credit in a course or subject if the work is not made up.

Subject to the immediately preceding two (2) paragraphs, credit may, but is not required to be given for the completion of make-up work. Further, credit for make-up work may be given only after the student has satisfied consequences imposed for unexcused absences. The extent to which make-up credit is given shall be determined on a case-by-case basis by the principal and the respective teachers.

If make-up work has been assigned, it is the student's responsibility to contact their teachers to determine what course work and examinations must be made-up. Teachers shall have the discretion to assign substitute course work and examinations. Teachers shall also have the discretion to specify where and when examinations and course work shall be completed, including outside regular school hours. The time for completing the work shall be commensurate with the length of the absence unless extended by the principal based upon extenuating circumstances.

Revised 10/8/18
Revised 6/22/20
Revised 9/28/20

Revised 3/15/21
T.C. 4/11/22

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Legal 7.30(2)(am), Wis. Stats.
 118.15, Wis. Stats.
 118.153, Wis. Stats.
 118.16, Wis. Stats.
 118.162, Wis. Stats.



Book	Policy Manual
Section	Policies Ready for Full Board
Title	MISSING AND ABSENT CHILDREN
Code	po5215
Status	Full Board Review
Adopted	April 11, 2022

5215 - **MISSING AND ABSENT CHILDREN**

It is the intent of this Board to cooperate with local, State, and National efforts to decrease the number of missing children. For purposes of this Policy, the following definitions apply:

"Absent child" means a child that left the child's parents or approved placement through social services and whose whereabouts are known, but who refuses to return. This involves children who are runaways, but not known to be missing.

"Missing child" means a child whose whereabouts are unknown, which may include abducted children who have been abducted by a non-custodial parent, a victim of human trafficking, or another unknown circumstance.

The District Administrator and/or ~~building principals~~ Principals shall permit during the school day the entrance into the school a student lacking records or identification as a student, and shall ~~assure that~~ allow the child ~~remain~~ to remain in the building office area until law enforcement or social services is notified and takes custody of the child. Such a procedure reduces the risk of removal of a missing or absent child from the area before intervention by law enforcement or social services.

Procedures in this policy are to be implemented in coordination with Policy 5111.01 - Homeless Students.

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	Copy of ADMINISTRATION OF MEDICATION/EMERGENCY CARE
Code	po5330
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	October 11, 2021

5330 - **ADMINISTRATION OF MEDICATION/EMERGENCY CARE**

The Board shall not be responsible for the diagnosis and treatment of student illness. The administration of medication 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 were not administered during school hours, or ~~the child is disabled~~ If the child is a student with a disability and requires medication to benefit from ~~his/her~~ their educational program.

For purposes of this policy, "practitioner" shall include any physician, dentist, podiatrist, optometrist, physician assistant, and advanced practice nurse prescriber who is licensed in any state. "Medication" shall include all drugs including those prescribed by a practitioner and any nonprescription drug products. "Administer" means the direct application of a nonprescription drug product or prescription drug, whether by injection, ingestion, or other means, to the human body. "Nonprescription drug product" means any nonnarcotic drug product which may be sold without a prescription order and which is prepackaged for use by consumers and labeled in accordance with the requirements of State and Federal law.

Before any prescribed medication may be administered to any student during school hours, the Board shall require the written instructions from the child's practitioner accompanied by the written authorization of the parent.

Nonprescription drug products may be administered to any student during school hours only with the prior written consent of the parent. Substances, which are not FDA approved (i.e. natural products, food supplements), will require the written instruction of a practitioner and the written consent of the parent. Nonprescription drugs that are provided by the parent may be administered if they are supplied in the original manufacturer's package which lists the ingredients and recommended therapeutic dosage in a legible format ~~may be administered~~.

No CBD products or essential oils will be permitted for use at school without permission District Administrator.

The document authorizing the administration of both prescribed medication and nonprescription drug products shall be kept on file in the administrative offices.

Only medication in its original container; labeled with the date, if a prescription; the student's name; and the exact dosage will be administered. Parents, or students authorized in writing by their practitioner and parents, may administer medication.

No student is allowed to provide or sell any type of medication to another student. Violations of this rule will be considered violations of Policy 5530 - Drug Prevention and of the Student Code of Conduct.

Medications will be administered and the instruction and consent forms will be maintained in accordance with the District Administrator's guidelines.

Any bus driver, staff member or volunteer, authorized in writing by the District Administrator or a principal is immune from liability for their acts or omissions in administering medication including, but not limited to glucagon, an opioid antagonist, and epinephrine, unless the act or omission constitutes a high degree of negligence and, in the case of any staff member or volunteer who administers an opioid antagonist, the staff member or volunteer contacts emergency medical services as soon as practicable after administering the drug to report the suspected overdose. Such immunity does not apply to healthcare professionals.

~~All prescription medication shall be kept in a locked storage case in the school office unless the medication is an emergency~~

~~medication which the student is authorized to carry and self-administer by authorization of both the parent and practitioner, and the possession of such medication by the student in school is not prohibited by law or regulation.~~

All prescription medication shall be secured and appropriately stored (allowing for quick access and retrieval before, during, and after school hours), unless the medication is an emergency medication that the student is authorized to carry and self-administer by authorization of both the student's parent(s) and practitioner, and the possession of such medication by the student in school is not prohibited by law or regulation.

The Board shall permit the administration by staff of any medication requiring a delivery method other than oral ingestion when both the medication and the procedure are prescribed by a practitioner and the delivery is under the supervision of a licensed nurse, provided that the staff member has completed any necessary training and that staff member voluntarily agrees to deliver the medication. No staff member, other than a health care professional, shall be required to administer medications that are administered by means other than oral ingestion.

Any staff member or volunteer who, in good faith, renders emergency care to a student is immune from civil liability for his/her/their acts or omissions in rendering such emergency care.

Any administrator or principal who authorizes an employee or volunteer to administer a nonprescription drug product or prescription drug to a student is immune from civil liability for the act of authorization unless it constitutes a high degree of negligence or the administrator or principal authorizes a person who has not received the required Department of Public Instruction training to administer the nonprescription drug product or prescription drug to a student. School nurses, as district employees, are regulated by the Wisconsin Nurse Practice Act and are therefore not necessarily immune from civil liability.

The school nurse providing services or consultation on the District's Emergency Nursing Services Plan has provided assistance in the development of this policy and will also provide a periodic review of the written instructions and consent forms and the Medications Administration Daily Log(s). The plan shall state whether and to what extent the District or individual schools will retain opioid antagonists for use in the event an authorized employee or volunteer observes an apparent overdose.

Epinephrine Auto-Injectors

The Board intends to adopt and maintain a plan for managing students with life-threatening allergies so as to permit each school to obtain a school prescription for epinephrine auto-injectors and to permit each school nurse and designated school personnel to administer them. Accordingly, the Board directs the school nursing staff in consultation with the District Administrator to develop a plan that meets the following:

- A. specifies those designated school personnel that have agreed to receive training and that will be trained and authorized to perform the functions of the plan;
- B. identifies the specific training program that will be implemented to prepare each school nurse and designated school personnel to identify the signs of anaphylaxis and to provide or administer epinephrine auto-injectors accordingly;
- C. delineates the permissible scope of usage to include providing District-owned epinephrine auto-injectors to students who have a prescription on file with the school in the event the student is experiencing an anaphylactic event and/or administering epinephrine auto-injectors to such students, and/or administering epinephrine auto-injector treatment to any student, regardless of whether the student has a prescription on file or the staff member so trained is not aware of whether the student has a prescription on file, but believes in good faith the student is suffering from anaphylaxis, provided that the staff member immediately contacts emergency medical services;
- D. identifies the number and type of epinephrine auto-injectors each school will keep on site and identifies a member of the nursing staff or other school official who will be responsible for maintaining the epinephrine auto-injectors supply;
- E. is approved by a physician licensed in the State of Wisconsin;
- F. notes that the school and any school nurse or designated school personnel that provide or administer epinephrine auto-injectors under this plan are immune from civil liability for any harm that may result, regardless of whether there is a parental or medical provider authorization, unless the administration was a result of gross negligence or willful or wanton misconduct;
- G. is published on the District's website

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Revised 8/6/18

Revised 2/1/21

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Legal 118.29, 118.291, 118.292, 118.295, 131.02 Wis. Stats.

PI 8.01(2)(g)

Wis. Admin. Code N 6.03

2009 Wisconsin Act 160

27. PO5340 - Student Accidents-Illness-Concussion & Sudden
Cardiac Arrest

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	Copy of STUDENT ACCIDENTS/ILLNESS/CONCUSSION & SUDDEN CARDIAC ARREST
Code	po5340
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	December 5, 2022

5340 - **STUDENT ACCIDENTS/ILLNESS/CONCUSSION & SUDDEN CARDIAC ARREST**

The Board believes that school personnel have certain responsibilities in case of accidents, illness or concussions that occur in school. Said responsibilities extend to the administration of first aid by persons trained to do so, summoning of medical assistance, notification of administration personnel, notification of parents, and the filing of accident reports.

Accidents

Employees should administer first aid within the limits of their knowledge of recommended practices. All employees should make an effort to increase their understanding of the proper steps to be taken in the event of an accident. However, any staff member or volunteer who, in good faith, renders emergency care to a student is immune from civil liability for their acts or omissions in rendering such emergency care.

The administrator in charge must submit an accident report to the school office on all accidents.

Illness

School personnel shall not diagnose illness or administer medication of any kind except in accordance with Policy 5330.

Concussion

A concussion is a type of traumatic brain injury. Concussions occur when there is a forceful blow to the head or body that results in rapid movement of the head and causes any change in behavior, thinking, or physical functioning. Concussions are not limited to situations involving loss of consciousness. Some symptoms of a concussion include headache, nausea, confusion, memory difficulties, dizziness, blurred vision, anxiety, difficulty concentrating, and difficulty sleeping.

At the beginning of a season of any athletic sport, the Athletic Director shall distribute a concussion and head injury information sheet to each coach and to each student participant. No student will be permitted to participate in any athletic activity unless that student, or if the student is under age nineteen (19) his/her parent, has returned a signed concussion and head injury information sheet. A student is only required to return one (1) signed sheet per school year in order to participate in athletics.

A coach shall remove from competition or practice any student that the coach determines is exhibiting signs, symptoms, or behavior consistent with a concussion or head injury or who the coach suspects has sustained a concussion or head injury. Any student removed from participation under this section may not return to participation until a written release to participate from a health care professional is provided.

Parents who inform coaches or other school officials that their child is being treated by a healthcare professional for a concussion must provide written clearance from that healthcare professional for full or limited participation in class, practice, activity, or competition. Prior to receiving written clearance from a healthcare professional, students who have sustained a concussion may not

participate in any school-related physical activities.

Parents shall be notified about the possible concussion and given information on concussions and the need for medical attention.

Sudden Cardiac Arrest

~~Sudden cardiac arrest is a medical event that involves a sudden increase in the heart's ventricular beat that prevents the heart from distributing blood to the brain, lungs, and other organs. It can occur without warning and in youth athletics participants who appear healthy and have passed pre-participation physical examinations. Severe damage and death can occur very quickly without immediate treatment.~~

In an effort to educate parents, students, and coaches regarding this condition, information regarding sudden cardiac arrest shall be included along with distribution of the required information concerning concussions and shall be distributed to all participants age twelve (12) and older and to coaches prior to participation on youth athletic activity. The information shall contain the following information as provided by the Wisconsin Department of Public Instruction:

- A. information about the risks associated continuing to participate in a youth activity after experiencing one (1) or more symptoms of sudden cardiac arrest, including fainting, difficulty breathing, chest pains, dizziness, and abnormal racing heart rate;
- B. information about electrocardiogram testing, including the potential risks, benefits, and evidentiary basis behind electrocardiogram testing; and
- C. information how to request, from a student's health care provider, the administration of an electrocardiogram in addition to a comprehensive physical examination.

The District shall provide the information regarding sudden cardiac arrest developed by the Department of Public Instruction and the Wisconsin Interscholastic Athletic Association.

Revised 9/9/19

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Legal 118.29, 118.293, 118.2935, Wis. Stats.

28. PO5350 - Suicide Prevention, Intervention, and Postvention
(Replacement)

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Book	Policy Manual
Section	POlicies Ready for Full Board
Title	Replacement Policy - Vol. 32, No. 2, July 2023 - SUICIDE PREVENTION, INTERVENTION, AND POSTVENTION
Code	po5350
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Adopted	March 13, 2017
Last Revised	April 11, 2022

Replacement Policy - Vol. 32, No. 2

5350 - SUICIDE PREVENTION, INTERVENTION, AND POSTVENTION

The Board recognizes that suicide is a leading cause of death among youth and must be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the District Administrator shall develop prevention, intervention, and postvention strategies and procedures.

The District Administrator may involve school health professionals, school counselors, administrators, other staff, parents/guardians, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention, intervention, and postvention.

The District Administrator may offer parents education or information which describes the severity of the youth suicide problem, the district's suicide prevention curriculum, risk factors and warning signs of suicide, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.

Prevention and Instruction

Using the Department of Public Instruction notice, the District Administrator shall annually inform the professional staff of the resources available from the Department and other resources regarding suicide prevention. The District Administrator shall also implement procedures to obtain payment or reimbursement for professional mental health services provided by any licensed treatment professional.

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.

Developmentally appropriate, student-centered education materials will be integrated into the curriculum of all K-12 health classes. The content of these materials will:

- A. encourage positive social and emotional development.
- B. teach life skills such as problem-solving and sound decision-making.
- C. provide knowledge of the relationship between youth suicide and the use of alcohol and controlled substances.
- D. promote awareness of the warning signs of suicide, how to respond to potential suicidal persons and available community counseling and mental services

Staff Development

Suicide prevention training for staff shall be designed to help staff identify and respond to students at risk of suicide. The training shall be offered under the direction of a school counselor/school psychologist and/or in cooperation with one or more community mental health agencies.

Suicide Intervention; Civil Liability Exemption

Any School District officer, employee, or volunteer who in good faith attempts to prevent suicide by a student is immune from civil liability for their acts or omissions in respect to the suicide or attempted suicide.

Postvention

The Board recognizes that the death of a staff member or student, whether by suicide or other means, that affects the entire school and community. In the event of a staff member or student's death, it is critical that the school's response be swift, consistent, and intended to protect the student body and community.

Confirming the News and Convening the Education Support Team

Upon receiving news of a student's or employee's death, including an unconfirmed rumor, a staff member must immediately contact the Principal, and/or designee. Contact must be made whether this is during or outside school hours.

In the case of a death by suicide, other concerns such as the prevention of suicide contagion will be taken into account. Suicide contagion is the process by which suicidal behavior or a suicide completion influences an increase in the suicide risk of others. Identification, modeling, and guilt are each thought to play a role in contagion. Although rare, suicide contagion can result in a cluster of suicides within a community.

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Legal	115.365, Wis. Stats. (Assistance for Schools for Suicide Prevention Programs)
	118.01(2)(d)7, Wis. Stats. (Educational Goals and Expectations)
	118.295, Wis. Stats. (Suicide Intervention, Civil Liability Exemption)
	895.48(1), Wis. Stats. (Liability Exemption)



Book	Policy Manual
Section	Policies Ready for Full Board
Title	STUDENT SUICIDE
Code	po5350 Rescind
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	April 11, 2022

~~5350 — STUDENT SUICIDE PREVENTION~~

~~The Board recognizes that depression, anxiety, and other mental health conditions are severe problems among children and adolescents. A student who lives with a mental illness may not be able to benefit fully from the educational program of the schools, and a student who has engaged in or attempted self-harm poses a danger both to himself/herself and to other students.~~

~~All school personnel should be alert and report to an administrator or school psychologist, school counselor, or school nurse regarding any student who exhibits symptoms or warning signs of depression or who threatens or attempts suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness.~~

~~SUICIDE PREVENTION PROCEDURES~~

~~When any person employed by the District shall have reason to believe, either by virtue of direct knowledge or a report from another person, that a student is in any danger of harming themselves through an attempted suicide, or has attempted suicide, that person is to report the situation immediately. The procedure to report this situation is as follows:~~

- ~~1. Contact the Principal and/or a member of the Student Services team. Do not leave the suicidal student without adult supervision for any amount of time while making this contact. If the student's life is in imminent danger, the nearest law enforcement emergency agency shall be summoned to transport the student to the nearest hospital emergency room.~~
- ~~2. If the student is determined to be at high risk, Green County Human Services will be called. The Principal and/or the Student Services team members shall then immediately contact the student's parent(s)/guardian and request that he/she meets with the school staff. The parent(s)/guardian shall be informed that their student has attempted or is planning an attempt at suicide and that Green County Human Services has been contacted. This meeting may take place at school, at the county department of family services agency, or at the hospital, depending on the danger to the student's life.~~
- ~~3. If the danger is not imminent, the parents/guardians will be called. The Principal and/or the intervention team member shall determine if it is appropriate to involve the county department of family services, crisis intervention, or the 51.42 board at this time or to urge the parent(s)/guardian to involve these agencies. In determining the immanency of the danger, the contact person should consult with another team member.~~
- ~~4. When any outside agency is to be utilized, have a release of information form signed which will allow a two-way flow of information between the school and the community agency.~~
- ~~5. After the immediate crisis has been resolved, the Student Services team shall meet to evaluate the situation and decide on an appropriate role for the school to take in assisting the student. A counselor or student services staff member will keep close contact with the student and the community agencies treating the student to ensure a coordinated school agency approach.~~
- ~~6. When appropriate, all teachers involved with the student shall be invited to informal staffing to assist them in appropriately dealing with the student.~~

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

~~Any officer, employee, or volunteer of this Board who, in good faith, attempts to prevent suicide by a student is immune from civil liability for his/her acts or omissions in respect to the suicide or attempted suicide.~~

~~Using the Department of Public Instruction notice, the District Administrator shall annually inform the professional staff of the resources available from the Department and other resources regarding suicide prevention.~~

T.C. 4/11/22

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Legal 49.45(30c), Wis. Stats.
 115.365(3), Wis. Stats.
 118.295, Wis. Stats.



Book	Policy Manual
Section	Policies Ready for Full Board
Title	STUDENT ANTI-HARASSMENT
Code	po5517
Status	Full Board Review

Revised Policy - Vol. 32, No. 1

5517 - STUDENT ANTI-HARASSMENT

Prohibited Harassment

It is the policy of the Board to maintain an educational environment that is free from all forms of harassment. This commitment applies to all District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of harassment. This policy applies to conduct occurring in any manner or setting over which the Board can exercise control, including on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will not tolerate any form of harassment and will take all necessary and appropriate actions to eliminate it, including suspension or expulsion of students and disciplinary action against any other individual in the School District community. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our students.

The Board will vigorously enforce its prohibition against harassment based on the traits of sex (including gender status, change of sex, or gender identity), race, color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, or any other characteristic protected by Federal or State civil rights laws (hereinafter referred to as "Protected Classes"), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. Additionally, the Board prohibits harassing behavior directed at students for any reason, even if not based on one of the Protected Classes, through its policies on bullying (See Policy 5517.01 – Bullying).

~~Harassment may occur student to student, student to staff, staff to student, male to female, female to male, male to male, or female to female.~~ The Board will investigate all allegations of harassment and in those cases where harassment is substantiated, the Board will take immediate steps designed to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

Other Violations of the Anti-Harassment Policy

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

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, is not included in this policy. Allegations of such conduct shall be addressed ~~solely~~ by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Notice

Notice of the Board's policy on anti-harassment in the educational environment and the identity of the District's Compliance Officers will be posted throughout the District and published in any District statement regarding the availability of employment, staff handbooks, and general information publications of the District as required by Federal and State law and this policy.

Definitions

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

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

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

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

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

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

Bullying

Bullying is prohibited by Board Policy 5517.01 – Bullying. It is defined as deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be a repeated behavior and involves an imbalance of power. Furthermore, it may be serious enough to negatively impact a student's educational, physical, or emotional well-being. Bullying need not be based on any Protected Class. Bullying behavior rises to the level of harassment when the prohibited conduct is based upon the student's sex (including gender status, change of sex, or gender identity), race, color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation, ~~or~~ physical, mental, emotional, or learning disability, or any other characteristic protected by Federal or State civil rights. Complaints brought under this policy that are more appropriately handled under the Bullying policy shall be referred for investigation consistent with the procedures in that policy.

Bullying that rises to the level of Sexual Harassment is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, and is not included in this policy. Allegations of such conduct shall be addressed ~~solely~~ by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student based on one or more of the student's Protected Class that:

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

“Harassment” also includes “hate speech” directed against a student—the use of language, behavior, or images/symbols that express prejudice against a particular group or groups on the basis of any protected characteristic(s).

Examples are:

- A. making statements that promote violence toward a racial or ethnic group;
- B. drawing, displaying, or posting images or symbols of prejudice ~~(e.g., swastikas)~~.

Sexual Harassment

For purposes of this policy ~~and consistent with Title VII of the Civil Rights Act of 1964~~ only and not sexual harassment under Title IX, addressed in Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- A. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of access to educational opportunities or program;

- B. submission or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education;
- C. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's education, or creating an intimidating, hostile, or offensive educational environment.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

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

- A. unwelcome verbal harassment or abuse;
- B. unwelcome pressure for sexual activity;
- C. threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls and obscene gestures;
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals;
- F. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of students by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
- G. unwelcome sexual behavior or words including demands for sexual favors, accompanied by implied or overt threats concerning an individual's educational status;
- H. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's educational status;
- I. unwelcome behavior or words directed at an individual because of gender;

Examples are:

1. repeatedly asking a person for dates or sexual behavior after the person has indicated no interest;
 2. rating a person's sexuality or attractiveness;
 3. staring or leering at various parts of another person's body;
 4. spreading rumors about a person's sexuality;
 5. letters, notes, telephone calls, or materials of a sexual nature;
 6. displaying pictures, calendars, cartoons, or other materials with sexual content.
- J. inappropriate boundary invasions by a District employee or other adult member of the District community into a student's personal space and personal life;

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

1. hugging, kissing, or other physical contacts with a student;
2. telling sexual jokes to students;
3. engaging in talk containing sexual innuendo or banter with students;
4. talking about sexual topics that are not related to the curriculum;
5. showing pornography to a student;
6. taking an undue interest in a student (i.e. having a "special friend" or a "special relationship");

7. initiating or extending contact with students beyond the school day for personal purposes;
8. using e-mail, text messaging or websites to discuss personal topics or interests with students;
9. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
10. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
11. going to a student's home for non-educational purposes;
12. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of a student);
13. giving gifts or money to a student for no legitimate educational purpose;
14. accepting gifts or money from a student for no legitimate educational purpose;
15. being overly "touchy" with students;
16. favoring certain students by inviting them to come to the classroom at non-class times;
17. getting a student out of class to visit with the staff member;
18. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
19. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
20. being alone with a student behind closed doors without a legitimate educational purpose;
21. telling a student "secrets" and having "secrets" with a student;
22. other similar activities or behavior

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the District Administrator.

- K. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
- L. verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

~~It is further the policy of the Board that a sexual relationship between staff and students is not permissible in any form or under any circumstances, in or out of the workplace, in that it interferes with the educational process and may involve elements of coercion by reason of the relative status of a staff member to a student.~~

Not all behavior with sexual connotations constitutes sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and/or persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

It is further the policy of the Board that a sexual relationship between staff and students is not permissible in any form or under any circumstances, in or out of the workplace, in that it interferes with the educational process and may involve elements of coercion by reason of the relative status of a staff member to a student.

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as the District's Compliance Officers (also known as "Anti-Harassment Compliance Officers"; hereinafter referred to as the "COs").

Anthony Edge, Assistant Principal _____
(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

Jen Talarczyk, Director of Student Services _____
(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

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

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

Reports and Complaints of Harassing Conduct

Reporting procedures are as follows:

- A. Any student who believes ~~s/he has~~ they have been the victim of harassment prohibited under this policy will be encouraged to report the alleged harassment to any District employee, such as a teacher, administrator or other employees.
- B. Any parent of a student who believes the student has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the student's teacher, building administrator or District Administrator.

- C. Teachers, administrators, and other school ~~officials~~ employees who have the knowledge or received notice that a student has or may have been the victim of harassment prohibited under this policy shall ~~immediately~~ report the alleged harassment to one (1) of the Compliance ~~Officer~~ Officer(s) within two (2) days.
- D. Any other person with knowledge or belief that a student has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to any District employee, such as a teacher, administrator or other employees.
- E. The reporting party or Complainant shall be encouraged to use a report form available from the principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing.
- F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, ~~each school's building principal shall be advised to~~ the Board has ~~designated~~ designated both a male and a female Compliance Officer for receiving reports of harassment prohibited by this policy. At least one (1) Compliance Officer or other individuals shall be available outside regular school hours to address complaints of harassment that may require immediate attention.

A CO will be available during regular school/work hours to discuss concerns related to harassment; and to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Board employee who directly observes harassment of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) days. Thereafter, the COs must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if under ~~the age~~ eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged misconduct, including the obligation of the ~~compliance officer~~ Compliance Officer to conduct an investigation following all the procedures outlined in the complaint procedures.

The COs are assigned to accept complaints of harassment directly from any member of the School District community or a Third Party, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will contact the Complainant and begin either an informal or formal process (depending on the request of the Complainant or the nature of the alleged harassment), or the District Administrator will designate a specific individual to conduct the process necessary for an informal or formal investigation. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. The CO will prepare recommendations for the District Administrator. In the case of a complaint against the District Administrator or a Board member, the CO will prepare recommendations for the Board Attorney who has been designated to serve as the decision-maker for such complaints ~~or will oversee the preparation of such recommendations by a designee~~. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer as soon as possible, but always within no more than two (2) days of learning of the incident.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias, or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may, in consultation with the District Administrator, or Board President if the matter involves the District Administrator, engage outside legal counsel to conduct the investigation consistent with this policy.

~~Investigation and Complaint Procedure~~ Filing a Complaint and Initial Processing of a Complaint

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student, or the student's parent/guardian, who believes that ~~they have~~ the student has been subjected to harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of harassment or retaliation with the United States Department of Education Office for Civil Rights ("OCR") and/or ~~the Wisconsin Equal Rights Division~~ another applicable government agency. The Chicago Office of the OCR can be reached at John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor Chicago, IL 60604; Telephone: 312-730-1560; FAX: 312-730-1576; TDD: 800-877-8339; Email: OCR.Chicago@ed.gov; Web: <http://www.ed.gov/ocr>.

If at any time during the investigation process the investigator determines that the complaint is properly defined as Bullying, under Policy 5517.01 - Bullying and not Harassment under this Policy, because the conduct at issue is not based on a student's Protected Characteristics, the investigator shall transfer the investigation to the appropriate building principal.

If during an investigation of alleged bullying, aggressive behavior, and/or harassment, in accordance with Policy 5517.01 - Bullying, the Principal believes that the reported misconduct may have created a hostile educational environment and may have constituted discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior, and/or harassment to one (1) of the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266 ~~50~~ Nondiscrimination on the Basis of Sex in Education Program or Activities, the matter will be investigated in accordance with the grievance process and procedures outlined in Policy 2266 -

Nondiscrimination on the Basis of Sex in Education Program or Activities. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01- Bullying investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266 -Nondiscrimination on the Basis of Sex in Education Program or Activities. The Compliance Officer shall keep the Principal informed of the status of the investigation under this policy and provide the Principal with a copy of the resulting report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities grievance process.

Complaint and Investigation Procedure

A Complainant may file a complaint, either orally or in writing with a teacher, principal, or other District employee at the student's school, the CO, District Administrator, or other District official who works at another school or at the District level. Due to the sensitivity surrounding complaints of harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the CO, District Administrator, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the CO within two (2) days.

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

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

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

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant or the Respondent, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Principal prior to any action being taken, except for complaints against the District Administrator, in which case the Board President should be consulted. The Complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the CO will inform the Respondent that a complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the Respondent at that time. The Respondent must also be provided an opportunity to respond to the complaint.

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The Complainant shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt unless additional time is agreed to by the Complainant.

~~Within~~ Generally, within two (2) days of receiving the complaint, the CO will initiate an investigation by at a minimum confirming receipt of the complaint with the ~~complainant~~ Complainant and informing the ~~complainant~~ Complainant of the investigation process.

The investigation generally will include:

- A. interview(s) with the Complainant;
- B. interview(s) with the Respondent;
- C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a ~~written~~ report to the District Administrator which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in harassment/retaliation of the Complainant. In determining if harassment occurred, a preponderance of evidence standard will be used. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

Generally, within five (5) days of receiving the report of the CO or designee, the District Administrator, or in the case of a complaint against the District Administrator or a Board member, the person designated to serve as the decision-maker for the complaint either must issue a written decision regarding whether the complaint has been substantiated or request further investigation. A copy of the

District Administrator's final decision will be delivered to both the Complainant and the Respondent. The District Administrator may redact information from the decision consistent with applicable law. The Board authorizes the District Administrator to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the Complainant or Respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ~~ten (10)~~ five (5) days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

The decision of the District Administrator shall be final. If the Complainant feels that the decision does not adequately address the complaint ~~and~~ they may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction ("DPI"), Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157.

~~If the decision of the District Administrator is that there is no finding of harassment pursuant to this policy, the student/parent will be informed of the provisions of Policy 5517.01 — Bullying.~~

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

~~The~~To the extent required by law or permitted by the District, the parties may be represented, at their own cost, at any of the above-described meetings/hearings.

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

Additional School District Action

If the evidence suggests that the harassment at issue is a crime or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.), the CO or District Administrator shall report the harassment to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations and crimes.

Any reports made to the local child protection service or to local law enforcement shall not terminate the CO's obligation and responsibility to continue to investigate a complaint of harassment. While the COs may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the District Administrator.

Privacy/Confidentiality

The District will ~~make~~ employ all reasonable efforts to protect the rights of the Complainant, ~~and~~ the Respondent(s), and the witnesses as much as possible, consistent with the District's legal obligations to investigation, take appropriate action, and comply with any discovery or disclosure obligations. ~~The District will respect the privacy of the Complainant, the Respondent, and all witnesses in a manner consistent with the District's legal obligations under State and Federal law.~~ Confidentiality cannot be guaranteed, however. Respondents must be provided an opportunity to meaningfully respond to allegations, which may include disclosure of the Complainant's identity. ~~Additionally, the Respondent must be provided the Complainant's identity.~~

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of an investigation, the CO will instruct ~~all members of the School District community and third parties~~ each person who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a ~~harassment~~ investigation is expected not to disclose to Third Parties any information that is learned or provided during the course of the investigation.

Directives During Investigation

The CO may recommend to the District Administrator placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such recommendation to the Board. For example, administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a Garrity warning apprising the person of their obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken because of the discrimination, or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable law.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

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

Retaliation

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

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

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

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

Reprisal

~~Submission of a good faith complaint or report of harassment will not affect the Complainant's status or educational environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.~~

~~The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.~~

Education and Training

~~In support of this policy, the Board promotes preventative educational measures to create greater awareness of discriminatory practices. The District Administrator will develop a method of discussing this policy with the School District community shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. Training on the requirements of non-discrimination and the appropriate responses to issues of harassment will be provided to the School District community at such times as the Board in consultation with the District Administrator determines is necessary or appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.~~

~~This policy shall be reviewed at least annually for compliance with local, State, and Federal law.~~

~~The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address and telephone number of the Compliance Officers, the name, mailing address and telephone number of the State agency responsible for investigating allegations of discrimination in educational opportunities, and the mailing address and telephone number of the United States Department of Education, Office for Civil Rights.~~

~~A () copy () summary of this policy shall appear in the student handbook and shall be made available upon request of parents, students, and other interested parties.~~

Retention of Investigatory Records and Materials

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

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; ~~and~~
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;-
- N. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- O. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- P. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**

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

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

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Legal 48.981, Wis. Stats.
 118.13, Wis. Stats.
 P.I. 9, Wis. Admin. Code
 P.I. 41 Wis. Admin. Code
 20 U.S.C. 1400 et seq., the Individuals with Disabilities Education Act of 2004, as amended (IDEA)

29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended

42 U.S.C. 1983

42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act of 1964

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

34 C.F.R. Part 104, Section 504 Regulations

34 C.F.R. Part 300, IDEA Regulations

31. PO5530 - Student Use or Possession of Intoxicants, Drugs, or
Paraphernalia

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	STUDENT USE OR POSSESSION OF INTOXICANTS, DRUGS, OR PARAPHERNALIA
Code	po5530
Status	Full Board Review

5530 - **STUDENT USE OR POSSESSION OF INTOXICANTS, DRUGS, OR PARAPHERNALIA**~~DRUG PREVENTION~~

The Board recognizes that the misuse of drugs is a serious problem with legal, physical, and social implications for the entire school community.

As the educational institution of this community, the schools should strive to prevent drug abuse and help drug abusers by educational, rather than punitive, means.

For purposes of this policy, "drugs" shall mean:

- A. all dangerous controlled substances as so designated and prohibited by Wisconsin statute;
- E. all derivatives of hemp, except CBD products permitted by the school (see Policy 5330 - Administration of Medication/Emergency Care);

This includes Delta-8-THC, Delta-9-THC, Delta-10-THC, Delta-11-THC, THC-0, and all other forms that cause psychosis; in all forms of delivery (i.e., inhalation, ingestion, injection, etc.).
- C. all chemicals which release toxic vapors;
- D. all alcoholic beverages;
- E. any prescription or patent drug, except those for which permission to use in school has been granted pursuant to Board policy;
- F. "look-alikes";
- C. essential oils and oil like products that may be mistaken for a drug (see Policy 5330 - Administration of Medication/Emergency Care);
- H. anabolic steroids;
- I. any other illegal substance so designated and prohibited by law.

The Board prohibits the use, possession, concealment, or distribution of any drug and any drug-paraphernalia at any time on District property or at any District-related event.

The District Administrator shall prepare guidelines for the identification, amelioration, and regulation of drug use in the schools, including education, prevention and standards of conduct. Education shall be intended to develop awareness of: drug abuse, including prescription drug abuse, and prevention; the relationship between highway safety and the use of alcohol and controlled substances, including prescription drugs; and the relationship between youth suicide and the use of alcohol and controlled substances, including prescription drugs.

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Legal	118.01(2)(d), Wis. Stats.
	118.24(2)(f), Wis. Stats.

118.257, Wis. Stats.

125.09(2), Wis. Stats.

Drug-Free Schools and Communities Act of 1986 as amended

20 U.S.C. 3171 et seq.

20 U.S.C. 3224A



Book	Policy Manual
Section	POlicies Ready for Full Board
Title	New Policy - Vol. 32, No. 2, July 2023 - MEMORIALS FOR STAFF AND STUDENTS
Code	po7250.01
Status	Full Board Review

New Policy - Vol. 32, No. 2

7250.01 - MEMORIALS FOR STAFF AND STUDENTS

The Board recognizes the far-reaching impact that a student's or staff member's death may have on other students, staff, families, and the community as well as the importance of remembering deaths of students or staff, and recommends that memorials take an active form.

Some examples of memorials include a blood drive, partnering with local nonprofit organizations and related activities, and/or establishing a scholarship. As a courtesy, the family of the deceased student or staff member should also provide consent before the activity is held. The Board believes that the remembrance of a student or staff member whose life ended should be consistent from case to case, considerate of the grief process of family and friends, and in accordance with this policy.

Generally, the Board does not support permanent memorials including, but not limited to, the use of memorial plaques or markers which are mounted or displayed on District buildings or grounds. Memorials are permissible only after a proposal is approved by the Board.

When there is a death by suicide, it is important that the response to the death not serve as an incentive for self-inflicted acts by others. The American Association of Suicidology concludes that memorials contribute negatively to the contagion effect. Projects that are life-affirming are encouraged. Examples include volunteering, tutoring, fundraising for a charity, or community service.

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	VIDEO SURVEILLANCE AND ELECTRONIC MONITORING
Code	po7440.01
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	December 5, 2022

7440.01 - VIDEO SURVEILLANCE AND ELECTRONIC MONITORING

The Board authorizes the use of video surveillance and electronic monitoring equipment at various facilities and school sites throughout the District, and on school buses. No audio or video surveillance is permitted within the District other than those authorized by policy or the District Administrator, and only if clear and visible notice is provided to any persons entering an area or building subject to video and/or audio monitoring that such monitoring may occur. This does not restrict the collection of video or audio recording at events open to the public.

~~Wherever video surveillance or electronic monitoring are used, such notification shall identify that video or electronic and audio surveillance are possible technologies employed.~~

The District Administrator 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 District Administrator, 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. Administrators are authorized to carry and use cameras when responding to incidents.

Notification of Surveillance

Wherever video surveillance or electronic monitoring are used, such notification shall identify that video or electronic and audio **[END OF OPTIONS]** surveillance are possible technologies being employed.

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 subject to being monitored/recorded, which may include video footage, audio recording, or both. In cases approved by the District Administrator, camera surveillance may be used for investigatory purposes without staff, student, or public notice if the usage is calculated to further investigation into misconduct believed to have occurred or believed to be ongoing.

Uses of Surveillance

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.

The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information for routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows information pertinent to staff performance or conduct may be used for that purpose.

Recordings that capture students may be student records and as such will be treated as confidential, subject to the Board's public records and student records policies.

Additionally, pre-recorded lessons or observations of online or virtual learning sessions may be included as part of an employee's evaluation.

Further, if an employee is assigned to work remotely (i.e., telework), the ~~administration~~ Administration is authorized to conduct observations that consist of the supervisor reviewing video-recordings of the employee working and/or watching the employee perform their job responsibilities through means of a live-stream that includes both video and audio.

Additionally, nothing herein shall prevent the ~~administration~~ 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.

Retention, Secure Storage, Access to and Disposal of Video Recordings

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 seven (7) days of the event/incident in order to assure its availability. Inquiries after that time period may be available depending on current retention capabilities. Unless a recording is separated and maintained for some reason by the District, any recording may be destroyed after seven (7) days. If, however, action is taken by the Board/administration, as a result of a formal complaint or incident, recordings shall be kept consistent with the Board's record retention policy depending on the nature of the video record retained, but for a minimum of one (1) year from the date of the action taken.

Access to and viewing of video recordings is limited to authorized personnel. The Administrator shall approve requests for access to recorded and stored video images. The Administrator may authorize the viewing of recorded images in the event of an ongoing law enforcement investigation, an incident involving property damage or loss, or for other reasons deemed appropriate.

All video surveillance/electronic monitoring recording media shall be considered legal evidence and treated as confidential or as directed by Board counsel. The release of original video recordings to individuals or outside agencies may only occur pursuant to subpoena or court order after the same has been reviewed by Board counsel. Video footage should not be removed from school officials' custody except as required by law or upon a request from law enforcement.

Original video recordings shall never be edited or manipulated in any manner. When video recordings are requested by any law enforcement agency as part of an ongoing investigation, a duplicate may be provided for that purpose. The original media shall be protected from accidental overwrite or erasure during the duplicating process. Nothing in this paragraph prohibits the redaction of personally identifiable information from duplicated media when mandated by FERPA.

Video recordings may never be sold publicly, viewed or distributed in any other fashion except as provided for by Board policy and this guideline, and consistent with State and Federal law.

Devices containing video recordings, scheduled to be destroyed must be securely disposed of in such a way that the personal information cannot be reconstructed or retrieved (e.g. shredding, burning, magnetically erasing the personal information).

Surveillance on School Buses

School buses owned by the District or a contractor under contract with the District may be equipped with video and/or audio recording equipment in specified locations within the vehicle as provided in the Wisconsin Department of Transportation regulations.

Exceptions

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.

Video surveillance is to be implemented in accordance with this policy and the related guidelines, and consistent with the school safety plan. 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.

19.31 – 19.39, 118.125, Wis. Stats.

Wis. Admin. Code Trans 300.81(7)

18 U.S.C. 2510-2521

FERPA 20 U.S.C. 1232g

34 C.F.R. 99.1-99.67

Title I of the Electronic Communication Privacy Act of 1986

Revised 4/22/19

Revised 6/22/20

Revised 2/1/21

Revised 10/11/21

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Legal

19.31 19.39, 118.125 Wis. Stats.

18 U.S.C. 2510-2521

FERPA 20 U.S.C. 1232g

34 C.F.R. 99.1-99.67

Title I of the Electronic Communication Privacy Act of 1986



Book	Policy Manual
Section	POlicies Ready for Full Board
Title	New Policy - Vol. 32, No. 2, July 2023 - SMART MONITORING EQUIPMENT
Code	po7440.02
Status	Full Board Review

New Policy - Vol. 32, No. 2

7440.02 - SMART MONITORING EQUIPMENT

In order to protect students and faculty, promote security and protect the health, welfare and safety of students, staff and visitors, the Board authorizes the use of smart sensor and electronic monitoring equipment on school property, and in school buildings and school buses. Information obtained through smart sensor devices may be used to identify intruders and persons breaking the law, Board policy, or the Student Code of Conduct (i.e., it may be used as evidence in disciplinary actions and criminal proceedings).

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. Smart sensor 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 smart sensor 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 smart sensor 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 safety and security.

The District Administrator is responsible for determining where to install and operate fixed-location smart sensor monitoring equipment in the District. The determination of where and when to use smart sensor equipment will be made in a nondiscriminatory manner. Smart sensor equipment may be placed in designated areas in school buildings (e.g., school hallways, restrooms, classrooms, locker rooms, entryways, the front office where students, employees, and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries).

Any person who takes action to block, move, or alter the location of a smart sensor shall be subject to disciplinary action.

Any information obtained from smart sensor 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, information obtained through the use of smart sensor equipment may be used as evidence in any disciplinary proceedings, administrative proceedings or criminal proceedings, subject to Board policy and regulations.

Smart sensor technology is to be implemented in accordance with this policy and the related guidelines. The Board will not accept or tolerate the improper use of smart sensor equipment and will take appropriate action in any cases of wrongful use of this policy.

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	NOTIFICATION OF EDUCATIONAL OPTIONS
Code	po8146
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	December 5, 2022

8146 - **NOTIFICATION OF EDUCATIONAL OPTIONS**

~~The Board recognizes the need to provide alternative means by which students achieve the goals of the District.~~

Annually, by January 31, a list of all educational options available to children who reside in the District will be provided to parents as a class 1 notice and on the District's website. These options include public schools, private schools participating in a parental choice program, charter schools, virtual schools, full-time open enrollment, Early College Credit Program, Start College Now Program, part-time open enrollment in a nonresident school district, youth apprenticeship programs offered under 106.13, Wis. Stats. and options for students enrolled in a home-based private education program. (See Policy 2370 - Educational Options Provided by the District)

In the class 1 notice, ~~as well as the notice on the District website,~~ the Board shall identify the most recent report card accountability rating that has been assigned to each school within the District boundaries, including charter schools and private schools participating in a parental choice program. This notice shall also inform parents of the availability of the full school and School District accountability reports. (See also Policy 2700.01 - School Performance and State Accountability Report Cards)

Revised 6/26/17
 Revised 11/13/17
 Revised 10/8/18
 Revised 6/22/20

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Legal	115.385(4), Wis. Stats.
	118.15, Wis. Stats.
	118.55, Wis. Stats.
	118.57 Wis. Stats.



Book	Policy Manual
Section	Policies Ready for Policy Committee
Title	PUBLIC RECORDS
Code	po8310
Status	Policy Committee Review
Adopted	March 13, 2017
Last Revised	April 11, 2022

8310 - PUBLIC RECORDS

The Board recognizes its responsibility to maintain the public records of this District and to make such records available for inspection and reproduction. The Board designates the District Administrator as the District Records Custodian (DRC), to be the legal custodian of records for the District. The DRC shall safely keep and preserve the public records of the District and shall have the authority to render decisions and carry out duties related to those public records. The DRC may deny access to records only in accordance with the law. The DRC is authorized and encouraged to consult with the District's legal counsel to determine whether to deny access to a record request in whole or in part.

Under the Wisconsin Public Records Law, a "record" is defined as any material on which written, drawn, printed, spoken, visual, or electromagnetic information or electronically generated or stored data is recorded or preserved, regardless of physical form or characteristics, that has been created or is being kept by the authority. It includes handwritten, typed, or printed pages, maps, charts, photographs, films, recordings, tapes, optical discs, and any other medium on which electronically generated or stored data is recorded or preserved. A "record" does not include drafts, notes, preliminary computations, and like materials prepared for the originator's personal use or prepared by the originator in the name of a person for whom the originator is working; materials that are purely the personal property of the custodian and have no relation to his/her office; materials to which access is limited by copyright, patent, or bequest; and published materials in the possession of an authority other than a public library that are available for sale, or that are available for inspection at a public library. The personal use exception applies to notes created by the originator solely for the purpose of refreshing his/her recollection and as a matter of convenience (not part of his/her job duties) but does not apply to notes that are distributed to others for the purpose of communicating information or notes that are created or retained for the purpose of memorializing agency activity.

In addition, records may be exempted from disclosure as a matter of statute or common law or, under the balancing test, the public interest in the disclosure may be outweighed by the public interest in non-disclosure.

Any person may make an oral or written request for any public records of the District. The person may inspect or receive copies of the public record requested. The District will respond as soon as practicable and without delay. The District will either provide the requested documents, subject to any redactions or inform the requester of the District's decision to deny the request

The District will comply with the Safe at Home/Address Confidentiality Program administered by the Wisconsin Department of Justice. (See Policy 5111 - Eligibility of Resident/Nonresident Students, Policy 8320 - Personnel Records, and Policy 8330 - Student Records.)

The District may impose a fee upon the requester of a copy of a record of up to 10 cents per page, which represents the actual, necessary, and direct cost of reproduction of the record. In addition, the District may impose a fee upon a requester for the actual time spent by District employees in locating a record, if the cost is \$50.00 or more. In calculating location costs, the District will use the applicable employee's hourly rate for salary and benefits.

The District may also charge the requester for any equipment required to fill the request (such as videotapes, computer disks, etc.) The District may impose a fee upon a requester for the actual, necessary, and direct cost of mailing or shipping any copies which are mailed or shipped to the requester.

The District may require prepayment of fees if the total amount exceeds \$5.00. If payment is required, the District will calculate the actual cost and charge the requester. If advance payment is required, the District will either invoice the requester for the difference

between the estimate and actual cost or refund any overpayment.

No public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties.

Nothing in this policy shall be construed as preventing a Board member from inspecting in the performance of his/her official duties any record of this District, except student records and certain portions of personnel records.

Records Retention Schedule

The District has adopted the Wisconsin Department of Public Instruction's guidelines on School District record retention.

It may be accessed at the following web address:

<https://publicrecordsboard.wi.gov/Documents/DPI%20GS-APPROVED%20June%202015%20v8.1.pdf>

19.21(6), Wis. Stats. requires that school districts retain public records, other than student records, for seven (7) years, unless a shorter period is fixed by the Public Records Board (PRB) in a records retention schedule subsequently adopted by the Board.

The Board has approved the following records retention schedules developed by the Wisconsin Historical Society and PRB: **[DRAFTING NOTE: The Wisconsin Public School District and Related Records GRS contains retention schedules for school-specific records, including student records, and therefore it must be adopted or alternatively, the Board must adopt its own schedule that includes retention for student records to account for their separate treatment under the law. The remaining retention schedules can be adopted as desired but if not adopted those records are covered by the default seven (7) year retention period in statutes. Any schedule adopted by the Board, even those that were created by the PRB, must be approved for District-specific usage by the Wisconsin Historical Society and the PRB after adoption.]**

- A Wisconsin Public School District and Related Records GRS (expiring March 20, 2033)
- ~~E. (←) Administrative and Related Records GRS (expiring March 21, 2032)~~
- ~~C. (←) Budget and Related Records GRS (expiring November 21, 2032)~~
- ~~I. (←) Facilities Management and Related Records GRS (expiring November 18, 2029)~~
- ~~L. (←) Fiscal and Accounting and Related Records GRS (expiring November 20, 2027)~~
- ~~J. (←) Human Resources and Related Records GRS (expiring March 25, 2029)~~
- ~~K. (←) Information Technology and Related Records GRS (expiring November 10, 2024)~~
- ~~F. (←) Payroll and Benefits and Related Records GRS (expiring August 30, 2031)~~
- ~~M. (←) Purchasing & Procurement and Related Records GRS (expiring November 11, 2023)~~
- ~~N. (←) Risk Management and Related Records GRS (expiring August 25, 2024)~~
- ~~H. (←) Wisconsin Municipal and Related Records GRS (expiring August 27, 2028)~~

The District will retain public records in accordance with the preceding general records schedule(s). In the event that the preceding general records schedules adopted do not define the retention period for a particular record, the District will retain the record for seven (7) years.

19.21, Wis. Stats.

19.31-39, Wis. Stats.

118.125, Wis. Stats.

120.13(12), Wis. Stats.

Revised 11/13/17

Revised 10/8/18

Revised 6/22/20

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19.21, Wis. Stats.

19.31-39, Wis. Stats.

120.13(12), Wis. Stats.



Book	Policy Manual
Section	Policies Ready for Full Board
Title	SCHOOL SAFETY
Code	po8420.01
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	February 1, 2021

8420 - **SCHOOL SAFETY**

The Board recognizes that its responsibility for the safety of students extends to its reaction to possible natural and man-made disasters and that such emergencies are best met by preparedness, and planning, and training as determined by the District Administrator consistent with the Board approved school safety plan.

Each school shall develop a school safety plan in accordance with State requirements, and each school's safety plan shall be reviewed and approved every three (3) years by the Board. The plan contains guidelines and procedures to address school violence and attacks, threats of school violence and attacks, bomb threats, fire, weather-related emergencies, intruders, parent-student reunification, and threats to non-classroom events, including recess, concerts and other performances, athletic events, and any other extra-curricular activity or event. The plan shall contemplate the use of tools to mitigate threats of school violence, including video surveillance, school resource officers, metal detectors, and other such preventative safety measures in addition to responsive measures.

The school safety plan shall include the manner of scheduling, conducting, and reviewing required drills, including fire drills, tornado or other hazard drills, school safety incident drills, and school violence drills. Each school safety plan shall specify for each type of required drill how many and how frequently they will be conducted for each building in compliance with State law requirements for the performance of such drills. The plan shall designate the responsible administrator for each building for assuring that required drills are completed, reviewed, and reported as required by law. Records of drills and related reports shall be maintained for a period of not less than seven (7) years, consistent with Board Policy 8310 - Public Records.

The Board must submit the following to the Wisconsin Office for School Safety prior to January 1st of each year:

- A. A copy of its school safety plan.
- B. The date(s) of the required annual school violence event drill or drills conducted in accordance with each building's school safety plan during the previous year.
- C. Certification that the Board reviewed a required written evaluation of the drill or drills.
- D. The date of the most recent school training on school safety and the number of attendees.
- E. The most recent date the Board reviewed and approved the school safety plan.
- F. The most recent date the Board consulted with a local law enforcement agency to conduct on-site safety assessments.

School administrators and staff are mandatory reporters of suspected child abuse and neglect pursuant to ~~Wis. Stats. § 48.981~~ (2)(a), Wis. Stats. The Board also requires all employees to receive training regarding mandatory reporting of school violence threats pursuant to ~~Wis. Stats. § 175.32(2)~~ and (3), Wis. Stats. If the threat constitutes a serious and imminent threat to the health or safety of a student or school employees or the public, it shall be reported to law enforcement. A good faith standard exists for reporting threats made by an individual seen in the course of professional duties. These obligations and procedures are covered by Board Policy 8462 - Child Abuse and Neglect, as well as Policy 8462.01 - Threats of Violence. All threats to the safety of District facilities shall be identified by appropriate personnel and responded to promptly in accordance with the school safety plan.



Book	Policy Manual
Section	Policies Ready for Full Board
Title	FREE AND REDUCED-PRICE MEALS
Code	po8531
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	June 6, 2023

8531 - **FREE AND REDUCED-PRICE MEALS**

The Board of Education recognizes the importance of good nutrition to each student's educational performance. The Board shall provide eligible children with breakfast and lunch at a reduced rate or at no charge to the student.

Children, eligible for free or reduced-price meals, shall be determined by the criteria established by the Child Nutrition Program. These criteria are issued annually by the Federal government through the Wisconsin Department of Public Instruction's administration of the School Nutrition Programs.

The Board designates the District Administrator to determine in accordance with Board standards, the eligibility of students for free and/or reduced-price meals.

The schools shall at least annually notify all families of the availability, eligibility requirements, and/or application procedure for free and reduced-price meals by distributing an application to the family of each student enrolled in the school.

Nondiscrimination Statement

The following statement applies to all programs administered by the District that are funded in whole or in part by the U.S. Department of Agriculture (USDA):

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

~~Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.~~

~~To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:~~

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, audiotape, 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 a 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.

This institution is an equal opportunity provider.

Revised 6/26/17

Revised 2/1/21

T.C. 6/6/23

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Legal 115.34-115.345, 120.10(16), 120.13(10), Wis. Stats.
 42 U.S.C. 1771 et seq.



Book	Policy Manual
Section	Policies Ready for Full Board
Title	New Policy - NURSING MOTHERS
Code	po8700
Status	Full Board Review

New Policy - Vol. 32, No. 2

8700 - NURSING MOTHERS

The Board supports staff members who choose to breast feed and/or express breast milk following the birth of a child. When any staff member, whether a professional staff member or support staff member has notified their supervisor of the staff member's intent to express breast milk during the workday, the principal and District Administrator shall make necessary arrangements to provide the following:

- A. An appropriate location 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.
- B. A reasonable amount of time to complete the activity based on an established schedule of frequency the staff member requires. The staff member is responsible for providing a schedule of frequency and for completing the process efficiently.

Any staff member who has given birth to a child and opts to express breast milk thereafter is entitled to the benefits of this policy.

Any staff member who has provided notice of the need to express breast milk at work and has complied with the responsibilities of doing so in this policy is eligible to do so for up to one (1) calendar year from the birth of the child.

No staff member who requires break time to express breastmilk consistent with this policy shall be subjected to retaliation or any form of adverse treatment for doing so.

Any staff member who feels they have been denied adequate protections or feels they have been retaliated against or otherwise treated unfairly as a result of availing themselves of the rights described in this policy shall report such concerns to the District Administrator. Any such report shall specify the alleged deficiency and desired resolution so that the District Administrator may provide an appropriate resolution, within ten (10) calendar days of the report.

The benefits described in this policy shall be administered concurrently with other benefits, such as Family Medical Leave Act (FMLA) rights.

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Legal	29 U.S.C. 218d
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40. PO8913 - Section 504-ADA Prohibition Against Disability
Discrimination in Equipment

182



Book	Policy Manual
Section	Policies Ready for Full Board
Title	SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po8913
Status	Full Board Review

~~16238913~~ - SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

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

Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

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

Definitions

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

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

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

Respondent: is the individual who is alleged to have engaged in discrimination/retaliation, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

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

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

An individual with a disability means a person who has, has a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities.

Major Life Activities

Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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

Impairment That Substantially Limits a Major Life Activity

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

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

Qualified Individual with a Disability

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

Reasonable Accommodation

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability unless the accommodation would impose an undue hardship on the operation of the Board's program and/or activities. A reasonable accommodation is not required for an individual who ~~is merely~~ believes they are being regarded as having a disability. Employees requesting reasonable accommodation must cooperate with school officials in obtaining specific medical opinion that identifies the precise limitations resulting from the disability and potential reasonable accommodations that could overcome those limitations.

Facilities

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

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

District Compliance Officers

The Board designates the following individual(s) to serve as the District's 504 CO(s)/ADA Coordinator(s) (hereinafter referred to as the "COs").

Jen Talarczyk

Director of Student Services

1701 2nd Street

New Glarus, WI 53574

608-527-2410

Nita Duerst

Director of Human Resources

1701 2nd Street

New Glarus, WI 53574

608-527-2410

Anthony Edge

Assistant Principal & Curriculum Director

1701 2nd Street

New Glarus, WI 53574

608-527-2410

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

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

The COs will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints, as appropriate. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or, if appropriate appoint/designate another individual to serve as CO for the complaint regarding a CO.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. (See Complaint Procedure below.)

Complaint Procedures

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

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

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

Internal Complaint Procedure

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

- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the CO.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the CO. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the Complainant or someone authorized to sign for the Complainant, describe the alleged discriminatory action in sufficient detail to inform the CO of the nature and date of the alleged violation and propose a resolution. The complaint ~~must~~ should be filed within thirty (30) days of the circumstances or event giving rise to the complaint ~~unless the time for filing is extended by the CO for good cause.~~
- C. The CO will conduct an independent investigation of the matter ~~(which may or may not include a hearing)~~. This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The CO will provide the Complainant with a written disposition of the complaint as soon as practicable relative to the ability to complete a thorough investigation but within ~~ten (10)~~ sixty (60) days. If no decision is rendered within ~~ten (10)~~ sixty (60) business days, or the decision is unsatisfactory in the opinion of the Complainant, the employee may file, in writing, an appeal with the District Administrator. The CO shall maintain the District's files and records relating to the complaint.
- D. The District Administrator will, within ten (10) days of receiving the written appeal, conduct a ~~hearing~~ meeting with all parties involved in an attempt to resolve the complaint.

The District Administrator will render ~~his/her~~ their decision within ten (10) days of the ~~hearing~~ meeting.

- E. The employee may be represented, at ~~his/her~~ their own cost, at any of the above-described meetings/~~hearings~~.
- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

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

Directives During Investigation

The CO may recommend to the District Administrator placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such a recommendation to the Board. For example, administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation may be required to answer questions that could also involve criminal investigation or sanctions, including the existence of a co-occurring law enforcement investigation are still required to answer questions concerning the District investigation, but are entitled to do so without waiving their Constitutional right against self-incrimination that applies during a criminal investigation. should be provided a Garrity warning apprising the person of their obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution. Employees should be advised of this right, through what is often referred to as a "Garrity Warning". The Garrity Warning informs the employee that the employee is required to respond to questions posed during the investigation and that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. ~~(See Form 8913-F1 - Garrity Warning)~~

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

OCR Complaint

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

U.S. Department of Education Office for Civil Rights Citigroup Center
500 W. Madison Street Suite 1475
Chicago, IL 60661
(312) 730-1560
FAX: (312) 730-1576
TDD: (877) 521-2172
E-mail: OCR.Chicago@ed.gov

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the District's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

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

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and any relevant codes of conduct.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases ¹⁸⁵ where discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

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

Retaliation

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

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

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

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

Education and Training

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

Retention of Investigatory Records and Materials

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

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, and audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, and social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes and summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and procedures/guidelines used by the District to conduct the investigation and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with

respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);

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

N. documentation of any training provided to District personnel related to this policy including, but not limited to notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conduct an investigation of an alleged violation of this policy.

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

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

Revised 10/8/18

Revised 10/11/21

T.C. 6/6/23

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



Book	Policy Manual
Section	Policies Ready for Full Board
Title	PARENT ORGANIZATIONS
Code	po9210 Rescind
Status	Full Board Review
Adopted	March 13, 2017

~~9210 -- PARENT ORGANIZATIONS~~

~~The Board of Education supports all organizations of parents whose objectives are to promote the educational experiences of District students. However, in using the name of the District or its schools and in organizing a group whose identity derives from a school(s) of this District, the parental organization thereby shares responsibility with this Board for the welfare of participating students.~~

~~Any new parent organization desiring to use the name or good offices of the District must obtain the approval of the District Administrator as a prerequisite to organizing.~~

~~Representatives and members of approved school-related organizations shall in all circumstances be treated by District employees as interested friends of the schools and as supporters of public education in the School District.~~

~~The Board relies upon approved organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw sponsorship from organizations which violate the bounds of community taste.~~

~~Further, parent organizations shall comply with the rules and procedures set forth in Policy 9211 District Support Organizations.~~

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Book	Policy Manual
Section	Policies Ready for Full Board
Title	DISTRICT-SUPPORT ORGANIZATIONS
Code	po9211
Status	Full Board Review
Adopted	March 13, 2017
Last Revised	February 26, 2018

9211 - **DISTRICT-SUPPORT ORGANIZATIONS**

The Board appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students, and/or provide extra educational benefits not provided for, at the time, by the Board.

Each group's fund-raising activities shall be in compliance with all applicable Board policies, including, but not limited to, the requirement that, if approved, fundraisers that involve the sale to students of food items or beverages to be consumed on campus can only be conducted from thirty (30) minutes following the close of the last lunch period until thirty (30) minutes after the end of the school day. Additionally, the funds shall be used for school-related projects that have the approval of the Principal.

Any organization described in this policy must obtain advance written permission from the Building Principal or District Administrator before using any of the District's logos or name as well as the District's or school's slogans for the purpose of describing or promoting the organization or any activity of the organization.

Each volunteer organization that intends to work within the school setting may only do so in cooperation with the Principal and other staff members, including for such activities as fundraisers, meetings, and the like

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Wisconsin Interscholastic Athletic Association

Cooperative Team Sponsorship Signatures

By our signatures we agree we have, as a school administration and school board, reviewed and discussed the items indicated on this form. We further confirm that our school district will provide the same level of institutional oversight to this program as to other sports sponsored by our district. In addition, we acknowledge that any monetary funds provided to us by outside sources will be handled according to district policies. Parent support groups, etc., shall not be involved in paying program expenses directly.

Please provide your school name

New Glarus High School

Signature of Board of Education or Governing Body President

Signature of District Administrator

Signature of Conference Commissioner

Wisconsin Interscholastic Athletic Association

Cooperative Team Sponsorship Signatures

By our signatures we agree we have, as a school administration and school board, reviewed and discussed the items indicated on this form. We further confirm that our school district will provide the same level of institutional oversight to this program as to other sports sponsored by our district. In addition, we acknowledge that any monetary funds provided to us by outside sources will be handled according to district policies. Parent support groups, etc., shall not be involved in paying program expenses directly.

Please provide your school name

New Glarus High School

Signature of Board of Education or Governing Body President

Signature of District Administrator

(Monroe/New Glarus Swim)



New Glarus School District
FY 2023-2024 Summer and Interim Session

Per Wisconsin Statute §121.05, the district is required to maintain this signature page on file at the district. Do not send to the Department.

New Glarus (3934)
PO Box 7
New Glarus WI 53574-0007
CESA #02
Green County (23)

Officially submitted by user ID aedge on **Thursday, September 21, 2023 at 7:36:38 AM**

Last data amendment was made by user ID aedge on **Thursday, September 21, 2023 at 7:36:38 AM**

Reporting District	
<p>Did you offer academic summer session courses?</p> <p>If Yes, confirm that the courses took place during the summer months in between school terms.</p>	Yes
<p>Did you offer academic interim session courses?</p> <p>If Yes, confirm that you are a year round school that had no more than 45 calendar days between consecutive sessions during which hours of instruction are counted to meet the requirement of s. 121.02(1)(f) Stats.</p>	No
<p>Were students required to pay a fee for participation in any of the academic courses included in this report?</p> <p>If Yes, review guidelines and other materials regarding summer membership at the following site: http://dpi.wi.gov/sfs/children/summer-school to verify the fee is both allowed and actual and complete the fee reconciliation worksheet in the PI1804 workbook.</p>	No
<p>Were any of the courses claimed for summer membership delivered through computer based on-line methods?</p> <p>If Yes, Determine which method of reporting is required</p> <p>Certain on-line virtual courses that meet the requirements of 118.33(1)(a)1 are counted for membership separate from other academic courses</p> <p>See: http://dpi.wi.gov/sfs/children/summer-school for a list of certain on-line course where one credit is earned with 8,100 minutes of instruction and other eligibility information</p> <p>On-line courses that do not meet the requirements of 118.33(1)(a)1 are included and reported with other academic courses.</p>	Yes

Reporting District

Date of the last day of the previous regular session:	6/8/2023
Date of the first day of summer or interim session: The first day must be after the last day of the regular school year.	6/12/2023
Date of the last day of summer or interim session: The last day must be before the first day of the next regular school year.	8/25/2023
Date of the first day of the start of the upcoming regular session:	9/1/2023
Number of days the district held classes for summer or interim session:	54
Number of days the district held classes for the regular school term:	176
Number of Resident students entering grades 4K-12 that participated in Summer or Interim Session classes:	514
Number of Non-Resident students entering grades 7-12 that took online Summer or Interim Session classes:	0
Total Resident Pupil Minutes (from PI-1804-W2, Academic Courses, Column 8b):	1318170
Total Minutes from certain online classes per PI 17.03(2)(d) (from PI-1804-W2 Online Courses, sum of columns 8b and 9b):	125550

Certification Statement

I certify that the data submitted on this report is, to the best of my knowledge and belief, accurate and complete.

District Officials in Office on Date Submitted

Administrator	
Administrator's Name Jennifer Thayer - PhD	Telephone 608-527-2410 extension 4116
Administrator's Signature	Date Signed
Clerk	
Clerk's Name	Telephone
Clerk's Signature	Date Signed
Person Completing this Report	
Contact's Name and Title Anthony Edge , Summer School Coordinator	Telephone 608-527-2410 extension 3030
Contact's Signature	Date Signed

GOVERNMENT ENTITY SETTLEMENT AGREEMENT

This Settlement Agreement, entered into as of this 26th day of July 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052, on behalf of all Settling Government Entity Plaintiffs (together with Altria, the “**Parties**”). This Settlement Agreement establishes a program to resolve the Released Claims and Liabilities (defined in Paragraph 1.39 below).

RECITALS

WHEREAS, the Settling Government Entity Plaintiffs participating in this Settlement Agreement have brought lawsuits and/or retained counsel to pursue claims against JUUL Labs, Inc. (“JLI”), Altria and other Released Parties in state and federal court seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons;

WHEREAS, Altria, on its own behalf and on behalf of the Released Parties, has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Settlement Agreement, after having (i) litigated cases or observed the litigation of cases in connection with the above for over four years; (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) engaged with the Mediator; (iv) engaged in arm’s-length negotiations, and (v) participated in a bellwether trial involving the San Francisco Unified School District, have now reached an agreement providing for a resolution of claims that have been or could have been brought against Altria and any other Released Party in connection with the above;

WHEREAS, the Parties recognize and acknowledge the time, risk, and expense of litigating the Settling Government Entity Plaintiffs’ cases to judgment against Altria and other Released Parties;

WHEREAS, Altria now wishes to resolve any claims or causes of action against it and any other Released Party that any Settling Government Entity Plaintiffs ever had, now have, or will have in the future in connection with the above;

WHEREAS, the Settling Government Entity Plaintiffs, through their counsel, have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account (i) the burdens, risks, uncertainties, time, and expense of litigation; and (ii) the merits of the terms set forth herein, Plaintiffs’ Leadership, on behalf of the Settling Government Entity Plaintiffs, have concluded that the settlement set forth in this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settling Government Entity Plaintiffs with respect to claims against Altria and other Released Parties;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally and completely the cases brought against Altria and any other Released Party by the Settling Government Entity Plaintiffs without any admission of wrongdoing or liability;

WHEREAS, Altria believes the terms of this Settlement Agreement are fair, reasonable, and adequate with respect to the claims asserted by the Settling Government Entity Plaintiffs against Altria and other Released Parties; and

WHEREAS, the Parties believe that the terms of this Settlement Agreement involve good and fair consideration on behalf of all Parties;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein.

1. **DEFINITIONS**

As used in this Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “**Alleged Harms**” has the meaning given to such term in Section 4.6.2.

1.2 “**Attorneys’ Fees and Expenses**” means the reasonable attorneys’ fees and documented litigation expenses of counsel, including but not limited to members of the Plaintiffs’ Steering Committees (or their equivalent) in MDL No. 2913 and JCCP No. 5052, incurred in connection with litigation against any Released Party, and in connection with this Settlement Agreement, that are recoverable pursuant to MDL Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto), or individual contracts.

1.3 “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.4 “**Claims**” has the same meaning as that term is given in Exhibit 1.

1.5 “**Claims Administration Procedures (CAP)**” shall be established by the Government Entity Settlement Administrator and made available to all Plaintiffs’ Counsel and Parties to provide more detailed guidance on procedures and timing including procedures for curing any defects in claim and other submissions.

1.6 “**Class**” has the same meaning as that term is given in Exhibit 4.

1.7 “**Class Settlement Agreement**” means the document attached hereto as Exhibit 4.

1.8 “**Counsel Certification Form**” means the form attached as Exhibit 5, which includes Subpart I (Additional Case Identification) and Subpart II (certification that they do not presently have other clients they represent for whom they plan to file cases against Altria or other Released Party alleging Released Claims and Liabilities).

1.9 “**Defense Counsel**” shall mean counsel for Altria.

1.10 “**Designated Appropriate Official**” means the official having been appointed by the Settling Government Entity Plaintiff in accordance with Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B).

1.11 “**Eligible Government Entity Plaintiff**” means all Government Entities (1) who have filed a cause of action against Altria as of May 10, 2023, whether or not those claim(s) or causes of action have been consolidated into *In re: JUUL Labs, Inc. Marketing, Sales Practices & Products Liability Litigation*, Case No. 19-md-02913-WHO (N.D. Cal.) or *JUUL Labs Product Cases*, JCCP No. 5052 (Cal. Super., Los Angeles County); or (2) are represented by Plaintiffs’ Counsel to pursue a cause of action against Altria and/or any other Released Party and executed a signed retainer as of May 10, 2023, but excluding the San Francisco Unified School District, which is entering a separate settlement agreement.

1.12 “**Final Approval**” or “**Final Approval Order and Judgment**” has the meaning given to that term in Exhibit 4.

1.13 “**First Payment Date**” has the meaning given to such term in Section 3.1.

1.14 “**Government Entity**” means all U.S. domestic government entities, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

1.15 “**Government Entity Settlement Administrator**” means BrownGreer PLC.

1.16 “**Government Entity Qualified Settlement Account**” shall be the account established and funded in accordance with Section 8.

1.17 “**Gross Settlement Amount**” means \$168,250,000.

1.18 “**Implementation Order**” means an order substantially similar to Case Management Order No. 16 (Implementing JLI Settlement) to be jointly proposed by the Parties within five (5) Business Days of the Execution Date, the function of which is to implement this Settlement Agreement.

1.19 “**Individual Government Entity Settlement Payment**” has the same meaning as that term is given in Exhibit 1.

1.20 “**JCCP Court**” means the court overseeing JCCP No. 5052.

1.21 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los Angeles, Department 11, all cases that are part of that proceeding, and Potential/Related JCCP No. 5052 Cases.

1.22 “**JUUL Product**” means any product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded devices and “JUUL”-branded pods.

1.23 “**Liabilities**” has the meaning given to such term in Exhibit 1.

1.24 “**MDL Court**” means Judge William H. Orrick of the U.S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.25 “**MDL No. 2913**” means the coordinated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, all cases that are part of that proceeding, and Potential/Related MDL No. 2913 Cases.

1.26 “**Mediator**” means the mediator appointed by the MDL Court, Thomas J. Perrelli.

1.27 “**Non-Settling Cases Order**” means an order to be proposed by Altria to the MDL Court and JCCP Court within 30 days of the Execution Date, substantially similar to Case Management Order No. 17 (Case Management Order for Any Ongoing Litigation Against Settling Defendants).

1.28 “**Opt-Outs And Rights Of Withdrawal Agreement**” means the document attached hereto as Exhibit 3.

1.29 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.30 “**Plaintiff Fact Sheet**” means the Plaintiff Fact Sheet required under the MDL Court’s Case Management Order No. 13.

1.31 “**Plaintiffs’ Counsel**” means each and every law firm that is counsel for at least one plaintiff in MDL No. 2913 or JCCP No. 5052.

1.32 “**Plaintiffs’ Leadership**” means the Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto, collectively “**MDL Co-Lead Counsel**”), and Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi, collectively, “**JCCP Government Entities Leadership**”).

1.33 “**Potential/Related JCCP No. 5052 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to JCCP No. 5052.

1.34 “**Potential/Related MDL No. 2913 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to MDL No. 2913.

1.35 “**Preliminary Approval Motion**” has the meaning given to such term is given in Exhibit 4.

1.36 “**Preliminary Approval Order**” means an order entered by the MDL Court, preliminarily approving the Class Settlement Agreement and certifying the Settlement Class.

1.37 “**Release**” means a release substantially in the form of Exhibit 1, which shall jointly and severally release and forever discharge and hold harmless any Released Parties of and from any and all Released Claims and Liabilities.

1.38 “**Released Claims and Liabilities**” has the same meaning as that term is given in Exhibit 1.

1.39 “**Released Conduct**” means conduct by a Released Party that occurred on or before the date on which the Releases described in Section 10.2 take effect.

1.40 “**Released Parties**” means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies; and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers. Subject to and without limiting the foregoing sentence, **Released Parties** does not include Juul Labs, Inc. or any of its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents.

1.41 “**Settlement Agreements**” means this Government Entity Settlement Agreement, the settlement agreement reached between the Parties and Personal Injury Plaintiffs, and the Class Settlement Agreement.

1.42 “**Settlement Program**” means the program and procedures described in this Settlement Agreement.

1.43 “**Settling Government Entity Plaintiff**” means an Eligible Government Entity Plaintiff which, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program.

2. **RECOMMENDATION OF SETTLEMENT AND OBLIGATIONS**

2.1 No later than July 31, 2023, Plaintiffs' Counsel must complete and send to Plaintiffs' Leadership and Defense Counsel the Counsel Certification Form. This form is not to be interpreted as a restriction on the practice of law. Inclusion of an Eligible Government Entity Plaintiff on this form does not mean it is agreeing to settle its claims. It is instead to clarify the universe of Eligible Government Entity Plaintiffs.

2.2 By August 31, 2023, Plaintiffs' Leadership shall provide to Plaintiff's Counsel a detailed informed consent letter for the Eligible Government Entity Plaintiffs ("**Informed Consent Letter**") compliant with the aggregate settlement rules, describing the settlement, the Gross Settlement Amount allocation, and the settlement process. Each Plaintiff's Counsel must send the Informed Consent Letter, along with the Release, to their respective clients to obtain informed consent.

2.3 The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff. This Settlement Agreement is not binding on any Eligible Governmental Entity Plaintiff that, upon the receipt of appropriate disclosures, including allocation information, does not timely provide a valid, executed Release.

3. **GOVERNMENT ENTITY SETTLEMENT CONSIDERATION**

3.1 Within sixty (60) days of Final Approval (the "**Payment Date**"), Altria shall cause payment of the Gross Settlement Amount to the Government Entity Qualified Settlement Account.

3.2 Neither Altria nor any other Released Party shall have any additional payment obligations in connection with this Settlement Agreement, including any Attorneys' Fees and Expenses or costs of the Settlement Program. Altria and the other Released Parties shall not, under any circumstances, be responsible for, or liable for, payment of any amount under this Settlement Agreement in excess of the Gross Settlement Amount.

3.3 The Mediator shall recommend an allocation of the Gross Settlement Amount for all Eligible Government Entity Plaintiffs.

3.4 If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, then an amount equal to that Eligible Government Entity Plaintiff's share of the Government Entity Settlement Amount as determined by the Mediator's final allocation grid shall be deducted from the Government Entity Settlement Amount or (if payment has been made) returned by the Government Entity Qualified Settlement Account to Altria. This provision is without prejudice to Altria's right to withdraw from and terminate this Settlement Agreement in accordance with Exhibit 3.

3.5 In exchange for the benefits being made available by this Settlement Agreement, and after receipt of the Informed Consent Letter and allocation information regarding the Gross Settlement Amount, each Eligible Government Entity Plaintiff that

chooses to participate in the Settlement shall sign and submit a Release and shall dismiss its claims with prejudice, with each party to bear its own costs.

4. SETTLEMENT IMPLEMENTATION

4.1 Within five (5) Business Days after the Execution Date, the Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval. Among other things, the proposed Implementation Order shall jointly request a stay during the pendency of the settlement proceedings contemplated by this Settlement Agreement of (i) the underlying proceedings against Altria and any other Released Party, and (ii) the prosecution of any and all actions and proceedings (including discovery) against Altria and/or any other Released Party brought by anyone for, based upon, relating to, or arising out of any Released Claims and Liabilities. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Settlement Agreement, the Personal Injury Settlement Agreement, and the Class Settlement Agreement, including but not limited to any timely appeal of the Final Approval Order and Judgment, unless modified by further order of the MDL Court, the JCCP Court, or any other appropriate courts.

4.2 Within 30 days after the Execution Date, Defense Counsel shall submit the Non-Settling Cases Order to the MDL Court and the JCCP Court for approval. Plaintiffs' Leadership may join in submitting the Non-Settling Cases Order but in all events will not oppose entry of the Non-Settling Cases Order so long as it is supported by the Special Master.

4.3 By August 9, 2023, Plaintiffs' Leadership shall provide to Defense Counsel an updated and final list of all Eligible Government Entity Plaintiffs, substantially in the form of Exhibit 6. Plaintiffs' Leadership shall also confirm that all Plaintiffs' Counsel complied with the requirements of Section 2.

4.4 To the extent not already filed, Eligible Government Entity Plaintiffs must file a case by July 31, 2023.

4.5 To the extent not already completed and submitted, Eligible Government Entity Plaintiffs must provide to the Government Entity Settlement Administrator completed and signed Plaintiff Fact Sheets by August 7, 2023. Eligible Government Entity Plaintiffs who do not provide a completed and signed Plaintiff Fact Sheet by this date will be subject to the procedures outlined in the Implementation Order entered in the MDL Court and the JCCP Court, including (following any cure period) dismissal of their Claims with prejudice.

4.6 Each Settling Government Entity Plaintiff shall acknowledge and agree that, notwithstanding anything to the contrary in this Settlement Agreement, including, but not limited to, the scope of the Release:

4.6.1 The Settling Government Entity Plaintiff enters into this Settlement Agreement to avoid delay, expense, inconvenience, and uncertainty of further litigation;

4.6.2 The Settling Government Entity Plaintiff sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in each Plaintiffs' complaint, Plaintiff Fact Sheet, and subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the "**Alleged Harms**"), and the amounts to be paid under this Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Settling Government Entity Plaintiff.

4.6.3 The amounts paid under this Settlement Agreement as compensatory restitution are to restore, in whole or in part, the Settling Government Entity Plaintiff to the same condition or position it would have been in had it not suffered such Alleged Harms.

4.6.4 No amount to be distributed under this Settlement Agreement to a Settling Government Entity Plaintiff represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation and no portion of the amounts paid under the Settlement Agreement is in lieu of any fine or penalty, and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

4.7 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Released Party that any of the Alleged Harms have actually been suffered, that any of the Alleged Harms resulted in any of the damages that have been alleged, or that any of the Alleged Harms are attributable to any liability or wrongdoing, including any violation of any law, rule, or regulation, in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products, all of which Altria, on its own behalf and on behalf of any other Released Party, expressly deny.

4.8 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Settling Government Entity Plaintiff that the amounts to be paid under this Settlement Agreement fully compensate any Settling Government Entity Plaintiff for the Alleged Harms.

5. GOVERNMENT ENTITY SETTLEMENT ADMINISTRATION AND LIMITATIONS

5.1 The reasonable costs of the Settlement Program, including the administrative costs of the Government Entity Settlement Administrator incurred in connection with the operation of this Settlement Agreement, will be paid from the Government Entity Qualified Settlement Account.

5.2 Benefits will be provided to Settling Government Entity Plaintiffs pursuant to the procedures contained in the Settlement Program.

5.3 The Settlement Administrator, in consultation with the MDL Co-Lead Counsel and Special Master Perrelli, shall issue a Claims Administration Procedure setting forth details required for orderly and fair claim submissions. MDL Co-Lead Counsel and JCCP Government Entities Leadership will provide guidance and direction and interact with the Settlement Administrator.

6. REPORTING OBLIGATIONS; ACCESS TO DATA

6.1 The Government Entity Settlement Administrator shall report monthly, from inception of the Settlement Program completion of payment to all Settlement Government Entity Plaintiffs, to the Parties (as set forth in a separate administrative agreement with the Government Entity Settlement Administrator) on the status of the Settlement Program. Each monthly report shall include no less than the following: (1) Entity name and principal business address of the Settling Government Entity Plaintiff; (2) the number of Counsel Certification Forms; (3) the number of Plaintiff Fact Sheets; and (4) amount paid to each Settling Government Entity Plaintiff. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to the Parties through a secure online portal.

6.2 In addition to and without limiting the audit rights described in Section 18, Defense Counsel shall be entitled to review all Counsel Certification Forms (including all exhibits and attachments thereto), Plaintiff Fact Sheets, and all Plaintiff Fact Sheet related materials submitted in connection with the Settlement Program. By participating in the Settlement Program, each Settling Government Entity Plaintiff consents to the disclosure of such Settling Government Entity Plaintiff's documents and information, as described in this Settlement Agreement. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to Defense Counsel through a secure online portal.

6.3 Defense Counsel shall not have any other right to access that Settling Government Entity Plaintiff's documents and information, except as required by law or ordered by the MDL Court or JCCP Court.

6.4 Nothing in this Settlement Agreement shall limit either Altria's or Defense Counsel's rights or access to any non-Settling Government Entity Plaintiff's documents and information, including any documents or information the non-Settling Government Entity Plaintiffs are required to provide under the Implementation Order, the Non-Settling Cases Order, Case Management Order 17, or any similar orders.

7. DEADLINES

7.1 Unless otherwise ordered by the MDL Court, or agreed by the Parties, the following deadlines shall apply. In the case of a discrepancy between the table below and the text of this Settlement Agreement, the dates in the table below control.

7.2 For the avoidance of doubt, if any deadline would end on a day that is not a Business Day, then the deadline is extended to the first day that is a Business Day.

ACTION	DEADLINE
Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval	5 Business Days after Execution Date
Return completed and signed Counsel Certification Form to the Government Entity Settlement Administrator	July 31, 2023
All unfiled Eligible Government Entity Plaintiffs must file their cases, if not already filed	July 31, 2023
Eligible Government Entity Plaintiffs must submit Fact Sheets	August 7, 2023
First Termination Option Deadline	Within 15 days of any MDL Court denial of the Motion for Preliminary Approval of the Class Action Settlement
Government Entity Eligibility Verification	August 9, 2023
Final Government Entity Allocation Completed	August 10, 2023
Government Entity Informed Consent Letter and Release Package to be ready for distribution	August 14, 2023
Government Entity Release Due to Settlement Administrator, to be held in Escrow Pending Receipt of Government Entity Settlement Amount into the Government Entity Settlement Trust	November 30, 2023

Settlement Administrator to provide to Altria and Plaintiffs' Leadership a list of all Eligible Government Entity Plaintiffs who did not submit Releases	December 1, 2023
First date that Altria may exercise Second Termination Option	30 Days after the Class Opt-Out Period Ends
Altria Second Termination Option Deadline	Within the deadline set pursuant to the Opt-Outs And Rights Of Withdrawal Agreement
Payment by Altria to the Government Entity Qualified Settlement Account of the Gross Settlement Amount	Within 60 days of Final Approval
Releases Become Effective	Upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account

8. GOVERNMENT ENTITY QUALIFIED SETTLEMENT ACCOUNT

8.1 The Parties have agreed to the establishment of a Government Entity Qualified Settlement Account. The Government Entity Qualified Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the MDL Court.

8.2 Disbursements from the Government Entity Qualified Settlement Account shall be made in accordance with the Settlement Program in accordance with this Settlement Agreement.

8.3 The Government Entity Qualified Settlement Account shall be held at a federally-insured bank acceptable to the Parties.

8.4 Any interest that accrues on amounts in the Government Entity Qualified Settlement Account shall be deemed to be part of the Government Entity Qualified Settlement Account.

8.5 The Government Entity Settlement Administrator shall provide Altria and Defense Counsel with such information, in writing, regarding allocations of the Government Entity Qualified Settlement Amount among the Eligible Government Entity Plaintiffs, and disbursements to the Settling Government Entity Plaintiffs from the Government Entity Account, on a monthly basis, including without limitation lists of each of the Eligible Government Entity Plaintiffs together with the amounts allocable and/or distributable to each under this Settlement Agreement.

8.6 In no event shall Altria or any other Released Party have any liability to any Government Entity Plaintiff or its counsel regarding the allocation of any Government Entity Settlement Payment, allocation of Attorneys' Fees and Expenses, or timing of payment from the Government Entity Qualified Settlement Account.

9. PARTICIPATION IN THE SETTLEMENT PROGRAM

9.1 No later than November 30, 2023, all Eligible Government Entity Plaintiffs who, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program, must submit a Release. Each Eligible Government Entity Plaintiff that chooses to accept its settlement allocation through the Settlement Program must submit an executed Release in order to receive compensation and otherwise receive the benefits of the Settlement Program.

9.2 No later than December 1, 2023, the Government Entity Settlement Administrator shall provide to Plaintiffs' Leadership and Altria a list of all Eligible Government Entity Plaintiffs who failed to submit a Release. Any Eligible Government Entity Plaintiff who fails to submit the Release by November 30, 2023 must comply with any orders entered in the MDL Court and the JCCP Court, including any discovery orders.

9.3 By submitting a Release, each Eligible Government Entity Plaintiff shall be deemed to have accepted the Eligible Government Entity Plaintiff's settlement allocation and agreed to be bound by all of the terms and conditions in this Settlement Agreement.

9.4 Provided that the payment discussed in Section 3 are made pursuant to the deadlines in this Settlement Agreement, and subject to Paragraph 3.4, no Released Party shall have any liability for any failure of the Government Entity Settlement Administrator to pay an Individual Government Entity Settlement Payment to any Government Entity Plaintiff; or the amount of any Individual Government Entity Settlement Payment.

9.5 The Government Entity Settlement Administrator shall not disburse any Individual Government Entity Settlement Payment to Counsel for a Government Entity Plaintiff until the Releases described in Section 10 have been submitted by the Government Entity Plaintiff and verified by the Government Entity Settlement Administrator.

10. RELEASE OF CLAIMS, DISMISSAL WITH PREJUDICE, EXCLUSIVE REMEDY

10.1 It is expressly understood and agreed that the Parties have entered into this Settlement Agreement in good faith. It is the intent of the Settling Government Entity Plaintiffs, upon the date the Releases become effective pursuant to the terms of this Settlement Agreement and Exhibit 1, and the intent of the Released Parties, that by making this good faith settlement of a disputed matter, the Released Parties shall be relieved from any liability for Released Claims and Liabilities under any theory, whether contribution, indemnification, or other means.

10.2 In exchange for the benefits being made available by this Settlement Agreement, each Settling Government Entity Plaintiff that, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program and otherwise accepts the settlement set forth in this Settlement Agreement (i) shall deliver to the Government Entity Settlement Administrator, for the benefit of Altria and each of the other Released Parties, an executed Release in the form attached as Exhibit 1, which will immediately become effective upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account on the Payment Date; and (ii) shall dismiss with prejudice, within thirty (30) days of the Payment Date, provided that the Gross Settlement Amount is paid into the Government Entity Qualified Settlement Account by that date, all claims asserted by the Settling Government Entity Plaintiff against Altria and any other Released Party in their cases, wherever filed, with each Party to bear its own costs, except as otherwise provided herein.

10.3 Upon the effectiveness of the Releases described in Section 10.2, herein, no Released Party shall be subject to liability or expense of any kind to any Settling Government Entity Plaintiff or its respective counsel related to the Released Claims and Liabilities except as provided in this Settlement Agreement.

10.4 Upon the effectiveness of the Releases described in Section 10.2, the Settlement Program shall be the exclusive remedy for the Settling Government Entity Plaintiffs with respect to Released Claims and Liabilities as against any and all Released Parties. No Settling Government Entity Plaintiff shall recover, directly or indirectly, any sums from Altria or any other Released Party for Released Claims and Liabilities other than the consideration received under the terms of this Settlement Agreement. The Settling Government Entity Plaintiffs preserve all rights and remedies that may be available under the other documents contemplated by this Settlement Agreement, and court orders regarding this Settlement Agreement.

10.5 The signatories of this Settlement Agreement on behalf of the Eligible Government Entity Plaintiffs expressly represent and warrant that, subject to the exercise of their independent professional judgment as to the circumstances of individual clients, they will recommend participation in this Settlement Agreement to their Eligible Government Entity clients and will use their commercially reasonable best efforts to timely

submit Releases from all of their clients who elect to enroll. The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff.

10.6 Each Settling Government Entity Plaintiff further covenants and agrees that it will not argue, assert, sue, or bring any Claim under any state or federal law to challenge its Release, once effective, described in this Settlement Agreement.

11. NO PUNITIVE DAMAGES

11.1 Plaintiffs' Leadership, Plaintiffs' Counsel, and each Settling Government Entity Plaintiff agree that no payment made in connection with this Settlement Agreement is, or shall be deemed to be, attributable to punitive damages.

12. NO ADMISSION OF LIABILITY

12.1 Neither this Settlement Agreement, nor any exhibit, document, or instrument delivered in connection with this Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations, or (b) an admission or concession by any Government Entity Plaintiff of any lack of merit in those allegations.

12.2 Pursuant to this Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering into or carrying out this Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or against any of the Parties or any other Released Party, or as a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto. Notwithstanding the foregoing or anything herein to the contrary, the Released Parties may file this Settlement Agreement and use it as evidence in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. REPRESENTATIONS AND WARRANTIES

13.1 Plaintiffs' Leadership represent and warrant that they each have the authority to enter into this Settlement Agreement. Further, the Settling Government Entity Plaintiffs in their Releases shall affirm that they have not assigned, in whole or in part, any rights or claims against Altria or any other Released Party, and have not assigned, in whole or in part, any of the Released Claims and Liabilities, subject to the exceptions set forth in

the Release. In the event that an assignee or purported assignee attempts to assert a Settling Government Entity Plaintiff's right or Claim against Altria or any other Released Party, Plaintiffs' Leadership and the Settling Government Entity Plaintiff shall cooperate with Altria and any affected Released Party in their response or defense of the asserted right or Claim.

13.2 Altria represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Settlement Agreement. The execution, delivery, and performance by Altria of this Settlement Agreement has been duly authorized by all necessary corporate action. This Settlement Agreement has been duly and validly executed and delivered by Altria, and constitutes its legal, valid, and binding obligation.

13.3 This Settlement Agreement is enforceable against all Parties in accordance with its terms.

14. INDEMNITY AND TAXES

14.1 *Claim-Over.* It is the intent of the Parties that:

14.1.1 Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Settlement Agreement;

14.1.2 The payment made under this Settlement Agreement shall be the sole payment made by any of the Released Parties to the Settling Government Entity Plaintiffs involving, arising out of, or related to the conduct released herein;

14.1.3 Claims by Settling Government Entity Plaintiffs against non-Parties should not result in additional payments by Released Parties, except where required by contractual indemnification; and

14.1.4 The Settlement Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

14.2 Every Settling Government Entity Plaintiff agrees that, if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a "**Non-Released Party**") and obtains a resulting judgment (a "**Non-Released Party Judgment**"); and (b) if such Non-Released Party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party (a "**Claim- Over**"), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

14.2.1 They shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith

settlement and that relevant state laws governing such settlements should be enforced;

14.2.2 Each Settling Government Entity Plaintiff, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by Altria or any of the other Released Parties against any Non-Released Party to dismiss any Claim-Over on the grounds that this Settlement Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over.

14.2.3 The Parties shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.

14.2.1 In the event that the Non-Released Party obtains a judgment against the Released Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

14.3 *Non-Party Settlement.* To the extent that on or after the date of this Settlement Agreement any Settling Government Entity Plaintiff settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), the Settling Government Entity shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which Altria or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of this Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.

14.4 No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

14.5 Each Government Entity Plaintiff that accepts the settlement set forth in this Settlement Agreement will be responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

14.6 The Parties agree that the Gross Settlement Amount constitutes restitution or remediation within the meaning of 26 U.S.C. § 162(f)(2)(A).

15. CONTINUING JURISDICTION

15.1 The MDL Court shall retain jurisdiction over MDL No. 2913, the Government Entity Settlement Administrator, the Government Entity Qualified Settlement Account, this Settlement Agreement, and the Parties for the purpose of administering, supervising, construing and enforcing this Settlement Agreement.

15.2 The Parties further agree that (i) the MDL Court shall retain jurisdiction over any Government Entity Plaintiff with a case in MDL No. 2913 that was eligible to participate in this Settlement Agreement, but elected not to participate, until such time, if ever, that the MDL Court determines that remand to the home jurisdiction for trial is appropriate after full fact and expert discovery has occurred in the MDL Court; and (ii) the JCCP Court shall retain jurisdiction over any Government Entity Plaintiff with a case in JCCP No. 5052 that was eligible to participate in this Settlement Agreement, but elected not to participate, subject to any right of removal that may exist and/or any exercise of that right.

16. SUBMISSION TO AUTHORITY OF MDL COURT AND JCCP COURT

16.1 Each Party and each Settling Government Entity Plaintiff and its Counsel, agrees that authority over the process contemplated by the Settlement Program, including any Claims submitted under the Settlement Program, resides with those Persons appointed pursuant to this Settlement Agreement to exercise that authority, as such authority is specified in this Settlement Agreement.

16.2 By submitting a Release and settling its claims through the Settlement Program, each Settling Government Entity Plaintiff consents to personal jurisdiction and venue in the MDL Court and, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.3 Except as specifically provided in this Settlement Agreement, any dispute that arises under or otherwise in connection with (i) this Settlement Agreement, (ii) any Release, (iii) the Settlement Program, and/or (iv) any other administrative agreement under which disputes are agreed to be handled in the manner set forth in this Section 16, shall be submitted to the MDL Court or, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.4 Nothing in this Section alters or amends the provisions in MDL Case Management Order Nos. 5 and 5(a), and all amendments thereto, with respect to MDL jurisdiction over common benefit fees and costs, nor the parallel provisions of JCCP Case Management Order Nos. 5 and 8. It is recognized that MDL and JCCP leadership may seek

amendment of common benefit orders to alter the apportionment between fees and costs or to increase the total assessment.

17. FEES AND EXPENSES OF COUNSEL

17.1 Neither Altria nor any other Released Party shall have any responsibility whatsoever for the payment of Attorneys' Fees and Expenses.

17.2 Nothing in this Settlement Agreement shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Settling Government Entity Plaintiffs out of the settlement proceeds.

17.3 The Government Entity Settlement Administrator shall deduct common benefit funds from each allocation from the Government Entity Qualified Settlement Account made to a Settling Government Entity Plaintiff. The Government Entity Settlement Administrator shall place those funds into separate sub-accounts created and held by the Settlement Account, pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.4 Counsel with a basis to seek the payment of Government Entity Plaintiffs' Attorneys' Fees and Expenses from the common benefit fund may apply to the MDL Court or the JCCP Court for an award of Government Entity Plaintiffs' Attorney's Fees and Expenses pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.5 Any Government Entity Plaintiffs' Attorneys' Fees and Expenses incurred and awarded by the MDL Court or the JCCP Court pursuant to Section 17.3 shall be paid from deductions made pursuant to Section 17.2 and paid into the relevant sub-account from the Government Entity Qualified Settlement Account and shall not increase the aggregate amount of consideration to be paid by Altria, which is the amount specified pursuant to Section 3 hereof. Payment into the Government Entity Qualified Settlement Account shall satisfy any obligations upon Altria related to any common benefit order, including any holdback obligations pursuant to Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto).

17.6 Upon Altria's request, and with Plaintiffs' Leadership's contemporaneous consent, the Government Entity Settlement Administrator shall provide Altria with such information, in writing, regarding amounts allocated to common benefit funds under this Section 17, and any Attorneys' Fees and Expenses that are paid from the Government Entity Settlement Account, as Altria may request from time to time.

18. QUALITY CONTROL AND AUDIT PROCEDURES

18.1 Each Party shall have the absolute right and discretion at any time or from time to time, but at its expense, to itself conduct, or have conducted by an independent auditor, audits to verify one or more Claims submitted under the Settlement Program or any aspect thereof.

18.2 Each of the Parties and their respective representatives (including any auditing firm(s) that a Party may retain) shall, in connection with any exercise by it of any of its rights under this Section, at its request and expense, and at any time or from time to time, be afforded complete access to and permitted to inspect Counsel Certification Forms, Plaintiff Fact Sheets, and all related materials of each Government Entity Plaintiff submitted in connection with the Settlement Program. The Government Entity Settlement Administrator shall fully cooperate with any such audit. Additional materials related to the Government Entity Plaintiffs in connection with the Settlement Program may be made available to Altria or its representatives with Plaintiff's Leadership's consent.

18.3 Each Party shall notify the other, and the Government Entity Settlement Administrator, of any audit that it is conducting or having conducted pursuant to this Section 18 and which Claims (if any in particular) are to be audited.

18.4 If following completion of its audit of a Claim, a Party is of the view that any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program exist, that Party may bring such matter to the attention of the Government Entity Settlement Administrator for possible action and/or may seek intervention of the MDL Court or the JCCP Court, if the MDL Court lacks subject-matter jurisdiction.

18.5 Plaintiffs' Leadership, Altria, and the Government Entity Settlement Administrator each shall have the right to petition the MDL Court (or, if the MDL Court does not have jurisdiction over the relevant parties, the JCCP Court) for appropriate review and relief in the event of the detection of any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program.

19. LIENS

19.1 Each Government Entity Plaintiff shall, before receiving any settlement proceeds under this Settlement Agreement, certify that no individual or entity holds any Lien with respect to any payments from the Government Entity Qualified Settlement Account (and/or the right to receive such payments).

19.2 In any event and any term of this Settlement Agreement to the contrary notwithstanding, satisfaction and discharge of any and all Liens, whether past, present or future, whether known or unknown or asserted or unasserted, with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) are the sole responsibility of each Government Entity Plaintiff. In relation to any particular Government Entity Plaintiff, satisfaction and discharge of any and all Liens must be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment can be disbursed to such Government Entity Plaintiff.

20. TERMINATION

20.1 In the event the MDL Court does not enter a Preliminary Approval Order in the Class Action Settlement, then any Party may terminate this Settlement Agreement within 15 days of the MDL Court's denial of Motion for Preliminary Approval Order

("Altria First Termination Option Deadline"). If a Party terminates this Settlement Agreement, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the MDL Court or the JCCP Court in accordance with the terms of this Settlement Agreement will be treated as vacated, *nunc pro tunc*.

20.2 In the event that either the MDL Court or the JCCP Court do not approve and enter the Non-Settling Cases Order, Altria shall have the right in its sole discretion to withdraw from and terminate this Settlement Agreement.

20.3 In the event that the Class Settlement Agreement is not approved, does not reach Final Approval, or that its approval is conditioned on any material modifications that are not acceptable to the parties to the Class Settlement Agreement, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Class Settlement Agreement, Personal Injury Settlement Agreement, and/or the Government Entity Settlement Agreement.

20.4 This Settlement Agreement may be terminated pursuant to the Opt-Outs And Rights Of Withdrawal Agreement, and shall be governed by the deadlines set forth therein ("Altria Second Termination Option Deadline"). In no event shall the Altria Second Termination Option Deadline close until thirty (30) days after the Settlement Administrator provides the information required in Section 9.2.

20.5 If this Settlement Agreement is terminated for any reason, the status of the Claims or causes of action filed by Government Entity Plaintiffs in MDL No. 2913 and JCCP No. 5052 shall revert to as they were on the Business Day prior to the execution of this Settlement Agreement, without prejudice to any of the positions of the Parties. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose.

21. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

21.1 Any Released Party who is not a signatory to this Settlement Agreement is a third-party beneficiary of this Settlement Agreement, and is entitled to all of the rights and benefits under this Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Settlement Agreement as if that Released Party was a direct party to this Settlement Agreement.

21.2 Other than Section 21.1, no provision of this Settlement Agreement or any Exhibit thereto is intended to create any third-party beneficiary to this Settlement Agreement.

21.3 This Settlement Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No right to receive a payment from the Government Entity Qualified Settlement Account may be assigned by any Government Entity Plaintiff and/or its Counsel without

the prior written consent of Altria, except as set forth in the Release. Any assignment in violation of this Section shall be null and void.

22. AMENDMENT; NO IMPLIED WAIVER

22.1 This Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Plaintiffs' Leadership, on the other hand.

22.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

23. OTHER OBLIGATIONS; MISCELLANEOUS

23.1 Neither this Settlement Agreement nor the settlement set forth within it, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement set forth within it, nor any negotiations leading to this Settlement Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims and Liabilities, or of any fault, omission, fact, wrongdoing or liability of Altria or other Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

23.2 All agreements made and orders entered in connection with MDL No. 2913 and/or JCCP No. 5052 relating to the confidentiality of information survive this Settlement Agreement.

23.3 All of the Exhibits and Appendices to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

23.4 This Settlement Agreements, including attached Exhibits and any Release executed in connection with the Settlement Agreements, supersede any previous agreements and understanding among the Parties with respect to the subject matter of the Settlement Agreements and the settlements set forth within them, including the Parties' Settlement Term Sheet signed May 10, 2023.

23.5 Any notice, request, instruction, reporting called for under this Settlement Agreement, or other document to be given by any Party to this Settlement Agreement or by the Government Entity Settlement Administrator, to any other Party to this Settlement Agreement shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Government Entity Plaintiffs:

Sarah London
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, Fl. 29
San Francisco, CA 94111
(415) 956-1000

Dena Sharp
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
(415) 981-4800

Dean Kawamoto
KELLER ROHRBACK L.L.P.
1201 Third Ave., Ste. 3200
Seattle, WA 98101
(206) 623-1900

Ellen Relkin
WEITZ & LUXENBERG
700 Broadway
New York, NY 10003
(212) 558-5500

John Fiske
BARON & BUDD, P.C.
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
(858) 225-7200

Rahul Ravipudi
PANISH SHEA BOYLE RAVIPUDI LLP
11111 Santa Monica Blvd #700,
Los Angeles, CA 90025
(310) 928-6200

If to Altria:

Robert McCarter
Senior VP & Associate General Counsel
Altria Client Services
robert.a.mccarter@altria.com

-and-

APKS-PMService
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, DC 20001-3743
APKS-PMService@arnoldporter.com

23.6 This Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of this Settlement Agreement.

23.7 Except as provided in Section 24.2, the provisions of this Settlement Agreement are not severable.

24. WAIVER OF INCONSISTENT PROVISIONS OF LAW

24.1 To the fullest extent permitted by applicable law, each Party and each Settling Government Entity Plaintiff waives any provision of law (including the common law), which renders any provision of this Settlement Agreement invalid, illegal or unenforceable in any respect.

24.2 Any provision of this Settlement Agreement which is prohibited or unenforceable to any extent or in any particular context shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision shall be ineffective only in or as it relates to (as the case maybe) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction shall not otherwise invalidate or render unenforceable such provision (in such or any other jurisdiction); (ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance or circumstances), such provision shall be ineffective, but only in such particular context; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any other provision of this Settlement Agreement. Without limitation of the preceding sentence, it is further the desire, and intent and agreement, of the Parties that if the MDL Court determines that any provision of this Settlement Agreement is prohibited or unenforceable to any extent or in any particular context but in some modified form would be enforceable, the MDL Court shall have the power to, and shall, (x) modify such provision for purposes of such proceeding in accordance with clauses (i), (ii) and (iii) of the preceding sentence and otherwise to the

minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding, and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding. In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Settlement Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 24.2 is intended to, or shall, limit (1) Section 24.1 or (2) the intended effect of Section 24.3 (Governing Law).

24.3 All the terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies, unless prohibited by law.

25. MISCELLANEOUS PROVISIONS

25.1 The Parties, through their counsel, have negotiated all of the terms and conditions of this Settlement Agreement at arms' length, and have participated in or had the opportunity to participate in the drafting of this Settlement Agreement and related documents. Neither Party shall be considered the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against either of them by reason of authorship.

25.2 No waiver, modification, or amendment shall be deemed to result from the conduct of the Parties, nor shall a waiver of any one default, obligation, or payment be construed as a waiver of the right to demand strict performance in the future.

25.3 Except as otherwise expressly provided herein, this Settlement Agreement may not be rescinded, cancelled, terminated, supplemented, amended, or modified in any manner whatsoever without the prior written consent of the Parties hereto. This Settlement Agreement may not be altered, modified, or changed in any way except by a writing signed by Plaintiffs' Leadership and Altria and expressly referencing this Settlement Agreement.

25.4 It is understood and agreed by the Parties to this Settlement Agreement that the terms of this Settlement Agreement are contractual and not mere recitals.

25.5 The captions or titles of the sections, paragraphs or subparagraphs in this Settlement Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions of the document.

25.6 All the exhibits and appendices to this Settlement Agreement are incorporated herein by reference as if set forth herein verbatim, and the terms of all exhibits and appendices to are expressly made part of this Settlement Agreement.

25.7 In this Settlement Agreement, unless the context requires otherwise, (a) references to this Settlement Agreement shall include all exhibits, appendices, schedules,

and annexes hereto or referenced herein; (b) references to any law shall include all rules and regulations promulgated thereunder; and (c) references to dollars or “\$” are to United States dollars.

25.8 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 16, includes Sections 16.1, 16.2 and 16.3. References to a subpart of a Section only includes that subpart, *e.g.*, a reference to Section 16.1 does not include Sections 16.2 or 16.3. The definitions contained in this Settlement Agreement or any Exhibit or Appendix hereto are applicable to the singular as well as the plural forms of such terms. The definitions contained in this Settlement Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

25.9 All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the date of this Settlement Agreement, or termination or expiration of this Settlement Agreement.

25.10 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

25.11 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Settlement Agreement, provided that this Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

25.12 This Settlement Agreement and any amendments thereto, to the extent signed and delivered electronically or by facsimile shall be treated in all manner and respects as an original Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person. Any Release, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person, upon delivery by the Government Entity Settlement Administrator to Altria in accordance with the terms of this Settlement Agreement.

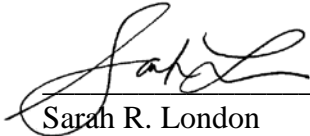
25.13 The Government Entity Settlement Administrator shall not modify and/or supplement the Release without obtaining Altria’s written consent, as well as the consent of Plaintiffs’ Counsel. In no event shall the Settlement Program make any change to any Release that would materially alter the substance of such Release.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement.

[Signatures on following pages; remainder of this page intentionally left blank]

ALTRIA GOVERNMENT ENTITY SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

Thomas P. Cartmell
MDL Government Entity Liaison Counsel

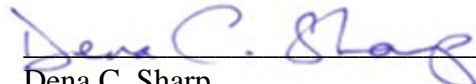
Rahul Ravipudi
JCCP Public Entity Plaintiffs Co-Lead Counsel

John Fiske
JCCP Public Entity Plaintiffs Co-Lead Counsel

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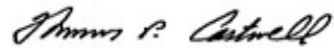
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Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

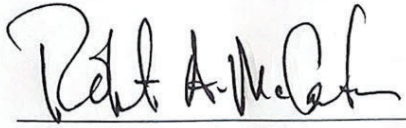
Thomas P. Cartmell
MDL Government Entity Liaison Counsel

Rahul Ravipudi
JCCP Public Entity Plaintiffs Co-Lead Counsel



John Fiske
JCCP Public Entity Plaintiffs Co-Lead Counsel

ALTRIA'S COUNSEL

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is written in a cursive style with a large initial "R".

Robert McCarter,
Senior Vice President & Associate General Counsel
Altria Client Services

EXHIBIT 1

GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

_____, the undersigned Releasor (the “Releasor”), is a plaintiff in the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program¹ set forth in the Government Entity Settlement Agreement dated as of July 26, 2023. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with Altria’s payment of the Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part, directly or indirectly, concerning and/or connected with JUUL Products, and/or the Released Claims and Liabilities.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by Altria in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

Definitions: As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Altria**” means Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises, LLC, and Altria Group Distribution Company.
2. “**Claims**” means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future (including each and every element, component, or enhancement of any of the foregoing), and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

¹ Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.

3. “**Individual Government Entity Settlement Payment**” means any payment made to a Releasing Party.
4. “**Law**” means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. “**Liabilities**” means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future (including each and every element, component, or enhancement of any of the foregoing).
6. “**Lien**” means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. “**Non-Released Party**” or “**Non-Released Parties**” means Juul Labs, Inc. and any past, present, and future parents, subsidiaries, and affiliates and any Person who is not Altria or a Released Party, including but not limited to other e-cigarette manufacturers, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in any Release is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. “**Release**” means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. “**Released Claims and Liabilities**” means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the date on which this Release takes effect. For the

avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. **“Released Parties”** means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers.
11. **“Releasing Parties”** means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. **“Settlement Agreement”** means the Government Entity Settlement Agreement dated as of July 26, 2023.
13. **“Settlement Program”** means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

Releases: Except as set forth in the section “Pursuit of Certain Claims” below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor’s and/or any other Releasing Party’s right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party’s rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY ALTRIA, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.

Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the “Alleged Harms**”), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty,**

and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

Attorneys' Fees; Division of Any Individual Government Entity Settlement Payment:

Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Nothing in this Release shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Releasor out of the settlement proceeds. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

Pursuit of Certain Claims: Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected to any of the Released Claims and Liabilities; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against Altria; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

Liens and Other Third-Party Payor Claims: Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, Altria shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

Claim-Over: Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such non-released party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such non-released party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

1. Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
2. Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any non-released party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over;
3. Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
4. In the event that the non-released party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

Non-Party Settlement: To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any

similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party.

ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, ALTRIA OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

Waiver of Certain Provisions Regarding Timing of Any Payments. If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

No Admission of Fault: Releasor understands and agrees that Altria has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

Representations and Warranties: Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual

Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor’s claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Electronic Signatures: This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

Instructions: A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled “By:”; (3) type the name of the person signing the Release on behalf of the Government Entity in the field labeled “Name”; (3) type the title of the person signing the Release on behalf of the Government Entity in the field labeled “Title”; (4) type the name of the Government Entity agreeing to this Release in the field labeled “Government Entity Name”; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the Government Entity Settlement Administrator.

RELEASOR:

By: /s/ _____
Name: _____
Title: _____
Government Entity Name: _____
Dated: _____

EXHIBIT 2
INTENTIONALLY OMITTED

EXHIBIT 3

EXHIBIT 4

ALTRIA CLASS SETTLEMENT AGREEMENT

This Altria Class Settlement Agreement, entered into as of this 26th day of July, 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and the Class Plaintiffs, on behalf of themselves and the proposed Settlement Class, (together with Altria, the “**Parties**”). This Altria Class Settlement Agreement establishes a program to resolve the actions, disputes, and claims that the Class Plaintiffs and their counsel, as well as Settlement Class Members, have or could have asserted against Altria and other Released Parties as defined in Paragraph 1.26 below, and the Settlement Class Released Claims as defined in Paragraph 1.28 below, subject to the terms below.

RECITALS

WHEREAS, the Class Plaintiffs have brought suit against JUUL Labs, Inc. (“JLI”), Altria, and other defendants seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons, *see* Second Amended Consolidated Class Action Complaint (MDL No. 2913, ECF No. 1358);

WHEREAS, Altria has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Altria Class Settlement Agreement, after having (i) litigated cases in connection with the above for over four years (including extensive motion practice); (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) fully briefed and argued class certification, after which four classes of purchasers of JUUL Products were certified, including two nationwide classes asserting claims against Altria, that are currently pending on appeal; (iv) engaged with the Mediator; and (v) engaged in arms-length negotiations, have now reached an agreement providing for a resolution of the above and the Settlement Class Released Claims;

WHEREAS, the Class Plaintiffs and their counsel have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account the burdens, risks, uncertainties, time, and expense of litigation; issues related to the recovery of any judgment after trial; and the merits of the terms set forth herein, the Class Plaintiffs have concluded that the settlement set forth in this Altria Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class Plaintiffs, including the proposed Settlement Class;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Altria Class Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally

and completely the cases of the Class Plaintiffs and the proposed Settlement Class without any admission of wrongdoing or liability; and

WHEREAS, the Parties believe that the terms of this Altria Class Settlement Agreement involve good and fair consideration on behalf of all Parties, and that the terms of the Settlement Agreement are fair, reasonable and adequate with respect to the claims asserted by the Class against Altria;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein, subject to the Court's approval under Fed. R. Civ. P. 23(e).

1. **DEFINITIONS**

As used in this Altria Class Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Altria Class Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “**Altria Class Settlement Account**” shall be the account established and funded in accordance with Section 2.

1.2 “**Altria Class Settlement Fund**” or “**Altria Settlement Fund**” means a non-reversionary cash fund of the Altria Gross Class Settlement Amount deposited by Altria into the Class Settlement Account in accordance with Section 2.

1.3 “**Altria Gross Class Settlement Amount**” means \$45,531,250.00.

1.4 “**Altria Net Settlement Fund**” means the Gross Class Settlement Amount, reduced by the sum of the following, as may be approved by the Court: (1) the costs of the Notice Plan and of administering the settlement, and (2) any Fee and Expense Award, and (3) any payments of Service Awards.

1.5 “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.6 “**Class**” or “**Settlement Class**” means that, subject to the Court's approval, and the conditions of this Altria Class Settlement Agreement, the following settlement class, to which the Parties agree and consent pursuant to Fed. R. Civ. P. 23(b)(3):

All individuals who purchased, in the United States, a JUUL Product from a brick and mortar or online retailer before December 6, 2022.

Excluded from the Settlement Class are (a) Altria and any other named defendant in the litigation; (b) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of Altria and any other named defendant in the

litigation; (c) Class Counsel and their employees; (d) the Court and other judicial officers, their immediate family members, and associated court staff assigned to MDL No. 2913 or JCCP No. 5052; and (e) those individuals who timely and validly exclude themselves from the Settlement Class.

1.7 “**Class Attorneys’ Fees and Expenses**” means the attorneys’ fees and documented litigation expenses of Class and Co-Lead Counsel and any other counsel incurred in connection with class-related litigation against Altria, and in connection with this Altria Class Settlement Agreement sought out of the Altria Settlement Fund.

1.8 “**Class Counsel**” means Dena C. Sharp of Girard Sharp LLP.

1.9 “**Class Settlement Administrator**” means the Person chosen by Class Counsel, with input from Altria, to administer the Notice Plan and claims process.

1.10 “**Court**” means Judge William H. Orrick of the U.S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.11 “**Defense Counsel**” shall mean counsel for Altria.

1.12 “**Effective Date**” shall mean the first day after which all of the following events and conditions of this Altria Class Settlement Agreement have occurred or have been met: (i) the Court has entered the Final Approval Order and Judgment, and (ii) the Final Approval Order and Judgment has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and this Altria Class Settlement Agreement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired, and (iii) Altria has not terminated either the Government Entity Settlement Agreement or the Personal Injury Settlement Agreement under the terms of the Opt-Out and Rights of Withdrawal Agreements accompanying those settlements. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.13 “**Escrow Agent**” shall mean Citibank, N.A.

1.14 “**Fee and Expense Award**” has the same meaning as that term is given in Section 15.1.

1.15 “**Final Approval**” or “**Final Approval Order and Judgment**” means an order and judgment entered by the Court (i) certifying the Settlement Class; (ii) finding this Altria Class Settlement Agreement to be fair, adequate, and reasonable, and finally approving the settlement set forth in this Altria Class Settlement Agreement under Fed. R. Civ. P. 23(e); (iii) finding that the Notice to the Settlement Class was fair, adequate, and reasonable; and (iv) making such other findings and determinations as the Court deems necessary and appropriate to approve the settlement and terms of this Altria Class Settlement Agreement and to release and dismiss with prejudice the Settlement Class Released Claims by any and all Settlement Class Members against all Released Parties, including, without limitation, dismissal with prejudice with each party to bear its own costs of all of the claims alleged in

the Second Amended Consolidated Class Action Complaint, MDL No. 2913 (ECF No. 1358), and any other Settlement Class Released Claims asserted in any other complaints. At the appropriate time, Class Counsel will submit to the Court a Final Approval Order and Judgment substantially similar to the proposed order attached as Exhibit 1.

1.16 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los Angeles, Department 11, and all cases that are part of that proceeding.

1.17 “**JUUL Product**” means any JUUL product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded pods or devices.

1.18 “**MDL No. 2913**” means the consolidated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, and all cases that are part of that proceeding.

1.19 “**Mediator**” the mediator appointed by the Court in MDL No. 2913, Thomas J. Perrelli.

1.20 “**Notice Plan**” means the plan for disseminating notice of the settlement embodied in this Altria Class Settlement Agreement to the Settlement Class as approved by the Court.

1.21 “**Opt-Out Deadline**” means the deadline to be established in the Opt-Out Procedure and set forth in the Preliminary Approval Order.

1.22 “**Opt-Outs**” shall mean all Persons who fall within the scope of the Settlement Class, and who have timely and properly exercised their right to exclude themselves from the Class pursuant to the procedure set forth in the Notice Plan.

1.23 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.24 “**Plan of Allocation**” means the plan for allocating the Altria Net Settlement Fund as approved by the Court.

1.25 “**Preliminary Approval Order**” means an order entered by the Court under Federal Rule of Civil Procedure 23(e)(1)(B) and directing notice to the Settlement Class.

1.26 “**Released Party**” and “**Released Parties**” includes: Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company,

and Philip Morris USA, Inc.; each and all of their predecessors, successors, and assigns; each and all of their past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies; and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, members, and insurers. Subject to and without limiting the foregoing sentence, “**Released Parties**” does not include Juul Labs, Inc. or any of its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents.

1.27 “**Settlement Class Member**” or “**Class Member**” means all Persons who fall within the scope of the Settlement Class, and who do not timely and properly exercise their right to exclude themselves from the Class pursuant to the procedure as set forth in the Notice Plan.

1.28 “**Settlement Class Released Claims**” means any and all known or unknown claims, demands, actions, suits, causes of action, damages whenever incurred or manifesting (whether compensatory or exemplary), liabilities of any nature or under any theory or statute whatsoever, whether under federal, state, or other laws, and including costs, expenses, penalties and attorneys’ fees, in law or equity, that any Settlement Class Member, whether or not such Settlement Class Member objects to this Altria Class Settlement Agreement, ever had, now has, or will have in the future, directly, representatively, derivatively, or in any capacity, based upon, arising out of, or related to, in whole or in part, any claims for economic loss that have been asserted or could have been asserted in the class actions filed in MDL No. 2913 or JCCP No. 5052 relating to the purchase or use of any JUUL Product by a member of the Settlement Class, or based upon, arising out of, related to, or derived from, directly or indirectly, in whole or in part, Altria’s conduct related to its investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, or any or all of the conduct, events, or transactions relating to the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria. For avoidance of doubt, the Settlement Class Released Claims do not include (or release) (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

1.29 “**Settlement Class Representatives**” or “**Class Plaintiffs**” means Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B.

1.30 “**Service Award**” means the award, if any, approved by the Court and paid to any named plaintiffs in the Second Amended Consolidated Class Action Complaint, ECF No. 1358, in consideration for their service during the course of MDL No. 2913.

1.31 “United States” or “U.S.” means the United States of America including the fifty States of the United States, the District of Columbia, and the territories, possessions, and commonwealths of the United States.

2. SETTLEMENT CONSIDERATION AND CLAIMS

2.1 Within ten (10) days of the date of the Preliminary Approval Order, Altria shall cause payment to the Altria Class Settlement Account of \$2,500,000.00 for (i) the Class Settlement Administrator to (a) administer the Notice Plan and (b) distribute the Altria Net Settlement Fund to the Settlement Class under the Plan of Allocation (the “**Initial Class Settlement Administration Payment**”).

2.2 Within sixty (60) days of entry of the Final Approval Order and Judgment (the “**Payment Date**”), Altria shall cause payment of the Altria Gross Settlement Amount, less the Initial Class Settlement Administration Payment, to the Altria Class Settlement Account (the “**Final Class Payment**”), notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement.

2.3 Altria shall not have any additional payment obligations in connection with this Altria Class Settlement Agreement in excess of the Gross Class Settlement Amount, including, by way of example only, that Altria shall not have any additional payment obligations with respect to any attorneys’ fees and expenses or costs of class notice and claims administration.

2.4 In exchange for the benefits being made available by this Altria Class Settlement Agreement, the Settlement Class Members shall grant a full and complete release of Altria from any and all Settlement Class Released Claims, and shall dismiss their claims with prejudice, and shall provide the other consideration and benefits described herein.

3. CLASS SETTLEMENT ADMINISTRATION

3.1 The Class Settlement Administrator will administer the Notice Plan and the Plan of Allocation approved by the Court.

3.2 The reasonable costs for the Notice Plan shall be paid solely from the Altria Class Settlement Account.

3.3 Class Counsel and the Class Settlement Administrator shall be responsible for the development of the Notice Plan and the Plan of Allocation. Class Counsel will propose a Notice Plan and a Plan of Allocation that mirror the procedures the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

3.4 Class Counsel and the Class Settlement Administrator shall be solely responsible for compliance with any state or federal law concerning the settlement of claims asserted by any Settlement Class Member who is a minor.

3.5 Benefits will be provided to Settlement Class Members following the occurrence of the Effective Date pursuant to the procedures contained in the Plan of Allocation.

4. **PRELIMINARY APPROVAL BY THE COURT**

4.1 The Parties shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Altria Class Settlement Agreement and to implement this Altria Class Settlement Agreement on the terms and conditions provided herein.

4.2 Promptly after the execution of this Altria Class Settlement Agreement, and no later than fourteen (14) days following the Execution Date, the Class Plaintiffs shall submit a motion to the Court for preliminary approval of this Altria Class Settlement Agreement and to direct notice to the Settlement Class (the “**Preliminary Approval Motion**”), seeking entry of the Preliminary Approval Order. For purposes of settlement only, Altria will not oppose this motion but will reserve its rights.

4.3 Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) days after this Altria Class Settlement Agreement is filed with the Court, Altria shall cause the Class Settlement Administrator to timely serve proper notice of the proposed settlement upon those who are entitled to such notice pursuant to CAFA, including to the “appropriate State officials” and to the “appropriate Federal officials” as those terms are defined in CAFA.

4.4 Either before or on the same day that Class Plaintiffs file the Preliminary Approval Motion, the Parties shall submit to the Court, and any other appropriate courts, if necessary, unopposed motions to stay during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement (i) the underlying proceedings against Altria, (ii) the commencement and/or prosecution of any and all actions and proceedings (including discovery) against Altria brought by anyone for any Settlement Class Released Claims against Altria, including any actions brought on behalf of or through any Settlement Class Members, and (iii) any appeals initiated by Altria related to the Settlement Class Released Claims. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement unless modified by further order of the Court or any other appropriate courts, or until such point that this matter is resolved, and the stayed proceedings shall be dismissed with prejudice.

4.5 In the event the Court does not enter a Preliminary Approval Order, then any party may terminate this Altria Class Settlement Agreement. If a party terminates this Altria Class Settlement Agreement, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement will be treated as vacated, *nunc pro tunc*.

5. **SETTLEMENT STATISTICS, PRELIMINARY REPORTING, AND FINAL REPORT**

5.1 On the first day of each month following entry of the Preliminary Approval Order, and until entry of the Final Approval Order and Judgment, the Class Settlement Administrator shall, upon request, compile and send to Class Counsel, Altria's Counsel, and the Mediator reports containing summary statistics detailing the implementation of the settlement process. Such reports shall include, to the extent possible, the number of proper and timely Opt-Outs and the number of claims received.

6. **FINAL APPROVAL BY THE COURT**

6.1 In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of this Altria Class Settlement Agreement and entry of the Final Approval Order and Judgment, and will provide those drafts to Defense Counsel before filing of the motion. Defense Counsel may provide feedback concerning the motion, and Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback. Altria reserves the right to respond to the motion in the event that its feedback is not addressed to its sole satisfaction.

6.2 In the event that the Court does not enter a Final Approval Order and Judgment or that the Altria Class Settlement Agreement's approval is conditioned on any material modifications that are not acceptable to either Party, the Final Approval Order and Judgment is vacated, overturned, or rendered void or unenforceable as a result of an appeal, or if this Altria Class Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason permitted under this Altria Class Settlement Agreement, then (a) this Altria Class Settlement Agreement shall be null and void and of no force and effect; (b) any release shall be of no force or effect, and (c)(i) Class Counsel shall cause the return to Altria of any funds paid by Altria pursuant to the terms of this Altria Class Settlement Agreement and any and all interest earned thereon, less monies expended toward settlement administration out of the Initial Class Settlement Administration Payment, within ten (10) days after the date the Altria Class Settlement Agreement becomes null and void and (ii) any counsel who is to receive any portion of the Fee and Expense Award agrees to be bound by this Section prior to receiving such awards and agrees to, within twenty (20) days after the date the Altria Class Settlement Agreement becomes null and void, repay to the Altria Class Settlement Account such portion of the Fee and Expense Award it received, and within ten (10) days Class Counsel shall cause the return of such funds to Altria. For the avoidance of doubt, Class Counsel shall have no obligation under any circumstances to reimburse the Altria Class Settlement Account for any reasonable sums paid to, or that are billed by, the Class Settlement Administrator for notice, administration of the Altria Class Settlement Agreement, and other appropriate and typical administration functions.

6.3 If the Final Approval Order and Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and Judgment shall not become final. Any order or proceeding relating to the application for a Fee and Expense Award and/or Service Awards, the pendency of any such application, or any appeal from any such order, shall not operate to terminate or cancel

this Altria Class Settlement Agreement, or affect or delay the finality of the judgment approving the settlement.

7. **ALTRIA CLASS SETTLEMENT ACCOUNT**

7.1 The Parties have agreed to the establishment of an Altria Class Settlement Account. The Altria Class Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the Court.

7.2 No disbursements shall be made from the Altria Class Settlement Account prior to the Effective Date other than (a) to pay (i) the reasonable costs and expenses of the Class Settlement Administrator for implementing the Notice Plan and other administrative and claim processing activities of this Altria Class Settlement Agreement, (ii) any Fee and Expense Award (per Section 155 below) as approved by the Court, or (iii) the reasonable costs and expenses of administering the Altria Class Settlement Account, or (b) to refund the funding Party in the event this Altria Class Settlement Agreement is not approved or is terminated.

7.3 The Altria Class Settlement Account shall be held at a federally-insured account with the Escrow Agent.

7.4 The Escrow Agent shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Altria Class Settlement Account. The Parties shall provide the Escrow Agent with all information and documentation necessary to facilitate tax compliance activities.

7.5 Any interest that accrues on amounts in the Altria Class Settlement Account shall be deemed to be part of the Altria Class Settlement Account.

7.6 As described above, the Altria Settlement Fund is non-reversionary and no portion of the Altria Settlement Fund or Altria Net Settlement Fund will revert to Altria after the Effective Date occurs.

8. **OPT-OUT PROCEDURES**

8.1 All Persons who wish to exclude themselves from the Settlement Class shall be advised of the process for doing so that must be followed to be excluded. The procedure for requesting exclusion from the Settlement Class (the “**Opt-Out Procedure**”) shall be set forth in the Preliminary Approval Order, and shall be subject to the Court’s approval. Class Counsel will propose an Opt-Out Procedure that mirrors the procedure the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

8.2 All requests to opt out of the Settlement Class that fail to satisfy the requirements of the Opt-Out Procedure, as well as any additional requirements the Court may impose, shall be void and such person shall be bound by the settlement once approved and

final. Each Person who submits an opt-out request must do so individually and separately; no consolidated or group opt-outs shall be accepted.

8.3 Other than a parent or guardian acting on behalf of a minor or other individual, no Person may opt-out of the Settlement Class on behalf of any other Person.

8.4 All Settlement Class Members shall in all respects be bound by all terms of this Altria Class Settlement Agreement, and the Final Approval Order and Judgment finally dismissing the Settlement Class Released Claims as against the Released Parties, and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Settlement Class Released Claims against the Released Parties in any court of law or equity, arbitration, tribunal or administrative or other forum. Any Opt-Outs shall not be bound by this Altria Class Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of this Altria Class Settlement Agreement; and shall not be entitled to submit an objection to this Altria Class Settlement Agreement.

8.5 Plaintiffs' counsel and Defense Counsel agree that they will make no effort to solicit any Person who falls within the scope of the Settlement Class to exclude themselves from this Altria Class Settlement Agreement.

9. **RELEASE**

9.1 Settlement Class Release. Settlement Class Members, including the Settlement Class Representatives, agree that the Final Approval Order and Judgment entered by the Court will contain the following release, waiver and covenant not to sue, which shall take effect upon all members of the Settlement Class on the later of: (1) the Effective Date, or (2) payment of the Final Class Payment to the Class Settlement Amount:

Each Settlement Class Member hereby releases and forever discharges and holds harmless the Released Parties of and from any and all Settlement Class Released Claims which the Settlement Class Member ever had, now have, or will have in the future. Each Settlement Class Member further covenants and agrees not to, directly or indirectly, commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Parties based in whole or in part on the Settlement Class Released Claims.

9.2 In addition, Settlement Class Members, including the Settlement Class Representatives, agree that each Settlement Class Member hereby expressly waives and releases, upon the occurrence of the Effective Date, any and all provisions, rights, and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Settlement Class Released Claims provided pursuant to this Altria Class Settlement Agreement, without regard to the subsequent discovery or existence of any different or additional facts not known by a Settlement Class Member at the time of this Altria Class Settlement Agreement. By way of example, upon the Effective Date, each Settlement Class Member shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, if any, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9.3 Each Settlement Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Settlement Class Released Claims it may have against the Released Parties under § 17200, et seq., of the California Business and Professions Code.

9.4 Each Settlement Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Altria Class Settlement Agreement, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims with respect to the subject matter of this Altria Class Settlement Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

9.5 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Settlement Class Released Claims except as provided in this Altria Class Settlement Agreement.

9.6 Settlement Class Representatives and each Settlement Class Member further covenant and agree that: (i) they will not sue or bring any action or cause of action, or seek restitution or other forms of monetary relief, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Settlement Class Released Claims, or by way of a separate lawsuit brought in bad faith against a non-party that could assert any kind of claim against any of the Released Parties in respect of any of the Settlement Class Released Claims for the purpose of seeking to indirectly recover money from Altria concerning the Settlement Class Released Claims; (ii) they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Settlement Class Released Claims; (iii) if involuntarily included in any such class action, they will not participate therein; and (iv) they will not assist any third party in initiating or pursuing a class action lawsuit in whole or in part in respect of any of the Settlement Class Released Claims. Each Settlement Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims without regard to the subsequent discovery or existence of different or additional facts.

9.7 Settlement Class Representatives and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action under any state or federal law in respect of any challenge to the release, waiver, and covenant not to sue.

9.8 Contingent upon receipt by Altria and the other Released Parties of a reciprocal release from any third party, Altria and the other Released Parties agree to release and forever discharge any such third parties, including JLI and any individual defendants previously named by Plaintiffs, from all claims for contribution or indemnity arising out of any claims ultimately settled for some part of the Settlement Payment and dismissed pursuant to the terms of this Settlement Agreement.

10. DISMISSAL WITH PREJUDICE; SETTLEMENT AS EXCLUSIVE REMEDY

10.1 Class Counsel shall dismiss with prejudice all Settlement Class Released Claims against Altria as part of the process of seeking issuance of the Final Approval Order and Judgment, with each Party to bear its own costs, except as otherwise provided herein.

10.2 Upon the Effective Date, all Settlement Class Released Claims shall be dismissed with prejudice with each party to bear its own costs in accordance with the Final Approval Order and Judgment entered by the Court.

10.3 Upon the effectiveness of the releases described in Section 9 and only in the event that the releases described herein and in the Final Approval Order and Judgment are not void, void ab initio or voided pursuant to Section 6 herein, this Altria Class Settlement Agreement shall be the exclusive remedy for the Settlement Class and each member thereof with respect to Settlement Class Released Claims as against any and all Released Parties. No Settlement Class Member shall recover, directly or indirectly, any sums from Altria for Settlement Class Released Claims other than the consideration received under the terms of this Altria Class Settlement Agreement, and any amounts for which they may be eligible in any parallel settlement with the Altria settlement. For clarity and as noted above in Section 1.288, the Settlement Class Released Claims do not include (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

11. NO ADMISSION OF LIABILITY

11.1 Neither this Altria Class Settlement Agreement, whether approved or not approved, nor any appendix, document, or instrument delivered pursuant to this Altria Class Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Altria Class Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria of any liability or wrongdoing, or of the truth of any of the Class Plaintiffs' allegations, or of the appropriateness of class certification in any other context, or (b) an admission or concession by any Class Plaintiff of any lack of merit in those allegations.

11.2 Pursuant to this Altria Class Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering

into or carrying out this Altria Class Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Altria Class Settlement Agreement or the provisions of any related agreement, release, or appendix hereto.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Class Plaintiffs represent and warrant that they each have the authority to enter into this Altria Class Settlement Agreement and have not assigned, in whole or in part, any rights or claims against Altria, and have not assigned, in whole or in part, any of the Released Claims. To the extent that any Settlement Class Member assigned the proceeds of any claims in whole or in part, it is that Settlement Class Member's responsibility to inform the assignee of the Settlement and/or provide those proceeds to any such assignee. Class Counsel represent and warrant that they have authority to execute this Altria Class Settlement Agreement.

12.2 Altria represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Altria Class Settlement Agreement. The execution, delivery, and performance by Altria of this Altria Class Settlement Agreement has been duly authorized by all necessary corporate action. This Altria Class Settlement Agreement has been duly and validly executed and delivered by Altria, and constitutes its legal, valid, and binding obligation.

12.3 The Parties (i) recommend that this Altria Class Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Altria Class Settlement Agreement in the event it is approved by the Court.

13. INDEMNITY, LIENS, AND TAXES

13.1 Altria waives any right of subrogation or any other right belonging to Altria to recover back any settlement amount paid or made available to any Settlement Class Member under this Altria Class Settlement Agreement by virtue of the Settlement Class Member's settlement with any other Person. The amounts made available and paid to Settlement Class Members under this Altria Class Settlement Agreement are free and clear of any encumbrances now held or later acquired by Altria.

13.2 It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders against them. The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from all claims by any state or other government body, employer, attorney, insurer, and/or any other entity for all past, present and future liens or

claims asserting a right of subrogation, right of indemnity, right of reimbursement or other such right for amounts paid or to be paid in consideration under this Altria Class Settlement Agreement.

13.3 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from any and all claims brought by any assignee of a Settlement Class Member seeking any amount paid or to be paid under this Altria Class Action Settlement Agreement.

13.4 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree that each Class Plaintiff or Settlement Class Member, as applicable, is responsible for any tax consequences to each such Class Plaintiff or Settlement Class Member arising from, related to, or in any way connected with the relief afforded to each such Class Plaintiff or Settlement Class Member, as applicable, under this Altria Class Settlement Agreement.

13.5 The Parties agree that all amounts to be paid, except for attorneys' fees and costs, constitute restitution and remediation and no amounts constitute settlement of fines or penalties for the potential violation of laws.

14. CONTINUING JURISDICTION

14.1 The Court shall retain jurisdiction over MDL No. 2913, the Class Settlement Administrator, the Altria Class Settlement Account, this Altria Class Settlement Agreement, the Final Approval Order and Judgment, the Settlement Class Members, and the Parties for the purpose of administering, supervising, construing, and enforcing this Altria Class Settlement Agreement and the Final Approval Order and Judgment.

15. FEES AND EXPENSES OF CLASS COUNSEL AND OTHER COUNSEL

15.1 Class Counsel and other counsel with a basis to seek the payment of Class Attorneys' Fees and Expenses may apply to the Court for a reasonable award of Class Attorney's Fees and Expenses ("**Fee and Expense Award**") from the Altria Settlement Fund. Settlement Class Representatives' approval of this Altria Class Settlement Agreement, and Class Counsel's support of the Altria Class Settlement Agreement, are not contingent on Class Counsel making an application for a Fee and Expense Award, or the Court approving any application for a Fee and Expense Award.

15.2 The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. While recognizing that this Altria Class Settlement Agreement permits Class Counsel to apply for reasonable fees and expenses, Settlement Class Members will be given the opportunity to object to and oppose Class Counsel's request for a Fee and Expense Award in accordance with the Notice Plan and applicable authorities.

15.3 Any Fee and Expense Award shall be payable from the Altria Settlement Fund promptly and no more than three (3) business days after the Payment Date, notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement, or any Fee and Expense Award,

subject to Section 6.2 above. At least seven (7) days prior to payment of the Fee and Expense Award, Class Counsel shall furnish the Class Settlement Administrator with all necessary payment and routing information to facilitate the transfer.

15.4 Any order or proceeding relating to the application for a Fee and Expense Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Altria Class Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. Class Counsel will allocate the Fee and Expense Award among plaintiffs' counsel. In no event shall Altria have any liability to any plaintiffs' counsel regarding the allocation of the Fee and Expense Award. No dispute regarding Fees and Expenses or the timing of payment of Fees and Expenses shall delay the timing or validity of the Release given in Section 9 above.

15.5 Any Fee and Expense Award shall not increase the Gross Class Settlement Amount.

16. **SERVICE AWARDS**

16.1 Class Counsel may apply for Service Awards, which shall be subject to approval of the Court and paid from the Altria Class Settlement Fund. Any Service Award that Class Counsel seeks shall be in consideration of, and commensurate with, the recipients' services, time, and effort on behalf of the Settlement Class. Any such Service Awards are separate and apart from any payments the recipients may receive as a result of submitting claims as Settlement Class Members. For tax purposes, the Service Award will be treated as 100% non-wage claim payment. Class Counsel will provide a Form W-9 for each individual receiving a Service Award, and the Class Settlement Administrator will issue an IRS Form Misc.-1099 for the Service Award payment to each recipient.

16.2 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. The Class Representatives' approval of this Settlement Agreement is not contingent on Class Counsel making an application for a Service Award, or the Court approving any application for a Service Award.

16.3 Any Service Award shall not increase the Gross Class Settlement Amount.

17. **RIGHTS OF WITHDRAWAL**

17.1 Within seven (7) Business Days after the Opt-Out Deadline, Class Counsel will provide Defense Counsel information sufficient to show whether the condition enumerated in Section 17.3 occurred (which, to the extent this information needs to be filed with the Court, the Parties shall request remain under seal). Such information must include a reasonable estimate or minimum number of total Settlement Class Members and the total number of Opt-Outs.

17.2 On the same date that Class Counsel provide Defense Counsel with the information identified in Section 17.1, Class Counsel shall also represent in good faith, in writing to counsel for Altria, whether the condition enumerated in Section 17.3 has occurred.

17.3 If, seven (7) Business Days after the Opt-Out Deadline, the following condition occurs, Altria, in consultation with Defense Counsel, may withdraw from and terminate this Altria Class Settlement Agreement, in which case this Altria Class Settlement Agreement shall be null and void and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement: total Opt-Outs from the Class Settlement exceeds a number agreed to by the Parties and set forth in Appendix A, which shall be filed under seal if permitted by the Court.

17.4 In the event that Altria, in consultation with Defense Counsel, wishes to exercise its right to terminate this Altria Class Settlement Agreement under this Section 17.3 because of inadequate participation under Section 17.3 above, Altria must notify the other Parties in writing, within seven (7) days after receipt of the information described in Sections 17.1-17.3 of this Altria Class Settlement Agreement.

17.5 In the event that this Altria Class Settlement Agreement is not approved as submitted, does not reach Final Approval, or otherwise is terminated pursuant to the terms herein, the Parties will be restored to their respective positions in the litigation as of the day preceding the date of this Altria Class Settlement Agreement; subject to Sections 6.2 and 6.3 above, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties; this Altria Class Settlement Agreement or any of its terms will not be used in this litigation or in any other proceeding for any purpose; and any judgment or order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement, including any order to certify the Settlement Class, will be vacated, *nunc pro tunc*, and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement.

18. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

18.1 Any Released Party who is not a signatory to this Altria Class Settlement Agreement is a third-party beneficiary of this Altria Class Settlement Agreement, and is entitled to all of the rights and benefits under this Altria Class Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Altria Class Settlement Agreement as if that Released Party was a direct party to this Altria Class Settlement Agreement.

18.2 Other than Section 18.1, no provision of this Altria Class Settlement Agreement or any Appendix thereto is intended to create any third-party beneficiary to this Altria Class Settlement Agreement.

19. AMENDMENT; NO IMPLIED WAIVER

19.1 This Altria Class Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Class Counsel, on the other hand and specifically identifying this agreement by name as being thereby amended.

19.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of either Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

20. OTHER OBLIGATIONS; MISCELLANEOUS

20.1 The Parties shall use their reasonable best efforts to perform all terms of this Altria Class Settlement Agreement.

20.2 The Released Parties may file this Altria Class Settlement Agreement and/or the Final Judgment and Order in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Plaintiffs will take no position with respect to any applicable claim preclusion, issue preclusion, or similar defense or counterclaim.

20.3 All agreements made and orders entered during this litigation relating to the confidentiality of information survive this Altria Class Settlement Agreement.

20.4 Any Appendices to this Altria Class Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

20.5 This Altria Class Settlement Agreement supersedes any previous agreements and understanding among the Parties with respect to the subject matter of this Altria Class Settlement Agreement and the settlement embodied within it, including the Parties' Settlement Term Sheet signed May 10, 2023.

20.6 All time periods and dates described in this Altria Class Settlement Agreement are subject to the Court's approval. Unless set by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Altria Class Settlement Agreement through written consent of the Parties' counsel, without notice to the Class Members; provided, however, that any such changes in the schedule of Altria Class Settlement Agreement proceedings will be posted on a website established by the Class Settlement Administrator. Time periods and dates provided for in the Preliminary Approval Order may be altered by the Court.

20.7 Any notice, request, instruction, or other document to be given by any Party to this Altria Class Settlement Agreement to any other Party to this Altria Class Settlement Agreement, other than the Class Notice, shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Settlement Class Representatives and Settlement Class:

Dena C. Sharp
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
Telephone: (415) 981-4800
dsharp@girardsharp.com

If to Altria:

Robert McCarter
Senior VP & Associate General Counsel
Altria Client Services
robert.a.mccarter@altria.com

With a copy to:

APKS-PMService
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, DC 20001-3743
APKS-PMService@arnoldporter.com

20.8 All applications for Court approval or Court orders required under this Altria Class Settlement Agreement shall be made on notice to all Parties to this Altria Class Settlement Agreement.

20.9 This Altria Class Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Altria Class Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of the Altria Class Settlement Agreement.

20.10 The provisions of this Altria Class Settlement Agreement are not severable.

20.11 All the terms of this Altria Class Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies.

20.12 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 20, includes Sections 20.1, 20.2 and 20.3. The definitions contained in this Altria Class Settlement Agreement or any Appendix hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

20.13 All representations, warranties, and covenants set forth in this Altria Class Settlement Agreement shall be deemed continuing and shall survive the date of this Altria

Class Settlement Agreement, or termination or expiration of this Altria Class Settlement Agreement.

20.14 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to perfect and effectuate the subject matter and purpose of this Altria Class Settlement Agreement.

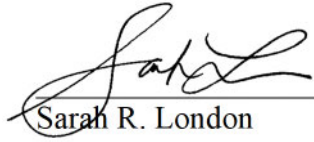
20.15 This Altria Class Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Altria Class Settlement Agreement, provided that this Altria Class Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

20.16 This Altria Class Settlement Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original Altria Class Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have executed this Altria Class Settlement Agreement and have caused this Altria Class Settlement Agreement to be executed by Class Counsel.

ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

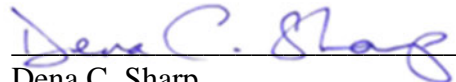
Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

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MDL Plaintiffs' Liaison and Co-Lead Counsel



Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

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ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

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ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

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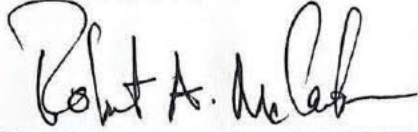
Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel



Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA'S COUNSEL

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is written in a cursive style with a horizontal line extending from the end.

Robert McCarter,
Senior Vice President & Associate General Counsel
Altria Client Services

Appendix A

**Unredacted Version of Document Sought to
be Filed Under Seal**

The Parties have agreed that if the number of Class Members who elect to exclude themselves from the Settlement Class exceeds 200,000, within the deadlines set forth in Section 17 of the Altria Class Settlement Agreement or as ordered by the Court, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Altria Class Settlement Agreement.

EXHIBIT 5

Counsel Certification Form¹

I. Instructions

The purpose of this form is to identify any [Personal Injury/Government Entity] cases eligible for the Altria [Personal Injury/Government Entity] Settlement that have not already been filed in (or transferred to) the MDL or the JCCP as of July 26, 2023.

Every attorney who is going to get access to the settlement agreement or details about its terms needs to submit a certification, with a minimum of one per firm.

Any local counsel firm needs to submit at least one certification.

Each submitting attorney must either include a list of unfiled Plaintiffs they or their firm represents, or certify that another member of their firm or co-counsel has submitted form(s) that include any unfiled Plaintiffs omitted by the submitting attorney.

Any co-represented client needs to appear on only one attorney's list.

II. Implementation

In the alternative to submitting this form, a submitting attorney may utilize a web interface to be developed by the [Personal Injury/Government Entity] Settlement Administrator. Defense Counsel shall have the right to approve the form of the web interface, such approval not to be unreasonably withheld.

II. Certification

I, _____, hereby certify pursuant to 28 U.S.C. § 1746 as follows:

I am an attorney in good standing who is admitted to practice law in the State of _____.

My information is as follows:

Law Firm

Street

City

State

Zip Code

Phone Number

E-mail Address

¹ Capitalized terms, unless otherwise defined, carry the meaning used in the [Personal Injury/Government Entity] Settlement Agreement.

State Bar ID Number

Subpart 1: Additional Case Identification

- Exhibit 1** to this certification contains a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents
- Exhibit 1** to this certification does not contain a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents, but any such Plaintiffs have been submitted in another attorney's Exhibit 1.

Subpart 2: Certification

I certify that neither I nor my firm presents have other clients we represent for whom we plan on filing cases against Altria or any other Released Party alleging Released Claims.

I certify under penalty of perjury that the foregoing is true and correct.

EXHIBIT 6

Eligible School Districts and Regional Education Agencies

Based on information available as of 7/25/2023

State	District
AK	ANCHORAGE SCHOOL DISTRICT
AL	MOBILE COUNTY
AL	JEFFERSON COUNTY
AL	BALDWIN COUNTY
AL	MONTGOMERY COUNTY
AL	HUNTSVILLE CITY
AL	LIMESTONE COUNTY
AL	TUSCALOOSA CITY
AL	ETOWAH COUNTY
AL	AUTAUGA COUNTY
AL	MORGAN COUNTY
AL	GADSDEN CITY
AL	ALBERTVILLE CITY
AL	ESCAMBIA COUNTY
AL	MARION COUNTY
AL	DALE COUNTY
AL	DALLAS COUNTY
AL	WINSTON COUNTY
AL	SELMA CITY
AL	COLBERT COUNTY
AL	FORT PAYNE CITY
AL	MUSCLE SHOALS CITY
AL	HENRY COUNTY
AL	CLARKE COUNTY
AL	COFFEE COUNTY
AL	FAYETTE COUNTY
AL	FAIRFIELD CITY
AL	LEEDS CITY
AL	TUSCUMBIA CITY
AL	HALEYVILLE CITY
AL	ATTALLA CITY
AL	MIDFIELD CITY
AL	ATHENS CITY
AL	WINFIELD CITY
AL	SHEFFIELD CITY
AL	DALEVILLE CITY
AL	DOTHAN CITY
AL	LYMAN WARD MILITARY ACADEMY
AL	GENEVA CITY

Eligible School Districts as of Information Available 7/25/2023

AR	RUSSELLVILLE SCHOOL DISTRICT
AZ	TUCSON UNIFIED DISTRICT (4403)
AZ	MESA UNIFIED DISTRICT (4235)
AZ	CHANDLER UNIFIED DISTRICT #80 (4242)
AZ	PHOENIX UNION HIGH SCHOOL DISTRICT (4286)
AZ	PARADISE VALLEY UNIFIED DISTRICT (4241)
AZ	SCOTTSDALE UNIFIED DISTRICT (4240)
AZ	TEMPE UNION HIGH SCHOOL DISTRICT (4287)
AZ	TOLLESON UNION HIGH SCHOOL DISTRICT (4288)
AZ	SUNNYSIDE UNIFIED DISTRICT (4407)
AZ	HIGLEY UNIFIED SCHOOL DISTRICT (4248)
AZ	KYRENE ELEMENTARY DISTRICT (4267)
AZ	PIMA COUNTY JTED (89380)
AZ	FLAGSTAFF UNIFIED DISTRICT (4192)
AZ	FLOWING WELLS UNIFIED DISTRICT (4405)
AZ	WHITERIVER UNIFIED DISTRICT (4394)
AZ	RIVERSIDE ELEMENTARY DISTRICT (4257)
AZ	MAMMOTH-SAN MANUEL UNIFIED DISTRICT (4439)
AZ	EDGE SCHOOL INC. THE (4421)
CA	LOS ANGELES UNIFIED
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	SAN DIEGO UNIFIED
CA	ELK GROVE UNIFIED
CA	KERN HIGH
CA	ANAHEIM UNION HIGH
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	STOCKTON UNIFIED
CA	POWAY UNIFIED
CA	WEST CONTRA COSTA UNIFIED
CA	SADDLEBACK VALLEY UNIFIED
CA	GROSSMONT UNION HIGH
CA	GLENDALE UNIFIED
CA	MANTECA UNIFIED
CA	POMONA UNIFIED
CA	MONTEBELLO UNIFIED
CA	TORRANCE UNIFIED
CA	MURRIETA VALLEY UNIFIED
CA	DOWNEY UNIFIED
CA	HEMET UNIFIED
CA	PALM SPRINGS UNIFIED
CA	ABC UNIFIED
CA	COMPTON UNIFIED

Eligible School Districts as of Information Available 7/25/2023

CA	FAIRFIELD-SUISUN UNIFIED
CA	PAJARO VALLEY UNIFIED
CA	VISTA UNIFIED
CA	SAN DIEGUITO UNION HIGH
CA	ALHAMBRA UNIFIED
CA	OCEANSIDE UNIFIED
CA	ROSEVILLE JOINT UNION HIGH
CA	TRACY JOINT UNIFIED
CA	BURBANK UNIFIED
CA	SANTA CLARA UNIFIED
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	LYNWOOD UNIFIED
CA	LIVERMORE VALLEY JOINT UNIFIED
CA	ROCKLIN UNIFIED
CA	CHICO UNIFIED
CA	CAJON VALLEY UNION
CA	ANAHEIM ELEMENTARY
CA	PITTSBURG UNIFIED
CA	NEW HAVEN UNIFIED
CA	CHAFFEY JOINT UNION HIGH
CA	LAS VIRGENES UNIFIED
CA	SAN RAMON VALLEY UNIFIED
CA	ANTELOPE VALLEY UNION HIGH
CA	ESCONDIDO UNION
CA	TEMECULA VALLEY UNIFIED
CA	CAMPBELL UNION HIGH
CA	SAN MATEO-FOSTER CITY
CA	OXNARD UNION HIGH
CA	RIALTO UNIFIED
CA	MENIFEE UNION ELEMENTARY
CA	WOODLAND JOINT UNIFIED
CA	MONTEREY PENINSULA UNIFIED
CA	EL DORADO UNION HIGH
CA	DAVIS JOINT UNIFIED
CA	REDONDO BEACH UNIFIED
CA	BERKELEY UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	LINCOLN UNIFIED
CA	CASTRO VALLEY UNIFIED
CA	ALAMEDA UNIFIED
CA	VAL VERDE UNIFIED
CA	SOUTH SAN FRANCISCO UNIFIED
CA	SAN LEANDRO UNIFIED
CA	SANTA CRUZ CITY ELEMENTARY/HIGH
CA	ACALANES UNION HIGH

Eligible School Districts as of Information Available 7/25/2023

CA	NOVATO UNIFIED
CA	TAMALPAIS UNION HIGH
CA	GRANADA HILLS CHARTER DISTRICT
CA	JEFFERSON UNION HIGH
CA	CENTRAL UNION HIGH
CA	LAMMERSVILLE JOINT UNIFIED
CA	GILROY UNIFIED
CA	NORTH MONTEREY COUNTY UNIFIED
CA	EL CAMINO REAL CHARTER HIGH DISTRICT
CA	LINDSAY UNIFIED
CA	SAN BENITO HIGH
CA	EL CENTRO ELEMENTARY
CA	JEFFERSON ELEMENTARY
CA	ATWATER ELEMENTARY
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	LA CANADA UNIFIED
CA	SULPHUR SPRINGS UNION
CA	OROVILLE UNION HIGH
CA	RIPON UNIFIED
CA	EL SEGUNDO UNIFIED
CA	WASHINGTON UNIFIED
CA	BASSETT UNIFIED
CA	RIM OF THE WORLD UNIFIED
CA	CABRILLO UNIFIED
CA	BRAWLEY UNION HIGH
CA	CLAYTON VALLEY CHARTER HIGH DISTRICT
CA	BRAWLEY ELEMENTARY
CA	ESCALON UNIFIED
CA	MOUNTAIN EMPIRE UNIFIED
CA	CORONADO UNIFIED
CA	LINDEN UNIFIED
CA	SAN LORENZO VALLEY UNIFIED
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	CYPRESS ELEMENTARY
CA	BURLINGAME ELEMENTARY
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	SCOTTS VALLEY UNIFIED
CA	LAFAYETTE ELEMENTARY
CA	PACIFIC GROVE UNIFIED
CA	GOLDEN PLAINS UNIFIED
CA	SOLANA BEACH ELEMENTARY
CA	KING CITY UNION
CA	NAPA VALLEY UNIFIED
CA	JEFFERSON ELEMENTARY

Eligible School Districts as of Information Available 7/25/2023

CA	SAN BRUNO PARK ELEMENTARY
CA	ONTARIO-MONTCLAIR
CA	NEEDLES UNIFIED
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	PARAMOUNT UNIFIED
CA	ROSS VALLEY ELEMENTARY
CA	THERMALITO UNION ELEMENTARY
CA	ALPINE UNION ELEMENTARY
CA	AROMAS - SAN JUAN UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	TWIN HILLS UNION ELEMENTARY
CA	KEYES UNION
CA	NORTH VALLEY MILITARY INST COLLEGE ACAD DISTRICT
CA	MCCABE UNION ELEMENTARY
CA	CHAMPS - CHARTER HS OF ARTS-MULTIMEDIA & PERFORMING DISTRICT
CA	WARNER UNIFIED
CA	WESTMORLAND UNION ELEMENTARY
CA	OAK PARK UNIFIED
CO	JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1
CO	BOULDER VALLEY SCHOOL DISTRICT NO. RE2
CO	PUEBLO SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO AND
CO	MONTROSE COUNTY SCHOOL DISTRICT RE-1J
CO	STEAMBOAT SPRINGS SCHOOL DISTRICT NO. RE 2
CO	ASPEN SCHOOL DISTRICT NO. 1 IN THE COUNTY OF PITKIN AND STA
CO	TELLURIDE SCHOOL DISTRICT NO. R-1
DE	RED CLAY CONSOLIDATED SCHOOL DISTRICT
DE	CHRISTINA SCHOOL DISTRICT
DE	INDIAN RIVER SCHOOL DISTRICT
DE	BRANDYWINE SCHOOL DISTRICT
DE	COLONIAL SCHOOL DISTRICT
DE	CAESAR RODNEY SCHOOL DISTRICT
DE	NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT
DE	CAPITAL SCHOOL DISTRICT
DE	CAPE HENLOPEN SCHOOL DISTRICT
DE	SMYRNA SCHOOL DISTRICT
DE	MILFORD SCHOOL DISTRICT
DE	LAKE FOREST SCHOOL DISTRICT
DE	SEAFORD SCHOOL DISTRICT
DE	LAUREL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

DE	WOODBIDGE SCHOOL DISTRICT
DE	DELMAR SCHOOL DISTRICT
DE	SUSSEX TECHNICAL SCHOOL DISTRICT
DE	POLYTECH SCHOOL DISTRICT
FL	PALM BEACH
FL	MIAMI-DADE
FL	BROWARD
FL	HILLSBOROUGH
FL	ORANGE
FL	PINELLAS
FL	LEE
FL	DUVAL
FL	POLK
FL	BREVARD
FL	SEMINOLE
FL	VOLUSIA
FL	ESCAMBIA
FL	ALACHUA
FL	HERNANDO
FL	MANATEE
FL	HIGHLANDS
FL	LEON
FL	HENDRY
FL	OKALOOSA
FL	PUTNAM
FL	SANTA ROSA
FL	BAY
FL	SUMTER
FL	OKEECHOBEE
FL	GILCHRIST
GA	DEKALB COUNTY
GA	CLAYTON COUNTY
GA	BIBB COUNTY
GA	MARIETTA CITY
IA	DECORAH COMMUNITY SCHOOL DISTRICT
ID	JOINT SCHOOL DISTRICT NO. 2
ID	BOISE INDEPENDENT DISTRICT
ID	NAMPA SCHOOL DISTRICT
ID	BONNEVILLE JOINT DISTRICT
ID	POCATELLO DISTRICT
ID	COEUR D'ALENE DISTRICT
ID	IDAHO FALLS DISTRICT
ID	TWIN FALLS DISTRICT
ID	VALLIVUE SCHOOL DISTRICT
ID	JEFFERSON COUNTY JOINT DISTRICT
ID	POST FALLS DISTRICT
ID	KUNA JOINT DISTRICT

Eligible School Districts as of Information Available 7/25/2023

ID	CALDWELL DISTRICT
ID	MADISON DISTRICT
ID	ONEIDA COUNTY DISTRICT
ID	LEWISTON INDEPENDENT DISTRICT
ID	MINIDOKA COUNTY JOINT DISTRICT
ID	LAKE PEND OREILLE SCHOOL DISTRICT
ID	BLACKFOOT DISTRICT
ID	MIDDLETON DISTRICT
ID	MOSCOW DISTRICT
ID	PRESTON JOINT DISTRICT
ID	FREMONT COUNTY JOINT DISTRICT
ID	SHELLEY JOINT DISTRICT
ID	TETON COUNTY DISTRICT
ID	SUGAR-SALEM JOINT DISTRICT
ID	KIMBERLY DISTRICT
ID	PAYETTE JOINT DISTRICT
ID	FILER DISTRICT
ID	AMERICAN FALLS JOINT DISTRICT
ID	BEAR LAKE COUNTY DISTRICT
ID	MOUNTAIN VIEW SCHOOL DISTRICT
ID	BOUNDARY COUNTY DISTRICT
ID	BUHL JOINT DISTRICT
ID	WEST BONNER COUNTY DISTRICT
ID	ST MARIES JOINT DISTRICT
ID	GOODING JOINT DISTRICT
ID	HOMEDALE JOINT DISTRICT
ID	WENDELL DISTRICT
ID	SALMON DISTRICT
ID	PARMA DISTRICT
ID	MARSING JOINT DISTRICT
ID	MELBA JOINT DISTRICT
ID	WEST JEFFERSON DISTRICT
ID	WEST SIDE JOINT DISTRICT
ID	RIRIE JOINT DISTRICT
ID	GRACE JOINT DISTRICT
ID	WILDER DISTRICT
ID	GLENNS FERRY JOINT DISTRICT
ID	POTLATCH DISTRICT
ID	NOTUS DISTRICT
ID	HAGERMAN JOINT DISTRICT
ID	BASIN SCHOOL DISTRICT
ID	HANSEN DISTRICT
ID	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT
ID	GARDEN VALLEY DISTRICT
ID	MACKAY JOINT DISTRICT
ID	CAMAS COUNTY DISTRICT

Eligible School Districts as of Information Available 7/25/2023

ID	MURTAUGH JOINT DISTRICT
ID	CASTLEFORD DISTRICT
ID	CLARK COUNTY DISTRICT
ID	RICHFIELD DISTRICT
ID	NORTH VALLEY ACADEMY INC.
ID	CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA)
ID	HERITAGE ACADEMY INC.
ID	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL INC.
ID	BLISS JOINT DISTRICT
IL	CITY OF CHICAGO SD 299
IL	SD U-46
IL	INDIAN PRAIRIE CUSD 204
IL	PLAINFIELD SD 202
IL	TOWNSHIP HSD 214
IL	TOWNSHIP HSD 211
IL	CUSD 308
IL	SPRINGFIELD SD 186
IL	PEORIA SD 150
IL	WAUKEGAN CUSD 60
IL	CUSD 200
IL	AURORA WEST USD 129
IL	CHAMPAIGN CUSD 4
IL	J S MORTON HSD 201
IL	GLENBARD TWP HSD 87
IL	CONS HSD 230
IL	MAINE TOWNSHIP HSD 207
IL	ELMHURST SD 205
IL	BARRINGTON CUSD 220
IL	EDWARDSVILLE CUSD 7
IL	CHSD 99
IL	COLLINSVILLE CUSD 10
IL	EVANSTON CCSD 65
IL	NEW TRIER TWP HSD 203
IL	EVANSTON TWP HSD 202
IL	LEYDEN CHSD 212
IL	TWP HSD 113
IL	GRAYSLAKE CHSD 127
IL	MARION CUSD 2
IL	O FALLON TWP HSD 203
IL	CHSD 94
IL	ARGO CHSD 217
IL	OAK LAWN CHSD 229
IL	RIVERSIDE-BROOKFIELD TWP SD 208
IL	OTTAWA TWP HSD 140
IL	EAST ST LOUIS SD 189

Eligible School Districts as of Information Available 7/25/2023

IL	CAHOKIA CUSD 187
IL	HALL HSD 502
IL	LA MOILLE CUSD 303
IL	SUNSET RIDGE SD 29
IL	CENTRAL SD 104
IL	WOOD RIVER-HARTFORD ESD 15
IN	FORT WAYNE COMMUNITY SCHOOLS
IN	INDIANAPOLIS PUBLIC SCHOOLS
IN	EVANSVILLE VANDERBURGH SCHOOL CORP
IN	HAMILTON SOUTHEASTERN SCHOOLS
IN	SOUTH BEND COMMUNITY SCHOOL CORP
IN	MSD WAYNE TOWNSHIP
IN	CARMEL CLAY SCHOOLS
IN	ELKHART COMMUNITY SCHOOLS
IN	MONROE COUNTY COMMUNITY SCH CORP
IN	BARTHOLOMEW CON SCHOOL CORP
IN	NEW ALBANY-FLOYD CO CON SCH
IN	GREATER CLARK COUNTY SCHOOLS
IN	MSD WASHINGTON TOWNSHIP
IN	PENN-HARRIS-MADISON SCHOOL CORP
IN	WARRICK COUNTY SCHOOL CORP
IN	EAST ALLEN COUNTY SCHOOLS
IN	BROWNSBURG COMMUNITY SCHOOL CORP
IN	MSD SOUTHWEST ALLEN COUNTY SCHLS
IN	PORTAGE TOWNSHIP SCHOOLS
IN	NORTHWEST ALLEN COUNTY SCHOOLS
IN	DUNELAND SCHOOL CORPORATION
IN	SCHOOL CITY OF MISHAWAKA
IN	KOKOMO SCHOOL CORPORATION
IN	MUNCIE COMMUNITY SCHOOLS
IN	CONCORD COMMUNITY SCHOOLS
IN	PLAINFIELD COMMUNITY SCHOOL CORP
IN	JENNINGS COUNTY SCHOOL CORPORATION
IN	SHELBYVILLE CENTRAL SCHOOLS
IN	SCHOOL CITY OF EAST CHICAGO
IN	PLYMOUTH COMMUNITY SCHOOL CORP
IN	WHITLEY COUNTY CON SCHOOLS
IN	NEW CASTLE COMMUNITY SCHOOL CORP
IN	DEKALB CO CTL UNITED SCH DIST
IN	GREATER JASPER CONSOLIDATED SCHS
IN	FRANKTON-LAPEL COMMUNITY SCHOOLS
IN	KANKAKEE VALLEY SCHOOL CORP
IN	MSD WABASH COUNTY SCHOOLS
IN	WESTERN SCHOOL CORPORATION
IN	SILVER CREEK SCHOOL CORPORATION
IN	CRAWFORDSVILLE COMMUNITY SCHOOLS
IN	NORTH HARRISON COM SCHOOL CORP

Eligible School Districts as of Information Available 7/25/2023

IN	LAWRENCEBURG COMMUNITY SCHOOL CORP
IN	GREENSBURG COMMUNITY SCHOOLS
IN	GRIFFITH PUBLIC SCHOOLS
IN	NORTHWESTERN SCHOOL CORP
IN	SOUTHWEST SCHOOL CORPORATION
IN	NORTH MONTGOMERY COM SCH CORP
IN	BENTON COMMUNITY SCHOOL CORP
IN	OAK HILL UNITED SCHOOL CORP
IN	DEKALB CO EASTERN COM SCH DIST
IN	LAKE RIDGE NEW TECH SCHOOLS
IN	ROCHESTER COMMUNITY SCHOOL CORP
IN	GARRETT-KEYSER-BUTLER COM SCH CORP
IN	NORTH ADAMS COMMUNITY SCHOOLS
IN	PIKE COUNTY SCHOOL CORP
IN	SALEM COMMUNITY SCHOOLS
IN	RIVER FOREST COMMUNITY SCH CORP
IN	RENSELAER CENTRAL SCHOOL CORP
IN	MSD BLUFFTON-HARRISON
IN	WABASH CITY SCHOOLS
IN	RANDOLPH CENTRAL SCHOOL CORP
IN	UNION CO/CLG CORNER JOINT SCH DIST
IN	PRAIRIE HEIGHTS COMMUNITY SCH CORP
IN	NORTHEASTERN WAYNE SCHOOLS
IN	LINTON-STOCKTON SCHOOL CORPORATION
IN	ADAMS CENTRAL COMMUNITY SCHOOLS
IN	NORTH CENTRAL PARKE COMM SCHL CORP
IN	CENTRAL NOBLE COM SCHOOL CORP
IN	SOUTH ADAMS SCHOOLS
IN	PERRY CENTRAL COM SCHOOLS CORP
IN	SHERIDAN COMMUNITY SCHOOLS
IN	SMITH-GREEN COMMUNITY SCHOOLS
IN	MONROE CENTRAL SCHOOL CORP
IN	SOUTHEAST FOUNTAIN SCHOOL CORP
IN	NORTHEAST SCHOOL CORP
IN	PIONEER REGIONAL SCHOOL CORP
IN	WESTERN WAYNE SCHOOLS
IN	WHITE RIVER VALLEY SCHOOL DISTRICT
IN	COWAN COMMUNITY SCHOOL CORP
IN	LANESVILLE COMMUNITY SCHOOL CORP
IN	CULVER COMMUNITY SCHOOLS CORP
IN	SOUTH HENRY SCHOOL CORP
IN	MSD SHAKAMAK SCHOOLS
IN	BLUE RIVER VALLEY SCHOOLS
IN	CASTON SCHOOL CORPORATION
IN	EMAN SCHOOLS
KS	GODDARD

Eligible School Districts as of Information Available 7/25/2023

KS	WICHITA
KS	OLATHE
KS	SHAWNEE MISSION PUB SCH
KS	BLUE VALLEY
KS	KANSAS CITY
KS	LAWRENCE
KS	DE SOTO
KS	MANHATTAN-OGDEN
KS	SPRING HILL
KS	RENWICK
KS	WAMEGO
KS	SMOKY VALLEY
KS	CONCORDIA
KS	LYONS
KS	JAYHAWK
KY	JEFFERSON COUNTY
KY	FAYETTE COUNTY
KY	BOONE COUNTY
KY	WARREN COUNTY
KY	BULLITT COUNTY
KY	DAVIESS COUNTY
KY	MADISON COUNTY
KY	PIKE COUNTY
KY	JESSAMINE COUNTY
KY	HOPKINS COUNTY
KY	CLARK COUNTY
KY	MONTGOMERY COUNTY
KY	MARION COUNTY
KY	HARRISON COUNTY
KY	LAWRENCE COUNTY
KY	LARUE COUNTY
KY	ESTILL COUNTY
KY	BREATHITT COUNTY
KY	MARTIN COUNTY
KY	WOLFE COUNTY
KY	MENIFEE COUNTY
LA	ST. CHARLES PARISH
LA	ST. TAMMANY PARISH
LA	ST. JAMES PARISH
LA	NATCHITOCHE PARISH
LA	AVOUELLES PARISH
LA	RICHLAND PARISH
LA	GRANT PARISH
LA	POINTE COUPEE PARISH
LA	WEST CARROLL PARISH
LA	WEST FELICIANA PARISH
MA	FRAMINGHAM

Eligible School Districts as of Information Available 7/25/2023

MA	BROCKTON
MA	BARNSTABLE
MA	FALMOUTH
MA	DEDHAM
MA	SILVER LAKE
MA	MASHPEE
MA	ATHOL-ROYALSTON
MA	BERKSHIRE HILLS
MA	WESTPORT
MA	MILLIS
MA	RICHMOND
MD	MONTGOMERY COUNTY PUBLIC SCHOOLS
MD	BALTIMORE COUNTY PUBLIC SCHOOLS
MD	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
MD	BALTIMORE CITY PUBLIC SCHOOLS
MD	ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
MD	HOWARD COUNTY PUBLIC SCHOOLS
MD	HARFORD COUNTY PUBLIC SCHOOLS
MD	CARROLL COUNTY PUBLIC SCHOOLS
MD	WASHINGTON COUNTY PUBLIC SCHOOLS
MD	CECIL COUNTY PUBLIC SCHOOLS
MD	DORCHESTER COUNTY PUBLIC SCHOOLS
MD	TALBOT COUNTY PUBLIC SCHOOLS
MD	GARRETT COUNTY PUBLIC SCHOOLS
MD	KENT COUNTY PUBLIC SCHOOLS
ME	BANGOR PUBLIC SCHOOLS
ME	SOUTH PORTLAND PUBLIC SCHOOLS
ME	RSU 02
ME	RSU 11/MSAD 11
ME	RSU 15/MSAD 15
MI	WARREN CONSOLIDATED SCHOOLS
MI	TRAVERSE CITY AREA PUBLIC SCHOOLS
MI	CLARKSTON COMMUNITY SCHOOL DISTRICT
MI	BAY CITY SCHOOL DISTRICT
MI	MIDLAND PUBLIC SCHOOLS
MI	GRAND HAVEN AREA PUBLIC SCHOOLS
MI	HOLT PUBLIC SCHOOLS
MI	SALINE AREA SCHOOLS
MI	BATTLE CREEK PUBLIC SCHOOLS
MI	OKEMOS PUBLIC SCHOOLS
MI	LAKEVIEW SCH. DISTRICT (CALHOUN)
MI	FERNDAL PUBLIC SCHOOLS
MI	ALPENA PUBLIC SCHOOLS
MI	DEXTER COMMUNITY SCHOOL DISTRICT
MI	CEDAR SPRINGS PUBLIC SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	GREENVILLE PUBLIC SCHOOLS
MI	MUSKEGON PUBLIC SCHOOLS OF THE CITY OF
MI	LINCOLN CONSOLIDATED SCHOOL DISTRICT
MI	CADILLAC AREA PUBLIC SCHOOLS
MI	AIRPORT COMMUNITY SCHOOLS
MI	MARSHALL PUBLIC SCHOOLS
MI	MASON PUBLIC SCHOOLS (INGHAM)
MI	DEWITT PUBLIC SCHOOLS
MI	OWOSSO PUBLIC SCHOOLS
MI	WAVERLY COMMUNITY SCHOOLS
MI	ADRIAN PUBLIC SCHOOLS
MI	BANGOR TOWNSHIP SCHOOLS
MI	EAST GRAND RAPIDS PUBLIC SCHOOLS
MI	VICKSBURG COMMUNITY SCHOOLS
MI	COLDWATER COMMUNITY SCHOOLS
MI	CENTER LINE PUBLIC SCHOOLS
MI	HASTINGS AREA SCHOOL DISTRICT
MI	EATON RAPIDS PUBLIC SCHOOLS
MI	DOWAGIAC UNION SCHOOL DISTRICT
MI	PAW PAW PUBLIC SCHOOL DISTRICT
MI	CHELSEA SCHOOL DISTRICT
MI	BIG RAPIDS PUBLIC SCHOOLS
MI	CHIPPEWA HILLS SCHOOL DISTRICT
MI	LUDINGTON AREA SCHOOL DISTRICT
MI	YALE PUBLIC SCHOOLS
MI	SWAN VALLEY SCHOOL DISTRICT
MI	GOODRICH AREA SCHOOLS
MI	WILLIAMSTON COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	CARO COMMUNITY SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	BELDING AREA SCHOOL DISTRICT
MI	BENZIE COUNTY CENTRAL SCHOOLS
MI	CORUNNA PUBLIC SCHOOLS
MI	ESSEXVILLE-HAMPTON PUBLIC SCHOOLS
MI	HILLSDALE COMMUNITY SCHOOLS
MI	CHESANING UNION SCHOOLS
MI	HARTFORD PUBLIC SCHOOLS
MI	JONESVILLE COMMUNITY SCHOOLS
MI	BOYNE CITY PUBLIC SCHOOLS
MI	HARRISON COMMUNITY SCHOOLS
MI	NEW HAVEN COMMUNITY SCHOOLS
MI	MILLINGTON COMMUNITY SCHOOLS
MI	DELTON KELLOGG SCHOOLS
MI	MENOMINEE AREA PUBLIC SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	MERIDIAN PUBLIC SCHOOLS
MI	MANISTEE AREA PUBLIC SCHOOLS
MI	CENTREVILLE PUBLIC SCHOOLS
MI	LAWTON COMMUNITY SCHOOL DISTRICT
MI	FARWELL AREA SCHOOLS
MI	GALESBURG-AUGUSTA COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	PINE RIVER AREA SCHOOLS
MI	BLOOMINGDALE PUBLIC SCHOOL DISTRICT
MI	CAPAC COMMUNITY SCHOOLS
MI	HOMER COMMUNITY SCHOOL DISTRICT
MI	OSCODA AREA SCHOOLS
MI	EAST JACKSON COMMUNITY SCHOOLS
MI	UNION CITY COMMUNITY SCHOOLS
MI	PERRY PUBLIC SCHOOLS
MI	MCBAIN RURAL AGRICULTURAL SCHOOLS
MI	MANTON CONSOLIDATED SCHOOLS
MI	MANCHESTER COMMUNITY SCHOOLS
MI	BEAVERTON SCHOOLS
MI	EVART PUBLIC SCHOOLS
MI	GRATIOT-ISABELLA RESD
MI	ROSCOMMON AREA PUBLIC SCHOOLS
MI	MARCELLUS COMMUNITY SCHOOLS
MI	NEW LOTHROP AREA PUBLIC SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	JOHANNESBURG-LEWISTON AREA SCHOOLS
MI	KALEVA NORMAN DICKSON SCHOOL DISTRICT
MI	WHITTEMORE-PRESCOTT AREA SCHOOLS
MI	READING COMMUNITY SCHOOLS
MI	MEMPHIS COMMUNITY SCHOOLS
MI	SHIAWASSEE REGIONAL ESD
MI	WHITMORE LAKE PUBLIC SCHOOL DISTRICT
MI	CLIMAX-SCOTTS COMMUNITY SCHOOLS
MI	COLEMAN COMMUNITY SCHOOLS
MI	TUSCOLA ISD
MI	HARBOR BEACH COMMUNITY SCHOOLS
MI	RIVER VALLEY SCHOOL DISTRICT
MI	BURR OAK COMMUNITY SCHOOL DISTRICT
MI	L'ANSE CREUSE PUBLIC SCHOOLS
MI	MUNISING PUBLIC SCHOOLS
MI	LAWRENCE PUBLIC SCHOOLS
MI	MORRICE AREA SCHOOLS
MI	MAYVILLE COMMUNITY SCHOOL DISTRICT
MI	UBLY COMMUNITY SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	AU GRES-SIMS SCHOOL DISTRICT
MI	MARION PUBLIC SCHOOLS
MI	BEAR LAKE SCHOOLS
MI	LELAND PUBLIC SCHOOL DISTRICT
MI	NORTH ADAMS-JEROME PUBLIC SCHOOLS
MI	NORTHVILLE PUBLIC SCHOOLS
MI	TUSCOLA ISD
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	SHIAWASSEE REGIONAL ESD
MI	QUINCY COMMUNITY SCHOOLS
MI	ONTONAGON AREA SCHOOL DISTRICT
MI	DETOUR AREA SCHOOLS
MI	CASEVILLE PUBLIC SCHOOLS
MI	MAR LEE SCHOOL DISTRICT
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
MI	GRATIOT-ISABELLA RESD
MI	NORTHPORT PUBLIC SCHOOL DISTRICT
MI	ONAWAY AREA COMMUNITY SCHOOL DISTRICT
MI	SOUTHFIELD PUBLIC SCHOOL DISTRICT
MI	EAST CHINA SCHOOL DISTRICT
MI	PONTIAC CITY SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	HAMILTON COMMUNITY SCHOOLS
MI	CHARLOTTE PUBLIC SCHOOLS
MI	LINDEN COMMUNITY SCHOOLS
MI	GLADWIN COMMUNITY SCHOOLS
MI	KALKASKA PUBLIC SCHOOLS
MI	HOUGHTON LAKE COMMUNITY SCHOOLS
MI	MAPLE VALLEY SCHOOLS
MI	CASSOPOLIS PUBLIC SCHOOLS
MI	NEW BUFFALO AREA SCHOOLS
MI	BEAL CITY PUBLIC SCHOOLS
MI	REESE PUBLIC SCHOOLS
MI	OWENDALE-GAGETOWN AREA SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	TEKONSHA COMMUNITY SCHOOLS
MI	ALCONA COMMUNITY SCHOOLS
MI	GENESEE SCHOOL DISTRICT
MI	INLAND LAKES SCHOOLS
MI	MORENCI AREA SCHOOLS
MI	BRIMLEY AREA SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	BELLEVUE COMMUNITY SCHOOLS
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ST. CLOUD PUBLIC SCHOOL DISTRICT
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ROCORI PUBLIC SCHOOL DISTRICT
MN	LONG PRAIRIE-GREY EAGLE SCHOOL DIST
MN	LYLE PUBLIC SCHOOL DISTRICT
MO	SPRINGFIELD R-XII
MO	FRANCIS HOWELL R-III
MO	PARKWAY C-2
MO	MOUNTAIN GROVE R-III
MO	AVA R-I
MS	RANKIN CO SCHOOL DIST
MS	LAMAR COUNTY SCHOOL DISTRICT
MS	LAUDERDALE CO SCHOOL DIST
MS	HANCOCK CO SCHOOL DIST
MS	HATTIESBURG PUBLIC SCHOOL DIST
MS	PEARL PUBLIC SCHOOL DISTRICT
MS	COLUMBUS MUNICIPAL SCHOOL DIST
MS	JONES CO SCHOOL DIST
MS	VICKSBURG WARREN SCHOOL DIST
MS	QUITMAN SCHOOL DIST
MS	PASS CHRISTIAN PUBLIC SCHOOL DIST
MS	JEFFERSON CO SCHOOL DIST
MS	GREENWOOD-LEFLORE CONS SCH DISTRICT
MS	YAZOO CO SCHOOL DIST
MS	MERIDIAN PUBLIC SCHOOLS
MS	WEST BOLIVAR CONS SCHOOL DIST
MS	ITAWAMBA COUNTY SCHOOL DIST
MS	ALCORN SCHOOL DIST
MS	AMITE COUNTY SCHOOL DISTRICT
MS	NATCHEZ-ADAMS SCHOOL DISTRICT
MS	ABERDEEN SCHOOL DIST
MS	COVINGTON COUNTY SCHOOL DISTRICT
MS	SOUTH TIPPAH SCHOOL DIST
MS	OKOLONA SEPARATE SCHOOL DIST
MS	CHICKASAW COUNTY SCHOOL DISTRICT
MS	SOUTH PIKE SCHOOL DIST
MS	RICHTON SCHOOL DIST
MS	AMORY SCHOOL DIST
MS	JEFFERSON DAVIS CO SCHOOL DIST
MS	PERRY CO SCHOOL DIST
MS	BOONEVILLE SCHOOL DIST
MS	COAHOMA COUNTY SCHOOL DISTRICT
MS	NORTH TIPPAH SCHOOL DIST
MS	BENTON CO SCHOOL DIST

Eligible School Districts as of Information Available 7/25/2023

MS	NEWTON MUNICIPAL SCHOOL DISTRICT
MS	HOLMES COUNTY CONSOLIDATED SD
MT	FRENCHTOWN K-12 SCHOOLS
MT	ST IGNATIUS K-12 SCHOOLS
MT	FAIRFIELD H S
MT	NOXON ELEM
NC	WAKE COUNTY SCHOOLS
NC	PITT COUNTY SCHOOLS
NC	PUBLIC SCHOOLS OF ROBESON COUNTY
NC	WILSON COUNTY SCHOOLS
NC	ROCKINGHAM COUNTY SCHOOLS
NC	KANNAPOLIS CITY SCHOOLS
NC	CHEROKEE COUNTY SCHOOLS
NC	WARREN COUNTY SCHOOLS
NE	LINCOLN PUBLIC SCHOOLS
NE	BAYARD PUBLIC SCHOOLS
NE	SUTHERLAND PUBLIC SCHOOLS
NE	BRADY PUBLIC SCHOOLS
NH	ROCHESTER SCHOOL DISTRICT
NH	SANBORN REGIONAL SCHOOL DISTRICT
NJ	PATERSON PUBLIC SCHOOL DISTRICT
NJ	FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
NJ	TOMS RIVER REGIONAL SCHOOL DISTRICT
NJ	FRANKLIN TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	UNION CITY SCHOOL DISTRICT
NJ	HAMILTON TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	PEMBERTON TOWNSHIP SCHOOL DISTRICT
NJ	WEST DEPTFORD TOWNSHIP SCHOOL DISTRICT
NJ	CINNAMINSON TOWNSHIP SCHOOL DISTRICT
NJ	MAPLE SHADE SCHOOL DISTRICT
NJ	DELSEA REGIONAL HIGH SCHOOL DISTRICT
NJ	BUENA REGIONAL SCHOOL DISTRICT
NJ	WOODSTOWN-PILES GROVE REGIONAL SCHOOL DISTRICT
NJ	HACKENSACK SCHOOL DISTRICT
NJ	BURLINGTON TOWNSHIP SCHOOL DISTRICT
NJ	BARNEGAT TOWNSHIP SCHOOL DISTRICT
NJ	LUMBERTON TOWNSHIP BOARD OF EDUCATION
NJ	RANOCAS VALLEY REGIONAL HIGH SCHOOL DISTRICT
NJ	GLEN ROCK PUBLIC SCHOOL DISTRICT
NJ	VOORHEES TOWNSHIP SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NJ	NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT
NJ	GLOUCESTER CITY PUBLIC SCHOOL DISTRICT
NJ	CLAYTON PUBLIC SCHOOL DISTRICT
NJ	PASSAIC COUNTY MANCHESTER REGIONAL HIGH SCHOOL DISTRICT
NM	ALAMOGORDO PUBLIC SCHOOLS
NM	BELEN CONSOLIDATED SCHOOLS
NM	ESPANOLA PUBLIC SCHOOLS
NM	SILVER CONSOLIDATED SCHOOLS
NM	POJOAQUE VALLEY PUBLIC SCHOOLS
NM	SOCORRO CONSOLIDATED SCHOOLS
NM	LOGAN MUNICIPAL SCHOOLS
NM	RAMAH NAVAJO SCHOOL BOARD
NM	LAKE ARTHUR MUNICIPAL SCHOOLS
NV	CLARK COUNTY SCHOOL DISTRICT
NV	LANDER COUNTY SCHOOL DISTRICT
NY	NEW YORK CITY PUBLIC SCHOOLS
NY	SYRACUSE CITY SCHOOL DISTRICT
NY	GREECE CENTRAL SCHOOL DISTRICT
NY	SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
NY	SHENENDEHOWA CENTRAL SCHOOL DISTRICT
NY	WEBSTER CENTRAL SCHOOL DISTRICT
NY	THREE VILLAGE CENTRAL SCHOOL DISTRICT
NY	WEST SENECA CENTRAL SCHOOL DISTRICT
NY	ROME CITY SCHOOL DISTRICT
NY	CONNETQUOT CENTRAL SCHOOL DISTRICT
NY	BALDWINSVILLE CENTRAL SCHOOL DISTRICT
NY	PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
NY	JAMESTOWN CITY SCHOOL DISTRICT
NY	HUNTINGTON UNION FREE SCHOOL DISTRICT
NY	VICTOR CENTRAL SCHOOL DISTRICT
NY	WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	WATERTOWN CITY SCHOOL DISTRICT
NY	POUGHKEEPSIE CITY SCHOOL DISTRICT
NY	UNION-ENDICOTT CENTRAL SCHOOL DISTRICT
NY	CENTRAL SQUARE CENTRAL SCHOOL DISTRICT
NY	EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT
NY	FULTON CITY SCHOOL DISTRICT
NY	WHITESBORO CENTRAL SCHOOL DISTRICT
NY	VESTAL CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	LONG BEACH CITY SCHOOL DISTRICT
NY	MONROE 2-ORLEANS BOCES
NY	INDIAN RIVER CENTRAL SCHOOL DISTRICT
NY	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY BOCES
NY	BROOME-DELAWARE-TIOGA BOCES
NY	EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	NEW HARTFORD CENTRAL SCHOOL DISTRICT
NY	ROCKY POINT UNION FREE SCHOOL DISTRICT
NY	CARTHAGE CENTRAL SCHOOL DISTRICT
NY	MAINE-ENDWELL CENTRAL SCHOOL DISTRICT
NY	HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT
NY	BATAVIA CITY SCHOOL DISTRICT
NY	SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT
NY	CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT
NY	ONEIDA CITY SCHOOL DISTRICT
NY	MEXICO CENTRAL SCHOOL DISTRICT
NY	CAMDEN CENTRAL SCHOOL DISTRICT
NY	WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
NY	CHITTENANGO CENTRAL SCHOOL DISTRICT
NY	PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT
NY	SOUTH JEFFERSON CENTRAL SCHOOL DISTRICT
NY	MALVERNE UNION FREE SCHOOL DISTRICT
NY	WESTHILL CENTRAL SCHOOL DISTRICT
NY	TONAWANDA CITY SCHOOL DISTRICT
NY	SCHALMONT CENTRAL SCHOOL DISTRICT
NY	ONEIDA-HERKIMER-MADISON BOCES
NY	CHENANGO VALLEY CENTRAL SCHOOL DISTRICT
NY	PHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT
NY	WINDSOR CENTRAL SCHOOL DISTRICT
NY	WATERLOO CENTRAL SCHOOL DISTRICT
NY	SOUTHAMPTON UNION FREE SCHOOL DISTRICT
NY	RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
NY	HORNELL CITY SCHOOL DISTRICT
NY	OGDENSBURG CITY SCHOOL DISTRICT
NY	ITHACA CITY SCHOOL DISTRICT
NY	SOLVAY UNION FREE SCHOOL DISTRICT
NY	GOUVERNEUR CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	CHENANGO FORKS CENTRAL SCHOOL DISTRICT
NY	HOLLAND PATENT CENTRAL SCHOOL DISTRICT
NY	CANASTOTA CENTRAL SCHOOL DISTRICT
NY	DANVILLE CENTRAL SCHOOL DISTRICT
NY	GENERAL BROWN CENTRAL SCHOOL DISTRICT
NY	PENN YAN CENTRAL SCHOOL DISTRICT
NY	EDEN CENTRAL SCHOOL DISTRICT
NY	POTSDAM CENTRAL SCHOOL DISTRICT
NY	ADIRONDACK CENTRAL SCHOOL DISTRICT
NY	LOWVILLE ACADEMY & CENTRAL SCHOOL DISTRICT
NY	WEST GENESEE CENTRAL SCHOOL DISTRICT
NY	SOUTHWESTERN CENTRAL SCHOOL DISTRICT AT JAMESTOWN
NY	AUBURN CITY SCHOOL DISTRICT
NY	CANTON CENTRAL SCHOOL DISTRICT
NY	SAINT LAWRENCE-LEWIS BOCES
NY	SIDNEY CENTRAL SCHOOL DISTRICT
NY	CLINTON CENTRAL SCHOOL DISTRICT
NY	MOUNT MARKHAM CENTRAL SCHOOL DISTRICT
NY	FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
NY	WILLIAMSON CENTRAL SCHOOL DISTRICT
NY	EAST GREENBUSH CENTRAL SCHOOL DISTRICT
NY	HORSEHEADS CENTRAL SCHOOL DISTRICT
NY	OSWEGO CITY SCHOOL DISTRICT
NY	MADISON-ONEIDA BOCES
NY	SODUS CENTRAL SCHOOL DISTRICT
NY	BRASHER FALLS CENTRAL SCHOOL DISTRICT
NY	NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT
NY	SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT
NY	LYONS CENTRAL SCHOOL DISTRICT
NY	WESTMORELAND CENTRAL SCHOOL DISTRICT
NY	FRANKFORT-SCHUYLER CENTRAL SCHOOL DISTRICT
NY	LAFAYETTE CENTRAL SCHOOL DISTRICT
NY	DOLGEVILLE CENTRAL SCHOOL DISTRICT
NY	EAST BLOOMFIELD CENTRAL SCHOOL DISTRICT
NY	CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL DISTRICT
NY	THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	DELAWARE-CHENANGO-MADISON-OTSEGO BOCES
NY	ONONDAGA CENTRAL SCHOOL DISTRICT
NY	BEAVER RIVER CENTRAL SCHOOL DISTRICT
NY	CATO-MERIDIAN CENTRAL SCHOOL DISTRICT
NY	BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
NY	RANDOLPH CENTRAL SCHOOL DISTRICT
NY	TOMPKINS-SENECA-TIOGA BOCES
NY	NEWFIELD CENTRAL SCHOOL DISTRICT
NY	CANANDAIGUA CITY SCHOOL DISTRICT
NY	KENDALL CENTRAL SCHOOL DISTRICT
NY	ALEXANDER CENTRAL SCHOOL DISTRICT
NY	OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT
NY	MASSENA CENTRAL SCHOOL DISTRICT
NY	MARATHON CENTRAL SCHOOL DISTRICT
NY	JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
NY	ORISKANY CENTRAL SCHOOL DISTRICT
NY	NEW YORK MILLS UNION FREE SCHOOL DISTRICT
NY	MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT
NY	EDWARDS-KNOX CENTRAL SCHOOL DISTRICT
NY	RENAISSANCE CHARTER SCHOOL
NY	ALEXANDRIA CENTRAL SCHOOL DISTRICT
NY	HAMILTON CENTRAL SCHOOL DISTRICT
NY	MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT
NY	POLAND CENTRAL SCHOOL DISTRICT
NY	MOUNT MORRIS CENTRAL SCHOOL DISTRICT
NY	PARISHVILLE-HOPKINTON CENTRAL SCHOOL DISTRICT
NY	ONEONTA CITY SCHOOL DISTRICT
NY	COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT
NY	LA FARGEVILLE CENTRAL SCHOOL DISTRICT
NY	MADISON CENTRAL SCHOOL DISTRICT
NY	BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT
NY	CLIFTON-FINE CENTRAL SCHOOL DISTRICT
NY	COPENHAGEN CENTRAL SCHOOL DISTRICT
NY	HERMON-DEKALB CENTRAL SCHOOL DISTRICT
NY	OTSEGO-DELAWARE-SCHOHARIE-GREENE BOCES
NY	WAVERLY CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	SACKETS HARBOR CENTRAL SCHOOL DISTRICT
NY	SULLIVAN BOCES
NY	COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT
NY	DERUYTER CENTRAL SCHOOL DISTRICT
NY	HINSDALE CENTRAL SCHOOL DISTRICT
NY	BATH CENTRAL SCHOOL DISTRICT
NY	MORRISTOWN CENTRAL SCHOOL DISTRICT
NY	WORCESTER CENTRAL SCHOOL DISTRICT
NY	CATSKILL CENTRAL SCHOOL DISTRICT
NY	COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT
NY	GEORGETOWN-SOUTH OTSELIC CENTRAL SCHOOL DISTRICT
NY	CROWN POINT CENTRAL SCHOOL DISTRICT
NY	LAURENS CENTRAL SCHOOL DISTRICT
NY	TOWN OF WEBB UNION FREE SCHOOL DISTRICT
NY	ROXBURY CENTRAL SCHOOL DISTRICT
NY	NEWARK VALLEY CENTRAL SCHOOL DISTRICT
NY	HERKIMER CENTRAL SCHOOL DISTRICT
NY	HANCOCK CENTRAL SCHOOL DISTRICT
NY	EDMESTON CENTRAL SCHOOL DISTRICT
NY	PRATTSBURGH CENTRAL SCHOOL DISTRICT
NY	CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT
NY	STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT
NY	ARKPORT CENTRAL SCHOOL DISTRICT
NY	AFTON CENTRAL SCHOOL DISTRICT
NY	DEPOSIT CENTRAL SCHOOL DISTRICT
NY	MCGRAW CENTRAL SCHOOL DISTRICT
NY	ALFRED-ALMOND CENTRAL SCHOOL DISTRICT
NY	MARION CENTRAL SCHOOL DISTRICT
NY	DELAWARE ACADEMY CENTRAL SCHOOL DISTRICT AT DELHI
NY	ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT
NY	CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
NY	GREENE CENTRAL SCHOOL DISTRICT
NY	CANISTEO-GREENWOOD CSD
NY	LYNCOURT UNION FREE SCHOOL DISTRICT
NY	ANDOVER CENTRAL SCHOOL DISTRICT
NY	CHATEAUGAY CENTRAL SCHOOL DISTRICT
NY	CANASERAGA CENTRAL SCHOOL DISTRICT
NY	CINCINNATUS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT
NY	JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
NY	WATKINS GLEN CENTRAL SCHOOL DISTRICT
NY	AVOCA CENTRAL SCHOOL DISTRICT
NY	TICONDEROGA CENTRAL SCHOOL DISTRICT
NY	SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT
NY	FRANKLIN CENTRAL SCHOOL DISTRICT
NY	GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT
NY	JEFFERSON CENTRAL SCHOOL DISTRICT
NY	WALTON CENTRAL SCHOOL DISTRICT
NY	TIOGA CENTRAL SCHOOL DISTRICT
NY	SCHENEVUS CENTRAL SCHOOL DISTRICT
NY	STAMFORD CENTRAL SCHOOL DISTRICT
NY	DOWNSVILLE CENTRAL SCHOOL DISTRICT
NY	MILFORD CENTRAL SCHOOL DISTRICT
NY	OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT
NY	ROSCOE CENTRAL SCHOOL DISTRICT
NY	LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT
NY	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
NY	OTEGO-UNADILLA CENTRAL SCHOOL DISTRICT
NY	WEST VALLEY CENTRAL SCHOOL DISTRICT
NY	FILLMORE CENTRAL SCHOOL DISTRICT
NY	FABIUS-POMPEY CENTRAL SCHOOL DISTRICT
NY	SUMMIT SCHOOL
OH	CANTON CITY
OH	NORTHWEST LOCAL
OH	PLAIN LOCAL
OH	JACKSON LOCAL
OH	WADSWORTH CITY
OH	NORTH CANTON CITY
OH	EDUCATIONAL SERVICE CENTER OF THE WESTERN RESERVE
OH	MASSILLON CITY
OH	GREEN LOCAL
OH	WOOSTER CITY
OH	LAKE LOCAL
OH	FRANKLIN CITY
OH	ALLIANCE CITY
OH	LOUISVILLE CITY
OH	STEBENVILLE CITY
OH	MARLINGTON LOCAL

Eligible School Districts as of Information Available 7/25/2023

OH	CLOVERLEAF LOCAL
OH	WEST HOLMES LOCAL
OH	BLOOM-CARROLL LOCAL
OH	CANTON LOCAL
OH	SOUTHEAST LOCAL
OH	MINERVA LOCAL
OH	TRIWAY LOCAL
OH	ORRVILLE CITY
OH	AUBURN
OH	SANDY VALLEY LOCAL
OH	EDISON LOCAL
OH	NORWAYNE LOCAL
OH	FAIRLESS LOCAL
OH	CHIPPEWA LOCAL
OH	NORTHWESTERN LOCAL
OH	LIBERTY LOCAL
OH	TUSLAW LOCAL
OH	WOOD COUNTY ESC
OH	GREEN LOCAL
OH	RITTMAN EXEMPTED VILLAGE
OH	WAYNE COUNTY JVSD
OH	STARK COUNTY AREA
OH	ROOTSTOWN LOCAL
OH	BLACK RIVER LOCAL
OH	DALTON LOCAL
OH	NEWCOMERSTOWN EXEMPTED VILLAGE
OH	OSNABURG LOCAL
OH	SIDNEY CITY
OH	HICKSVILLE EXEMPTED VILLAGE
OH	BROWN LOCAL
OH	STRASBURG-FRANKLIN LOCAL
OH	CLYDE-GREEN SPRINGS EXEMPTED VILLAGE
OH	ZENITH ACADEMY
OH	BELMONT-HARRISON
OH	PICKAWAY COUNTY ESC
OH	OHIO VALLEY ESC
OH	PIKE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
OH	KELLEYS ISLAND LOCAL
OH	ZENITH ACADEMY EAST
OH	HILLSDALE LOCAL
OH	MAPLETON LOCAL
OK	TULSA
OK	EDMOND
OK	NORMAN
OK	MIDWEST CITY-DEL CITY
OK	JENKS

Eligible School Districts as of Information Available 7/25/2023

OK	ENID
OK	YUKON
OK	DEER CREEK
OK	BIXBY
OK	SHAWNEE
OK	TAHLEQUAH
OK	NOBLE
OK	WOODWARD
OK	ELGIN
OK	NEWCASTLE
OK	CHICKASHA
OK	TUTTLE
OK	HILLDALE
OK	BRIDGE CREEK
OK	MADILL
OK	SEMINOLE
OK	PAULS VALLEY
OK	DICKSON
OK	NORTH ROCK CREEK
OK	CHECOTAH
OK	HUGO
OK	BETHEL
OK	MARIETTA
OK	LITTLE AXE
OK	BEGGS
OK	COMANCHE
OK	COLBERT
OK	TISHOMINGO
OK	MILLWOOD
OK	CANEY VALLEY
OK	VALLIANT
OK	KANSAS
OK	HEAVENER
OK	COMMERCE
OK	CASHION
OK	TALIHINA
OK	WARNER
OK	HULBERT
OK	OKARCHE
OK	CALERA
OK	KONAWA
OK	PIONEER
OK	CADDO
OK	GRACEMONT
OK	DOVER
OK	SAVANNA
OK	FORT TOWSON

Eligible School Districts as of Information Available 7/25/2023

OK	ALLEN
OK	FOREST GROVE
OK	CHISHOLM TRAIL TECHNOLOGY CTR
OK	BUFFALO
OK	SPRINGER
OK	MAUD
OK	CHEYENNE
OK	DAVENPORT
OK	JENNINGS
OK	CARNEGIE
OK	GOODWELL
OK	QUINTON
OK	TIMBERLAKE
OK	TUPELO
OK	MARYETTA
OK	WAPANUCKA
OK	SHADY POINT
OK	HANNA
OK	BENNINGTON
OK	BRIGGS
OK	WETUMKA
OK	CRESCENT
OK	WEWOKA
OK	LINDSAY
OR	PORTLAND SD 1J
OR	SALEM-KEIZER SD 24J
OR	BEND-LAPINE ADMINISTRATIVE SD 1
OR	EUGENE SD 4J
OR	REDMOND SD 2J
OR	MCMINNVILLE SD 40
OR	SILVER FALLS SD 4J
OR	DALLAS SD 2
OR	CASCADE SD 5
OR	NORTH SANTIAM SD 29J
OR	GERVAIS SD 1
OR	NORTH MARION SD 15
OR	SHERIDAN SD 48J
OR	SISTERS SD 6
OR	YAMHILL CARLTON SD 1
OR	DAYTON SD 8
OR	WILLAMINA SD 30J
OR	JEFFERSON SD 14J
OR	MT ANGEL SD 91
OR	ST PAUL SD 45
PA	PHILADELPHIA CITY SD
PA	PITTSBURGH SD
PA	CENTRAL BUCKS SD

Eligible School Districts as of Information Available 7/25/2023

PA	DOWNINGTOWN AREA SD
PA	HAZLETON AREA SD
PA	ERIE CITY SD
PA	NESHAMINY SD
PA	PENNRIDGE SD
PA	SENECA VALLEY SD
PA	WILKES-BARRE AREA SD
PA	BENSALEM TOWNSHIP SD
PA	BUTLER AREA SD
PA	COATESVILLE AREA SD
PA	MT LEBANON SD
PA	RED LION AREA SD
PA	CENTENNIAL SD
PA	QUAKERTOWN COMMUNITY SD
PA	MIFFLIN COUNTY SD
PA	WARREN COUNTY SD
PA	NORTH HILLS SD
PA	WYOMING VALLEY WEST SD
PA	CRAWFORD CENTRAL SD
PA	PLEASANT VALLEY SD
PA	OXFORD AREA SD
PA	MARS AREA SD
PA	PENNCREST SD
PA	PITTSTON AREA SD
PA	WOODLAND HILLS SD
PA	MCKEESPORT AREA SD
PA	NEW CASTLE AREA SD
PA	RINGGOLD SD
PA	CRESTWOOD SD
PA	SOUTH BUTLER COUNTY SD
PA	GENERAL MCLANE SD
PA	TUNKHANNOCK AREA SD
PA	SLIPPERY ROCK AREA SD
PA	SAUCON VALLEY SD
PA	MOHAWK AREA SD
PA	RIVERSIDE SD
PA	KARNS CITY AREA SD
PA	BROWNSVILLE AREA SD
PA	DUNMORE SD
PA	BRENTWOOD BOROUGH SD
PA	LAUREL SD
PA	MONITEAU SD
PA	NESHANNOCK TOWNSHIP SD
PA	WILMINGTON AREA SD
PA	SHENANGO AREA SD
PA	KISKI AREA SD
PA	BURGETTSTOWN AREA SD

Eligible School Districts as of Information Available 7/25/2023

PA	WEST MIDDLESEX AREA SD
PA	INDIANA AREA SD
PA	GREATER JOHNSTOWN SD
PA	AVELLA AREA SD
PA	AMBRIDGE AREA SD
PA	BLACKHAWK SD
PA	LAWRENCE COUNTY CTC
PA	FREEPORT AREA SD
PA	PENN CAMBRIA SD
PA	BEDFORD AREA SD
PA	MID VALLEY SD
PA	FOREST HILLS SD
PA	WINDBER AREA SD
PA	APOLLO-RIDGE SD
PA	MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
PA	GREATER JOHNSTOWN CTC
PA	FRANKLIN COUNTY CTC
PA	SAYRE AREA SD
PA	BERLIN BROTHERSVALLEY SD
PA	HUNTINGDON COUNTY CTC
PA	SALISBURY-ELK LICK SD
PA	MEYERSDALE AREA SD
PA	HOMER-CENTER SD
PA	WALLINGFORD-SWARTHMORE SD
PA	FANNETT-METAL SD
RI	NARRAGANSETT
RI	CUMBERLAND
SC	GREENVILLE 01
SC	CHARLESTON 01
SC	HORRY 01
SC	BERKELEY 01
SC	RICHLAND 02
SC	LEXINGTON 01
SC	RICHLAND 01
SC	DORCHESTER 02
SC	YORK 03
SC	YORK 04
SC	FLORENCE 01
SC	PICKENS 01
SC	SUMTER 01
SC	ORANGEBURG
SC	ANDERSON 05
SC	KERSHAW 01
SC	SPARTANBURG 06
SC	OCONEE 01
SC	SPARTANBURG 02

Eligible School Districts as of Information Available 7/25/2023

SC	ANDERSON 01
SC	GEORGETOWN 01
SC	LEXINGTON 02
SC	CHEROKEE 01
SC	YORK 02
SC	CHESTERFIELD 01
SC	CHESTER 01
SC	YORK 01
SC	COLLETON 01
SC	DILLON 04
SC	MARLBORO 01
SC	HAMPTON 01
SC	FAIRFIELD 01
SC	SPARTANBURG 04
SC	ANDERSON 03
SC	DORCHESTER 04
SC	CLARENDON 04
SC	JASPER 01
SC	LEE 01
SC	CALHOUN 01
SC	GREENWOOD 52
SC	GREENWOOD 51
TN	KNOX COUNTY
TN	MONTGOMERY COUNTY
TN	SEVIER COUNTY
TN	PUTNAM COUNTY
TN	TIPTON COUNTY
TN	SHELBY COUNTY
TN	SULLIVAN COUNTY
TN	ROANE COUNTY
TN	COLLIERVILLE
TN	CUMBERLAND COUNTY
TN	GREENE COUNTY
TN	WARREN COUNTY
TN	CLAIBORNE COUNTY
TN	BRISTOL
TN	LINCOLN COUNTY
TN	HARDEMAN COUNTY SCHOOLS
TN	OBION COUNTY
TN	HUMPHREYS COUNTY
TN	GREENEVILLE
TN	CHESTER COUNTY
TN	ELIZABETHTON
TN	MILLINGTON MUNICIPAL SCHOOLS
TN	CANNON COUNTY
TN	LENOIR CITY
TN	CROCKETT COUNTY

Eligible School Districts as of Information Available 7/25/2023

TN	BLEDSON COUNTY
TN	ONEIDA
TN	HICKMAN COUNTY
TN	JOHNSON COUNTY
TN	STEWART COUNTY
TN	ALCOA
TN	ETOWAH
TN	SWEETWATER
TX	CARLISLE ISD
UT	ALPINE DISTRICT
UT	DAVIS DISTRICT
UT	GRANITE DISTRICT
UT	JORDAN DISTRICT
UT	WASHINGTON DISTRICT
UT	NEBO DISTRICT
UT	CANYONS DISTRICT
UT	WEBER DISTRICT
UT	SALT LAKE DISTRICT
UT	TOOELE DISTRICT
UT	CACHE DISTRICT
UT	PROVO DISTRICT
UT	OGDEN CITY DISTRICT
UT	BOX ELDER DISTRICT
UT	IRON DISTRICT
UT	WASATCH DISTRICT
UT	MURRAY DISTRICT
UT	UINTAH DISTRICT
UT	DUCHESNE DISTRICT
UT	SEVIER DISTRICT
UT	LOGAN CITY DISTRICT
UT	AMERICAN PREPARATORY ACADEMY
UT	JUAB DISTRICT
UT	MILLARD DISTRICT
UT	SOUTH SANPETE DISTRICT
UT	NORTH SANPETE DISTRICT
UT	EMERY DISTRICT
UT	KANE DISTRICT
UT	BEAVER DISTRICT
UT	GARFIELD DISTRICT
UT	ASCENT ACADEMIES OF UTAH
UT	SOUTH SUMMIT DISTRICT
UT	GRAND DISTRICT
UT	FREEDOM PREPARATORY ACADEMY
UT	AMERICAN LEADERSHIP ACADEMY
UT	NORTH SUMMIT DISTRICT
UT	HAWTHORN ACADEMY
UT	TINTIC DISTRICT

Eligible School Districts as of Information Available 7/25/2023

UT	RICH DISTRICT
UT	WAYNE DISTRICT
UT	LINCOLN ACADEMY
UT	MONTICELLO ACADEMY
UT	DAGGETT DISTRICT
UT	EAST HOLLYWOOD HIGH
UT	FAST FORWARD HIGH
UT	ROCKWELL CHARTER HIGH SCHOOL
UT	CANYON RIM ACADEMY
VA	FAIRFAX CO PBLC SCHS
VA	PRINCE WILLIAM CO PBLC SCHS
VA	LOUDOUN CO PBLC SCHS
VA	VA BEACH CITY PBLC SCHS
VA	SCOTT CO PBLC SCHS
VA	WYTHE CO PBLC SCHS
VA	LEE CO PBLC SCHS
VA	RADFORD CITY PBLC SCHS
VA	SMYTH CO PBLC SCHS
VT	ESSEX-WESTFORD SUPERVISORY DISTRICT
VT	CHAMPLAIN VALLEY SUPERVISORY DISTRICT
VT	BURLINGTON SUPERVISORY DISTRICT
VT	NORTH COUNTRY SUPERVISORY UNION
VT	WINDHAM SOUTHEAST SUPERVISORY UNION
VT	MAPLE RUN SUPERVISORY DISTRICT
VT	MOUNT MANSFIELD UNIFIED UNION SCHOOL DISTRICT #401
VT	SOUTH BURLINGTON SUPERVISORY DISTRICT
VT	ADDISON CENTRAL SUPERVISORY UNION
VT	FRANKLIN NORTHEAST SUPERVISORY UNION
VT	RUTLAND CITY SUPERVISORY DISTRICT
VT	ORANGE EAST SUPERVISORY UNION
VT	COLCHESTER SCHOOL DISTRICT
VT	BARRE SUPERVISORY UNION
VT	LAMOILLE NORTH MODIFIED USD #058B
VT	GREATER RUTLAND COUNTY SUPERVISORY UNION
VT	LAMOILLE SOUTH SUPERVISORY UNION
VT	CALEDONIA CENTRAL SUPERVISORY UNION
VT	WHITE RIVER VALLEY SUPERVISORY UNION
VT	KINGDOM EAST SUPERVISORY DISTRICT
VT	MISSISQUOI VALLEY SCHOOL DISTRICT (SUPERVISORY)
VT	ORLEANS CENTRAL SUPERVISORY UNION
VT	RUTLAND NORTHEAST SUPERVISORY UNION

Eligible School Districts as of Information Available 7/25/2023

VT	MT. ABRAHAM UNIFIED SCHOOL DISTRICT (SUPERVISORY)
VT	FRANKLIN WEST SUPERVISORY UNION
VT	SLATE VALLEY UNIFIED UNION SCHOOL DISTRICT (SUPERVISORY)
VT	HARTFORD SUPERVISORY DISTRICT
VT	WINDHAM CENTRAL SUPERVISORY UNION
VT	MILTON SUPERVISORY DISTRICT
VT	WINDHAM NORTHEAST SUPERVISORY UNION
VT	ORANGE SOUTHWEST SUPERVISORY UNION
VT	TWO RIVERS SUPERVISORY UNION
VT	MONTPELIER ROXBURY SUPERVISORY DISTRICT
VT	MILL RIVER UNIFIED UNION SUPERVISORY DISTRICT
VT	SPRINGFIELD SUPERVISORY DISTRICT
VT	WINDSOR SOUTHEAST SUPERVISORY UNION
VT	ADDISON NORTHWEST SUPERVISORY UNION
VT	WINOOSKI SUPERVISORY DISTRICT
VT	WINDHAM SOUTHWEST SUPERVISORY UNION
VT	GRAND ISLE SUPERVISORY UNION
WA	SEATTLE SCHOOL DISTRICT NO. 1
WA	SPOKANE SCHOOL DISTRICT
WA	KENT SCHOOL DISTRICT
WA	EVERGREEN SCHOOL DISTRICT (CLARK)
WA	HIGHLINE SCHOOL DISTRICT
WA	BETHEL SCHOOL DISTRICT
WA	KENNEWICK SCHOOL DISTRICT
WA	AUBURN SCHOOL DISTRICT
WA	YAKIMA SCHOOL DISTRICT
WA	NORTH THURSTON PUBLIC SCHOOLS
WA	CLOVER PARK SCHOOL DISTRICT
WA	BATTLE GROUND SCHOOL DISTRICT
WA	BELLINGHAM SCHOOL DISTRICT
WA	MEAD SCHOOL DISTRICT
WA	PUYALLUP SCHOOL DISTRICT
WA	SHORELINE SCHOOL DISTRICT
WA	WENATCHEE SCHOOL DISTRICT
WA	TAHOMA SCHOOL DISTRICT
WA	CAMAS SCHOOL DISTRICT
WA	FRANKLIN PIERCE SCHOOL DISTRICT
WA	TUMWATER SCHOOL DISTRICT
WA	MOUNT VERNON SCHOOL DISTRICT
WA	WALLA WALLA PUBLIC SCHOOLS
WA	WEST VALLEY SCHOOL DISTRICT (YAKIMA)

Eligible School Districts as of Information Available 7/25/2023

WA	EASTMONT SCHOOL DISTRICT
WA	OAK HARBOR SCHOOL DISTRICT
WA	KELSO SCHOOL DISTRICT
WA	CHENEY SCHOOL DISTRICT
WA	YELM SCHOOL DISTRICT
WA	SEDRO-WOOLLEY SCHOOL DISTRICT
WA	FERNDALE SCHOOL DISTRICT
WA	UNIVERSITY PLACE SCHOOL DISTRICT
WA	QUILLAYUTE VALLEY SCHOOL DISTRICT
WA	BREMERTON SCHOOL DISTRICT
WA	WEST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	PORT ANGELES SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	CENTRALIA SCHOOL DISTRICT
WA	CHEHALIS SCHOOL DISTRICT
WA	STEILACOOM HIST. SCHOOL DISTRICT
WA	QUINCY SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (YAKIMA)
WA	NORTH MASON SCHOOL DISTRICT
WA	SEQUIM SCHOOL DISTRICT
WA	WOODLAND SCHOOL DISTRICT
WA	SULTAN SCHOOL DISTRICT
WA	PULLMAN SCHOOL DISTRICT
WA	BLAINE SCHOOL DISTRICT
WA	GRANITE FALLS SCHOOL DISTRICT
WA	GOLDENDALE SCHOOL DISTRICT
WA	LAKEWOOD SCHOOL DISTRICT
WA	VANCOUVER SCHOOL DISTRICT
WA	MOUNT BAKER SCHOOL DISTRICT
WA	ROCHESTER SCHOOL DISTRICT
WA	NOOKSACK VALLEY SCHOOL DISTRICT
WA	MERIDIAN SCHOOL DISTRICT
WA	HOQUIAM SCHOOL DISTRICT
WA	LAKE CHELAN SCHOOL DISTRICT
WA	CASCADE SCHOOL DISTRICT
WA	ARLINGTON SCHOOL DISTRICT
WA	NINE MILE FALLS SCHOOL DISTRICT
WA	WHITE SALMON VALLEY SCHOOL DISTRICT
WA	ZILLAH SCHOOL DISTRICT
WA	GRANGER SCHOOL DISTRICT
WA	CHIMACUM SCHOOL DISTRICT
WA	TOLEDO SCHOOL DISTRICT
WA	KALAMA SCHOOL DISTRICT
WA	CLE ELUM-ROSLYN SCHOOL DISTRICT
WA	WASHOUGAL SCHOOL DISTRICT
WA	KITTITAS SCHOOL DISTRICT
WA	DIERINGER SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WA	REPUBLIC SCHOOL DISTRICT
WA	CONCRETE SCHOOL DISTRICT
WA	TOUTLE LAKE SCHOOL DISTRICT
WA	OAKVILLE SCHOOL DISTRICT
WA	REARDAN-EDWALL SCHOOL DISTRICT
WA	OCOSTA SCHOOL DISTRICT
WA	ADNA SCHOOL DISTRICT
WA	COLFAX SCHOOL DISTRICT
WA	ASOTIN-ANATONE SCHOOL DISTRICT
WA	QUILCENE SCHOOL DISTRICT
WA	LYLE SCHOOL DISTRICT
WA	WILLAPA VALLEY SCHOOL DISTRICT
WA	WATERVILLE SCHOOL DISTRICT
WA	WILBUR SCHOOL DISTRICT
WA	PORT TOWNSEND SCHOOL DISTRICT
WA	EASTON SCHOOL DISTRICT
WA	UNION GAP SCHOOL DISTRICT
WA	CRESTON SCHOOL DISTRICT
WA	KAHLOTUS SCHOOL DISTRICT
WA	LAMONT SCHOOL DISTRICT
WA	GRAPEVIEW SCHOOL DISTRICT
WA	SPRAGUE SCHOOL DISTRICT
WA	ONION CREEK SCHOOL DISTRICT
WA	CRESCENT SCHOOL DISTRICT
WI	MILWAUKEE SCHOOL DISTRICT
WI	MADISON METROPOLITAN SCHOOL DISTRICT
WI	KENOSHA SCHOOL DISTRICT
WI	GREEN BAY AREA PUBLIC SCHOOL DISTRICT
WI	RACINE UNIFIED SCHOOL DISTRICT
WI	EAU CLAIRE AREA SCHOOL DISTRICT
WI	SUN PRAIRIE AREA SCHOOL DISTRICT
WI	WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT
WI	MCFARLAND SCHOOL DISTRICT
WI	BELOIT SCHOOL DISTRICT
WI	VERONA AREA SCHOOL DISTRICT
WI	WAUNAKEE COMMUNITY SCHOOL DISTRICT
WI	OREGON SCHOOL DISTRICT
WI	MILTON SCHOOL DISTRICT
WI	DE FOREST AREA SCHOOL DISTRICT
WI	GREENFIELD SCHOOL DISTRICT
WI	BARABOO SCHOOL DISTRICT
WI	MOUNT HOREB AREA SCHOOL DISTRICT
WI	ANTIGO UNIFIED SCHOOL DISTRICT
WI	ASHLAND SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WI	EDGERTON SCHOOL DISTRICT
WI	ALTOONA SCHOOL DISTRICT
WI	BARRON AREA SCHOOL DISTRICT
WI	WISCONSIN DELLS SCHOOL DISTRICT
WI	EAST TROY COMMUNITY SCHOOL DISTRICT
WI	LODI SCHOOL DISTRICT
WI	LAKE MILLS AREA SCHOOL DISTRICT
WI	AMERY SCHOOL DISTRICT
WI	PRESCOTT SCHOOL DISTRICT
WI	BLOOMER SCHOOL DISTRICT
WI	SAINT FRANCIS SCHOOL DISTRICT
WI	ELK MOUND AREA SCHOOL DISTRICT
WI	TOMAHAWK SCHOOL DISTRICT
WI	STANLEY-BOYD AREA SCHOOL DISTRICT
WI	SPOONER AREA SCHOOL DISTRICT
WI	BELLEVILLE SCHOOL DISTRICT
WI	NEW GLARUS SCHOOL DISTRICT
WI	AUGUSTA SCHOOL DISTRICT
WI	PARKVIEW SCHOOL DISTRICT
WI	CRANDON SCHOOL DISTRICT
WI	DEERFIELD COMMUNITY SCHOOL DISTRICT
WI	DURAND-ARKANSAW SCHOOL DISTRICT
WI	DARLINGTON COMMUNITY SCHOOL DISTRICT
WI	WILLIAMS BAY SCHOOL DISTRICT
WI	CUBA CITY SCHOOL DISTRICT
WI	SOUTHWESTERN WISCONSIN SCHOOL DISTRICT
WI	BLAIR-TAYLOR SCHOOL DISTRICT
WI	ALMA CENTER SCHOOL DISTRICT
WI	LUCK SCHOOL DISTRICT
WI	CORNELL SCHOOL DISTRICT
WI	HILLSBORO SCHOOL DISTRICT
WI	MONTICELLO SCHOOL DISTRICT
WI	LAKE HOLCOMBE SCHOOL DISTRICT
WI	JUDA SCHOOL DISTRICT
WI	ALMA SCHOOL DISTRICT
WI	PEPIN AREA SCHOOL DISTRICT
WI	HOLY HILL AREA SCHOOL DISTRICT
WI	MARSHALL SCHOOL DISTRICT
WI	PLUM CITY SCHOOL DISTRICT
WV	CABELL COUNTY SCHOOLS
WV	KANAWHA COUNTY SCHOOLS
WV	MERCER COUNTY SCHOOLS
WV	MARION COUNTY SCHOOLS
WV	WAYNE COUNTY SCHOOLS
WV	FAYETTE COUNTY SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

WV	HARRISON COUNTY SCHOOLS
WV	GREENBRIER COUNTY SCHOOLS
WV	WYOMING COUNTY SCHOOLS
WV	NICHOLAS COUNTY SCHOOLS
WV	UPSHUR COUNTY SCHOOLS
WV	LINCOLN COUNTY SCHOOLS
WV	MCDOWELL COUNTY SCHOOLS
WV	PUTNAM COUNTY SCHOOLS
WV	LEWIS COUNTY SCHOOLS
WV	MONROE COUNTY SCHOOLS
WV	SUMMERS COUNTY SCHOOLS
WV	WEBSTER COUNTY SCHOOLS
WV	POCAHONTAS COUNTY SCHOOLS
WV	CALHOUN COUNTY SCHOOLS
WV	TUCKER COUNTY SCHOOLS
WV	GILMER COUNTY SCHOOLS
WV	BARBOUR COUNTY BOARD OF EDUCATION
WV	RITCHIE COUNTY SCHOOLS
WY	NATRONA COUNTY SCHOOL DISTRICT #1

Eligible Counties and Cities

Based on information available as of 7/25/2023

State	Entity Type	Entity Name
AZ	County	Maricopa County, Arizona
CA	County	San Joaquin County, California
CA	County	Monterey County, California
CA	County	Santa Cruz County, California
CO	County	Denver County, Colorado
CO	County	Jefferson County, Colorado
CO	County	Boulder County, Colorado
CO	County	Eagle County, Colorado
CO	County	Pitkin County, Colorado
FL	City	Coral Springs city, Florida
FL	County	Osceola County, Florida
IL	County	Lake County, Illinois
KY	County	Jefferson County, Kentucky
KY	City	Morganfield city, Kentucky
LA	City	Natchitoches city, Louisiana
MA	City	Brockton city, Massachusetts
MD	County	Montgomery County, Maryland
MD	County	Baltimore County, Maryland
MD	County	Anne Arundel County, Maryland
MD	County	Howard County, Maryland
MD	County	Frederick County, Maryland
MD	County	Garrett County, Maryland
NH	City	Rochester city, New Hampshire
OK	County	Oklahoma County, Oklahoma
OK	City	Edmond city, Oklahoma
OK	County	Le Flore County, Oklahoma
OK	County	Kay County, Oklahoma
OK	County	Lincoln County, Oklahoma

Eligible Cities and Counties as of Information Available 7/25/2023

OK	County	Beaver County, Oklahoma
OK	County	Coal County, Oklahoma
OK	County	Dewey County, Oklahoma
OK	County	Greer County, Oklahoma
OK	County	Harmon County, Oklahoma
OK	County	Harper County, Oklahoma
OK	County	Hughes County, Oklahoma
OK	County	Jackson County, Oklahoma
OK	County	Jefferson County, Oklahoma
OK	County	Noble County, Oklahoma
OK	County	Texas County, Oklahoma
OK	County	Tillman County, Oklahoma
OK	County	Woodward County, Oklahoma
OK	City	Yukon city, Oklahoma
PA	City	Philadelphia city, Pennsylvania
PA	County	Montgomery County, Pennsylvania
PA	County	Bucks County, Pennsylvania
TN	County	Houston County, Tennessee
TN	County	Stewart County, Tennessee
TX	County	Harris County, Texas
TX	Health system	Harris county health system, Texas
WA	County	King County, Washington
WA	County	Thurston County, Washington
WA	County	Whatcom County, Washington
WA	County	Skagit County, Washington
WI	City	Milwaukee city, Wisconsin
WV	County	Mercer County, West Virginia
WV	County	Putnam County, West Virginia

DESCRIPTION OF SETTLEMENT AGREEMENT
BETWEEN ALTRIA
AND SETTLING GOVERNMENT ENTITY PLAINTIFFS

Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “Altria”) has entered into a Settlement Agreement with court-appointed Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052 (together “Plaintiffs’ Leadership”¹) on behalf of all Settling Government Entity Plaintiffs. The Settlement Agreement establishes a program to resolve, only as against Altria and the other Released Parties², the actions and claims that the Settling Government Entity Plaintiffs had, now have, or will have in the future against Altria in connection with: the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products; Altria’s conduct related to its investment in JUUL Labs, Inc. (“JLI”); and Altria’s interactions with JLI and JLI-related persons.

Total Value of Settlement and Payment Schedule

Plaintiffs’ Leadership negotiated a total gross Government Entity settlement fund with Altria of \$168,250,000.

The total settlement funds will be paid by Altria into the Government Entity Qualified Settlement Account within sixty (60) days of Final Approval of the Altria Class Action settlement. The settlement funds will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, *if all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total *maximum* Settlement Payment funds to be received by the Settling Municipalities is \$36,173,750 and by the Settling School Districts is \$132,076,250. This allocation of the total Government Entity settlement fund was recommended and ultimately approved by the Mediator, Thomas J. Perrelli, who was appointed by the MDL Court.

If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, an amount equal to that Government Entity’s allocated share of the settlement funds shall be deducted from the total settlement fund amount.

Settlement Offer Values and the Claim Valuation Process

In order to be an Eligible Government Entity Plaintiff and participate in the Settlement Program, the Government Entity must have (1) filed a claim or cause of action against Altria as of May 10, 2023, whether or not those claim(s) or causes of action have been consolidated into *In re: JUUL Labs, Inc. Marketing Sales Practices & Products Liability Litigation* (N.D. Cal.) or *JUUL Labs*

¹ “Plaintiffs’ Leadership” means the court-appointed Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto), MDL Government Entity Liaison Counsel Tom Cartmell, and the court-appointed Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi).

² The “Released Parties” are set out in the “Government Entity Release of All Claims” in Definition 10 (page 3).

Product Cases, JCCP No. 5052; or (2) been represented by Plaintiffs' Counsel to pursue a cause of action against Altria and/or any other Released Party and executed a signed retainer as of May 10, 2023. (The San Francisco Unified School District is excluded from this settlement and is entering a separate settlement agreement.) A Government Entity under the Settlement Agreement is any U.S. domestic government entity, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

A total of approximately 1,596 Eligible Government Entity Plaintiffs are covered by the Settlement Agreement. The School District Portion of the Settlement Funds will be allocated to approximately 1,540 of these Entities (1,508 School Districts and 32 Regional Offices of Education), and the Municipality Portion of the Settlement Funds will be allocated to 56 of these Entities (46 Counties, 9 Cities, and 1 County Health Agency). As noted above, the total Settlement Payment will be divided such that the Municipality Portion is 21.5% and the School District Portion is 78.5%, assuming that *all* Eligible Government Entity Plaintiffs agree to participate in this Settlement Program. Thus, the total maximum Settlement Payment funds to be received by the Settling Municipalities is \$36,173,750 and by the Settling School Districts is \$132,076,250.

The accompanying "Altria School District Allocation Approach" document sets out in detail the method and factors approved by the court-appointed Mediator for allocating the School District Portion of the Settlement Funds among the 1,540 Eligible School Districts. (A similar method is used to determine the allocation for the Municipality portion of the Settlement Funds.) The accompanying "Final Allocation: School District" document sets out each of the 1,540 Eligible School District's allocated percentage and dollar amount share of the \$132,076,250 total Settlement Payment along with each School District's relevant allocation factors.

We believe that each Eligible Government Entity's settlement offer value under this Settlement Agreement fairly reflects the circumstances of each Government Entity's case against Altria. If you have any questions regarding the court-appointed Mediator's allocation factors and method, the amount of your allocated share of the Settlement Funds, or any aspect of the information provided in this "Description of Settlement Agreement" document, please contact us and we will be happy to answer your questions.

Use of Settlement Proceeds

The settlement proceeds are intended to be used for "compensatory restitution or remediation," and no amount to be distributed under the Settlement Agreement "represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation." Nothing in the Settlement Agreement prohibits or impairs the payment of Attorneys' Fees and Expenses by Settling Government Entity Plaintiffs out of the settlement proceeds. Compensatory restitution or remediation are broad terms that are not specifically enumerated or defined in the Settlement and thus provide flexibility to Settling Government Entity Plaintiffs to use the settlement proceeds to address the problem of youth vaping and nicotine addiction.

Attorneys' Fees, Litigation Costs, and Common Benefit Assessment

Each Eligible Government Entity's Settlement Allocation -- set out in the accompanying court-appointed Mediator's "Final Allocation: School Districts" document -- is the Entity's gross

settlement amount before the reduction for attorney's fees, case expenses, the court-ordered Common Benefit assessment, and any applicable liens.

The attorneys' fees to be paid by each settling Government Entity are those set forth in the Entity's attorney-client contract. Expenses to be reimbursed by a settling Entity will be reflected on the final "Disbursement Statement" (to be provided in the future) and will include case-specific and general expenses. Case-specific expenses are those that benefit a specific Entity (e.g., the costs of filing the Entity's lawsuit). General expenses are those that benefit a larger group of Entities represented by the same law firm. General expenses are allocated across the group of benefited Entities in accordance with the Entity's attorney-client contract. In addition, each settling Entity's net settlement amount will reflect a court-ordered assessment for the Common Benefit Fee and Expense fund of between 7% and 10% of the Claimant's total gross settlement amount.³ The common benefit Fee and Expense Fund assessment is used by the Court to reimburse the attorneys who spent time and outlaid expenses in connection with Common Benefit Work in the coordinated Federal and California litigation.

Liens

The "Government Entity Release of All Claims" ("Release") to be signed by each Settling Government Entity Plaintiff provides that the Entity "shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment." The Release further provides that the settling Government Entity is solely responsible for the "satisfaction and discharge of any and all Liens with respect to any Settlement Payment," and that prior to the first time that an Individual Government Entity Settlement Payment is made to it, the Entity "shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged."

Right of Termination

Under the terms of the Settlement Agreement, Altria retains the right to terminate this Settlement Agreement if more than a certain number of Eligible Government Entity Plaintiffs do not timely accept their settlement offers through the Settlement Program and submit a properly executed "Government Entity Release of All Claims." Altria also retains the right to terminate this Settlement Agreement if the MDL Court does not grant Preliminary or Final Approval to the Class Settlement Agreement. If this Settlement Agreement is terminated for any reason, the JUUL-related claims of each Eligible Government Entity against Altria shall revert to the same position

³ This assessment is required by parallel federal and state court orders: Case Management Order 5(A) "Establishing a Common Benefit Fee and Expense Fund," entered on May 27, 2020, by Judge William H. Orrick, U.S. District Court Northern District of California in *In re: JUUL Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (MDL No. 2913); and Case Management Order 10 -- "Public Entity Plaintiffs' Supplemental Common Benefit Order," entered on July 28, 2020, by Judge Ann I. Jones, Superior Court of the State of California, County of Los Angeles-Spring Street in *JUUL Labs Product Cases* (JCCP No. 5052). Both orders provide for a Costs Assessment of 2% and a Fee Assessment of 5% (or, in one instance, 8%) of the gross settlement amount. "Late Participating Counsel" under Judge Orrick's CMO 5(A) are the lone exception and are subject to an 8% Fee Assessment. The specific allocation of the overall hold back, i.e. the percentage for fees and the percentage for costs, may be altered by court order.

they were in immediately prior to the execution of this Settlement Agreement, and those claims against Altria will continue to be prosecuted in the court system.

Altria School District Allocation Approach

This document describes the allocation method used to determine how the Altria global settlement amount will be distributed among the group of litigating educational entities. A similar method is applied to the allocation for counties and cities and to school districts in the settlement.¹ As of August 10, 2023, the total number of litigating educational entities was 1,540, comprised of 1,508 school districts and 32 regional education agencies.² **Table 1** provides a distributional summary of litigating entities by type and size.

TABLE 1. SUMMARY OF LITIGATING EDUCATIONAL ENTITIES, BY ENTITY TYPE³

STUDENT POPULATION	SCHOOL DISTRICTS	REGIONAL EDUCATION AGENCIES	TOTAL
< 250	61	-	61
251 - 1,000	331	1	332
1,001 - 2,500	411	-	411
2,501 - 10,000	433	7	440
10,001 - 25,000	176	14	190
25,001 - 100,000	78	7	85
100,001 - 200,000	11	1	12
>= 200,000	7	2	9
Total	1,508	32	1,540
Percent of Total	98%	2%	100%
Median Size	2,164	15,397	2271

The allocation method relies on student population as the primary allocation factor, with the number of physical schools serving as a secondary factor for school districts. Given the heterogeneity of the group of litigating educational entities, the allocation method also incorporates additional weighting factors and rules establishing a minimum and maximum allocation per entity. The allocation method is described in greater detail below.

¹ Entities which also filed against JUUL will receive this allocation in addition to the JUUL allocation.

² Regional education agencies are agencies which provide specialized education services and support for more than one school district. These include County Offices of Education (CA), Educational Service Centers (OH), Boards of Cooperative Educational Services (NY), and Intermediate School Districts (MI).

³ As discussed further in Section A, regional education agencies may also directly administer a group of schools within its jurisdiction. In the 12 instances where the NCES enrollment for those schools is non zero, a regional education agency is counted twice – once as a school district and once as a regional education agency.

A. ALLOCATION FACTORS

Student population is the primary factor used to determine the share of a global settlement that each entity will receive, where each entity is provided a fixed dollar amount per student. Student population is drawn from the National Center of Education Statistics (NCES) Elementary/Secondary Information System (ELSI) for the school year 2020-21.^{4,5}

The allocation model includes a second factor: **number of schools**. The same NCES data set is used to determine the number of schools operated by each school district. This second factor is intended to recognize that a portion of abatement costs is driven by the number of schools that a school district operates.

For both student population and the number of schools, the allocation model weights elementary and middle school-aged students to high school-aged students at a ratio of one-third, and two-thirds, respectively. **Table 2** below shows how the model defines elementary, middle, and high school-aged students. Schools are defined based on the highest grade level served. For example, a school that serves kindergarten through fifth grade is defined as an elementary school where a school that serves kindergarten through eighth grade is defined as a middle school. These weightings recognize that the potential for use generally increases with age.

TABLE 2. GRADE-LEVEL WEIGHTING FACTORS

	WEIGHTING FACTOR	SCHOOL DISTRICTS
Elementary School (ES)	1/3	Grades PK-5
Middle School (MS)	2/3	Grades 6-8
High School (HS)	1	Grades 9-12

In addition to grade-level weighting, the allocation model incorporates the following additional factors:

- **Special Consideration for Bellwethers.** In recognition of the additional level of effort and associated litigation costs, all litigating entities that are serving as bellwether cases will receive a baseline allocation of 0.720 percent (or \$4.00 million under the current \$168.25 million settlement) and a weighting factor of 4.5.

In recognition of its role as both a municipality and an administrator of the local school district, the City of Rochester will receive a baseline allocation of 0.720 percent as a school district (or \$1.21 million under the current \$168.25 million settlement) and a separate baseline allocation of 0.0720 percent as a city (or \$121,140 under the current \$168.25 million settlement). In addition, the allocation method applies a 5.0 weight to the City of Rochester.

- **Regional Education Agencies.** The allocation method applies a 0.05 weighting to regional education agencies. This weighting is intended to recognize the more minimal level of engagement and interaction that occurs between these entities and students relative to

⁴ U.S. Department of Education. Institute of Education Sciences, National Center for Education Statistics. See Elementary/Secondary Information System. Available online at: <https://nces.ed.gov/ccd/elsi/>

⁵ For Regional Education Agencies, we calculate the population as the total population of all districts served by that agency.

school districts. Regional education agencies may also directly administer a group of schools within its jurisdiction; the method separately treats these schools and the associated student population as a school district for purposes of allocation.⁶

- **Litigation Risk Weighting.** The allocation method incorporates three factors to reflect litigation risk: (a) entity size as measured by student population, (b) filing status, and (c) state jurisdiction. Note, these weighting factors do not apply to bellwethers.

Entity Size. As previously discussed, the group of litigating entities is highly heterogenous with respect to the number of students that each entity serves. In general, there is an inverse relationship between entity size (based on the number of students served) and litigation risk. Accordingly, the allocation method incorporates the following weights based on student population (**Table 3**). These weights apply to both the per student and per school portions of the allocation method.

TABLE 3. LITIGATION RISK WEIGHTING BY SIZE CLASS: SCHOOL DISTRICTS

STUDENT POPULATION	WEIGHTING FACTOR
< 10,001	0.50
10,001 to 25,000	0.75
25,001 to 100,000	1.00
100,001 to 200,000	1.25
>200,000	1.50

Filing Status. In addition to size, the allocation method also considers filing status as a secondary risk factor. Specifically, we define three filing groups:

- Filing Group 1 includes entities filed before 9/1/2022.
- Filing Group 2 includes entities filed after 9/1/2022 or filed after 10/3/2022 but appearing on either of two MDL census lists.⁷
- Filing Group 3 includes entities filed after 10/3/2022.

No adjustments are applied to entities in Filing Group 1. **Table 4** show the percentage discounts applied to Filing Groups 2 and 3. Note, the discount for Filing Group 3 is applied on top of the Filing Group 2 discount.

⁶ For example, San Diego County Office of Education supports all the districts in SD County (which include almost 500,000 students) and directly runs 7 schools with over 1,000 students.

⁷ The allocation method considers presence on either the MDL census dated 12/2019 and 10/4/2022.

TABLE 4. LITIGATION RISK WEIGHTING: SCHOOL DISTRICTS

STUDENT POPULATION	FILING GROUP 1	FILING GROUP 2		FILING GROUP 3	
		PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT	PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT
< 10,001	0.50	10%	0.45	65%	0.16
10,001 to 25,000	0.75		0.68		0.24
25,001 to 100,000	1.00	25%	0.75		0.26
100,001 to 200,000	1.25	40%	0.75		0.26
>200,000	1.50		0.90		0.32

State Jurisdiction. Finally, the method applies a 0.50 weighting for litigating entities located in the State of Oklahoma. This factor reflects information provided by the legal team regarding rulings issued by the Oklahoma Supreme Court that would have a likely negative effect on cases brought in that state.

B. MINIMUM AND MAXIMUM ALLOCATION PER ENTITY

Given the heterogeneity of the educational entities, the allocation method applies the following minimum and maximum allocation rules:

- **Minimum Allocation.** The minimum allocation for any entity is 0.0015 percent of the total settlement amount, or \$2,524 based on the current settlement amount of \$168.25 million. Funding for minimums is taken from all entities above the minimum in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities.
- **Maximum Allocation.** The maximum allocation for any entity is 4.286 percent of the total settlement amount, or \$7.21 million based on the current settlement amount of \$168.25 million. Any funding in excess of the maximum allocation is redistributed to the remaining litigating entities in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities. Entities that received the minimum allocation do not receive any of the redistributed 'excess' funding.

To execute the minimum and maximum allocation rules, we first find all entities below the minimum allocation and bring them up to the minimum allocation by redistributing funds from all entities which receive more than the minimum allocation. If this redistribution results in any entities falling below the minimum, the process is repeated. After ensuring that all entities receive the minimum allocation, we then find all entities above the maximum allocation. We redistribute all funding in excess of the maximum to the subset of entities below the maximum, excluding the subset of entities that received the minimum allocation. This process is repeated until no entities receive more than the maximum allocation.⁸

C. ALLOCATION PER STUDENT AND PER SCHOOL

The allocation is distributed using a defined dollar amount per student and, for school districts, an additional amount based on a defined dollar amount per school. To calculate the amount per student (or per school), the total amount allocated to students is divided by the total student (or school) population, adjusted for the weighting factors described above. The steps for calculating the

⁸ For the minimum and maximum allocation rule the process is repeated once under the current allocation.

per student allocation for school districts is described in greater detail below. The steps are the same for calculating the per school allocation for school districts.

To calculate the per student allocation for school districts:

1. **Calculate the share of the global settlement allocated to students for school districts.**

Under the current allocation method, 78.5 percent of the global settlement is allocated to school districts and 21.5 percent to municipalities (i.e., cities and counties). After taking into the baseline allocation for school districts (e.g., \$1.21 million for bellwethers), the remaining amount is allocated: 80 percent in proportion to the weighted number of students and 20 percent in proportion to the weighted number of schools. **Appendix A** provides an illustration of these allocations between school districts and municipalities, and within school districts, between students and schools.

2. **Calculate the sum of the *weighted* student population for all school districts.**

In the below formula, the *Entity Weight* refers to the product of all weighting factors applicable to a specific entity. For example, a regional education agency that serves 25,000 students has a weight of 0.0375 (i.e., 0.05 multiplied by 0.75).

$$\text{Total Weighted Student Population} = \sum_{\text{Entities}} \text{Weighted Student Population}_{\text{Entity}}$$

Where:

Weighted Student Population_{Entity}

$$= \left(\text{ES Students}_{\text{Entity}} \times \frac{1}{3} + \text{MS Students}_{\text{Entity}} \times \frac{2}{3} + \text{HS Students}_{\text{Entity}} \right) \times \text{Entity Weight}_{\text{Entity}}$$

Some examples:

The weighted population for a bellwether school district is the sum of the following three figures multiplied by an Entity Weight of 4.5:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

The weighted population for a school district with less than 10,000 students is the sum of the following three figures multiplied by an Entity Weight of 0.50:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

3. **Calculate the ‘dollar per weighted student’** by dividing the per student portion of the allocation (Step 1) by the weighted student population (Step 2).

$$\text{\$ per Weighted Student} = \frac{\text{Per Student Portion of School District Allocation}}{\text{Total Weighted Student Population}}$$

Appendix B includes examples of the per capita calculations for students and schools for the global settlement amount.

D. ALLOCATION FORMULA

With the per student and per school allocation amount calculated, the formulas below calculate the allocation amount by entity type. **Appendix B** includes example allocations for representative school districts.

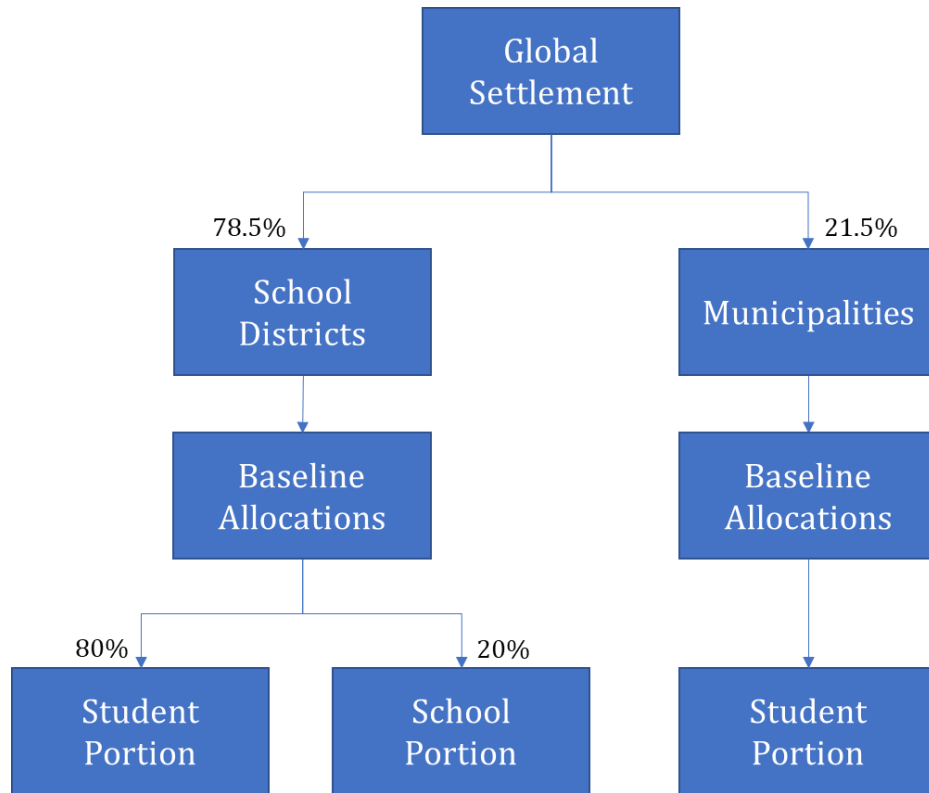
School District Allocation Formula

$$\begin{aligned} \text{Allocation}_{Entity} = & \text{Baseline}_{Entity} \\ & + \text{\$ per Weighted Student} \times \text{Weighted Student Population}_{Entity} \\ & + \text{\$ per Weighted School} \times \text{Weighted Number of Schools}_{Entity} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \text{Per capita allocation}$$

Below is the allocation formula broken down separately between students and schools:

$$\begin{aligned} \text{Allocation}_{Entity} = & \text{Baseline}_{Entity} \\ & + \text{\$ per Weighted Student} \\ & \quad \times \left(\text{ES Student}_{Entity} \times \frac{1}{3} + \text{MS Student}_{Entity} \times \frac{2}{3} + \text{HS Student}_{Entity} \right) \\ & \quad \times \text{Entity Weight}_{Entity} \\ & + \text{\$ per Weighted School} \\ & \quad \times \left(\text{ES Campus}_{Entity} \times \frac{1}{3} + \text{MS Campus}_{Entity} \times \frac{2}{3} + \text{HS Campus}_{Entity} \right) \\ & \quad \times \text{Entity Weight}_{Entity} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Student} \\ \text{Population} \end{array} \quad \left. \vphantom{\text{Allocation}_{Entity}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Number of} \\ \text{Schools} \end{array}$$

APPENDIX A. ALLOCATION FRAMEWORK



APPENDIX B. ALLOCATION FOR A 168.25 MILLION DOLLAR GLOBAL SETTLEMENT

Table B.1 shows the top-level splits for the current global settlement of \$168.25 million. Below we show in more detail the calculations for school districts.

TABLE B.1. ALLOCATION DISTRIBUTION FOR A \$168.25 MILLION GLOBAL SETTLEMENT

	\$ per Entity (Millions)	Total (Millions)	%
Settlement		\$168.25	
School District Portion		\$132.08	78.5%
Baseline for bellwethers	\$1.21	\$4.85	4%
Baseline for non-bellwethers	\$0.00	\$0.00	0%
Remaining for districts after baselines		\$127.23	96%
Student Portion		\$101.78	80%
School Portion		\$25.45	20%
Municipality Portion		\$36.17	21.5%

School District Allocation

Allocation per Student

Table B.2 shows the number of students, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted student for a global settlement amount of \$168.25 million. Note, that the weighted number of students reflects all the allocation factors described in **Section A**.

TABLE B.2. ALLOCATION PER STUDENT: SCHOOL DISTRICT

Grade Level	Unweighted # of Students (Millions)	Weighted # of Students (Millions)
Elementary School (ES)	7.34	1.93
Middle School (MS)	3.76	1.98
High School (HS)	5.38	4.16
Total	16.48	8.07

*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted Student} &= \frac{\text{Per Student Portion of School District allocation}}{\text{Total Weighted Student Population}} \\
 &= \frac{\text{\$102 Million}}{\text{8.07 Million Weighted Students}} \\
 &= \frac{\text{\$12.6}}{\text{Weighted Student}}
 \end{aligned}$$

Allocation per School

Table B.3 shows the number of schools, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted school for a global settlement amount of \$168.25 million. Note, that the weighted number of schools reflects all the allocation factors described in **Section A**.

TABLE B.3. ALLOCATION PER SCHOOL

Grade Level	Unweighted # of Schools	Weighted # of Schools
Elementary School (ES)	11,334	2,884
Middle School (MS)	9,412	4,557
High School (HS)	7,577	5,301
Total	28,323	12,743

*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted School} &= \frac{\text{Per School Portion of School District allocation}}{\text{Total Weighted \# of Schools}} \\
 &= \frac{\$25 \text{ Million}}{12,743 \text{ Weighted Schools}} \\
 &= \frac{\$2.0 \text{ k}}{\text{Weighted School}}
 \end{aligned}$$

Distribution of allocation from minimum and maximum allocation rules

As discussed in **Section B**, the allocation method applies an iterative process to raise the allocation amount for all entities below the minimum and redistributing excess funding for entities above the maximum.⁹ **Table B.4** presents the aggregate change in funding from these two rules and then presents the change in allocation as a percentage for the subset of entities above the minimum but below the maximum.

TABLE B.4. REALLOCATION OF MINIMUMS AND MAXIMUMS (IN MILLIONS)

	Funding for minimums <i>A</i>	Excess from maximums <i>B</i>	Total to be redistributed <i>C = A + B</i>	Per capita allocation of entities not receiving min or max <i>D</i>	% change in per capita allocation <i>E = C / D</i>
School districts	-\$0.17	\$2.71	\$2.54	\$110.97	2.29%

*Totals may not sum due to rounding.

Tables B.5 to B.7 summarize allocations for *example* school districts under a global settlement amount of \$168.25 million.

⁹ For example, to implement the minimum allocation rules, the redistribution process is repeated only once. For the maximum allocation rule, the process is repeated once as well.

TABLE B.5. EXAMPLE ALLOCATION PER STUDENT PORTION

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES Students <i>B</i>	# MS Students <i>C</i>	# HS Students <i>D</i>	Total Students (Unweighted) <i>E</i>	Total Student (Weighted) ¹ <i>F</i>	\$ per Weighted Student <i>G</i>	Student Portion of Entity Allocation (\$ Millions) ² <i>H</i>
Bellwether school district	4.50	50,000	30,000	40,000	120,000	345,000	\$13	\$4.35
Midsize school district	0.75	5,000	3,000	4,000	12,000	5,750	\$13	\$0.07

¹ Total # of weighted students = $A \times (B \times \frac{1}{3} + C \times \frac{2}{3} + D)$
² Student portion of the Allocation = $F \times G$

*Totals may not sum due to rounding.

TABLE B.6. EXAMPLE ALLOCATION PER SCHOOL PORTION: SCHOOL DISTRICTS ONLY

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES School <i>I</i>	# MS Schools <i>J</i>	# HS Schools <i>K</i>	Total Schools (Unweighted) <i>L</i>	Total Schools (Weighted) ¹ <i>M</i>	\$ per Weighted School <i>N</i>	School Portion of Entity Allocation (\$ Millions) ² <i>O</i>
Bellwether school district	4.50	40	30	20	90	240	\$1,997	\$0.48
Midsize school district	0.75	4	3	1	8	3	\$1,997	\$0.01

¹ Total # of weighted schools = $A \times (I \times \frac{1}{3} + J \times \frac{2}{3} + K)$
² Student portion of the Allocation = $M \times N$

*Totals may not sum due to rounding.

TABLE B.7. EXAMPLE ALLOCATION TOTAL

Entity (Filed before 9/1/2022)	Entity Baseline (\$ Millions) <i>P</i>	Student Portion of Entity Allocation (\$ Millions) <i>H</i>	School Portion of Entity Allocation (\$ Millions) <i>O</i>	% Change in Per Capita Allocation <i>Q</i>	Redistributed Max and Min (\$ Millions) $R = Q \times (H+O)$	Total Entity Allocation (\$ Millions) $S = P+H+O+R$
Bellwether school district	\$1.21	\$4.35	\$0.48	2.29%	\$0.11	\$6.15
Midsize school district	\$0.00	\$0.07	\$0.01	2.29%	\$0.00	\$0.08

*Totals may not sum due to rounding.

School District Altria Final Allocation

ATTORNEY WORK PRODUCT / ATTORNEY-CLIENT COMMUNICATIONS

Final Allocation: School Districts and Regional Education Agencies

Number of Districts: 1,540 16,477,887 28,323 \$132,076,250

State	District	Entity Type	NCES ID	MDL Centrality ID	Filing Category	Student Population (PK - 12)	Number Schools (PK -12)	Altria Allocation
FL	PALM BEACH	Bellwether	1201500	MDL-3682	Filing Group 1	187,057	236	\$7,210,714
NY	NEW YORK CITY PUBLIC SCHOOLS	School District	-1	MDL-10859	Filing Group 2	892,651	1,584	\$7,210,714
CA	LOS ANGELES UNIFIED	School District	0622710	JCCP-4562	Filing Group 1	460,633	781	\$6,705,613
IL	CITY OF CHICAGO SD 299	School District	1709930	MDL-6015	Filing Group 1	341,382	649	\$5,560,265
FL	MIAMI-DADE	School District	1200390	MDL-3681	Filing Group 1	334,261	516	\$5,036,584
NV	CLARK COUNTY SCHOOL DISTRICT	School District	3200060	MDL-10295	Filing Group 1	314,760	373	\$4,410,746
FL	BROWARD	School District	1200180	MDL-3680	Filing Group 1	260,235	331	\$3,710,371
AZ	TUCSON UNIFIED DISTRICT (4403)	Bellwether	0408800	MDL-3601	Filing Group 1	41,892	90	\$3,187,935
FL	HILLSBOROUGH	School District	1200870	MDL-3639	Filing Group 1	218,943	303	\$3,119,257
FL	ORANGE	School District	1201440	MDL-3642	Filing Group 1	199,089	264	\$2,390,626
VA	FAIRFAX CO PBLC SCHS	School District	5101260	MDL-9889	Filing Group 1	180,028	199	\$2,176,245
NC	WAKE COUNTY SCHOOLS	School District	3704720	MDL-5733	Filing Group 1	159,721	192	\$1,872,214
MD	MONTGOMERY COUNTY PUBLIC SCHOOLS	School District	2400480	MDL-3850	Filing Group 1	160,564	206	\$1,868,566
KS	GODDARD	Bellwether	2006540	MDL-3686	Filing Group 1	6,167	11	\$1,494,090
NH	ROCHESTER SCHOOL DISTRICT	Bellwether	3305940	MDL-3655	Filing Group 1	4,098	11	\$1,434,915
MD	BALTIMORE COUNTY PUBLIC SCHOOLS	School District	2400120	JCCP-4546	Filing Group 1	111,084	175	\$1,330,987
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691078	JCCP-4561	Filing Group 1	1,382,191	2,224	\$1,055,791
PA	PHILADELPHIA CITY SD	School District	4218990	MDL-10860	Filing Group 2	124,111	217	\$968,959
FL	PINELLAS	School District	1201560	MDL-3643	Filing Group 1	96,068	157	\$962,780
CA	SAN DIEGO UNIFIED	School District	0634320	JCCP-4578	Filing Group 1	97,968	176	\$955,631
KY	JEFFERSON COUNTY	School District	2102990	MDL-3586	Filing Group 1	95,687	170	\$954,359
MD	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS	School District	2400510	MDL-10498	Filing Group 2	131,646	205	\$952,624
FL	LEE	School District	1201080	MDL-3640	Filing Group 1	94,927	119	\$910,594

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FL	DUVAL	School District	1200480	MDL-10854	Filing Group 2	126,815	204	\$908,628
CO	JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1	School District	0804800	MDL-10289	Filing Group 1	80,099	165	\$840,639
VA	PRINCE WILLIAM CO PBLC SCHS	School District	5103130	MDL-9998	Filing Group 1	89,548	93	\$815,924
MD	BALTIMORE CITY PUBLIC SCHOOLS	School District	2400090	JCCP-4634	Filing Group 1	77,856	159	\$809,670
UT	ALPINE DISTRICT	School District	4900030	MDL-6260	Filing Group 1	82,800	91	\$806,671
MD	ANNE ARUNDEL COUNTY PUBLIC SCHOOLS	School District	2400060	MDL-9826	Filing Group 1	83,044	122	\$774,940
VA	LOUDOUN CO PBLC SCHS	School District	5102250	MDL-5915	Filing Group 1	81,066	93	\$760,724
WI	MILWAUKEE SCHOOL DISTRICT	School District	5509600	MDL-4194	Filing Group 1	71,510	158	\$755,693
FL	POLK	School District	1201590	MDL-10555	Filing Group 2	100,495	164	\$752,446
FL	BREVARD	School District	1200150	MDL-3638	Filing Group 1	70,996	114	\$743,351
UT	DAVIS DISTRICT	School District	4900210	MDL-6065	Filing Group 1	72,082	95	\$731,841
SC	GREENVILLE 01	School District	4502310	MDL-5477	Filing Group 1	74,094	91	\$686,652
GA	DEKALB COUNTY	School District	1301740	MDL-10646	Filing Group 2	93,470	131	\$653,298
UT	GRANITE DISTRICT	School District	4900360	MDL-6479	Filing Group 1	63,430	92	\$641,277
FL	SEMINOLE	School District	1201710	MDL-3644	Filing Group 1	66,226	77	\$626,475
CA	ELK GROVE UNIFIED	School District	0612330	JCCP-7428	Filing Group 1	63,157	66	\$614,551
VA	VA BEACH CITY PBLC SCHS	School District	5103840	MDL-9996	Filing Group 1	65,612	82	\$608,550
FL	VOLUSIA	School District	1201920	MDL-5706	Filing Group 1	61,088	92	\$602,506
CA	KERN HIGH	School District	0619540	JCCP-7457	Filing Group 1	42,370	24	\$595,636
AZ	MESA UNIFIED DISTRICT (4235)	School District	0404970	MDL-5030	Filing Group 1	57,877	78	\$578,741
TN	KNOX COUNTY	School District	4702220	MDL-6137	Filing Group 1	59,169	91	\$573,794
UT	JORDAN DISTRICT	School District	4900420	MDL-5936	Filing Group 1	57,267	65	\$569,553
MD	HOWARD COUNTY PUBLIC SCHOOLS	School District	2400420	JCCP-4559	Filing Group 1	57,293	76	\$546,587
WA	SEATTLE SCHOOL DISTRICT NO. 1	School District	5307710	MDL-3675	Filing Group 1	53,973	109	\$538,634
AL	MOBILE COUNTY	School District	0102370	MDL-5099	Filing Group 1	52,460	91	\$508,044
SC	CHARLESTON 01	School District	4501440	MDL-5476	Filing Group 1	48,330	81	\$463,020
AZ	CHANDLER UNIFIED DISTRICT #80 (4242)	School District	0401870	MDL-6388	Filing Group 1	43,790	44	\$439,319
SC	HORRY 01	School District	4502490	MDL-9783	Filing Group 1	44,479	57	\$422,593

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KY	FAYETTE COUNTY	School District	2101860	MDL-3659	Filing Group 1	41,175	76	\$417,006
NE	LINCOLN PUBLIC SCHOOLS	School District	3172840	MDL-4533	Filing Group 1	41,674	63	\$389,388
AZ	PHOENIX UNION HIGH SCHOOL DISTRICT (4286)	School District	0406330	MDL-4525	Filing Group 1	27,037	19	\$387,613
ID	JOINT SCHOOL DISTRICT NO. 2	School District	1602100	MDL-6475	Filing Group 1	37,989	60	\$385,600
FL	ESCAMBIA	School District	1200510	MDL-3658	Filing Group 1	38,465	69	\$384,562
IL	SD U-46	School District	1713710	MDL-4426	Filing Group 1	36,476	58	\$380,501
CA	ANAHEIM UNION HIGH	School District	0602630	JCCP-4544	Filing Group 1	29,183	20	\$371,677
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691030	JCCP-4577	Filing Group 1	482,789	760	\$368,984
CA	STOCKTON UNIFIED	School District	0638010	JCCP-4645	Filing Group 1	36,190	55	\$368,116
GA	CLAYTON COUNTY	School District	1301230	MDL-10293	Filing Group 2	52,149	67	\$366,668
UT	WASHINGTON DISTRICT	School District	4901140	MDL-9134	Filing Group 1	36,992	54	\$366,538
AK	ANCHORAGE SCHOOL DISTRICT	School District	0200180	MDL-10851	Filing Group 2	41,856	97	\$358,984
AL	JEFFERSON COUNTY	School District	0101920	MDL-6034	Filing Group 1	35,336	58	\$358,417
UT	NEBO DISTRICT	School District	4900630	MDL-6147	Filing Group 1	35,912	46	\$357,807
MD	HARFORD COUNTY PUBLIC SCHOOLS	School District	2400390	MDL-4324	Filing Group 1	37,333	54	\$356,714
OR	PORTLAND SD 1J	School District	4110040	MDL-10332	Filing Group 2	46,965	86	\$349,371
UT	CANYONS DISTRICT	School District	4900142	MDL-6363	Filing Group 1	34,383	51	\$339,620
KS	WICHITA	School District	2012990	MDL-10497	Filing Group 2	46,591	89	\$339,269
UT	WEBER DISTRICT	School District	4901200	MDL-9057	Filing Group 1	32,423	48	\$338,492
SC	BERKELEY 01	School District	4501170	MDL-5410	Filing Group 1	36,575	46	\$338,290
CA	POWAY UNIFIED	School District	0631530	JCCP-4574	Filing Group 1	35,663	38	\$327,649
TN	MONTGOMERY COUNTY	School District	4703030	MDL-9723	Filing Group 1	36,426	39	\$324,981
WA	SPOKANE SCHOOL DISTRICT	School District	5308250	MDL-9764	Filing Group 1	28,280	64	\$320,654
CO	BOULDER VALLEY SCHOOL DISTRICT NO. RE2	School District	0802490	MDL-3608	Filing Group 1	29,240	56	\$309,237
AL	BALDWIN COUNTY	School District	0100270	MDL-6029	Filing Group 1	30,210	45	\$307,185
AZ	PARADISE VALLEY UNIFIED DISTRICT (4241)	School District	0405930	MDL-5566	Filing Group 1	29,109	44	\$304,289
OR	SALEM-KEIZER SD 24J	School District	4110820	MDL-10578	Filing Group 2	39,906	65	\$291,884
CA	WEST CONTRA COSTA UNIFIED	School District	0632550	JCCP-4610	Filing Group 1	27,383	53	\$289,668

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TN	SHELBY COUNTY	School District	4700148		0	Filing Group 3	110,780	221	\$289,390
KS	OLATHE	School District	2010140	MDL-3604		Filing Group 1	28,948	51	\$282,438
KS	SHAWNEE MISSION PUB SCH	School District	2011640	MDL-3605		Filing Group 1	26,086	44	\$271,073
WA	KENT SCHOOL DISTRICT	School District	5303960	MDL-10483		Filing Group 1	25,720	44	\$270,673
IN	FORT WAYNE COMMUNITY SCHOOLS	School District	1803630	MDL-4631		Filing Group 1	28,460	49	\$270,097
AL	MONTGOMERY COUNTY	School District	0102430	MDL-5980		Filing Group 1	27,399	51	\$265,990
SC	RICHLAND 02	School District	4503390	MDL-5475		Filing Group 1	27,761	33	\$257,912
SC	LEXINGTON 01	School District	4502700	MDL-3618		Filing Group 1	27,072	31	\$249,951
IL	INDIAN PRAIRIE CUSD 204	School District	1741690	MDL-4444		Filing Group 1	26,091	33	\$248,914
IL	PLAINFIELD SD 202	School District	1731740	MDL-4856		Filing Group 1	25,085	30	\$243,267
FL	ALACHUA	School District	1200030	MDL-10493		Filing Group 2	28,300	64	\$229,044
ID	BOISE INDEPENDENT DISTRICT	School District	1600360	MDL-5927		Filing Group 1	23,703	49	\$204,606
WI	MADISON METROPOLITAN SCHOOL DISTRICT	School District	5508520	MDL-10554		Filing Group 2	26,151	54	\$195,431
CA	SADDLEBACK VALLEY UNIFIED	School District	0633860	MDL-6044		Filing Group 1	24,954	34	\$193,571
MD	CARROLL COUNTY PUBLIC SCHOOLS	School District	2400210	MDL-4424		Filing Group 1	24,568	43	\$187,410
CA	GROSSMONT UNION HIGH	School District	0616230	JCCP-4590		Filing Group 1	16,996	15	\$187,405
IN	INDIANAPOLIS PUBLIC SCHOOLS	School District	1804770	MDL-5884		Filing Group 1	22,876	54	\$185,234
MO	SPRINGFIELD R-XII	School District	2928860	MDL-4402		Filing Group 1	23,731	55	\$184,157
NJ	PATERSON PUBLIC SCHOOL DISTRICT	School District	3412690	MDL-6024		Filing Group 1	24,010	50	\$184,047
CA	GLENDALE UNIFIED	School District	0615240	JCCP-4558		Filing Group 1	24,924	32	\$182,568
AL	HUNTSVILLE CITY	School District	0101800	MDL-6028		Filing Group 1	23,514	46	\$179,751
CA	MANTECA UNIFIED	School District	0623610	JCCP-8503		Filing Group 1	23,660	29	\$178,832
WA	EVERGREEN SCHOOL DISTRICT (CLARK)	School District	5302700	MDL-9497		Filing Group 1	23,564	39	\$178,763
CA	POMONA UNIFIED	School District	0631320	JCCP-4573		Filing Group 1	22,388	41	\$178,152
PA	PITTSBURGH SD	School District	4219170	MDL-3631		Filing Group 1	21,407	56	\$176,046
NC	PITT COUNTY SCHOOLS	School District	3700012	MDL-10235		Filing Group 1	23,285	38	\$174,904
UT	SALT LAKE DISTRICT	School District	4900870	MDL-5961		Filing Group 1	20,798	43	\$174,710
FL	HERNANDO	School District	1200810	MDL-9966		Filing Group 1	22,621	34	\$172,520

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IN	EVANSVILLE VANDERBURGH SCHOOL CORP	School District	1803450	MDL-5580	Filing Group 1	22,191	39	\$169,845
SC	RICHLAND 01	School District	4503360	MDL-4941	Filing Group 1	22,202	48	\$168,324
CA	MONTEBELLO UNIFIED	School District	0625470	JCCP-4595	Filing Group 1	23,092	29	\$168,147
MD	WASHINGTON COUNTY PUBLIC SCHOOLS	School District	2400660	MDL-4502	Filing Group 1	21,939	43	\$167,860
SC	DORCHESTER 02	School District	4502010	MDL-9846	Filing Group 1	24,684	24	\$167,144
AZ	SCOTTSDALE UNIFIED DISTRICT (4240)	School District	0407570	MDL-6037	Filing Group 1	21,481	30	\$166,887
CA	TORRANCE UNIFIED	School District	0639420	MDL-5657	Filing Group 1	22,490	31	\$166,157
OK	TULSA	School District	4030240	MDL-9521	Filing Group 1	32,569	69	\$162,885
KS	BLUE VALLEY	School District	2012000	MDL-3602	Filing Group 1	22,148	35	\$162,842
CA	MURRIETA VALLEY UNIFIED	School District	0600029	MDL-4988	Filing Group 1	22,950	19	\$162,814
KS	KANSAS CITY	School District	2007950	MDL-4637	Filing Group 1	22,116	43	\$161,245
CA	DOWNEY UNIFIED	School District	0611460	JCCP-4555	Filing Group 1	22,216	21	\$157,304
NC	PUBLIC SCHOOLS OF ROBESON COUNTY	School District	3703930	MDL-9516	Filing Group 1	21,047	35	\$156,979
CA	HEMET UNIFIED	School District	0616920	MDL-9524	Filing Group 1	21,573	27	\$156,612
CA	PALM SPRINGS UNIFIED	School District	0629550	MDL-9023	Filing Group 1	21,705	27	\$154,859
UT	TOOELE DISTRICT	School District	4901050	MDL-5966	Filing Group 1	21,535	26	\$154,305
CA	ABC UNIFIED	School District	0601620	JCCP-4541	Filing Group 1	19,540	30	\$153,791
WA	HIGHLINE SCHOOL DISTRICT	School District	5303540	MDL-9747	Filing Group 1	18,635	42	\$153,040
WI	KENOSHA SCHOOL DISTRICT	School District	5507320	MDL-5396	Filing Group 1	19,244	43	\$152,223
CA	COMPTON UNIFIED	School District	0609620	JCCP-4553	Filing Group 1	19,179	37	\$151,707
IN	HAMILTON SOUTHEASTERN SCHOOLS	School District	1810650	MDL-9892	Filing Group 1	21,754	23	\$151,166
CA	FAIRFIELD-SUISUN UNIFIED	School District	0613360	JCCP-4557	Filing Group 1	20,703	29	\$150,544
GA	BIBB COUNTY	School District	1300420	MDL-4628	Filing Group 1	21,373	34	\$148,728
WA	BETHEL SCHOOL DISTRICT	School District	5300480	MDL-9782	Filing Group 1	20,076	32	\$146,140
UT	CACHE DISTRICT	School District	4900120	MDL-5997	Filing Group 1	19,214	26	\$145,456
WI	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	School District	5505820	MDL-4938	Filing Group 1	19,171	43	\$144,861
CA	PAJARO VALLEY UNIFIED	School District	0629490	JCCP-4571	Filing Group 1	18,743	33	\$144,393
KY	BOONE COUNTY	School District	2100510	MDL-3607	Filing Group 1	20,259	25	\$143,489

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CA	VISTA UNIFIED	School District	0641190	MDL-5656	Filing Group 1	19,722	28	\$143,310
MS	RANKIN CO SCHOOL DIST	School District	2803830	MDL-6046	Filing Group 1	18,136	28	\$139,380
PA	CENTRAL BUCKS SD	School District	4205310	MDL-3653	Filing Group 1	17,571	23	\$138,491
WA	KENNEWICK SCHOOL DISTRICT	School District	5303930	MDL-9702	Filing Group 1	18,396	32	\$137,260
NY	SYRACUSE CITY SCHOOL DISTRICT	School District	3628590	MDL-5917	Filing Group 1	18,846	30	\$137,161
AZ	TEMPE UNION HIGH SCHOOL DISTRICT (4287)	School District	0408340	MDL-3637	Filing Group 1	12,868	8	\$136,763
KY	WARREN COUNTY	School District	2105730	MDL-3693	Filing Group 1	16,849	30	\$135,134
IL	TOWNSHIP HSD 214	School District	1704170	MDL-4787	Filing Group 1	12,061	11	\$133,550
AZ	TOLLESON UNION HIGH SCHOOL DISTRICT (4288)	School District	0408520	MDL-3600	Filing Group 1	12,442	8	\$132,641
FL	MANATEE	School District	1201230	MDL-10856	Filing Group 3	49,181	80	\$128,235
IL	TOWNSHIP HSD 211	School District	1730450	MDL-5480	Filing Group 1	11,968	7	\$126,523
CA	SAN DIEGUITO UNION HIGH	School District	0634380	MDL-5285	Filing Group 1	13,001	10	\$125,821
CA	ALHAMBRA UNIFIED	School District	0600153	MDL-5031	Filing Group 1	15,747	18	\$124,605
IN	SOUTH BEND COMMUNITY SCHOOL CORP	School District	1810290	MDL-6067	Filing Group 1	16,242	33	\$124,436
OR	BEND-LAPINE ADMINISTRATIVE SD 1	School District	4101980	MDL-10569	Filing Group 2	17,543	35	\$124,410
WA	AUBURN SCHOOL DISTRICT	School District	5300300	MDL-9810	Filing Group 1	17,007	25	\$123,644
WA	YAKIMA SCHOOL DISTRICT	School District	5310110	MDL-9489	Filing Group 1	15,858	29	\$123,013
IL	CUSD 308	School District	1730270	MDL-5990	Filing Group 1	17,169	22	\$122,775
IN	MSD WAYNE TOWNSHIP	School District	1812810	MDL-9885	Filing Group 1	16,473	18	\$121,351
WI	RACINE UNIFIED SCHOOL DISTRICT	School District	5512360	MDL-6036	Filing Group 1	16,254	29	\$120,705
MO	FRANCIS HOWELL R-III	School District	2928950	MDL-3583	Filing Group 1	16,936	23	\$120,680
OR	EUGENE SD 4J	School District	4104740	MDL-10319	Filing Group 2	16,683	37	\$120,371
SC	YORK 03	School District	4503870	MDL-9919	Filing Group 1	16,652	28	\$120,243
CA	OCEANSIDE UNIFIED	School District	0628250	MDL-4853	Filing Group 1	16,373	24	\$119,455
CO	PUEBLO SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO AND	School District	0806120	MDL-4431	Filing Group 1	15,219	35	\$116,908
SC	YORK 04	School District	4503900	MDL-3648	Filing Group 1	16,883	19	\$115,176
CA	ROSEVILLE JOINT UNION HIGH	School District	0633630	JCCP-4576	Filing Group 1	10,627	8	\$115,079
CA	TRACY JOINT UNIFIED	School District	0600047	JCCP-4646	Filing Group 1	14,287	20	\$114,355

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SC	FLORENCE 01	School District	4502130	MDL-9894	Filing Group 1	15,186	24	\$113,551
SC	PICKENS 01	School District	4503330	MDL-5411	Filing Group 1	15,689	24	\$113,028
ID	NAMPA SCHOOL DISTRICT	School District	1602340	MDL-8982	Filing Group 1	14,899	27	\$112,786
MO	PARKWAY C-2	School District	2923580	MDL-10485	Filing Group 2	17,132	29	\$111,992
SC	SUMTER 01	School District	4503902	MDL-5665	Filing Group 1	15,586	25	\$111,555
MD	CECIL COUNTY PUBLIC SCHOOLS	School District	2400240	MDL-4606	Filing Group 1	14,718	28	\$110,975
IN	CARMEL CLAY SCHOOLS	School District	1801200	MDL-4629	Filing Group 1	16,395	15	\$110,599
CA	BURBANK UNIFIED	School District	0606450	JCCP-4547	Filing Group 1	14,704	20	\$109,773
UT	PROVO DISTRICT	School District	4900810	MDL-5319	Filing Group 1	13,575	23	\$109,278
CA	SANTA CLARA UNIFIED	School District	0635430	JCCP-4607	Filing Group 1	14,808	27	\$108,562
DE	RED CLAY CONSOLIDATED SCHOOL DISTRICT	School District	1001300	MDL-9529	Filing Group 1	15,057	28	\$108,392
IL	SPRINGFIELD SD 186	School District	1737080	MDL-9536	Filing Group 1	13,483	35	\$108,388
ID	BONNEVILLE JOINT DISTRICT	School District	1600930	MDL-8916	Filing Group 1	13,230	24	\$108,307
IL	PEORIA SD 150	School District	1731230	MDL-4848	Filing Group 1	12,515	32	\$108,287
TN	SEVIER COUNTY	School District	4703780	MDL-9981	Filing Group 2	14,140	32	\$107,978
NJ	FREEHOLD REGIONAL HIGH SCHOOL DISTRICT	School District	3405610	MDL-5150	Filing Group 1	10,173	6	\$107,623
WA	NORTH THURSTON PUBLIC SCHOOLS	School District	5305850	MDL-9779	Filing Group 1	14,683	22	\$105,083
IL	WAUKEGAN CUSD 60	School District	1741250	MDL-6103	Filing Group 1	14,455	22	\$101,839
AZ	SUNNYSIDE UNIFIED DISTRICT (4407)	School District	0408170	MDL-10492	Filing Group 2	14,942	22	\$101,806
MI	WARREN CONSOLIDATED SCHOOLS	School District	2635190	MDL-9478	Filing Group 1	12,945	23	\$101,494
KY	BULLITT COUNTY	School District	2100750	MDL-3598	Filing Group 1	12,717	25	\$99,209
WY	NATRONA COUNTY SCHOOL DISTRICT #1	School District	5604510	MDL-3983	Filing Group 1	13,110	28	\$99,167
WA	CLOVER PARK SCHOOL DISTRICT	School District	5301410	MDL-9791	Filing Group 1	12,556	32	\$98,611
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691031	JCCP-4643	Filing Group 1	149,800	243	\$98,457
CA	LYNWOOD UNIFIED	School District	0623160	JCCP-4563	Filing Group 1	12,791	19	\$98,267
CA	LIVERMORE VALLEY JOINT UNIFIED	School District	0622110	MDL-3665	Filing Group 1	13,305	18	\$96,632
AL	LIMESTONE COUNTY	School District	0102100	MDL-6059	Filing Group 1	13,041	17	\$96,441
WA	BATTLE GROUND SCHOOL DISTRICT	School District	5300380	MDL-9816	Filing Group 1	11,831	21	\$96,422

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SC	ORANGEBURG	School District	4503910	MDL-5666	Filing Group 1	11,739	29	\$96,177
FL	HIGHLANDS	School District	1200840	MDL-9955	Filing Group 1	12,111	24	\$95,462
LA	ST. TAMMANY PARISH	School District	2201650	0	Filing Group 3	36,820	56	\$94,764
UT	OGDEN CITY DISTRICT	School District	4900720	MDL-5320	Filing Group 1	10,710	25	\$94,385
DE	CHRISTINA SCHOOL DISTRICT	School District	1000200	MDL-9008	Filing Group 1	12,963	28	\$94,259
ID	POCATELLO DISTRICT	School District	1602640	MDL-9010	Filing Group 1	11,885	24	\$93,471
UT	BOX ELDER DISTRICT	School District	4900090	MDL-8527	Filing Group 1	12,062	24	\$93,254
AZ	HIGLEY UNIFIED SCHOOL DISTRICT (4248)	School District	0403780	MDL-5541	Filing Group 1	12,679	16	\$93,161
PA	DOWNINGTOWN AREA SD	School District	4207710	MDL-4186	Filing Group 1	12,909	16	\$93,117
CA	ROCKLIN UNIFIED	School District	0600013	JCCP-4575	Filing Group 1	11,405	17	\$92,979
WA	BELLINGHAM SCHOOL DISTRICT	School District	5300420	MDL-9515	Filing Group 1	11,484	25	\$92,642
CA	CHICO UNIFIED	School District	0608370	JCCP-4552	Filing Group 1	11,911	22	\$92,425
IN	ELKHART COMMUNITY SCHOOLS	School District	1803270	MDL-4630	Filing Group 1	11,911	20	\$92,013
SC	ANDERSON 05	School District	4500900	MDL-9724	Filing Group 1	12,771	20	\$90,019
WV	CABELL COUNTY SCHOOLS	School District	5400180	MDL-3610	Filing Group 1	11,875	26	\$89,373
IN	MONROE COUNTY COMMUNITY SCH CORP	School District	1800630	MDL-5510	Filing Group 1	10,468	24	\$89,102
TN	PUTNAM COUNTY	School District	4703480	MDL-4786	Filing Group 1	11,609	22	\$88,771
CA	CAJON VALLEY UNION	School District	0606810	JCCP-4548	Filing Group 1	15,776	28	\$88,281
FL	LEON	School District	1201110	MDL-10855	Filing Group 3	32,845	57	\$87,321
IN	BARTHOLOMEW CON SCHOOL CORP	School District	1800360	MDL-9720	Filing Group 1	11,474	17	\$87,210
FL	HENDRY	School District	1200780	MDL-10496	Filing Group 2	13,629	17	\$87,105
IL	CUSD 200	School District	1742180	MDL-4445	Filing Group 1	11,903	20	\$86,669
AZ	KYRENE ELEMENTARY DISTRICT (4267)	School District	0404230	MDL-3616	Filing Group 1	15,609	26	\$86,331
NC	WILSON COUNTY SCHOOLS	School District	3705020	MDL-9960	Filing Group 1	10,408	26	\$85,999
NC	ROCKINGHAM COUNTY SCHOOLS	School District	3703990	MDL-9526	Filing Group 1	11,170	22	\$85,980
KS	LAWRENCE	School District	2008400	MDL-3692	Filing Group 1	11,371	21	\$85,573
KY	DAVIESS COUNTY	School District	2101470	MDL-3581	Filing Group 1	11,090	22	\$85,519
WI	EAU CLAIRE AREA SCHOOL DISTRICT	School District	5504050	MDL-9902	Filing Group 1	11,008	24	\$84,781

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FL	OKALOOSA	School District	1201380	MDL-10857	Filing Group 3	31,614	52	\$84,348
KY	MADISON COUNTY	School District	2103720	MDL-3589	Filing Group 1	11,034	20	\$83,030
FL	PUTNAM	School District	1201620	MDL-9968	Filing Group 1	10,319	25	\$82,904
IN	NEW ALBANY-FLOYD CO CONSCH	School District	1807410	MDL-9899	Filing Group 1	11,524	16	\$82,680
CA	ANAHEIM ELEMENTARY	School District	0602610	JCCP-4543	Filing Group 1	15,612	24	\$82,252
IL	AURORA WEST USD 129	School District	1704710	MDL-4432	Filing Group 1	11,253	17	\$81,728
UT	IRON DISTRICT	School District	4900390	MDL-9108	Filing Group 1	11,091	18	\$79,971
SC	KERSHAW 01	School District	4502550	MDL-9895	Filing Group 1	10,763	19	\$79,729
OK	EDMOND	School District	4010590	MDL-4530	Filing Group 1	23,496	26	\$79,382
CA	PITTSBURG UNIFIED	School District	0630600	JCCP-4600	Filing Group 1	11,015	13	\$78,859
MS	LAMAR COUNTY SCHOOL DISTRICT	School District	2802400	MDL-3617	Filing Group 1	10,132	19	\$78,718
CA	NEW HAVEN UNIFIED	School District	0626910	JCCP-4598	Filing Group 1	10,812	13	\$78,656
IN	GREATER CLARK COUNTY SCHOOLS	School District	1803940	MDL-9984	Filing Group 1	10,477	19	\$78,136
IN	MSD WASHINGTON TOWNSHIP	School District	1812720	MDL-9939	Filing Group 1	10,888	14	\$78,109
CA	CHAFFEY JOINT UNION HIGH	School District	0608160	MDL-10466	Filing Group 3	23,854	11	\$78,012
CA	LAS VIRGENES UNIFIED	School District	0621000	MDL-5316	Filing Group 1	10,248	15	\$77,919
AL	TUSCALOOSA CITY	School District	0103360	MDL-6030	Filing Group 1	10,744	20	\$77,918
CA	SAN RAMON VALLEY UNIFIED	School District	0635130	MDL-10399	Filing Group 3	30,726	36	\$77,907
WA	MEAD SCHOOL DISTRICT	School District	5304920	MDL-9785	Filing Group 1	10,233	16	\$77,738
SC	SPARTANBURG 06	School District	4503630	MDL-9916	Filing Group 1	11,254	13	\$77,689
IN	PENN-HARRIS-MADISON SCHOOL CORP	School District	1808760	MDL-4634	Filing Group 1	11,041	15	\$76,363
NY	GREECE CENTRAL SCHOOL DISTRICT	School District	3612630	MDL-5822	Filing Group 1	10,316	17	\$76,338
DE	INDIAN RIVER SCHOOL DISTRICT	School District	1000680	MDL-9117	Filing Group 1	10,592	16	\$76,338
ID	COEUR D'ALENE DISTRICT	School District	1600780	MDL-8917	Filing Group 1	10,011	19	\$76,083
DE	BRANDYWINE SCHOOL DISTRICT	School District	1001240	MDL-5892	Filing Group 1	10,405	17	\$76,061
TN	TIPTON COUNTY	School District	4704080	MDL-4689	Filing Group 1	10,393	14	\$75,334
IL	CHAMPAIGN CUSD 4	School District	1709420	MDL-5707	Filing Group 1	10,177	20	\$74,998
SC	OCONEE 01	School District	4503060	MDL-9918	Filing Group 1	10,168	17	\$73,704

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FL	SANTA ROSA	School District	1201650	MDL-10858	Filing Group 3	27,770	41	\$73,677
SC	SPARTANBURG 02	School District	4503510	MDL-10017	Filing Group 1	10,459	14	\$72,929
CA	ANTELOPE VALLEY UNION HIGH	School District	0602820	MDL-11357	Filing Group 3	21,991	13	\$72,856
PA	HAZLETON AREA SD	School District	4211700	MDL-10876	Filing Group 2	11,551	11	\$72,289
PA	ERIE CITY SD	School District	4209300	MDL-5472	Filing Group 1	10,310	15	\$72,036
SC	ANDERSON 01	School District	4500780	MDL-6410	Filing Group 1	10,116	14	\$71,957
FL	BAY	School District	1200090	MDL-10853	Filing Group 3	25,280	48	\$69,232
CA	ESCONDIDO UNION	School District	0612880	MDL-10412	Filing Group 2	14,197	23	\$68,568
IN	WARRICK COUNTY SCHOOL CORP	School District	1812390	MDL-10494	Filing Group 2	10,006	18	\$67,149
CA	TEMECULA VALLEY UNIFIED	School District	0600028	MDL-10672	Filing Group 3	26,710	28	\$66,682
WV	KANAWHA COUNTY SCHOOLS	School District	5400600	MDL-10898	Filing Group 3	24,721	69	\$63,963
CA	CAMPBELL UNION HIGH	School District	0607230	JCCP-4549	Filing Group 1	8,606	6	\$61,641
CA	SAN MATEO-FOSTER CITY	School District	0634920	MDL-3674	Filing Group 1	10,969	21	\$59,804
CA	OXNARD UNION HIGH	School District	0629270	MDL-10657	Filing Group 3	17,327	10	\$57,636
AZ	PIMA COUNTY JTED (89380)	School District	0400752	MDL-9933	Filing Group 1	177	55	\$57,313
IL	J S MORTON HSD 201	School District	1726880	MDL-9729	Filing Group 1	8,245	4	\$57,267
WA	PUYALLUP SCHOOL DISTRICT	School District	5306960	MDL-10348	Filing Group 3	22,398	37	\$56,777
ID	IDAHO FALLS DISTRICT	School District	1601530	MDL-8999	Filing Group 1	9,813	22	\$56,064
IL	GLENBARD TWP HSD 87	School District	1716830	MDL-4698	Filing Group 1	8,054	4	\$56,037
MN	INTERMEDIATE SCHOOL DISTRICT 287	School District	2700025	MDL-4611	Filing Group 1	983	49	\$55,647
CA	RIALTO UNIFIED	School District	0632370	MDL-10549	Filing Group 3	24,461	29	\$53,929
CA	MENIFEE UNION ELEMENTARY	School District	0624540	JCCP-4564	Filing Group 1	10,456	14	\$53,800
WA	VANCOUVER SCHOOL DISTRICT	School District	5309270	MDL-25025	Filing Group 3	21,897	41	\$53,567
MN	ST. CLOUD PUBLIC SCHOOL DISTRICT	School District	2733510	MDL-6051	Filing Group 1	9,628	20	\$52,775
CA	WOODLAND JOINT UNIFIED	School District	0643080	JCCP-4582	Filing Group 1	9,658	19	\$52,516
OK	NORMAN	School District	4021720	MDL-4863	Filing Group 1	14,419	25	\$52,477
IL	CONS HSD 230	School District	1708400	MDL-4425	Filing Group 1	7,565	3	\$51,862
IN	EAST ALLEN COUNTY SCHOOLS	School District	1802850	MDL-9953	Filing Group 1	9,861	14	\$50,946

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AL	ETOWAH COUNTY	School District	0101380	MDL-5901	Filing Group 1	8,504	24	\$50,539
NY	SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT	School District	3626520	MDL-9728	Filing Group 1	7,906	5	\$50,471
CA	MONTEREY PENINSULA UNIFIED	School District	0625530	JCCP-4565	Filing Group 1	9,403	21	\$50,315
CA	EL DORADO UNION HIGH	School District	0612070	JCCP-4556	Filing Group 1	6,846	6	\$50,288
TN	SULLIVAN COUNTY	School District	4703990	MDL-8536	Filing Group 1	8,715	23	\$48,811
CA	DAVIS JOINT UNIFIED	School District	0610620	JCCP-4554	Filing Group 1	8,229	16	\$47,246
CA	REDONDO BEACH UNIFIED	School District	0600032	JCCP-4601	Filing Group 1	9,803	13	\$47,149
ID	TWIN FALLS DISTRICT	School District	1603240	MDL-6378	Filing Group 1	9,126	18	\$46,990
CA	BERKELEY UNIFIED	School District	0604740	MDL-6032	Filing Group 1	9,409	16	\$46,834
AL	AUTAUGA COUNTY	School District	0100240	MDL-6017	Filing Group 1	8,955	15	\$46,830
KY	PIKE COUNTY	School District	2104800	MDL-9965	Filing Group 1	8,092	19	\$46,762
CA	SAN MATEO COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691033	MDL-3673	Filing Group 1	90,078	176	\$46,427
WV	MERCER COUNTY SCHOOLS	School District	5400840	MDL-9081	Filing Group 1	8,465	25	\$46,237
CA	LINCOLN UNIFIED	School District	0621690	JCCP-4640	Filing Group 1	8,939	12	\$46,079
MI	TRAVERSE CITY AREA PUBLIC SCHOOLS	School District	2633870	MDL-8989	Filing Group 1	9,007	16	\$45,992
CA	CASTRO VALLEY UNIFIED	School District	0607800	JCCP-4550	Filing Group 1	9,203	15	\$45,844
LA	ST. CHARLES PARISH	School District	2201440	MDL-9727	Filing Group 1	9,460	15	\$45,324
SC	GEORGETOWN 01	School District	4502280	MDL-9921	Filing Group 1	8,479	19	\$45,316
DE	COLONIAL SCHOOL DISTRICT	School District	1000230	MDL-5863	Filing Group 1	9,795	15	\$45,278
CA	ALAMEDA UNIFIED	School District	0601770	MDL-9051	Filing Group 1	9,071	15	\$45,112
IL	MAINE TOWNSHIP HSD 207	School District	1724090	MDL-4535	Filing Group 1	6,328	4	\$44,904
MN	INTERMEDIATE SCHOOL DISTRICT 287	Regional Education Service Agency	2700025	MDL-4611	Filing Group 1	84,619	162	\$44,670
CA	VAL VERDE UNIFIED	School District	0691135	MDL-10675	Filing Group 3	19,303	22	\$44,144
FL	SUMTER	School District	1201800	MDL-5704	Filing Group 1	8,675	13	\$44,112
NY	SHENENDEHOWA CENTRAL SCHOOL DISTRICT	School District	3626670	MDL-8939	Filing Group 1	9,340	12	\$43,910
WA	SHORELINE SCHOOL DISTRICT	School District	5307920	MDL-10454	Filing Group 2	9,522	18	\$43,635
WA	WENATCHEE SCHOOL DISTRICT	School District	5309660	MDL-9767	Filing Group 1	7,325	19	\$43,418

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AL	MORGAN COUNTY	School District	0102480	MDL-6031	Filing Group 1	7,503	19	\$43,363
ID	VALLIVUE SCHOOL DISTRICT	School District	1600600	MDL-6387	Filing Group 1	8,916	13	\$43,088
OH	CANTON CITY	School District	3904371	MDL-5309	Filing Group 1	7,938	22	\$42,869
IN	BROWNSBURG COMMUNITY SCHOOL CORP	School District	1801020	MDL-9876	Filing Group 1	9,467	11	\$42,827
WV	MARION COUNTY SCHOOLS	School District	5400720	MDL-9891	Filing Group 1	7,658	21	\$42,761
CA	SOUTH SAN FRANCISCO UNIFIED	School District	0637530	MDL-3634	Filing Group 1	8,182	17	\$42,457
CA	SAN LEANDRO UNIFIED	School District	0634680	JCCP-4606	Filing Group 1	8,828	12	\$41,638
KY	JESSAMINE COUNTY	School District	2103030	MDL-3663	Filing Group 1	8,199	14	\$41,525
AZ	FLAGSTAFF UNIFIED DISTRICT (4192)	School District	0402860	MDL-10317	Filing Group 2	8,942	16	\$41,476
SC	LEXINGTON 02	School District	4502730	MDL-9896	Filing Group 1	8,582	13	\$41,317
CA	SANTA CRUZ CITY ELEMENTARY/HIGH	School District	0601327	JCCP-4580	Filing Group 1	6,328	14	\$41,303
PA	NESHAMINY SD	School District	4216410	MDL-3592	Filing Group 1	8,991	10	\$41,027
CA	NAPA VALLEY UNIFIED	School District	0626640	0	Filing Group 3	16,971	27	\$40,900
CA	ACALANES UNION HIGH	School District	0601650	JCCP-4542	Filing Group 1	5,535	5	\$40,810
WA	TAHOMA SCHOOL DISTRICT	School District	5308760	MDL-9795	Filing Group 1	8,765	10	\$40,656
WI	SUN PRAIRIE AREA SCHOOL DISTRICT	School District	5514640	MDL-8575	Filing Group 1	8,366	15	\$40,594
IL	ELMHURST SD 205	School District	1713970	MDL-4855	Filing Group 1	8,446	13	\$40,569
SC	CHEROKEE 01	School District	4501500	MDL-5942	Filing Group 1	7,882	18	\$40,459
WI	WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT	School District	5516260	MDL-5615	Filing Group 1	7,418	18	\$40,308
OH	NORTHWEST LOCAL	School District	3904736	MDL-5469	Filing Group 1	8,541	11	\$40,300
OK	MIDWEST CITY-DEL CITY	School District	4019950	MDL-5737	Filing Group 1	11,044	21	\$39,951
IL	BARRINGTON CUSD 220	School District	1705050	MDL-4423	Filing Group 1	8,247	12	\$39,714
UT	WASATCH DISTRICT	School District	4901110	MDL-9014	Filing Group 1	9,251	9	\$39,227
FL	OKEECHOBEE	School District	1201410	MDL-9967	Filing Group 1	6,263	19	\$39,112
CA	NOVATO UNIFIED	School District	0627720	JCCP-4599	Filing Group 1	7,206	14	\$39,037
WA	CAMAS SCHOOL DISTRICT	School District	5300810	MDL-9750	Filing Group 1	7,240	15	\$38,880
CA	TAMALPAIS UNION HIGH	School District	0638790	JCCP-4608	Filing Group 1	5,166	5	\$38,430
MI	CLARKSTON COMMUNITY SCHOOL DISTRICT	School District	2609900	MDL-9813	Filing Group 1	7,397	13	\$38,156

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NY	WEBSTER CENTRAL SCHOOL DISTRICT	School District	3630360	MDL-8975	Filing Group 1	8,007	11	\$38,111
OK	JENKS	School District	4015720	MDL-4937	Filing Group 1	11,979	8	\$38,041
SC	YORK 02	School District	4503840	MDL-9772	Filing Group 1	8,372	10	\$37,898
DE	CAESAR RODNEY SCHOOL DISTRICT	School District	1000180	MDL-5891	Filing Group 1	7,960	13	\$37,835
TN	ROANE COUNTY	School District	4703590	MDL-4685	Filing Group 1	6,341	18	\$37,774
WA	FRANKLIN PIERCE SCHOOL DISTRICT	School District	5302940	MDL-9755	Filing Group 1	7,595	15	\$37,741
IL	EDWARDSVILLE CUSD 7	School District	1713530	MDL-9147	Filing Group 1	7,367	15	\$37,470
MI	BAY CITY SCHOOL DISTRICT	School District	2604260	MDL-4778	Filing Group 1	6,875	14	\$37,370
MI	MIDLAND PUBLIC SCHOOLS	School District	2623820	MDL-4537	Filing Group 1	7,365	12	\$37,223
TN	COLLIERVILLE	School District	4700149	MDL-9988	Filing Group 2	9,043	9	\$36,687
CA	ONTARIO-MONTCLAIR	School District	0628470	MDL-24988	Filing Group 3	19,286	32	\$36,607
SC	CHESTERFIELD 01	School District	4501560	MDL-9751	Filing Group 1	6,772	16	\$36,425
WA	TUMWATER SCHOOL DISTRICT	School District	5309100	MDL-9765	Filing Group 1	6,259	15	\$36,329
GA	MARIETTA CITY	School District	1303510	MDL-10316	Filing Group 2	8,599	13	\$36,273
KY	HOPKINS COUNTY	School District	2102860	MDL-3584	Filing Group 1	6,493	16	\$36,086
TN	CUMBERLAND COUNTY	School District	4700900	MDL-4864	Filing Group 1	6,833	12	\$35,957
IN	MSD SOUTHWEST ALLEN COUNTY SCHLS	School District	1800030	MDL-9952	Filing Group 1	7,695	9	\$35,736
MA	FRAMINGHAM	School District	2504980	MDL-10415	Filing Group 2	8,733	14	\$35,642
WV	WAYNE COUNTY SCHOOLS	School District	5401500	MDL-10002	Filing Group 1	6,461	18	\$35,587
KS	DE SOTO	School District	2005490	MDL-3603	Filing Group 1	7,112	12	\$35,476
TN	GREENE COUNTY	School District	4701470	MDL-4610	Filing Group 1	6,196	17	\$35,036
KS	MANHATTAN-OGDEN	School District	2009180	MDL-3690	Filing Group 1	6,636	12	\$34,693
MA	BROCKTON	School District	2503090	MDL-10402	Filing Group 3	15,326	23	\$34,615
IL	CHSD 99	School District	1712570	MDL-4679	Filing Group 1	5,012	2	\$34,372
DE	NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT	School District	1001280	MDL-5864	Filing Group 1	4,644	4	\$34,041
PA	PENNRIDGE SD	School District	4218750	MDL-3593	Filing Group 1	6,797	11	\$33,960
UT	MURRAY DISTRICT	School District	4900600	MDL-8988	Filing Group 1	6,175	12	\$33,929
IN	PORTAGE TOWNSHIP SCHOOLS	School District	1809150	MDL-9949	Filing Group 1	7,033	11	\$33,867

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UT	UINTAH DISTRICT	School District	4901080	MDL-8965	Filing Group 1	6,787	13	\$33,856
CA	GRANADA HILLS CHARTER DISTRICT	School District	0602206	MDL-9809	Filing Group 1	5,462	1	\$33,820
PA	SENECA VALLEY SD	School District	4222440	MDL-4189	Filing Group 1	7,250	8	\$33,808
IN	NORTHWEST ALLEN COUNTY SCHOOLS	School District	1808250	MDL-10495	Filing Group 2	7,870	11	\$33,675
OR	REDMOND SD 2J	School District	4110350	MDL-10577	Filing Group 2	7,070	13	\$33,493
WI	MCFARLAND SCHOOL DISTRICT	School District	5508910	MDL-5505	Filing Group 1	6,091	9	\$33,085
PA	WILKES-BARRE AREA SD	School District	4226300	MDL-10878	Filing Group 2	7,089	10	\$32,891
WA	MOUNT VERNON SCHOOL DISTRICT	School District	5305400	MDL-10450	Filing Group 2	6,595	14	\$32,685
CA	JEFFERSON UNION HIGH	School District	0618930	MDL-3662	Filing Group 1	4,236	5	\$32,431
CA	PARAMOUNT UNIFIED	School District	0629850	MDL-25060	Filing Group 3	13,761	19	\$32,132
DE	CAPITAL SCHOOL DISTRICT	School District	1000190	MDL-5976	Filing Group 1	6,332	13	\$32,087
CO	MONTROSE COUNTY SCHOOL DISTRICT RE-1J	School District	0805790	MDL-3624	Filing Group 1	5,836	14	\$32,081
WA	WALLA WALLA PUBLIC SCHOOLS	School District	5309450	MDL-9738	Filing Group 1	5,438	16	\$32,003
TN	WARREN COUNTY	School District	4704350	MDL-6074	Filing Group 1	6,236	11	\$31,938
WI	BELOIT SCHOOL DISTRICT	School District	5501050	MDL-5919	Filing Group 1	5,923	14	\$31,910
PA	BENSALEM TOWNSHIP SD	School District	4203330	MDL-3650	Filing Group 1	6,255	9	\$31,870
MI	GRAND HAVEN AREA PUBLIC SCHOOLS	School District	2616380	MDL-6381	Filing Group 1	5,682	13	\$31,376
ID	JEFFERSON COUNTY JOINT DISTRICT	School District	1601570	MDL-8996	Filing Group 1	6,287	12	\$31,287
WA	WEST VALLEY SCHOOL DISTRICT (YAKIMA)	School District	5309720	MDL-9748	Filing Group 1	5,313	16	\$31,212
WA	EASTMONT SCHOOL DISTRICT	School District	5302310	MDL-9807	Filing Group 1	6,044	11	\$30,907
MS	LAUDERDALE CO SCHOOL DIST	School District	2802430	MDL-4783	Filing Group 1	5,587	11	\$30,822
CA	CENTRAL UNION HIGH	School District	0608010	JCCP-4587	Filing Group 1	4,140	4	\$30,790
IL	COLLINSVILLE CUSD 10	School District	1710650	MDL-6086	Filing Group 1	6,083	12	\$30,665
NJ	TOMS RIVER REGIONAL SCHOOL DISTRICT	School District	3416230	MDL-10674	Filing Group 3	13,408	18	\$30,582
AZ	FLOWING WELLS UNIFIED DISTRICT (4405)	School District	0403010	MDL-9926	Filing Group 1	5,407	11	\$30,558
CA	LAMMERSVILLE JOINT UNIFIED	School District	0601410	JCCP-4639	Filing Group 1	6,397	8	\$30,295
NY	THREE VILLAGE CENTRAL SCHOOL DISTRICT	School District	3628200	MDL-3599	Filing Group 1	5,569	8	\$30,081
PA	BUTLER AREA SD	School District	4204590	MDL-3609	Filing Group 1	6,086	9	\$29,878

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NY	WEST SENECA CENTRAL SCHOOL DISTRICT	School District	3630780	MDL-9075	Filing Group 1	6,047	9	\$29,858
UT	DUCHESNE DISTRICT	School District	4900240	MDL-6085	Filing Group 1	5,100	14	\$29,778
WA	OAK HARBOR SCHOOL DISTRICT	School District	5305940	MDL-9736	Filing Group 1	5,767	12	\$29,559
ID	POST FALLS DISTRICT	School District	1602670	MDL-9052	Filing Group 1	5,813	12	\$29,276
IN	DUNELAND SCHOOL CORPORATION	School District	1802800	MDL-9944	Filing Group 1	5,825	9	\$29,211
OH	PLAIN LOCAL	School District	3904993	MDL-5467	Filing Group 1	6,051	9	\$29,189
NM	ALAMOGORDO PUBLIC SCHOOLS	School District	3500030	MDL-8537	Filing Group 1	5,572	15	\$29,165
IL	EVANSTON CCSD 65	School District	1714460	MDL-4857	Filing Group 1	7,254	17	\$28,839
ID	KUNA JOINT DISTRICT	School District	1601770	MDL-6472	Filing Group 1	5,416	11	\$28,815
WI	VERONA AREA SCHOOL DISTRICT	School District	5515330	MDL-5920	Filing Group 1	5,636	13	\$28,684
ID	CALDWELL DISTRICT	School District	1600510	MDL-5629	Filing Group 1	5,584	11	\$28,337
NJ	FRANKLIN TOWNSHIP PUBLIC SCHOOL DISTRICT	School District	3405490	MDL-10418	Filing Group 2	6,664	10	\$28,264
DE	CAPE HENLOPEN SCHOOL DISTRICT	School District	1000170	MDL-5865	Filing Group 1	5,892	9	\$28,167
UT	SEVIER DISTRICT	School District	4900930	MDL-5962	Filing Group 1	4,684	14	\$28,150
PA	COATESVILLE AREA SD	School District	4206240	MDL-4377	Filing Group 1	5,322	10	\$28,139
IL	NEW TRIER TWP HSD 203	School District	1728200	MDL-4429	Filing Group 1	4,030	2	\$28,038
WA	KELSO SCHOOL DISTRICT	School District	5300003	MDL-9757	Filing Group 1	4,715	14	\$27,996
IN	SCHOOL CITY OF MISHAWAKA	School District	1806840	MDL-9741	Filing Group 1	5,129	10	\$27,892
KS	SPRING HILL	School District	2011850	MDL-4636	Filing Group 1	5,742	9	\$27,869
OR	MCMINNVILLE SD 40	School District	4108010	MDL-10573	Filing Group 2	6,351	9	\$27,669
WV	FAYETTE COUNTY SCHOOLS	School District	5400300	MDL-10753	Filing Group 2	5,688	13	\$27,628
DE	SMYRNA SCHOOL DISTRICT	School District	1001620	MDL-9530	Filing Group 1	5,883	8	\$27,570
NY	ROME CITY SCHOOL DISTRICT	School District	3624900	MDL-5821	Filing Group 1	5,308	10	\$27,508
ID	MADISON DISTRICT	School District	1601920	MDL-8986	Filing Group 1	5,370	10	\$27,317
WA	CHENEY SCHOOL DISTRICT	School District	5301230	MDL-9753	Filing Group 1	5,078	12	\$27,286
IN	KOKOMO SCHOOL CORPORATION	School District	1805370	MDL-9947	Filing Group 1	5,422	12	\$27,247
WV	HARRISON COUNTY SCHOOLS	School District	5400510	MDL-10603	Filing Group 3	10,111	27	\$27,083
WA	YELM SCHOOL DISTRICT	School District	5310140	MDL-9769	Filing Group 1	5,416	10	\$27,058

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OH	JACKSON LOCAL	School District	3904985	MDL-4995	Filing Group 1	5,806	6	\$26,898
PA	MT LEBANON SD	School District	4216110	MDL-4567	Filing Group 1	5,361	10	\$26,827
SC	CHESTER 01	School District	4501530	MDL-6020	Filing Group 1	4,860	12	\$26,781
UT	LOGAN CITY DISTRICT	School District	4900510	MDL-9086	Filing Group 1	5,704	11	\$26,619
AL	GADSDEN CITY	School District	0101620	MDL-9137	Filing Group 1	4,845	15	\$26,563
ID	ONEIDA COUNTY DISTRICT	School District	1602490	MDL-9063	Filing Group 1	7,809	5	\$26,534
WA	SEDRO-WOOLLEY SCHOOL DISTRICT	School District	5307740	MDL-9180	Filing Group 1	4,356	12	\$26,467
KY	CLARK COUNTY	School District	2101200	MDL-9789	Filing Group 1	5,288	9	\$26,423
NY	CONNETQUOT CENTRAL SCHOOL DISTRICT	School District	3608160	MDL-10469	Filing Group 1	5,285	10	\$26,418
NY	BALDWINVILLE CENTRAL SCHOOL DISTRICT	School District	3603870	MDL-5470	Filing Group 1	5,364	8	\$26,397
NJ	UNION CITY SCHOOL DISTRICT	School District	3416380	MDL-10428	Filing Group 3	12,519	14	\$26,335
MI	HOLT PUBLIC SCHOOLS	School District	2618480	MDL-6383	Filing Group 1	5,191	9	\$26,121
IL	EVANSTON TWP HSD 202	School District	1714490	MDL-4427	Filing Group 1	3,731	2	\$26,109
ID	LEWISTON INDEPENDENT DISTRICT	School District	1601860	MDL-8961	Filing Group 1	4,578	13	\$26,102
AR	RUSSELLVILLE SCHOOL DISTRICT	School District	0512060	MDL-3630	Filing Group 1	5,349	10	\$26,083
WV	GREENBRIER COUNTY SCHOOLS	School District	5400390	MDL-9829	Filing Group 1	4,719	14	\$26,067
AL	ALBERTVILLE CITY	School District	0100005	MDL-6026	Filing Group 1	5,842	6	\$25,796
WA	FERNDAL SCHOOL DISTRICT	School District	5302850	MDL-9754	Filing Group 1	4,349	14	\$25,789
NJ	HAMILTON TOWNSHIP PUBLIC SCHOOL DISTRICT	School District	3406540	MDL-10663	Filing Group 3	10,831	23	\$25,768
TN	CLAIBORNE COUNTY	School District	4700630	MDL-9732	Filing Group 1	4,055	14	\$25,630
PA	RED LION AREA SD	School District	4220100	MDL-4376	Filing Group 1	4,897	9	\$25,623
CA	GILROY UNIFIED	School District	0615180	MDL-10673	Filing Group 3	10,821	14	\$25,582
IN	MUNCIE COMMUNITY SCHOOLS	School District	1807320	MDL-9900	Filing Group 1	4,996	11	\$25,469
PA	CENTENNIAL SD	School District	4205190	MDL-4185	Filing Group 1	5,285	6	\$25,342
NC	KANNAPOLIS CITY SCHOOLS	School District	3702430	MDL-9531	Filing Group 1	5,362	8	\$25,126
AL	ESCAMBIA COUNTY	School District	0101350	MDL-5908	Filing Group 1	4,121	12	\$25,051
ID	MINIDOKA COUNTY JOINT DISTRICT	School District	1602190	MDL-9040	Filing Group 1	4,253	12	\$25,045
MI	SALINE AREA SCHOOLS	School District	2630660	MDL-9124	Filing Group 1	4,947	7	\$24,903

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IN	CONCORD COMMUNITY SCHOOLS	School District	1802400	MDL-9717	Filing Group 1	5,185	7	\$24,889
IL	LEYDEN CHSD 212	School District	1722740	MDL-4612	Filing Group 1	3,539	2	\$24,871
SC	YORK 01	School District	4503810	MDL-9917	Filing Group 1	4,889	9	\$24,861
WA	UNIVERSITY PLACE SCHOOL DISTRICT	School District	5309180	MDL-10458	Filing Group 2	5,661	8	\$24,850
CA	NORTH MONTEREY COUNTY UNIFIED	School District	0627590	JCCP-4567	Filing Group 1	4,583	8	\$24,794
SC	COLLETON 01	School District	4501830	MDL-4789	Filing Group 1	5,138	9	\$24,758
CA	EL CAMINO REAL CHARTER HIGH DISTRICT	School District	0601902	MDL-9923	Filing Group 1	3,661	1	\$24,637
MD	DORCHESTER COUNTY PUBLIC SCHOOLS	School District	2400300	MDL-4608	Filing Group 1	4,662	11	\$24,501
WA	QUILLAYUTE VALLEY SCHOOL DISTRICT	School District	5307020	MDL-9762	Filing Group 1	3,367	6	\$24,383
IN	PLAINFIELD COMMUNITY SCHOOL CORP	School District	1808970	MDL-10315	Filing Group 2	5,683	8	\$24,347
PA	QUAKERTOWN COMMUNITY SD	School District	4219890	MDL-3596	Filing Group 1	4,770	8	\$24,193
CA	LINDSAY UNIFIED	School District	0621870	JCCP-4593	Filing Group 1	4,067	10	\$24,116
WA	BREMERTON SCHOOL DISTRICT	School District	5300660	MDL-10251	Filing Group 2	4,536	14	\$24,114
WV	WYOMING COUNTY SCHOOLS	School District	5401650	MDL-9852	Filing Group 1	3,681	14	\$23,891
IL	TWP HSD 113	School District	1719080	MDL-4614	Filing Group 1	3,386	2	\$23,884
PA	MIFFLIN COUNTY SD	School District	4215290	MDL-3622	Filing Group 1	4,687	9	\$23,862
ID	LAKE PEND OREILLE SCHOOL DISTRICT	School District	1600002	MDL-9024	Filing Group 1	3,354	13	\$23,851
NY	PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT	School District	3623220	MDL-3595	Filing Group 1	4,961	7	\$23,823
CA	SAN BENITO HIGH	School District	0634140	JCCP-4604	Filing Group 1	3,350	2	\$23,647
UT	AMERICAN PREPARATORY ACADEMY	School District	4900005	MDL-8538	Filing Group 1	5,329	6	\$23,495
CA	EL CENTRO ELEMENTARY	School District	0612030	JCCP-4588	Filing Group 1	5,292	12	\$23,344
OH	WADSWORTH CITY	School District	3910029	MDL-4861	Filing Group 1	4,531	8	\$23,270
VA	SCOTT CO PBLC SCHS	School District	5103480	MDL-4635	Filing Group 1	3,534	13	\$22,931
VA	WYTHE CO PBLC SCHS	School District	5104110	MDL-10000	Filing Group 1	3,857	12	\$22,770
ID	BLACKFOOT DISTRICT	School District	1600270	MDL-8997	Filing Group 1	3,925	12	\$22,751
KY	MONTGOMERY COUNTY	School District	2104250	MDL-3590	Filing Group 1	4,459	8	\$22,731
PA	WARREN COUNTY SD	School District	4224820	MDL-4190	Filing Group 1	4,009	9	\$22,622
NM	BELEN CONSOLIDATED SCHOOLS	School District	3500180	MDL-9962	Filing Group 1	3,667	11	\$22,565

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NY	JAMESTOWN CITY SCHOOL DISTRICT	School District	3615630	MDL-9716	Filing Group 1	4,586	9	\$22,481
MD	TALBOT COUNTY PUBLIC SCHOOLS	School District	2400630	MDL-4326	Filing Group 1	4,524	8	\$22,450
MI	BATTLE CREEK PUBLIC SCHOOLS	School District	2600005	MDL-9811	Filing Group 1	3,739	13	\$22,446
WA	WEST VALLEY SCHOOL DISTRICT (SPOKANE)	School District	5309690	MDL-9704	Filing Group 1	3,439	12	\$22,390
WA	PORT ANGELES SCHOOL DISTRICT	School District	5306820	MDL-9487	Filing Group 1	3,489	10	\$22,239
CA	JEFFERSON ELEMENTARY	School District	0618870	MDL-3614	Filing Group 1	5,597	14	\$22,220
AL	MARION COUNTY	School District	0102310	MDL-6025	Filing Group 1	3,255	11	\$22,133
NY	HUNTINGTON UNION FREE SCHOOL DISTRICT	School District	3615090	MDL-9055	Filing Group 1	4,260	8	\$22,087
MI	OKEMOS PUBLIC SCHOOLS	School District	2626280	MDL-9802	Filing Group 1	4,531	7	\$22,019
UT	JUAB DISTRICT	School District	4900450	MDL-9033	Filing Group 1	3,807	5	\$21,907
TN	BRISTOL	School District	4700360	MDL-4677	Filing Group 1	3,843	8	\$21,770
WA	EAST VALLEY SCHOOL DISTRICT (SPOKANE)	School District	5302280	MDL-9786	Filing Group 1	3,737	9	\$21,764
NC	CHEROKEE COUNTY SCHOOLS	School District	3700780	MDL-9961	Filing Group 1	2,949	13	\$21,713
OH	NORTH CANTON CITY	School District	3904450	MDL-5294	Filing Group 1	4,261	7	\$21,682
IN	JENNINGS COUNTY SCHOOL CORPORATION	School District	1805190	MDL-9946	Filing Group 1	3,975	8	\$21,380
OR	SILVER FALLS SD 4J	School District	4111450	MDL-10579	Filing Group 2	3,623	13	\$21,324
VT	ESSEX-WESTFORD SUPERVISORY DISTRICT	School District	5000394	MDL-3958	Filing Group 1	3,831	10	\$21,202
WV	NICHOLAS COUNTY SCHOOLS	School District	5401020	MDL-10213	Filing Group 1	3,471	14	\$21,117
PA	NORTH HILLS SD	School District	4217220	MDL-3625	Filing Group 1	4,606	6	\$21,033
MD	GARRETT COUNTY PUBLIC SCHOOLS	School District	2400360	MDL-4325	Filing Group 1	3,648	12	\$21,010
WI	WAUNAKEE COMMUNITY SCHOOL DISTRICT	School District	5515810	MDL-5311	Filing Group 1	4,304	7	\$20,937
MI	LAKEVIEW SCH. DISTRICT (CALHOUN)	School District	2620850	MDL-5464	Filing Group 1	3,997	7	\$20,695
TN	LINCOLN COUNTY	School District	4702490	MDL-4682	Filing Group 1	3,806	7	\$20,683
NM	ESPANOLA PUBLIC SCHOOLS	School District	3500900	MDL-3612	Filing Group 1	3,070	13	\$20,677
CA	ATWATER ELEMENTARY	School District	0603420	JCCP-4545	Filing Group 1	4,815	10	\$20,653
OH	EDUCATIONAL SERVICE CENTER OF THE WESTERN RESERVE	Regional Education Service Agency	3904786	MDL-10456	Filing Group 2	39,161	74	\$20,619
WI	OREGON SCHOOL DISTRICT	School District	5511100	MDL-5963	Filing Group 1	4,119	8	\$20,466

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CA	IMPERIAL COUNTY OFFICE OF EDUCATION	Regional Education Service Agency	0691010	MDL-10524	Filing Group 1	36,607	71	\$20,283
NY	VICTOR CENTRAL SCHOOL DISTRICT	School District	3629640	MDL-5848	Filing Group 1	4,285	5	\$20,276
ID	MIDDLETON DISTRICT	School District	1602130	MDL-8967	Filing Group 1	3,891	6	\$20,256
NJ	PEMBERTON TOWNSHIP SCHOOL DISTRICT	School District	3412810	MDL-9799	Filing Group 1	4,250	9	\$20,152
VT	CHAMPLAIN VALLEY SUPERVISORY DISTRICT	School District	5099914	MDL-3956	Filing Group 1	4,150	5	\$20,099
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION	School District	0691078	JCCP-4561	Filing Group 1	1,679	9	\$19,992
SC	DILLON 04	School District	4501920	MDL-9845	Filing Group 1	3,901	8	\$19,750
IN	SHELBYVILLE CENTRAL SCHOOLS	School District	1810140	MDL-9743	Filing Group 1	4,030	7	\$19,734
MI	FERNDALE PUBLIC SCHOOLS	School District	2614280	MDL-4609	Filing Group 1	2,971	7	\$19,729
IL	GRAYSLAKE CHSD 127	School District	1717550	MDL-4428	Filing Group 1	2,738	2	\$19,704
CA	LA CANADA UNIFIED	School District	0620130	MDL-6047	Filing Group 1	3,988	4	\$19,648
NY	WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT	School District	3615390	MDL-5897	Filing Group 1	3,583	10	\$19,577
WA	CENTRALIA SCHOOL DISTRICT	School District	5301140	MDL-9752	Filing Group 1	3,337	9	\$19,571
TN	HARDEMAN COUNTY SCHOOLS	School District	4701650	MDL-5968	Filing Group 1	3,342	9	\$19,556
WV	UPSHUR COUNTY SCHOOLS	School District	5401470	MDL-9850	Filing Group 1	3,705	10	\$19,543
OH	MASSILLON CITY	School District	3904435	MDL-4993	Filing Group 1	3,924	7	\$19,396
OH	GREEN LOCAL	School District	3905001	MDL-5157	Filing Group 1	4,048	5	\$19,364
CA	SULPHUR SPRINGS UNION	School District	0638220	MDL-6048	Filing Group 1	5,069	10	\$19,335
MI	ALPENA PUBLIC SCHOOLS	School District	2602730	MDL-9071	Filing Group 1	3,513	9	\$19,258
WA	CHEHALIS SCHOOL DISTRICT	School District	5301170	MDL-9776	Filing Group 1	3,060	8	\$19,249
PA	WYOMING VALLEY WEST SD	School District	4225950	MDL-10879	Filing Group 2	4,612	7	\$19,209
DE	MILFORD SCHOOL DISTRICT	School District	1001080	MDL-9481	Filing Group 1	4,214	6	\$19,201
IN	SCHOOL CITY OF EAST CHICAGO	School District	1802880	MDL-5883	Filing Group 1	3,655	7	\$19,179
PA	CRAWFORD CENTRAL SD	School District	4207080	MDL-5542	Filing Group 1	3,200	8	\$19,160
VT	BURLINGTON SUPERVISORY DISTRICT	School District	5099915	MDL-3955	Filing Group 1	3,591	10	\$19,146
CA	OROVILLE UNION HIGH	School District	0629130	JCCP-4569	Filing Group 1	2,334	4	\$19,141
MI	DEXTER COMMUNITY SCHOOL DISTRICT	School District	2612030	MDL-5895	Filing Group 1	3,398	7	\$19,134
UT	MILLARD DISTRICT	School District	4900540	MDL-5960	Filing Group 1	3,093	10	\$19,092

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MI	CEDAR SPRINGS PUBLIC SCHOOLS	School District	2608520	MDL-6012	Filing Group 1	3,410	7	\$18,895
PA	PLEASANT VALLEY SD	School District	4219290	MDL-4516	Filing Group 1	3,792	4	\$18,867
CA	RIPON UNIFIED	School District	0632880	JCCP-4642	Filing Group 1	3,307	7	\$18,814
ME	BANGOR PUBLIC SCHOOLS	School District	2302820	MDL-5506	Filing Group 1	3,468	10	\$18,796
NY	WATERTOWN CITY SCHOOL DISTRICT	School District	3630120	MDL-5597	Filing Group 1	3,857	8	\$18,790
MS	HANCOCK CO SCHOOL DIST	School District	2801740	MDL-10873	Filing Group 2	4,119	7	\$18,674
VT	NORTH COUNTRY SUPERVISORY UNION	School District	5099931	MDL-3969	Filing Group 1	2,583	12	\$18,574
IL	MARION CUSD 2	School District	1724600	MDL-4850	Filing Group 1	3,729	7	\$18,568
UT	SOUTH SANPETE DISTRICT	School District	4900960	MDL-5644	Filing Group 1	3,241	8	\$18,503
MS	HATTIESBURG PUBLIC SCHOOL DIST	School District	2801800	MDL-10468	Filing Group 1	3,569	9	\$18,485
MS	PEARL PUBLIC SCHOOL DISTRICT	School District	2803520	MDL-3627	Filing Group 1	4,035	5	\$18,482
NY	POUGHKEEPSIE CITY SCHOOL DISTRICT	School District	3623760	MDL-10449	Filing Group 2	4,212	7	\$18,446
MI	GREENVILLE PUBLIC SCHOOLS	School District	2617160	MDL-5297	Filing Group 1	3,553	7	\$18,420
SC	MARLBORO 01	School District	4502970	MDL-6021	Filing Group 1	3,667	7	\$18,345
WA	STEILACOOM HIST. SCHOOL DISTRICT	School District	5308460	MDL-9711	Filing Group 1	3,133	10	\$18,344
NY	UNION-ENDICOTT CENTRAL SCHOOL DISTRICT	School District	3610710	MDL-9030	Filing Group 1	3,536	7	\$18,328
MS	COLUMBUS MUNICIPAL SCHOOL DIST	School District	2801200	MDL-4859	Filing Group 1	3,277	9	\$18,290
MI	MUSKEGON PUBLIC SCHOOLS OF THE CITY OF	School District	2624840	MDL-6384	Filing Group 1	3,479	7	\$18,260
CA	EL SEGUNDO UNIFIED	School District	0612210	MDL-9517	Filing Group 1	3,448	5	\$18,163
KY	MARION COUNTY	School District	2103780	MDL-3667	Filing Group 1	3,228	8	\$18,106
AL	DALE COUNTY	School District	0101050	MDL-5903	Filing Group 1	3,208	7	\$18,051
LA	ST. JAMES PARISH	School District	2201500	MDL-10467	Filing Group 1	3,553	6	\$18,038
MI	LINCOLN CONSOLIDATED SCHOOL DISTRICT	School District	2621570	MDL-5601	Filing Group 1	3,571	5	\$17,854
OK	ENID	School District	4010920	MDL-4782	Filing Group 1	7,390	16	\$17,762
CA	WASHINGTON UNIFIED	School District	0601415	JCCP-7605	Filing Group 1	2,557	7	\$17,744
PA	OXFORD AREA SD	School District	4218300	MDL-4178	Filing Group 1	3,353	6	\$17,703
VA	LEE CO PBLC SCHS	School District	5102190	MDL-4633	Filing Group 1	3,048	10	\$17,663
IN	PLYMOUTH COMMUNITY SCHOOL CORP	School District	1809060	MDL-9740	Filing Group 1	3,430	7	\$17,596

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WI	MILTON SCHOOL DISTRICT	School District	5509570	MDL-5618	Filing Group 1	3,480	7	\$17,536
WI	DE FOREST AREA SCHOOL DISTRICT	School District	5503180	MDL-9084	Filing Group 1	3,870	6	\$17,502
VT	WINDHAM SOUTHEAST SUPERVISORY UNION	School District	5099948	MDL-3981	Filing Group 1	2,528	10	\$17,449
CA	BASSETT UNIFIED	School District	0604110	MDL-9048	Filing Group 1	3,215	7	\$17,415
AL	DALLAS COUNTY	School District	0101110	MDL-10754	Filing Group 2	2,701	12	\$17,399
TN	OBION COUNTY	School District	4703270	MDL-5466	Filing Group 1	3,088	7	\$17,360
WA	QUINCY SCHOOL DISTRICT	School District	5307080	MDL-9778	Filing Group 1	3,049	9	\$17,322
OK	YUKON	School District	4033480	MDL-10610	Filing Group 2	8,158	12	\$17,268
NY	CENTRAL SQUARE CENTRAL SCHOOL DISTRICT	School District	3606900	MDL-4495	Filing Group 1	3,554	6	\$17,266
IL	O FALLON TWP HSD 203	School District	1729790	MDL-3626	Filing Group 1	2,511	1	\$17,218
NY	EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT	School District	3609990	MDL-8972	Filing Group 1	3,385	7	\$17,165
IN	WHITLEY COUNTY CON SCHOOLS	School District	1802280	MDL-9774	Filing Group 1	3,528	6	\$17,126
IN	NEW CASTLE COMMUNITY SCHOOL CORP	School District	1807440	MDL-9775	Filing Group 1	2,951	8	\$17,122
NY	FULTON CITY SCHOOL DISTRICT	School District	3611700	MDL-9143	Filing Group 1	3,140	6	\$17,041
IN	DEKALB CO CTL UNITED SCH DIST	School District	1801590	MDL-9862	Filing Group 1	3,524	6	\$17,018
WV	LINCOLN COUNTY SCHOOLS	School District	5400660	MDL-9959	Filing Group 1	3,114	8	\$17,007
MI	CADILLAC AREA PUBLIC SCHOOLS	School District	2607590	MDL-8976	Filing Group 1	3,110	7	\$16,957
WI	GREENFIELD SCHOOL DISTRICT	School District	5505940	MDL-5398	Filing Group 1	3,367	6	\$16,795
CA	RIM OF THE WORLD UNIFIED	School District	0632610	JCCP-4602	Filing Group 1	2,926	7	\$16,732
WV	MCDOWELL COUNTY SCHOOLS	School District	5400810	MDL-9934	Filing Group 1	2,706	10	\$16,629
NY	WHITESBORO CENTRAL SCHOOL DISTRICT	School District	3631320	MDL-5711	Filing Group 1	3,144	7	\$16,618
AL	WINSTON COUNTY	School District	0103580	MDL-6375	Filing Group 1	2,272	10	\$16,585
UT	NORTH SANPETE DISTRICT	School District	4900660	MDL-9107	Filing Group 1	2,612	8	\$16,582
MI	L'ANSE CREUSE PUBLIC SCHOOLS	School District	2621870	MDL-24983	Filing Group 3	9,881	19	\$16,573
NY	VESTAL CENTRAL SCHOOL DISTRICT	School District	3629610	MDL-9087	Filing Group 1	3,255	7	\$16,565
CA	CABRILLO UNIFIED	School District	0606780	MDL-3652	Filing Group 1	2,934	7	\$16,563
AL	SELMA CITY	School District	0102970	MDL-5979	Filing Group 1	2,784	11	\$16,557
SC	HAMPTON 01	School District	4502430, 45	MDL-5667	Filing Group 1	2,593	10	\$16,522

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AL	COLBERT COUNTY	School District	0100840	MDL-6033	Filing Group 1	2,618	8	\$16,505
NY	LONG BEACH CITY SCHOOL DISTRICT	School District	3617730	MDL-10448	Filing Group 2	3,656	6	\$16,425
IN	GREATER JASPER CONSOLIDATED SCHS	School District	1803960	MDL-9537	Filing Group 1	3,209	5	\$16,396
DE	LAKE FOREST SCHOOL DISTRICT	School District	1000790	MDL-9043	Filing Group 1	3,505	7	\$16,383
PA	MARS AREA SD	School District	4214790	MDL-3619	Filing Group 1	3,334	5	\$16,369
DE	SEAFORD SCHOOL DISTRICT	School District	1001530	MDL-6027	Filing Group 1	3,224	7	\$16,345
FL	GILCHRIST	School District	1200630	MDL-9718	Filing Group 1	2,736	8	\$16,300
MI	AIRPORT COMMUNITY SCHOOLS	School District	2601980	MDL-6447	Filing Group 1	2,604	9	\$16,282
OH	WOOSTER CITY	School District	3910032	MDL-4503	Filing Group 1	3,273	7	\$16,256
MI	MARSHALL PUBLIC SCHOOLS	School District	2622970	MDL-9486	Filing Group 1	2,634	8	\$16,208
CA	BRAWLEY UNION HIGH	School District	0605820	JCCP-4585	Filing Group 1	2,019	3	\$16,087
AL	FORT PAYNE CITY	School District	0101560	MDL-6040	Filing Group 1	3,482	4	\$16,064
NY	MONROE 2-ORLEANS BOCES	Regional Education Service Agency	3680520	MDL-9109	Filing Group 1	32,067	53	\$16,062
IN	FRANKTON-LAPEL COMMUNITY SCHOOLS	School District	1812880	MDL-9721	Filing Group 1	3,049	5	\$16,001
OH	LAKE LOCAL	School District	3904986	MDL-9801	Filing Group 1	3,404	3	\$15,982
TN	HUMPHREYS COUNTY	School District	4701980	MDL-4680	Filing Group 1	2,849	7	\$15,938
MI	MASON PUBLIC SCHOOLS (INGHAM)	School District	2623070	MDL-5500	Filing Group 1	3,205	6	\$15,795
NY	INDIAN RIVER CENTRAL SCHOOL DISTRICT	School District	3615300	MDL-6136	Filing Group 1	3,319	8	\$15,768
OH	FRANKLIN CITY	School District	3904400	MDL-4499	Filing Group 1	2,623	8	\$15,761
ME	SOUTH PORTLAND PUBLIC SCHOOLS	School District	2312330	MDL-6083	Filing Group 1	2,913	8	\$15,748
OH	ALLIANCE CITY	School District	3904349	MDL-5964	Filing Group 1	2,975	5	\$15,727
PA	PENNCREST SD	School District	4218740	MDL-4187; 10547	Filing Group 1	2,574	6	\$15,709
MI	DEWITT PUBLIC SCHOOLS	School District	2611550	MDL-9128	Filing Group 1	3,124	5	\$15,651
IN	KANKAKEE VALLEY SCHOOL CORP	School District	1805280	MDL-9773	Filing Group 1	3,224	5	\$15,646
CA	CLAYTON VALLEY CHARTER HIGH DISTRICT	School District	0602342	MDL-9073	Filing Group 1	2,266	1	\$15,638
MI	OWOSSO PUBLIC SCHOOLS	School District	2627210	MDL-6101	Filing Group 1	2,995	6	\$15,607
MI	WAVERLY COMMUNITY SCHOOLS	School District	2635520	MDL-5604	Filing Group 1	2,883	6	\$15,568
WV	PUTNAM COUNTY SCHOOLS	School District	5401200	MDL-11355	Filing Group 3	9,147	23	\$15,554

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NY	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY BOCES	Regional Education Service Agency	3680780	MDL-10386	Filing Group 3	27,558	67	\$15,543
TN	GREENEVILLE	School District	4701500	MDL-4500	Filing Group 1	2,851	7	\$15,526
SC	FAIRFIELD 01	School District	4502100	MDL-9847	Filing Group 1	2,414	8	\$15,524
MI	ADRIAN PUBLIC SCHOOLS	School District	2601950	MDL-5310	Filing Group 1	2,797	7	\$15,415
KY	HARRISON COUNTY	School District	2102580	MDL-3574	Filing Group 1	2,838	7	\$15,382
PA	PITTSTON AREA SD	School District	4219200	MDL-9964	Filing Group 1	3,178	4	\$15,359
WI	BARABOO SCHOOL DISTRICT	School District	5500810	MDL-5503	Filing Group 1	2,786	9	\$15,298
NY	BROOME-DELAWARE-TIOGA BOCES	Regional Education Service Agency	3680140	MDL-10395	Filing Group 3	28,800	64	\$15,289
PA	WOODLAND HILLS SD	School District	4216500	MDL-4191	Filing Group 1	3,174	5	\$15,289
AL	MUSCLE SHOALS CITY	School District	0102520	MDL-5956	Filing Group 1	2,801	7	\$15,270
NM	SILVER CONSOLIDATED SCHOOLS	School District	3502430	MDL-9038	Filing Group 1	2,314	9	\$15,225
WA	EAST VALLEY SCHOOL DISTRICT (YAKIMA)	School District	5305370	MDL-9503	Filing Group 1	3,172	5	\$15,160
WA	NORTH MASON SCHOOL DISTRICT	School District	5305790	MDL-9181	Filing Group 1	2,260	8	\$15,149
CO	STEAMBOAT SPRINGS SCHOOL DISTRICT NO. RE 2	School District	0806660	MDL-3635	Filing Group 1	2,567	7	\$15,086
OK	DEER CREEK	School District	4009570	MDL-9519	Filing Group 1	6,741	9	\$14,929
AL	HENRY COUNTY	School District	0101740	MDL-6039	Filing Group 1	2,472	6	\$14,915
IN	MSD WABASH COUNTY SCHOOLS	School District	1812180	MDL-9856	Filing Group 1	2,093	7	\$14,872
UT	EMERY DISTRICT	School District	4900270	MDL-8529	Filing Group 1	2,274	10	\$14,839
PA	MCKEESPORT AREA SD	School District	4214940	MDL-3620	Filing Group 1	3,046	4	\$14,824
WA	SEQUIM SCHOOL DISTRICT	School District	5307830	MDL-9701	Filing Group 1	2,529	6	\$14,792
CA	BRAWLEY ELEMENTARY	School District	0605790	JCCP-4584	Filing Group 1	3,898	5	\$14,693
CA	ESCALON UNIFIED	School District	0612840	JCCP-8502	Filing Group 1	2,628	7	\$14,670
MI	BANGOR TOWNSHIP SCHOOLS	School District	2603900	MDL-5509	Filing Group 1	2,528	6	\$14,646
NY	EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT	School District	3609690	MDL-6140	Filing Group 1	2,885	6	\$14,645
OR	DALLAS SD 2	School District	4103860	MDL-10571	Filing Group 2	3,025	7	\$14,583
VT	MAPLE RUN SUPERVISORY DISTRICT	School District	5099923	MDL-3963	Filing Group 1	2,597	5	\$14,556
CA	MOUNTAIN EMPIRE UNIFIED	School District	0626100	JCCP-4596	Filing Group 1	1,674	10	\$14,546

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WA	WOODLAND SCHOOL DISTRICT	School District	5310050	MDL-9522	Filing Group 1	2,415	7	\$14,491
NY	NEW HARTFORD CENTRAL SCHOOL DISTRICT	School District	3620370	MDL-9007	Filing Group 1	2,527	5	\$14,378
IL	CHSD 94	School District	1740440	MDL-9873	Filing Group 1	2,055	1	\$14,277
ID	MOSCOW DISTRICT	School District	1602220	MDL-5624	Filing Group 1	2,333	8	\$14,237
MI	EAST GRAND RAPIDS PUBLIC SCHOOLS	School District	2612480	MDL-9514	Filing Group 1	2,818	5	\$14,225
ID	PRESTON JOINT DISTRICT	School District	1600960	MDL-8979	Filing Group 1	2,360	6	\$14,222
PA	NEW CASTLE AREA SD	School District	4216620	MDL-3578	Filing Group 1	3,022	5	\$14,192
MI	VICKSBURG COMMUNITY SCHOOLS	School District	2634950	MDL-9507	Filing Group 1	2,525	6	\$14,141
MI	COLDWATER COMMUNITY SCHOOLS	School District	2610140	MDL-6100	Filing Group 1	2,755	5	\$14,128
VT	MOUNT MANSFIELD UNIFIED UNION SCHOOL DISTRICT #401	School District	5000443	MDL-3968	Filing Group 1	2,569	8	\$14,126
NY	ROCKY POINT UNION FREE SCHOOL DISTRICT	School District	3624840	MDL-10470	Filing Group 1	2,801	4	\$14,041
OK	BIXBY	School District	4004500	MDL-10388	Filing Group 2	6,560	10	\$14,015
WA	SULTAN SCHOOL DISTRICT	School District	5308550	MDL-9700	Filing Group 1	1,892	9	\$14,007
CA	CORONADO UNIFIED	School District	0609870	MDL-5658	Filing Group 1	2,608	4	\$13,996
CA	LINDEN UNIFIED	School District	0621810	JCCP-4641	Filing Group 1	2,323	6	\$13,899
NY	CARTHAGE CENTRAL SCHOOL DISTRICT	School District	3606630	MDL-5894	Filing Group 1	2,809	5	\$13,805
MN	ROCORI PUBLIC SCHOOL DISTRICT	School District	2709440	MDL-5922	Filing Group 1	2,299	6	\$13,702
ID	FREMONT COUNTY JOINT DISTRICT	School District	1601110	MDL-6380	Filing Group 1	2,147	8	\$13,647
MI	CENTER LINE PUBLIC SCHOOLS	School District	2608580	MDL-6421	Filing Group 1	2,454	6	\$13,590
AL	CLARKE COUNTY	School District	0100720	MDL-5904	Filing Group 1	2,271	7	\$13,559
AL	COFFEE COUNTY	School District	0100810	MDL-6016	Filing Group 1	2,541	4	\$13,539
WA	PULLMAN SCHOOL DISTRICT	School District	5306930	MDL-9794	Filing Group 1	2,615	6	\$13,520
TN	CHESTER COUNTY	School District	4700600	MDL-5293	Filing Group 1	2,676	6	\$13,473
IL	ARGO CHSD 217	School District	1704020	MDL-4854	Filing Group 1	1,923	1	\$13,426
VT	SOUTH BURLINGTON SUPERVISORY DISTRICT	School District	5099916	MDL-3976	Filing Group 1	2,688	5	\$13,418
TN	ELIZABETHTON	School District	4701110	MDL-5468	Filing Group 1	2,631	5	\$13,405
KY	LAWRENCE COUNTY	School District	2103240	MDL-3575	Filing Group 1	2,464	6	\$13,405

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NJ	WEST DEPTFORD TOWNSHIP SCHOOL DISTRICT	School District	3417430	MDL-5312	Filing Group 1	2,673	5	\$13,369
WA	BLAINE SCHOOL DISTRICT	School District	5300570	MDL-9797	Filing Group 1	2,164	7	\$13,339
UT	KANE DISTRICT	School District	4900480	MDL-6259	Filing Group 1	1,383	10	\$13,334
AL	FAYETTE COUNTY	School District	0101470	MDL-6041	Filing Group 1	2,178	6	\$13,326
CA	SAN LORENZO VALLEY UNIFIED	School District	0634740	JCCP-4579	Filing Group 1	2,434	5	\$13,314
OH	LOUISVILLE CITY	School District	3904987	MDL-5291	Filing Group 1	2,764	4	\$13,293
PA	RINGGOLD SD	School District	4220400	MDL-4188	Filing Group 1	2,695	4	\$13,269
WA	GRANITE FALLS SCHOOL DISTRICT	School District	5303210	MDL-9790	Filing Group 1	2,089	6	\$13,266
VT	ADDISON CENTRAL SUPERVISORY UNION	School District	5099903	MDL-3695	Filing Group 1	1,742	9	\$13,239
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION	School District	0691030	JCCP-4577	Filing Group 1	1,147	7	\$13,212
VT	FRANKLIN NORTHEAST SUPERVISORY UNION	School District	5099920	MDL-3959	Filing Group 1	1,815	9	\$13,205
IN	WESTERN SCHOOL CORPORATION	School District	1804470	MDL-9865	Filing Group 1	2,589	4	\$13,199
MI	HASTINGS AREA SCHOOL DISTRICT	School District	2617970	MDL-5797	Filing Group 1	2,537	6	\$13,198
KY	LARUE COUNTY	School District	2103180	MDL-3664	Filing Group 1	2,315	6	\$13,156
WV	LEWIS COUNTY SCHOOLS	School District	5400630	MDL-10021	Filing Group 1	2,483	6	\$13,084
IL	OAK LAWN CHSD 229	School District	1729220	MDL-4430	Filing Group 1	1,867	1	\$13,064
OH	STEUBENVILLE CITY	School District	3904482	MDL-9733	Filing Group 1	2,681	6	\$12,961
SC	SPARTANBURG 04	School District	4503570	MDL-9915	Filing Group 1	2,718	4	\$12,953
WA	GOLDENDALE SCHOOL DISTRICT	School District	5303090	MDL-9703	Filing Group 1	2,184	5	\$12,921
AL	DOTHAN CITY	School District	0101230		Filing Group 3	8,031	15	\$12,832
WA	LAKWOOD SCHOOL DISTRICT	School District	5304260	MDL-9712	Filing Group 1	2,495	5	\$12,831
CA	CYPRESS ELEMENTARY	School District	0610440	MDL-5659	Filing Group 1	3,540	6	\$12,823
ME	RSU 02	School District	2314776	MDL-9004	Filing Group 1	1,883	8	\$12,820
WI	MOUNT HOREB AREA SCHOOL DISTRICT	School District	5509990	MDL-5287	Filing Group 1	2,423	6	\$12,793
KY	ESTILL COUNTY	School District	2101760	MDL-3573	Filing Group 1	2,285	6	\$12,747
MS	JONES CO SCHOOL DIST	School District	2802280	MDL-11379	Filing Group 3	7,898	11	\$12,705
SC	ANDERSON 03	School District	4500840	MDL-5478	Filing Group 1	2,549	5	\$12,651
PA	CRESTWOOD SD	School District	4205460	MDL-10875	Filing Group 2	2,812	3	\$12,600

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VT	RUTLAND CITY SUPERVISORY DISTRICT	School District	5099940	MDL-3973	Filing Group 1	2,012	6	\$12,596
TN	MILLINGTON MUNICIPAL SCHOOLS	School District	4700150	MDL-4784	Filing Group 1	2,549	4	\$12,564
MI	EATON RAPIDS PUBLIC SCHOOLS	School District	2612690	MDL-5598	Filing Group 1	2,063	6	\$12,520
MI	DOWAGIAC UNION SCHOOL DISTRICT	School District	2612150	MDL-6385	Filing Group 1	2,105	7	\$12,488
TN	CANNON COUNTY	School District	4700450	MDL-4779	Filing Group 1	1,875	7	\$12,488
TN	LENOIR CITY	School District	4702400	MDL-10446	Filing Group 2	2,517	3	\$12,427
KY	BREATHITT COUNTY	School District	2100690	MDL-3572	Filing Group 1	1,826	6	\$12,426
MS	VICKSBURG WARREN SCHOOL DIST	School District	2804470	MDL-10405	Filing Group 3	7,133	16	\$12,404
OR	CASCADE SD 5	School District	4102780	MDL-10563	Filing Group 2	2,464	6	\$12,328
CA	BURLINGAME ELEMENTARY	School District	0606480	JCCP-4586	Filing Group 1	3,387	7	\$12,305
VT	ORANGE EAST SUPERVISORY UNION	School District	5099927	MDL-3970	Filing Group 1	1,703	7	\$12,279
DE	LAUREL SCHOOL DISTRICT	School District	1000810	MDL-9116	Filing Group 1	2,546	4	\$12,250
MI	PAW PAW PUBLIC SCHOOL DISTRICT	School District	2627660	MDL-6099	Filing Group 1	2,125	5	\$12,237
NC	WARREN COUNTY SCHOOLS	School District	3704740	MDL-9490	Filing Group 1	1,794	7	\$12,232
NY	MAINE-ENDWELL CENTRAL SCHOOL DISTRICT	School District	3618150	MDL-9976	Filing Group 1	2,483	4	\$12,224
IN	SILVER CREEK SCHOOL CORPORATION	School District	1800213	MDL-10314	Filing Group 2	2,798	4	\$12,223
KS	RENWICK	School District	2011080	MDL-3687	Filing Group 1	1,904	6	\$12,096
MI	CHELSEA SCHOOL DISTRICT	School District	2608940	MDL-5910	Filing Group 1	2,304	4	\$12,072
WA	MOUNT BAKER SCHOOL DISTRICT	School District	5305310	MDL-9787	Filing Group 1	1,729	7	\$12,056
OR	NORTH SANTIAM SD 29J	School District	4100020	MDL-10576	Filing Group 2	2,103	6	\$11,995
WA	ROCHESTER SCHOOL DISTRICT	School District	5307470	MDL-9511	Filing Group 1	2,171	5	\$11,981
ID	SHELLEY JOINT DISTRICT	School District	1602910	MDL-8981	Filing Group 1	2,248	5	\$11,966
VA	RADFORD CITY PBLC SCHS	School District	5103180	MDL-9999	Filing Group 1	2,520	4	\$11,948
DE	WOODBIDGE SCHOOL DISTRICT	School District	1001850	MDL-9534	Filing Group 1	2,478	4	\$11,910
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	School District	0691031	JCCP-4643	Filing Group 1	1,706	3	\$11,910
VT	COLCHESTER SCHOOL DISTRICT	School District	5003240	MDL-3957	Filing Group 1	2,361	5	\$11,909
VT	BARRE SUPERVISORY UNION	School District	5000007	MDL-3954	Filing Group 1	2,169	4	\$11,878
MI	BIG RAPIDS PUBLIC SCHOOLS	School District	2605780	MDL-9523	Filing Group 1	2,054	5	\$11,788

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IL	RIVERSIDE-BROOKFIELD TWP SD 208	School District	1734020	MDL-4852	Filing Group 1	1,659	1	\$11,723
SC	DORCHESTER 04	School District	4500002	MDL-9848	Filing Group 1	2,101	6	\$11,695
CA	SCOTTS VALLEY UNIFIED	School District	0600043	JCCP-4581	Filing Group 1	2,237	4	\$11,657
NJ	CINNAMINSON TOWNSHIP SCHOOL DISTRICT	School District	3403120	MDL-10392	Filing Group 2	2,621	4	\$11,606
CA	LAFAYETTE ELEMENTARY	School District	0620310	MDL-9872	Filing Group 1	3,261	5	\$11,497
AL	FAIRFIELD CITY	School District	0101440	MDL-8977	Filing Group 1	1,552	6	\$11,495
IN	CRAWFORDSVILLE COMMUNITY SCHOOLS	School District	1802460	MDL-10630	Filing Group 2	2,545	6	\$11,440
SC	CLARENDON 04	School District	4503913	MDL-9784	Filing Group 1	1,890	6	\$11,423
MI	CHIPPEWA HILLS SCHOOL DISTRICT	School District	2609560	MDL-9129	Filing Group 1	1,885	6	\$11,414
UT	BEAVER DISTRICT	School District	4900060	MDL-9135	Filing Group 1	1,566	7	\$11,372
VT	LAMOILLE NORTH MODIFIED USD #058B	School District	5000401, 50	MDL-3961	Filing Group 1	1,372	7	\$11,308
OH	MARLINGTON LOCAL	School District	3904988	MDL-9039	Filing Group 1	1,966	5	\$11,290
MI	LUDINGTON AREA SCHOOL DISTRICT	School District	2622200	MDL-9500	Filing Group 1	2,111	5	\$11,290
MI	YALE PUBLIC SCHOOLS	School District	2636600	MDL-4999	Filing Group 1	1,850	6	\$11,264
ID	TETON COUNTY DISTRICT	School District	1603180	MDL-9045	Filing Group 1	1,766	7	\$11,237
WA	NOOKSACK VALLEY SCHOOL DISTRICT	School District	5305670	MDL-9760	Filing Group 1	1,914	7	\$11,202
MI	NORTHVILLE PUBLIC SCHOOLS	School District	2625980	MDL-24987	Filing Group 3	7,050	10	\$11,167
WI	ANTIGO UNIFIED SCHOOL DISTRICT	School District	5500360	MDL-8994	Filing Group 1	1,994	5	\$11,156
WA	MERIDIAN SCHOOL DISTRICT	School District	5305010	MDL-9793	Filing Group 1	1,836	6	\$11,080
VT	GREATER RUTLAND COUNTY SUPERVISORY UNION	School District	5000405	MDL-10748	Filing Group 2	1,588	8	\$11,079
CA	PACIFIC GROVE UNIFIED	School District	0629370	JCCP-4570	Filing Group 1	1,899	5	\$11,072
PA	SOUTH BUTLER COUNTY SD	School District	4221930	MDL-3633	Filing Group 1	2,050	4	\$11,068
UT	GARFIELD DISTRICT	School District	4900300	MDL-9133	Filing Group 1	987	9	\$11,034
NY	HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT	School District	3614700	MDL-9110	Filing Group 1	2,073	4	\$11,001
CA	GOLDEN PLAINS UNIFIED	School District	0691134	JCCP-4589	Filing Group 1	1,520	6	\$10,969
TN	CROCKETT COUNTY	School District	4700850	MDL-10394	Filing Group 2	2,008	5	\$10,956
ME	RSU 11/MSAD 11	School District	2310590	MDL-4998	Filing Group 1	1,946	6	\$10,953
NY	BATAVIA CITY SCHOOL DISTRICT	School District	3603990	MDL-6393	Filing Group 1	2,175	4	\$10,947

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SC	JASPER 01	School District	4502520	MDL-10260	Filing Group 2	2,664	4	\$10,928
IN	NORTH HARRISON COM SCHOOL CORP	School District	1800690	MDL-9979	Filing Group 1	2,113	4	\$10,906
OH	CLOVERLEAF LOCAL	School District	3904848	MDL-4607	Filing Group 1	2,262	3	\$10,882
OH	WEST HOLMES LOCAL	School District	3904769	MDL-9800	Filing Group 1	1,925	6	\$10,875
NY	SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT	School District	3626840	MDL-9991	Filing Group 1	2,016	4	\$10,857
KY	MARTIN COUNTY	School District	2103840	MDL-3576	Filing Group 1	1,823	5	\$10,851
IN	LAWRENCEBURG COMMUNITY SCHOOL CORP	School District	1805700	MDL-9884	Filing Group 1	2,066	4	\$10,846
PA	GENERAL MCLANE SD	School District	4210650	MDL-6035	Filing Group 1	2,064	4	\$10,840
OH	BLOOM-CARROLL LOCAL	School District	3904686	MDL-9731	Filing Group 1	2,158	4	\$10,812
MI	SWAN VALLEY SCHOOL DISTRICT	School District	2633410	MDL-5741	Filing Group 1	1,822	5	\$10,794
UT	ASCENT ACADEMIES OF UTAH	School District	4900174	MDL-9085	Filing Group 1	2,218	4	\$10,744
IN	GREENSBURG COMMUNITY SCHOOLS	School District	1804080	MDL-9882	Filing Group 1	2,157	3	\$10,712
PA	TUNKHANNOCK AREA SD	School District	4223850	MDL-10877	Filing Group 2	2,140	5	\$10,711
VT	LAMOILLE SOUTH SUPERVISORY UNION	School District	5099926	MDL-3962	Filing Group 1	1,581	7	\$10,689
NY	CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT	School District	3618600	MDL-9034	Filing Group 1	2,134	4	\$10,672
NY	ONEIDA CITY SCHOOL DISTRICT	School District	3600013	MDL-4785	Filing Group 1	1,859	6	\$10,620
IN	GRIFFITH PUBLIC SCHOOLS	School District	1804170	MDL-5887	Filing Group 1	2,010	4	\$10,614
NM	POJOAQUE VALLEY PUBLIC SCHOOLS	School District	3502070	MDL-3628	Filing Group 1	1,792	5	\$10,607
CA	SOLANA BEACH ELEMENTARY	School District	0636990	MDL-9054	Filing Group 1	2,720	7	\$10,599
NY	MEXICO CENTRAL SCHOOL DISTRICT	School District	3619170	MDL-8570	Filing Group 1	2,001	5	\$10,569
VT	CALEDONIA CENTRAL SUPERVISORY UNION	School District	5099909	MDL-10739	Filing Group 2	1,478	7	\$10,550
NJ	MAPLE SHADE SCHOOL DISTRICT	School District	3409660	MDL-9715	Filing Group 1	2,232	4	\$10,547
KY	WOLFE COUNTY	School District	2105970	MDL-3647	Filing Group 1	1,148	7	\$10,543
MI	GOODRICH AREA SCHOOLS	School District	2616320	MDL-9509	Filing Group 1	1,918	4	\$10,536
IN	NORTHWESTERN SCHOOL CORP	School District	1802040	MDL-9868	Filing Group 1	1,821	4	\$10,506
OH	CANTON LOCAL	School District	3904983	MDL-9714	Filing Group 1	1,950	3	\$10,491
UT	SOUTH SUMMIT DISTRICT	School District	4900990	MDL-9027	Filing Group 1	1,654	6	\$10,485

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ID	SUGAR-SALEM JOINT DISTRICT	School District	1603090	MDL-8963	Filing Group 1	1,583	5	\$10,399
NY	CAMDEN CENTRAL SCHOOL DISTRICT	School District	3606240	MDL-4678	Filing Group 1	1,995	4	\$10,367
AL	LEEDS CITY	School District	0100011	MDL-9480	Filing Group 1	2,097	4	\$10,358
VT	WHITE RIVER VALLEY SUPERVISORY UNION	School District	5099930	MDL-10746	Filing Group 2	1,359	10	\$10,324
NY	WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT	School District	3630660	MDL-9994	Filing Group 1	1,702	5	\$10,297
LA	NATCHITOCHE PARISH	School District	2201140	MDL-24985	Filing Group 3	5,565	15	\$10,239
AL	TUSCUMBIA CITY	School District	0103420	MDL-6043	Filing Group 1	1,478	6	\$10,220
VT	KINGDOM EAST SUPERVISORY DISTRICT	School District	5000407	MDL-10743	Filing Group 2	1,631	7	\$10,213
MO	MOUNTAIN GROVE R-III	School District	2921510	MDL-3668	Filing Group 1	1,558	5	\$10,174
WA	HOQUIAM SCHOOL DISTRICT	School District	5303660	MDL-9525	Filing Group 1	1,578	6	\$10,169
WV	MONROE COUNTY SCHOOLS	School District	5400960	MDL-9881	Filing Group 1	1,663	5	\$10,126
IL	OTTAWA TWP HSD 140	School District	1730330	MDL-5860	Filing Group 1	1,251	2	\$10,112
WI	ASHLAND SCHOOL DISTRICT	School District	5500510	MDL-4777	Filing Group 1	1,836	4	\$10,087
NY	CHITTENANGO CENTRAL SCHOOL DISTRICT	School District	3607470	MDL-5708	Filing Group 1	1,889	4	\$10,083
VT	MISSISQUOI VALLEY SCHOOL DISTRICT (SUPERVISORY)	School District	5099921	MDL-3966	Filing Group 1	1,784	4	\$10,035
PA	SLIPPERY ROCK AREA SD	School District	4221660	MDL-3632	Filing Group 1	1,852	4	\$10,005
ME	RSU 15/MSAD 15	School District	2310710	MDL-5992	Filing Group 1	1,801	5	\$9,987
IN	SOUTHWEST SCHOOL CORPORATION	School District	1810860	MDL-9742	Filing Group 1	1,755	5	\$9,848
IN	NORTH MONTGOMERY COM SCH CORP	School District	1807900	MDL-9950	Filing Group 1	1,831	5	\$9,810
WA	LAKE CHELAN SCHOOL DISTRICT	School District	5301200	MDL-9758	Filing Group 1	1,298	6	\$9,810
IN	BENTON COMMUNITY SCHOOL CORP	School District	1800480	MDL-9875	Filing Group 1	1,641	4	\$9,805
MI	SOUTHFIELD PUBLIC SCHOOL DISTRICT	School District	2632310	MDL-0	Filing Group 3	5,150	14	\$9,783
NY	PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT	School District	3622380	MDL-5694	Filing Group 1	1,801	4	\$9,773
AZ	WHITERIVER UNIFIED DISTRICT (4394)	School District	0409160	MDL-10605	Filing Group 2	2,157	5	\$9,766
CO	ASPEN SCHOOL DISTRICT NO. 1 IN THE COUNTY OF PITKIN AND STA	School District	0802280	MDL-3606	Filing Group 1	1,594	5	\$9,744
IN	OAK HILL UNITED SCHOOL CORP	School District	1808340	MDL-9970	Filing Group 1	1,662	5	\$9,740
CA	KING CITY UNION	School District	0619680	JCCP-4560	Filing Group 1	2,555	5	\$9,728

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MI	WILLIAMSTON COMMUNITY SCHOOLS	School District	2636420	MDL-5483	Filing Group 1	1,787	4	\$9,726
ID	KIMBERLY DISTRICT	School District	1601710	MDL-5653	Filing Group 1	1,870	4	\$9,717
MS	QUITMAN SCHOOL DIST	School District	2803780	MDL-10462	Filing Group 2	1,620	6	\$9,703
MI	JACKSON ISD	Regional Education Service Agency	2680580	MDL-5831	Filing Group 1	22,067	57	\$9,667
IN	DEKALB CO EASTERN COM SCH DIST	School District	1803060	MDL-9883	Filing Group 1	1,296	5	\$9,659
NM	SOCORRO CONSOLIDATED SCHOOLS	School District	3502460	MDL-9963	Filing Group 1	1,535	6	\$9,614
IA	DECORAH COMMUNITY SCHOOL DISTRICT	School District	1908730	MDL-3611	Filing Group 1	1,665	5	\$9,589
ID	PAYETTE JOINT DISTRICT	School District	1602580	MDL-6431	Filing Group 1	1,280	6	\$9,562
ID	FILER DISTRICT	School District	1601050	MDL-6391	Filing Group 1	1,596	5	\$9,555
WI	EDGERTON SCHOOL DISTRICT	School District	5504110	MDL-5796	Filing Group 1	1,872	4	\$9,541
WA	CASCADE SCHOOL DISTRICT	School District	5300950	MDL-9699	Filing Group 1	1,257	7	\$9,519
WA	ARLINGTON SCHOOL DISTRICT	School District	5300240	MDL-10336	Filing Group 3	5,451	11	\$9,466
VT	ORLEANS CENTRAL SUPERVISORY UNION	School District	5099934	MDL-3972	Filing Group 1	1,069	7	\$9,458
ID	AMERICAN FALLS JOINT DISTRICT	School District	1600060	MDL-8531	Filing Group 1	1,521	5	\$9,429
NY	SOUTH JEFFERSON CENTRAL SCHOOL DISTRICT	School District	3602340	MDL-9060	Filing Group 1	1,759	4	\$9,420
AL	HALEYVILLE CITY	School District	0101720	MDL-6010	Filing Group 1	1,627	4	\$9,415
MI	CARO COMMUNITY SCHOOLS	School District	2608040	MDL-9018	Filing Group 1	1,475	5	\$9,401
PA	SAUCON VALLEY SD	School District	4211730	MDL-10838	Filing Group 2	1,970	3	\$9,366
NY	MALVERNE UNION FREE SCHOOL DISTRICT	School District	3618210	MDL-10227	Filing Group 1	1,724	4	\$9,362
OR	GERVAIS SD 1	School District	4100015	MDL-10572	Filing Group 2	1,507	5	\$9,356
NY	WESTHILL CENTRAL SCHOOL DISTRICT	School District	3607320	MDL-9028	Filing Group 1	1,714	4	\$9,356
MS	PASS CHRISTIAN PUBLIC SCHOOL DIST	School District	2803510	MDL-10872	Filing Group 2	1,954	4	\$9,334
VT	RUTLAND NORTHEAST SUPERVISORY UNION	School District	5099936	MDL-3974	Filing Group 1	1,472	5	\$9,296
NY	TONAWANDA CITY SCHOOL DISTRICT	School District	3628740	MDL-9078	Filing Group 1	1,717	4	\$9,285
IN	LAKE RIDGE NEW TECH SCHOOLS	School District	1805460	MDL-9722	Filing Group 1	1,643	3	\$9,280
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT	Regional Education Service Agency	2680200	MDL-5717	Filing Group 1	21,471	58	\$9,272
DE	DELMAR SCHOOL DISTRICT	School District	1000270	MDL-9041	Filing Group 1	1,365	3	\$9,253

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MI	BELDING AREA SCHOOL DISTRICT	School District	2604530	MDL-5282	Filing Group 1	1,688	4	\$9,246
NY	SCHALMONT CENTRAL SCHOOL DISTRICT	School District	3625980	MDL-4501	Filing Group 1	1,745	3	\$9,237
IN	ROCHESTER COMMUNITY SCHOOL CORP	School District	1809630	MDL-9945	Filing Group 1	1,747	4	\$9,227
WI	ALTOONA SCHOOL DISTRICT	School District	5500270	MDL-9929	Filing Group 1	1,783	4	\$9,221
ID	BEAR LAKE COUNTY DISTRICT	School District	1600240	MDL-5628	Filing Group 1	1,317	7	\$9,214
IN	GARRETT-KEYSER-BUTLER COM SCH CORP	School District	1803840	MDL-9770	Filing Group 1	1,718	3	\$9,211
NJ	DELSEA REGIONAL HIGH SCHOOL DISTRICT	School District	3415450	MDL-10421	Filing Group 2	1,488	2	\$9,187
MI	BENZIE COUNTY CENTRAL SCHOOLS	School District	2604950	MDL-9016	Filing Group 1	1,314	6	\$9,163
IN	NORTH ADAMS COMMUNITY SCHOOLS	School District	1807680	MDL-9941	Filing Group 1	1,641	3	\$9,119
MI	CORUNNA PUBLIC SCHOOLS	School District	2610860	MDL-4496	Filing Group 1	1,644	4	\$9,111
SC	LEE 01	School District	4502670	MDL-10538	Filing Group 2	1,565	6	\$9,100
NY	ONEIDA-HERKIMER-MADISON BOCES	Regional Education Service Agency	3680560	MDL-9089	Filing Group 1	21,985	47	\$9,090
NH	SANBORN REGIONAL SCHOOL DISTRICT	School District	3306080	MDL-5488	Filing Group 1	1,424	4	\$9,079
WA	NINE MILE FALLS SCHOOL DISTRICT	School District	5305640	MDL-9759	Filing Group 1	1,340	5	\$9,076
IN	PIKE COUNTY SCHOOL CORP	School District	1808900	MDL-9855	Filing Group 1	1,667	4	\$9,074
OH	SOUTHEAST LOCAL	School District	3905058	MDL-4687	Filing Group 1	1,221	6	\$9,063
MI	ESSEXVILLE-HAMPTON PUBLIC SCHOOLS	School District	2613530	MDL-4858	Filing Group 1	1,589	4	\$9,057
IN	SALEM COMMUNITY SCHOOLS	School District	1809810	MDL-9893	Filing Group 1	1,761	3	\$9,039
DE	SUSSEX TECHNICAL SCHOOL DISTRICT	School District	1001680	MDL-9476	Filing Group 1	1,239	1	\$9,013
VT	MT. ABRAHAM UNIFIED SCHOOL DISTRICT (SUPERVISORY)	School District	5099901	MDL-10745	Filing Group 2	1,428	6	\$9,005
NY	CHENANGO VALLEY CENTRAL SCHOOL DISTRICT	School District	3607290	MDL-9825	Filing Group 1	1,649	4	\$8,960
MS	JEFFERSON CO SCHOOL DIST	School District	2802220	MDL-3585	Filing Group 1	1,064	6	\$8,957
VT	FRANKLIN WEST SUPERVISORY UNION	School District	5099922	MDL-3960	Filing Group 1	1,729	4	\$8,953
OH	MINERVA LOCAL	School District	3904989	MDL-4994	Filing Group 1	1,768	3	\$8,951
CA	JEFFERSON ELEMENTARY	School District	0618840	JCCP-4638	Filing Group 1	2,236	4	\$8,939
WI	BARRON AREA SCHOOL DISTRICT	School District	5500870	MDL-5318	Filing Group 1	1,168	7	\$8,936
MI	HILLSDALE COMMUNITY SCHOOLS	School District	2618390	MDL-9698	Filing Group 1	1,328	5	\$8,909

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OH	TRIWAY LOCAL	School District	3905059	MDL-5815	Filing Group 1	1,497	4	\$8,908
NY	PHHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT	School District	3622890	MDL-8983	Filing Group 1	1,523	4	\$8,871
CA	SAN BRUNO PARK ELEMENTARY	School District	0634230	JCCP-4605	Filing Group 1	2,275	6	\$8,818
VT	SLATE VALLEY UNIFIED UNION SCHOOL DISTRICT (SUPERVISORY)	School District	5099904	MDL-3975	Filing Group 1	1,213	6	\$8,803
IN	RIVER FOREST COMMUNITY SCH CORP	School District	1804620	MDL-9956	Filing Group 1	1,584	4	\$8,778
LA	AVOYELLES PARISH	School District	2200150	MDL-25006	Filing Group 3	5,014	10	\$8,746
OR	NORTH MARION SD 15	School District	4108880	MDL-10575	Filing Group 2	1,754	4	\$8,744
NY	WINDSOR CENTRAL SCHOOL DISTRICT	School District	3602730	MDL-9997	Filing Group 1	1,606	4	\$8,728
MI	CHESANING UNION SCHOOLS	School District	2609150	MDL-5498	Filing Group 1	1,420	4	\$8,719
WI	WISCONSIN DELLS SCHOOL DISTRICT	School District	5517040	MDL-10600	Filing Group 2	1,728	5	\$8,709
VT	HARTFORD SUPERVISORY DISTRICT	School District	5099954	MDL-10742	Filing Group 2	1,441	6	\$8,676
KS	WAMEGO	School District	2000003	MDL-3688	Filing Group 1	1,577	4	\$8,655
NY	WATERLOO CENTRAL SCHOOL DISTRICT	School District	3600014	MDL-9142	Filing Group 1	1,553	4	\$8,651
DE	POLYTECH SCHOOL DISTRICT	School District	1000750	MDL-9477	Filing Group 1	1,182	1	\$8,646
WI	EAST TROY COMMUNITY SCHOOL DISTRICT	School District	5504020	MDL-5610	Filing Group 1	1,501	4	\$8,636
NY	SOUTHAMPTON UNION FREE SCHOOL DISTRICT	School District	3627540	MDL-3677	Filing Group 1	1,417	3	\$8,599
MS	GREENWOOD-LEFLORE CONS SCH DISTRICT	School District	2800198	MDL-11376	Filing Group 3	4,101	15	\$8,583
WI	LODI SCHOOL DISTRICT	School District	5508190	MDL-4867	Filing Group 1	1,491	5	\$8,568
IL	EAST ST LOUIS SD 189	School District	1713320	MDL-11362	Filing Group 3	5,004	12	\$8,515
NY	RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT	School District	3625170	MDL-10342	Filing Group 3	5,335	9	\$8,507
NY	HORNELL CITY SCHOOL DISTRICT	School District	3614820	MDL-9713	Filing Group 1	1,538	4	\$8,507
SC	CALHOUN 01	School District	4501250	MDL-5474	Filing Group 1	1,590	3	\$8,496
MI	HARTFORD PUBLIC SCHOOLS	School District	2617880	MDL-5994	Filing Group 1	1,334	4	\$8,484
MI	JONESVILLE COMMUNITY SCHOOLS	School District	2619920	MDL-9021	Filing Group 1	1,310	4	\$8,476
MI	BOYNE CITY PUBLIC SCHOOLS	School District	2606500	MDL-9820	Filing Group 1	1,270	4	\$8,469
IN	RENSSELAER CENTRAL SCHOOL CORP	School District	1809420	MDL-9817	Filing Group 1	1,477	4	\$8,464
IN	MSD BLUFFTON-HARRISON	School District	1800720	MDL-9887	Filing Group 1	1,642	3	\$8,448
MI	HARRISON COMMUNITY SCHOOLS	School District	2617820	MDL-9501	Filing Group 1	1,270	5	\$8,444

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UT	GRAND DISTRICT	School District	4900330	MDL-5623	Filing Group 1	1,414	4	\$8,441
CA	NEEDLES UNIFIED	School District	0626760	JCCP-4597	Filing Group 1	967	6	\$8,416
OK	SHAWNEE	School District	4027570	MDL-4996	Filing Group 1	3,392	7	\$8,399
WA	WHITE SALMON VALLEY SCHOOL DISTRICT	School District	5309810	MDL-9768	Filing Group 1	1,168	5	\$8,380
WI	LAKE MILLS AREA SCHOOL DISTRICT	School District	5507710	MDL-6061	Filing Group 1	1,586	3	\$8,371
NY	OGDENSBURG CITY SCHOOL DISTRICT	School District	3621660	MDL-9070	Filing Group 1	1,490	3	\$8,367
SC	GREENWOOD 52	School District	4502400	MDL-5978	Filing Group 1	1,492	4	\$8,311
OH	ORRVILLE CITY	School District	3904461	MDL-4683	Filing Group 1	1,553	4	\$8,268
PA	MOHAWK AREA SD	School District	4215540	MDL-5886	Filing Group 1	1,473	3	\$8,257
OH	AUBURN	Regional Education Service Agency	3905116	MDL-6052	Filing Group 1	20,713	40	\$8,232
WV	SUMMERS COUNTY SCHOOLS	School District	5401350	MDL-9860	Filing Group 1	1,393	5	\$8,211
WI	AMERY SCHOOL DISTRICT	School District	5500300	MDL-9925	Filing Group 1	1,447	4	\$8,210
NY	ITHACA CITY SCHOOL DISTRICT	School District	3615570	MDL-10684	Filing Group 3	5,018	12	\$8,208
ID	MOUNTAIN VIEW SCHOOL DISTRICT	School District	1600139	MDL-9067	Filing Group 1	1,115	5	\$8,187
IN	WABASH CITY SCHOOLS	School District	1812150	MDL-9821	Filing Group 1	1,551	3	\$8,177
VT	MILTON SUPERVISORY DISTRICT	School District	5099910	MDL-3965	Filing Group 1	1,534	3	\$8,158
VT	WINDHAM CENTRAL SUPERVISORY UNION	School District	5099946	MDL-3979	Filing Group 1	896	8	\$8,157
AL	ATTALLA CITY	School District	0100180	MDL-5909	Filing Group 1	1,470	3	\$8,110
PA	RIVERSIDE SD	School District	4223250	MDL-4177	Filing Group 1	1,520	3	\$8,097
ID	BOUNDARY COUNTY DISTRICT	School District	1600420	MDL-8970	Filing Group 1	1,322	5	\$8,060
MI	NEW HAVEN COMMUNITY SCHOOLS	School District	2625230	MDL-9148	Filing Group 1	1,300	4	\$8,059
IN	RANDOLPH CENTRAL SCHOOL CORP	School District	1801770	MDL-9951	Filing Group 1	1,373	5	\$8,056
NJ	BUENA REGIONAL SCHOOL DISTRICT	School District	3402400	MDL-10604	Filing Group 2	1,551	5	\$8,055
MI	MILLINGTON COMMUNITY SCHOOLS	School District	2623910	MDL-5640	Filing Group 1	1,083	5	\$8,044
TN	BLEDSON COUNTY	School District	4700270	MDL-10382	Filing Group 2	1,570	5	\$8,036
MS	YAZOO CO SCHOOL DIST	School District	2804800	MDL-5716	Filing Group 1	1,353	4	\$8,036
MS	MERIDIAN PUBLIC SCHOOLS	School District	2802910	MDL-10424; 11372	Filing Group 3	4,832	12	\$8,032
KS	SMOKY VALLEY	School District	2000002	MDL-3597	Filing Group 1	1,263	4	\$8,011

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WA	ZILLAH SCHOOL DISTRICT	School District	5310170	MDL-9177	Filing Group 1	1,274	4	\$8,004
ID	BUHL JOINT DISTRICT	School District	1600480	MDL-9104	Filing Group 1	1,219	4	\$7,983
VT	WINDHAM NORTHEAST SUPERVISORY UNION	School District	5099947	MDL-3980	Filing Group 1	1,087	6	\$7,974
MT	FRENCHTOWN K-12 SCHOOLS	School District	3011520	MDL-9780	Filing Group 1	1,345	4	\$7,969
PA	KARNS CITY AREA SD	School District	4209600	MDL-3615	Filing Group 1	1,331	3	\$7,864
OK	TAHLEQUAH	School District	4029380	MDL-10461	Filing Group 2	3,516	6	\$7,861
NY	SOLVAY UNION FREE SCHOOL DISTRICT	School District	3627150	MDL-8541	Filing Group 1	1,407	3	\$7,844
MI	DELTON KELLOGG SCHOOLS	School District	2611910	MDL-5499	Filing Group 1	1,134	4	\$7,837
PA	BROWNSVILLE AREA SD	School District	4204080	MDL-4183; 10548	Filing Group 1	1,483	3	\$7,833
WA	GRANGER SCHOOL DISTRICT	School District	5303180	MDL-9502	Filing Group 1	1,449	3	\$7,820
UT	FREEDOM PREPARATORY ACADEMY	School District	4900062	MDL-9479	Filing Group 1	2,067	2	\$7,804
OH	SANDY VALLEY LOCAL	School District	3904994	MDL-4989	Filing Group 1	1,318	3	\$7,780
NY	GOUVERNEUR CENTRAL SCHOOL DISTRICT	School District	3612360	MDL-5714	Filing Group 1	1,460	3	\$7,775
CA	IMPERIAL COUNTY OFFICE OF EDUCATION	School District	0691010	MDL-10524	Filing Group 1	725	4	\$7,768
UT	AMERICAN LEADERSHIP ACADEMY	School District	4900033	MDL-9127	Filing Group 1	1,655	1	\$7,762
OH	EDISON LOCAL	School District	3904779	MDL-10425	Filing Group 2	1,393	4	\$7,762
WV	WEBSTER COUNTY SCHOOLS	School District	5401530	MDL-9974	Filing Group 1	1,194	4	\$7,758
NY	CHENANGO FORKS CENTRAL SCHOOL DISTRICT	School District	3607260	MDL-8962	Filing Group 1	1,386	3	\$7,751
IN	UNION CO/CLG CORNER JOINT SCH DIST	School District	1811610	MDL-9898	Filing Group 1	1,315	4	\$7,685
MI	MENOMINEE AREA PUBLIC SCHOOLS	School District	2623550	MDL-9068	Filing Group 1	1,241	4	\$7,671
NY	HOLLAND PATENT CENTRAL SCHOOL DISTRICT	School District	3614580	MDL-9745	Filing Group 1	1,264	4	\$7,640
WI	PRESCOTT SCHOOL DISTRICT	School District	5512240	MDL-5315	Filing Group 1	1,274	4	\$7,627
PA	DUNMORE SD	School District	4207980	MDL-5803	Filing Group 1	1,455	2	\$7,591
MO	AVA R-I	School District	2904050	MDL-3579	Filing Group 1	1,371	3	\$7,579
NJ	WOODSTOWN-PIESGROVE REGIONAL SCHOOL DISTRICT	School District	3418330	MDL-9982	Filing Group 2	1,384	4	\$7,557
VA	SMYTH CO PBLC SCHS	School District	5103520	MDL-25055	Filing Group 3	4,109	13	\$7,553
NY	CANASTOTA CENTRAL SCHOOL DISTRICT	School District	3606390	MDL-6376	Filing Group 1	1,286	4	\$7,479
NY	DANSVILLE CENTRAL SCHOOL DISTRICT	School District	3608790	MDL-5830	Filing Group 1	1,360	3	\$7,470

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NJ	HACKENSACK SCHOOL DISTRICT	School District	3406270	MDL-10408	Filing Group 3	4,946	6	\$7,448
MI	MERIDIAN PUBLIC SCHOOLS	School District	2623580	MDL-5397	Filing Group 1	1,314	3	\$7,442
NY	GENERAL BROWN CENTRAL SCHOOL DISTRICT	School District	3611910	MDL-9006	Filing Group 1	1,367	3	\$7,437
ID	WEST BONNER COUNTY DISTRICT	School District	1600001	MDL-5652	Filing Group 1	955	5	\$7,437
IN	PRAIRIE HEIGHTS COMMUNITY SCH CORP	School District	1809300	MDL-9539	Filing Group 1	1,329	3	\$7,407
VT	ORANGE SOUTHWEST SUPERVISORY UNION	School District	5099928	MDL-3971	Filing Group 1	846	5	\$7,384
IN	NORTHEASTERN WAYNE SCHOOLS	School District	1808190	MDL-9897	Filing Group 1	1,331	3	\$7,379
NY	PENN YAN CENTRAL SCHOOL DISTRICT	School District	3622740	MDL-6132	Filing Group 1	1,314	3	\$7,377
CA	OAK PARK UNIFIED	School District	0627850	MDL-25279	Filing Group 3	4,355	7	\$7,373
IN	LINTON-STOCKTON SCHOOL CORPORATION	School District	1805910	MDL-9943	Filing Group 1	1,349	3	\$7,373
ID	ST MARIES JOINT DISTRICT	School District	1603060	MDL-9061	Filing Group 1	896	5	\$7,372
RI	NARRAGANSETT	School District	4400660	MDL-9798	Filing Group 1	1,221	3	\$7,371
OH	NORWAYNE LOCAL	School District	3905056	MDL-4936	Filing Group 1	1,345	3	\$7,345
OH	FAIRLESS LOCAL	School District	3904984	MDL-4992	Filing Group 1	1,337	3	\$7,310
CA	ROSS VALLEY ELEMENTARY	School District	0600006	JCCP-4603	Filing Group 1	1,764	5	\$7,293
ID	GOODING JOINT DISTRICT	School District	1601260	MDL-8547	Filing Group 1	1,295	3	\$7,287
RI	CUMBERLAND	School District	4400270	MDL-24977	Filing Group 3	4,602	9	\$7,235
VT	TWO RIVERS SUPERVISORY UNION	School District	5000385	MDL-3978	Filing Group 1	898	5	\$7,187
IN	ADAMS CENTRAL COMMUNITY SCHOOLS	School District	1800060	MDL-9983	Filing Group 1	1,341	3	\$7,179
MI	MANISTEE AREA PUBLIC SCHOOLS	School District	2622410	MDL-9735	Filing Group 1	1,298	3	\$7,170
OH	CHIPPEWA LOCAL	School District	3905053	MDL-4528	Filing Group 1	1,244	3	\$7,138
VT	MONTPELIER ROXBURY SUPERVISORY DISTRICT	School District	5000406	MDL-3967	Filing Group 1	1,192	4	\$7,137
NY	EDEN CENTRAL SCHOOL DISTRICT	School District	3610170	MDL-6386	Filing Group 1	1,320	3	\$7,099
AL	MIDFIELD CITY	School District	0102350	MDL-6105	Filing Group 1	1,022	4	\$7,095
NY	POTSDAM CENTRAL SCHOOL DISTRICT	School District	3623670	MDL-5926	Filing Group 1	1,286	3	\$7,087
MA	BARNSTABLE	School District	2502310	MDL-10404	Filing Group 3	4,702	9	\$7,070
MI	CENTREVILLE PUBLIC SCHOOLS	School District	2608670	MDL-6364	Filing Group 1	831	4	\$7,065
TN	ONEIDA	School District	4703300	MDL-4934	Filing Group 1	1,284	3	\$7,055

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WA	CHIMACUM SCHOOL DISTRICT	School District	5301290	MDL-9504	Filing Group 1	733	5	\$7,046
MI	LAWTON COMMUNITY SCHOOL DISTRICT	School District	2621240	MDL-5718	Filing Group 1	973	4	\$7,042
MI	FARWELL AREA SCHOOLS	School District	2614100	MDL-4498	Filing Group 1	1,003	4	\$7,040
VT	MILL RIVER UNIFIED UNION SUPERVISORY DISTRICT	School District	5099933	MDL-3964	Filing Group 1	814	5	\$7,024
AL	ATHENS CITY	School District	0100120	MDL-10852	Filing Group 3	4,538	8	\$7,005
NY	ADIRONDACK CENTRAL SCHOOL DISTRICT	School District	3605040	MDL-5918	Filing Group 1	1,155	4	\$6,991
OH	NORTHWESTERN LOCAL	School District	3910033	MDL-4539	Filing Group 1	1,272	3	\$6,986
WI	BLOOMER SCHOOL DISTRICT	School District	5501350	MDL-9924	Filing Group 1	1,259	3	\$6,986
IN	NORTH CENTRAL PARKE COMM SCHL CORP	School District	1800118	MDL-9948	Filing Group 1	1,185	4	\$6,976
OH	LIBERTY LOCAL	School District	3905019	MDL-4885	Filing Group 1	1,249	3	\$6,973
MI	GALESBURG-AUGUSTA COMMUNITY SCHOOLS	School District	2615450	MDL-9819	Filing Group 1	974	4	\$6,947
MS	WEST BOLIVAR CONS SCHOOL DIST	School District	2800185	MDL-10870	Filing Group 2	993	4	\$6,944
PA	BRENTWOOD BOROUGH SD	School District	4204140	MDL-4182; 10552	Filing Group 1	1,124	4	\$6,935
AL	WINFIELD CITY	School District	0103540	MDL-6373	Filing Group 1	1,280	3	\$6,932
OR	SHERIDAN SD 48J	School District	4111220	MDL-10806	Filing Group 2	927	4	\$6,925
OH	TUSLAW LOCAL	School District	3904995	MDL-4990	Filing Group 1	1,252	3	\$6,915
ID	HOMEDALE JOINT DISTRICT	School District	1601470	MDL-6390	Filing Group 1	1,220	3	\$6,908
NY	LOWVILLE ACADEMY & CENTRAL SCHOOL DISTRICT	School District	3617820	MDL-5713	Filing Group 1	1,242	3	\$6,902
IN	CENTRAL NOBLE COM SCHOOL CORP	School District	1801710	MDL-9877	Filing Group 1	1,249	3	\$6,899
WI	SAINT FRANCIS SCHOOL DISTRICT	School District	5513260	MDL-6066	Filing Group 1	1,045	3	\$6,891
MI	EAST CHINA SCHOOL DISTRICT	School District	2612420	MDL-25047	Filing Group 3	3,820	9	\$6,879
VT	SPRINGFIELD SUPERVISORY DISTRICT	School District	5099956	MDL-3977	Filing Group 1	1,169	4	\$6,853
KY	MENIFEE COUNTY	School District	2104080	MDL-3621	Filing Group 1	929	4	\$6,852
WV	POCAHONTAS COUNTY SCHOOLS	School District	5401140	MDL-9910	Filing Group 1	961	5	\$6,829
OH	WOOD COUNTY ESC	Regional Education Service Agency	3905066	MDL-4690	Filing Group 1	16,934	36	\$6,800
VT	WINDSOR SOUTHEAST SUPERVISORY UNION	School District	5099952	MDL-10747	Filing Group 2	1,228	4	\$6,759
IN	SOUTH ADAMS SCHOOLS	School District	1810260	MDL-9986	Filing Group 1	1,235	3	\$6,747

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WI	ELK MOUND AREA SCHOOL DISTRICT	School District	5504230	MDL-9911	Filing Group 1	1,197	3	\$6,739
NY	WEST GENESEE CENTRAL SCHOOL DISTRICT	School District	3630630	MDL-10345	Filing Group 3	4,355	7	\$6,721
NY	SOUTHWESTERN CENTRAL SCHOOL DISTRICT AT JAMESTOWN	School District	3627660	MDL-10453	Filing Group 2	1,324	3	\$6,699
WI	TOMAHAWK SCHOOL DISTRICT	School District	5514940	MDL-5616	Filing Group 1	1,145	3	\$6,693
WI	STANLEY-BOYD AREA SCHOOL DISTRICT	School District	5514430	MDL-9904	Filing Group 1	1,092	4	\$6,683
IN	PERRY CENTRAL COM SCHOOLS CORP	School District	1801740	MDL-10308	Filing Group 1	1,267	2	\$6,667
NY	AUBURN CITY SCHOOL DISTRICT	School District	3603480	MDL-10377	Filing Group 3	4,017	7	\$6,663
NY	CANTON CENTRAL SCHOOL DISTRICT	School District	3606470	MDL-9082	Filing Group 1	1,169	3	\$6,650
NY	SAINT LAWRENCE-LEWIS BOCES	Regional Education Service Agency	3680740	MDL-6461	Filing Group 1	14,438	39	\$6,648
WI	SPOONER AREA SCHOOL DISTRICT	School District	5514220	MDL-9905	Filing Group 1	1,021	4	\$6,617
CA	THERMALITO UNION ELEMENTARY	School District	0639180	MDL-8539	Filing Group 1	1,507	5	\$6,599
MI	PONTIAC CITY SCHOOL DISTRICT	School District	2628740	MDL-25041	Filing Group 3	3,719	10	\$6,590
CA	ALPINE UNION ELEMENTARY	School District	0602100	MDL-9001	Filing Group 1	1,532	5	\$6,584
PA	LAUREL SD	School District	4213380	MDL-4892	Filing Group 1	1,021	3	\$6,582
PA	MONITEAU SD	School District	4217100	MDL-3623	Filing Group 1	1,202	2	\$6,572
PA	NESHANNOCK TOWNSHIP SD	School District	4216440	MDL-3577	Filing Group 1	1,216	2	\$6,572
OH	GREEN LOCAL	School District	3905055	MDL-5158	Filing Group 1	1,103	3	\$6,569
UT	NORTH SUMMIT DISTRICT	School District	4900690	MDL-8992	Filing Group 1	1,034	4	\$6,544
AL	SHEFFIELD CITY	School District	0103000	MDL-6042	Filing Group 1	1,019	4	\$6,540
NY	SIDNEY CENTRAL SCHOOL DISTRICT	School District	3626850	MDL-5823	Filing Group 1	1,050	3	\$6,529
NY	CLINTON CENTRAL SCHOOL DISTRICT	School District	3607770	MDL-10401	Filing Group 2	1,270	3	\$6,527
MI	JACKSON ISD	School District	2680580	MDL-5831	Filing Group 1	776	5	\$6,516
CA	AROMAS - SAN JUAN UNIFIED	School District	0691136	JCCP-4583	Filing Group 1	1,017	3	\$6,492
AL	DALEVILLE CITY	School District	0101080	MDL-5907	Filing Group 1	1,138	3	\$6,407
NY	MOUNT MARKHAM CENTRAL SCHOOL DISTRICT	School District	3630930	MDL-5924	Filing Group 1	1,069	3	\$6,407
PA	WILMINGTON AREA SD	School District	4226520	MDL-3646	Filing Group 1	1,030	3	\$6,354
MS	ITAWAMBA COUNTY SCHOOL DIST	School District	2802100	MDL-10422	Filing Group 3	3,318	8	\$6,353

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NY	FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT	School District	3618330	MDL-10379	Filing Group 3	4,048	6	\$6,332
NY	WILLIAMSON CENTRAL SCHOOL DISTRICT	School District	3631440	MDL-5825	Filing Group 1	1,057	3	\$6,317
CO	TELLURIDE SCHOOL DISTRICT NO. R-1	School District	0806870	MDL-3636	Filing Group 1	867	4	\$6,310
NV	LANDER COUNTY SCHOOL DISTRICT	School District	3200240	MDL-9980	Filing Group 2	1,025	4	\$6,307
ID	WENDELL DISTRICT	School District	1603360	MDL-5627	Filing Group 1	1,097	3	\$6,306
MI	PINE RIVER AREA SCHOOLS	School District	2628200	MDL-6382	Filing Group 1	1,020	3	\$6,300
ID	SALMON DISTRICT	School District	1602850	MDL-5935	Filing Group 1	686	4	\$6,296
WA	TOLEDO SCHOOL DISTRICT	School District	5308910	MDL-3684	Filing Group 1	789	4	\$6,296
MS	ALCORN SCHOOL DIST	School District	2800390	MDL-10757	Filing Group 3	3,077	10	\$6,284
KS	CONCORDIA	School District	2005100	MDL-3580	Filing Group 1	1,094	3	\$6,238
IN	SHERIDAN COMMUNITY SCHOOLS	School District	1806480	MDL-9936	Filing Group 1	1,037	3	\$6,227
WV	CALHOUN COUNTY SCHOOLS	School District	5400210	MDL-9863	Filing Group 1	888	4	\$6,215
IN	SMITH-GREEN COMMUNITY SCHOOLS	School District	1810230	MDL-9538	Filing Group 1	1,182	2	\$6,206
WA	KALAMA SCHOOL DISTRICT	School District	5303810	MDL-9818	Filing Group 1	1,035	3	\$6,201
NY	EAST GREENBUSH CENTRAL SCHOOL DISTRICT	School District	3609630	MDL-10378	Filing Group 3	4,010	7	\$6,182
MI	BLOOMINGDALE PUBLIC SCHOOL DISTRICT	School District	2606270	MDL-5795	Filing Group 1	1,121	3	\$6,159
WI	BELLEVILLE SCHOOL DISTRICT	School District	5500990	MDL-4939	Filing Group 1	932	3	\$6,131
MI	CAPAC COMMUNITY SCHOOLS	School District	2607800	MDL-5308	Filing Group 1	784	3	\$6,125
NY	HORSEHEADS CENTRAL SCHOOL DISTRICT	School District	3614850	MDL-10357	Filing Group 3	3,866	7	\$6,125
WI	NEW GLARUS SCHOOL DISTRICT	School District	5510500	MDL-5001	Filing Group 1	1,023	3	\$6,119
WV	TUCKER COUNTY SCHOOLS	School District	5401410	MDL-3685	Filing Group 1	929	3	\$6,114
MI	HOMER COMMUNITY SCHOOL DISTRICT	School District	2618540	MDL-9020	Filing Group 1	1,012	3	\$6,113
OH	RITTMAN EXEMPTED VILLAGE	School District	3910028	MDL-4684	Filing Group 1	928	4	\$6,109
NY	OSWEGO CITY SCHOOL DISTRICT	School District	3622050	MDL-10368	Filing Group 3	3,537	7	\$6,106
VT	ADDISON NORTHWEST SUPERVISORY UNION	School District	5099902	MDL-3953	Filing Group 1	914	3	\$6,105
MI	OSCODA AREA SCHOOLS	School District	2626970	MDL-4613	Filing Group 1	1,149	2	\$6,101
OH	WAYNE COUNTY JVSD	Regional Education Service Agency	3905171	MDL-4933	Filing Group 1	14,526	38	\$6,095

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OH	STARK COUNTY AREA	Regional Education Service Agency	3906202	MDL-8980	Filing Group 1	16,268	27	\$6,088
ID	PARMA DISTRICT	School District	1602550	MDL-6432	Filing Group 1	1,009	3	\$6,074
OH	ROOTSTOWN LOCAL	School District	3904921	MDL-5414	Filing Group 1	990	3	\$6,053
MI	EAST JACKSON COMMUNITY SCHOOLS	School District	2612540	MDL-4991	Filing Group 1	787	3	\$6,037
MS	AMITE COUNTY SCHOOL DISTRICT	School District	2800420	MDL-9890	Filing Group 1	816	3	\$6,037
OK	NOBLE	School District	4021630	MDL-10447	Filing Group 2	2,777	5	\$6,031
MI	UNION CITY COMMUNITY SCHOOLS	School District	2634410	MDL-5502	Filing Group 1	984	3	\$6,025
MI	PERRY PUBLIC SCHOOLS	School District	2627900	MDL-5599	Filing Group 1	957	3	\$6,020
MI	MCBAIN RURAL AGRICULTURAL SCHOOLS	School District	2623310	MDL-6261	Filing Group 1	1,007	3	\$6,005
IN	MONROE CENTRAL SCHOOL CORP	School District	1807080	MDL-9869	Filing Group 1	1,096	2	\$5,987
NY	MADISON-ONEIDA BOCES	Regional Education Service Agency	3680480	MDL-6145	Filing Group 1	14,270	35	\$5,976
OK	WOODWARD	School District	4033180	MDL-10606	Filing Group 2	2,497	7	\$5,967
NY	SODUS CENTRAL SCHOOL DISTRICT	School District	3627120	MDL-5832	Filing Group 1	1,016	3	\$5,960
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY	Regional Education Service Agency	2680100	MDL-25020	Filing Group 3	13,664	38	\$5,947
OR	SISTERS SD 6	School District	4111490	MDL-10580	Filing Group 2	1,070	3	\$5,947
OH	BLACK RIVER LOCAL	School District	3904846	MDL-6076	Filing Group 1	972	3	\$5,928
PA	SHENANGO AREA SD	School District	4221510	MDL-9938	Filing Group 1	1,065	2	\$5,927
CA	SAN MATEO COUNTY OFFICE OF EDUCATION	School District	0691033	MDL-3673	Filing Group 1	143	5	\$5,919
OH	DALTON LOCAL	School District	3905054	MDL-8574	Filing Group 1	941	3	\$5,900
NY	BRASHER FALLS CENTRAL SCHOOL DISTRICT	School District	3627960	MDL-6055	Filing Group 1	989	3	\$5,889
NY	NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT	School District	3621360	MDL-9749	Filing Group 1	950	3	\$5,889
NY	SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT	School District	3600002	MDL-8540	Filing Group 1	953	3	\$5,876
TN	HICKMAN COUNTY	School District	4701860	MDL-10426	Filing Group 3	3,233	9	\$5,858
MS	NATCHEZ-ADAMS SCHOOL DISTRICT	School District	2803030	MDL-11374	Filing Group 3	2,772	10	\$5,845
IL	CAHOKIA CUSD 187	School District	1708040	MDL-11363	Filing Group 3	3,187	11	\$5,845
NY	LYONS CENTRAL SCHOOL DISTRICT	School District	3618030	MDL-5814	Filing Group 1	896	3	\$5,838
WA	CLE ELUM-ROSLYN SCHOOL DISTRICT	School District	5301350	MDL-10403	Filing Group 2	848	4	\$5,827

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OH	NEWCOMERSTOWN EXEMPTED VILLAGE	School District	3904554	MDL-6053	Filing Group 1	885	4	\$5,763
MS	ABERDEEN SCHOOL DIST	School District	2800360	MDL-10568	Filing Group 2	1,066	3	\$5,745
MI	MANTON CONSOLIDATED SCHOOLS	School District	2622500	MDL-9058	Filing Group 1	943	3	\$5,724
CA	TWIN HILLS UNION ELEMENTARY	School District	0640230	MDL-10465	Filing Group 2	1,101	4	\$5,706
IN	SOUTHEAST FOUNTAIN SCHOOL CORP	School District	1810620	MDL-9879	Filing Group 1	1,024	2	\$5,697
NY	WESTMORELAND CENTRAL SCHOOL DISTRICT	School District	3631050	MDL-9032	Filing Group 1	868	3	\$5,689
NY	FRANKFORT-SCHUYLER CENTRAL SCHOOL DISTRICT	School District	3611400	MDL-5911	Filing Group 1	892	3	\$5,679
PA	WALLINGFORD-SWARTHMORE SD	School District	4224790	MDL-25024	Filing Group 3	3,756	5	\$5,673
LA	RICHLAND PARISH	School District	2201350	MDL-24990	Filing Group 3	2,696	11	\$5,673
NY	LAFAYETTE CENTRAL SCHOOL DISTRICT	School District	3616410	MDL-5923	Filing Group 1	812	3	\$5,662
IN	NORTHEAST SCHOOL CORP	School District	1808160	MDL-9823	Filing Group 1	783	3	\$5,651
NY	DOLGEVILLE CENTRAL SCHOOL DISTRICT	School District	3600001	MDL-9079	Filing Group 1	808	3	\$5,641
MS	COVINGTON COUNTY SCHOOL DISTRICT	School District	2801290	MDL-11375	Filing Group 3	2,579	10	\$5,625
SC	GREENWOOD 51	School District	4502370	MDL-4632	Filing Group 1	934	3	\$5,623
LA	GRANT PARISH	School District	2200690		Filing Group 3	2,914	8	\$5,617
OK	ELGIN	School District	4010710	MDL-4997	Filing Group 1	2,306	3	\$5,602
NY	EAST BLOOMFIELD CENTRAL SCHOOL DISTRICT	School District	3604920	MDL-6056	Filing Group 1	851	3	\$5,599
OK	NEWCASTLE	School District	4021510	MDL-5162	Filing Group 1	2,292	4	\$5,591
MI	MANCHESTER COMMUNITY SCHOOLS	School District	2622380	MDL-9053	Filing Group 1	811	3	\$5,584
MI	BEAVERTON SCHOOLS	School District	2604440	MDL-9105	Filing Group 1	950	2	\$5,572
MI	EVART PUBLIC SCHOOLS	School District	2613560	MDL-9002	Filing Group 1	871	3	\$5,569
IN	PIONEER REGIONAL SCHOOL CORP	School District	1808940	MDL-9940	Filing Group 1	960	2	\$5,568
UT	HAWTHORN ACADEMY	School District	4900137	MDL-9710	Filing Group 1	1,314	2	\$5,564
MI	GRATIOT-ISABELLA RESD	Regional Education Service Agency	2680460	MDL-5479	Filing Group 1	11,727	40	\$5,561
OH	OSNABURG LOCAL	School District	3904991	MDL-5303	Filing Group 1	878	3	\$5,558
CA	KEYES UNION	School District	0619620	JCCP-4592	Filing Group 1	1,103	3	\$5,554
WA	WASHOUGAL SCHOOL DISTRICT	School District	5309540	MDL-10681	Filing Group 3	3,001	9	\$5,551
WI	AUGUSTA SCHOOL DISTRICT	School District	5500630	MDL-9920	Filing Group 1	579	4	\$5,545

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OK	CHICKASHA	School District	4007560	MDL-4780	Filing Group 1	2,050	5	\$5,534
NY	CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL DISTRICT	School District	3600024	MDL-9035	Filing Group 1	878	3	\$5,534
NY	THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT	School District	3607650	MDL-8941	Filing Group 1	777	4	\$5,522
PA	KISKI AREA SD	School District	4212840	MDL-10589	Filing Group 3	3,461	6	\$5,522
NY	DELAWARE-CHENANGO-MADISON-OTSEGO BOCES	Regional Education Service Agency	3680260	MDL-8940	Filing Group 1	11,463	39	\$5,508
IN	WESTERN WAYNE SCHOOLS	School District	1813050	MDL-9901	Filing Group 1	843	3	\$5,489
WA	KITTITAS SCHOOL DISTRICT	School District	5304050	MDL-9031	Filing Group 1	646	4	\$5,478
WI	PARKVIEW SCHOOL DISTRICT	School District	5511130	MDL-5000	Filing Group 1	810	3	\$5,468
PA	BURGETTSTOWN AREA SD	School District	4204500	MDL-4184	Filing Group 1	1,021	2	\$5,430
MI	ROSCOMMON AREA PUBLIC SCHOOLS	School District	2615830	MDL-9015	Filing Group 1	789	3	\$5,418
MI	MARCELLUS COMMUNITY SCHOOLS	School District	2622740	MDL-5603	Filing Group 1	651	3	\$5,418
OR	YAMHILL CARLTON SD 1	School District	4100016	MDL-10583	Filing Group 2	1,039	3	\$5,387
WA	DIERINGER SCHOOL DISTRICT	School District	5302130	MDL-9907	Filing Group 1	1,381	3	\$5,376
OR	DAYTON SD 8	School District	4103990	MDL-10535	Filing Group 2	938	3	\$5,370
ID	MARSING JOINT DISTRICT	School District	1601980	MDL-8964	Filing Group 1	851	3	\$5,356
NY	ONONDAGA CENTRAL SCHOOL DISTRICT	School District	3621810	MDL-6013	Filing Group 1	842	3	\$5,354
MN	LONG PRAIRIE-GREY EAGLE SCHOOL DIST	School District	2700109	MDL-9062	Filing Group 1	930	2	\$5,347
MI	NEW LOTHROP AREA PUBLIC SCHOOLS	School District	2625290	MDL-4940	Filing Group 1	896	2	\$5,325
PA	WEST MIDDLESEX AREA SD	School District	4225650	MDL-3645	Filing Group 1	784	3	\$5,291
ID	MELBA JOINT DISTRICT	School District	1602070	MDL-9050	Filing Group 1	872	2	\$5,289
WI	CRANDON SCHOOL DISTRICT	School District	5502910	MDL-9781	Filing Group 1	850	3	\$5,281
NY	BEAVER RIVER CENTRAL SCHOOL DISTRICT	School District	3604200	MDL-5890	Filing Group 1	808	3	\$5,248
KS	LYONS	School District	2009030	MDL-3691	Filing Group 1	738	4	\$5,243
WI	DEERFIELD COMMUNITY SCHOOL DISTRICT	School District	5503270	MDL-6064	Filing Group 1	726	3	\$5,217
NJ	BURLINGTON TOWNSHIP SCHOOL DISTRICT	School District	3402460	MDL-10517	Filing Group 3	3,484	4	\$5,209
NY	CATO-MERIDIAN CENTRAL SCHOOL DISTRICT	School District	3606690	MDL-5893	Filing Group 1	891	2	\$5,205
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT	School District	2680200	MDL-5717	Filing Group 1	791	3	\$5,203

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ID	WEST JEFFERSON DISTRICT	School District	1603400	MDL-9011	Filing Group 1	611	4	\$5,181
ID	WEST SIDE JOINT DISTRICT	School District	1603420	MDL-5937	Filing Group 1	779	3	\$5,180
IN	WHITE RIVER VALLEY SCHOOL DISTRICT	School District	1800008	MDL-9937	Filing Group 1	790	3	\$5,171
NJ	BARNEGAT TOWNSHIP SCHOOL DISTRICT	School District	3416470	MDL-10427	Filing Group 3	3,387	6	\$5,167
NY	BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT	School District	3603810	MDL-5712	Filing Group 1	783	3	\$5,167
NY	RANDOLPH CENTRAL SCHOOL DISTRICT	School District	3624090	MDL-9808	Filing Group 1	877	2	\$5,151
WI	DURAND-ARKANSAW SCHOOL DISTRICT	School District	5503840	MDL-4781	Filing Group 1	965	2	\$5,135
OK	TUTTLE	School District	4030420	MDL-5738	Filing Group 1	1,843	5	\$5,123
MS	HOLMES COUNTY CONSOLIDATED SD	School District	2800195	MDL-24981	Filing Group 3	2,641	9	\$5,120
CA	NORTH VALLEY MILITARY INST COLLEGE ACAD DISTRICT	School District	0601564	JCCP-4568	Filing Group 1	732	1	\$5,074
NY	TOMPKINS-SENECA-TIOGA BOCES	Regional Education Service Agency	3680900	MDL-10375	Filing Group 3	11,689	33	\$5,053
WA	REPUBLIC SCHOOL DISTRICT	School District	5307260	MDL-9763	Filing Group 1	408	4	\$5,036
WA	CONCRETE SCHOOL DISTRICT	School District	5301660	MDL-3656	Filing Group 1	506	4	\$5,005
WI	DARLINGTON COMMUNITY SCHOOL DISTRICT	School District	5503150	MDL-9913	Filing Group 1	853	2	\$5,000
NY	NEWFIELD CENTRAL SCHOOL DISTRICT	School District	3620790	MDL-9009	Filing Group 1	723	3	\$4,999
VT	WINOOSKI SUPERVISORY DISTRICT	School District	5099917	MDL-3982	Filing Group 1	791	3	\$4,954
OH	SIDNEY CITY	School District	3910003	MDL-10523	Filing Group 3	3,246	6	\$4,947
IN	COWAN COMMUNITY SCHOOL CORP	School District	1807020	MDL-9864	Filing Group 1	805	2	\$4,942
VT	WINDHAM SOUTHWEST SUPERVISORY UNION	School District	5099949	MDL-10749	Filing Group 2	562	5	\$4,902
MI	HAMILTON COMMUNITY SCHOOLS	School District	2617400	MDL-24980	Filing Group 3	2,759	7	\$4,897
OR	WILLAMINA SD 30J	School District	4113350	MDL-10582	Filing Group 2	840	3	\$4,873
NY	CANANDAIGUA CITY SCHOOL DISTRICT	School District	3606330	MDL-10364	Filing Group 3	3,300	3	\$4,868
WI	WILLIAMS BAY SCHOOL DISTRICT	School District	5516740	MDL-4868	Filing Group 1	693	3	\$4,864
MI	JOHANNESBURG-LEWISTON AREA SCHOOLS	School District	2619890	MDL-5719	Filing Group 1	700	3	\$4,838
MA	FALMOUTH	School District	2504860	MDL-10416	Filing Group 3	3,025	7	\$4,835
WI	CUBA CITY SCHOOL DISTRICT	School District	5503030	MDL-5571	Filing Group 1	655	3	\$4,808
OK	HILLDALE	School District	4014520	MDL-9814	Filing Group 1	1,936	3	\$4,760

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TN	JOHNSON COUNTY	School District	4702160	MDL-10677	Filing Group 3	2,284	8	\$4,746
OR	JEFFERSON SD 14J	School District	4106710	MDL-10570	Filing Group 2	782	3	\$4,722
MS	SOUTH TIPPAH SCHOOL DIST	School District	2804110	MDL-10312	Filing Group 3	2,494	6	\$4,721
MS	OKOLONA SEPARATE SCHOOL DIST	School District	2803390	MDL-10544	Filing Group 2	546	4	\$4,718
MI	CHARLOTTE PUBLIC SCHOOLS	School District	2608770	MDL-24976	Filing Group 3	2,400	8	\$4,716
AZ	RIVERSIDE ELEMENTARY DISTRICT (4257)	School District	0407020	MDL-3671	Filing Group 1	781	4	\$4,677
ID	RIRIE JOINT DISTRICT	School District	1602790	MDL-9059	Filing Group 1	713	2	\$4,672
UT	TINTIC DISTRICT	School District	4901020	MDL-8990	Filing Group 1	220	5	\$4,667
UT	RICH DISTRICT	School District	4900840	MDL-8995	Filing Group 1	491	5	\$4,661
IN	LANESVILLE COMMUNITY SCHOOL CORP	School District	1803720	MDL-9726	Filing Group 1	722	2	\$4,579
MI	KALEVA NORMAN DICKSON SCHOOL DISTRICT	School District	2620010	MDL-9013	Filing Group 1	540	3	\$4,574
MI	WHITTEMORE-PRESCOTT AREA SCHOOLS	School District	2636390	MDL-9125	Filing Group 1	711	2	\$4,570
AZ	MAMMOTH-SAN MANUEL UNIFIED DISTRICT (4439)	School District	0404570	MDL-9971	Filing Group 1	522	3	\$4,565
NY	KENDALL CENTRAL SCHOOL DISTRICT	School District	3616200	MDL-5799	Filing Group 1	706	2	\$4,564
CA	MCCABE UNION ELEMENTARY	School District	0624180	JCCP-4594	Filing Group 1	1,312	1	\$4,525
NJ	LUMBERTON TOWNSHIP BOARD OF EDUCATION	School District	3409180	MDL-9498	Filing Group 1	1,041	3	\$4,522
MI	READING COMMUNITY SCHOOLS	School District	2629400	MDL-9074	Filing Group 1	689	2	\$4,519
MI	MEMPHIS COMMUNITY SCHOOLS	School District	2623490	MDL-9003	Filing Group 1	771	2	\$4,518
PA	INDIANA AREA SD	School District	4212150	MDL-10592	Filing Group 3	2,736	6	\$4,499
NY	ALEXANDER CENTRAL SCHOOL DISTRICT	School District	3602580	MDL-9066	Filing Group 1	736	2	\$4,492
NJ	RANCOCAS VALLEY REGIONAL HIGH SCHOOL DISTRICT	School District	3413620	MDL-10899	Filing Group 3	2,051	1	\$4,489
OH	HICKSVILLE EXEMPTED VILLAGE	School District	3904541	MDL-10436	Filing Group 2	860	2	\$4,483
MI	SHIAWASSEE REGIONAL ESD	Regional Education Service Agency	2680975	MDL-8978	Filing Group 1	10,097	27	\$4,467
UT	WAYNE DISTRICT	School District	4901170	MDL-6477	Filing Group 1	459	4	\$4,465
NY	OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT	School District	3621510	MDL-9734	Filing Group 1	780	2	\$4,460
MI	WHITMORE LAKE PUBLIC SCHOOL DISTRICT	School District	2636330	MDL-6445	Filing Group 1	688	2	\$4,459
PA	GREATER JOHNSTOWN SD	School District	4210950	MDL-10506	Filing Group 3	2,881	4	\$4,458

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NM	LOGAN MUNICIPAL SCHOOLS	School District	3501590	MDL-6084	Filing Group 1	304	4	\$4,457
MI	CLIMAX-SCOTTS COMMUNITY SCHOOLS	School District	2610020	MDL-6270	Filing Group 1	499	3	\$4,432
IN	CULVER COMMUNITY SCHOOLS CORP	School District	1802520	MDL-9958	Filing Group 1	758	2	\$4,406
OH	BROWN LOCAL	School District	3904617	MDL-6077	Filing Group 1	606	3	\$4,406
LA	POINTE COUPEE PARISH	School District	2201260	MDL-24989	Filing Group 3	2,722	5	\$4,396
OK	BRIDGE CREEK	School District	4005400	MDL-9975	Filing Group 1	1,671	4	\$4,395
IN	SOUTH HENRY SCHOOL CORP	School District	1810380	MDL-9880	Filing Group 1	724	2	\$4,387
MS	CHICKASAW COUNTY SCHOOL DISTRICT	School District	2800200	MDL-10513	Filing Group 3	2,211	7	\$4,364
NY	MASSENA CENTRAL SCHOOL DISTRICT	School District	3618660	MDL-10362	Filing Group 3	2,472	5	\$4,363
WA	TOUTLE LAKE SCHOOL DISTRICT	School District	5309030	MDL-9737	Filing Group 1	671	2	\$4,362
CA	CHAMPS - CHARTER HS OF ARTS-MULTIMEDIA & PERFORMING DISTRICT	School District	0601580	MDL-10409	Filing Group 2	589	1	\$4,339
IN	MSD SHAKAMAK SCHOOLS	School District	1810110	MDL-9942	Filing Group 1	650	2	\$4,325
NY	MARATHON CENTRAL SCHOOL DISTRICT	School District	3618450	MDL-5816	Filing Group 1	662	2	\$4,323
OK	MADILL	School District	4018700	MDL-4534	Filing Group 1	1,709	3	\$4,313
NY	JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT	School District	3609090	MDL-10683	Filing Group 3	2,599	5	\$4,305
MI	COLEMAN COMMUNITY SCHOOLS	School District	2610200	MDL-9106	Filing Group 1	641	2	\$4,259
MI	TUSCOLA ISD	School District	2680980	MDL-5569	Filing Group 1	360	3	\$4,246
WA	OAKVILLE SCHOOL DISTRICT	School District	5306000	MDL-9158	Filing Group 1	287	4	\$4,206
IN	BLUE RIVER VALLEY SCHOOLS	School District	1800660	MDL-9886	Filing Group 1	618	2	\$4,201
MI	HARBOR BEACH COMMUNITY SCHOOLS	School District	2600007	MDL-6463	Filing Group 1	485	3	\$4,178
MI	LINDEN COMMUNITY SCHOOLS	School District	2621690	MDL-24984	Filing Group 3	2,520	5	\$4,169
MA	DEDHAM	School District	2504050	MDL-10390	Filing Group 3	2,548	7	\$4,168
WA	REARDAN-EDWALL SCHOOL DISTRICT	School District	5307210	MDL-9777	Filing Group 1	700	2	\$4,166
WA	OCOSTA SCHOOL DISTRICT	School District	5306090	MDL-9761	Filing Group 1	619	2	\$4,140
OR	MT ANGEL SD 91	School District	4108550	MDL-10574	Filing Group 2	648	3	\$4,120
WI	SOUTHWESTERN WISCONSIN SCHOOL DISTRICT	School District	5506300	MDL-5284	Filing Group 1	521	3	\$4,115
OK	SEMINOLE	School District	4027300	MDL-4686	Filing Group 1	1,399	4	\$4,111

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ID	GRACE JOINT DISTRICT	School District	1601290	MDL-6473	Filing Group 1	512	3	\$4,100
IN	CASTON SCHOOL CORPORATION	School District	1801410	MDL-9867	Filing Group 1	681	2	\$4,084
NJ	GLEN ROCK PUBLIC SCHOOL DISTRICT	School District	3405970	MDL-10613	Filing Group 3	2,530	6	\$4,076
NY	ORISKANY CENTRAL SCHOOL DISTRICT	School District	3621960	MDL-9499	Filing Group 1	586	2	\$4,054
WI	BLAIR-TAYLOR SCHOOL DISTRICT	School District	5500016	MDL-9995	Filing Group 1	597	2	\$4,044
ID	WILDER DISTRICT	School District	1603480	MDL-8987	Filing Group 1	490	3	\$4,010
UT	LINCOLN ACADEMY	School District	4900022	MDL-8991	Filing Group 1	881	1	\$4,008
WV	GILMER COUNTY SCHOOLS	School District	5400330	MDL-10752	Filing Group 2	776	2	\$3,997
WI	ALMA CENTER SCHOOL DISTRICT	School District	5500210	MDL-9954	Filing Group 1	601	2	\$3,990
NY	NEW YORK MILLS UNION FREE SCHOOL DISTRICT	School District	3620610	MDL-5715	Filing Group 1	572	2	\$3,983
NY	MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT	School District	3618090	MDL-6480	Filing Group 1	666	2	\$3,961
VT	GRAND ISLE SUPERVISORY UNION	School District	5099924	MDL-10741	Filing Group 2	590	4	\$3,961
WV	BARBOUR COUNTY BOARD OF EDUCATION	School District	5400030	MDL-10755	Filing Group 3	2,146	7	\$3,943
MI	RIVER VALLEY SCHOOL DISTRICT	School District	2629790	MDL-9047	Filing Group 1	553	3	\$3,938
KS	JAYHAWK	School District	2007750	MDL-3689	Filing Group 1	569	2	\$3,900
MI	BURR OAK COMMUNITY SCHOOL DISTRICT	School District	2607410	MDL-6011	Filing Group 1	278	3	\$3,897
NY	EDWARDS-KNOX CENTRAL SCHOOL DISTRICT	School District	3600003	MDL-6054	Filing Group 1	480	2	\$3,892
NY	RENAISSANCE CHARTER SCHOOL	School District	3600059	MDL-6142	Filing Group 1	655	1	\$3,890
WA	ADNA SCHOOL DISTRICT	School District	5300060	MDL-9141	Filing Group 1	587	2	\$3,888
MT	ST IGNATIUS K-12 SCHOOLS	School District	3006110	MDL-4540	Filing Group 1	472	3	\$3,875
MI	MUNISING PUBLIC SCHOOLS	School District	2624810	MDL-6434	Filing Group 1	611	2	\$3,826
PA	AVELLA AREA SD	School District	4202760	MDL-4645; 10546	Filing Group 1	518	2	\$3,818
WA	COLFAX SCHOOL DISTRICT	School District	5301440	MDL-9130	Filing Group 1	512	2	\$3,814
WA	ASOTIN-ANATONE SCHOOL DISTRICT	School District	5300280	MDL-9518	Filing Group 1	619	2	\$3,800
PA	AMBRIDGE AREA SD	School District	4202440	MDL-10597	Filing Group 3	2,308	5	\$3,795
WA	QUILCENE SCHOOL DISTRICT	School District	5306990	MDL-9022	Filing Group 1	634	2	\$3,790
LA	WEST CARROLL PARISH	School District	2201950	MDL-25000	Filing Group 3	1,914	5	\$3,774
WI	LUCK SCHOOL DISTRICT	School District	5508280	MDL-9909	Filing Group 1	427	3	\$3,756

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MI	LAWRENCE PUBLIC SCHOOLS	School District	2621210	MDL-6102	Filing Group 1	470	2	\$3,743
IL	HALL HSD 502	School District	1718030	MDL-4909	Filing Group 1	419	1	\$3,724
TN	STEWART COUNTY	School District	4703960	MDL-10665	Filing Group 3	1,965	6	\$3,713
MT	FAIRFIELD H S	School District	3010140, 30	MDL-4531	Filing Group 1	317	3	\$3,712
UT	MONTICELLO ACADEMY	School District	4900049	MDL-9090	Filing Group 1	856	2	\$3,703
PA	BLACKHAWK SD	School District	4203688	MDL-10590	Filing Group 3	2,292	4	\$3,700
MI	MORRICE AREA SCHOOLS	School District	2624630	MDL-6457	Filing Group 1	492	2	\$3,697
OK	PAULS VALLEY	School District	4023550	MDL-10445	Filing Group 2	1,199	5	\$3,695
MI	MAYVILLE COMMUNITY SCHOOL DISTRICT	School District	2623280	MDL-5611	Filing Group 1	569	2	\$3,669
ID	GLENN'S FERRY JOINT DISTRICT	School District	1601230	MDL-8915	Filing Group 1	397	3	\$3,668
OK	DICKSON	School District	4009910	MDL-9029	Filing Group 1	1,286	4	\$3,666
MS	SOUTH PIKE SCHOOL DIST	School District	2804080	MDL-11373	Filing Group 3	1,560	7	\$3,663
MI	UBLY COMMUNITY SCHOOLS	School District	2634380	MDL-6435	Filing Group 1	590	2	\$3,662
NY	ALEXANDRIA CENTRAL SCHOOL DISTRICT	School District	3602670	MDL-5925	Filing Group 1	474	2	\$3,650
NY	HAMILTON CENTRAL SCHOOL DISTRICT	School District	3613380	MDL-8914	Filing Group 1	570	2	\$3,645
NY	MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT	School District	3619920	MDL-5916	Filing Group 1	571	2	\$3,630
MI	AU GRES-SIMS SCHOOL DISTRICT	School District	2603600	MDL-9019	Filing Group 1	399	3	\$3,595
OH	STRASBURG-FRANKLIN LOCAL	School District	3905029	MDL-5288	Filing Group 1	552	2	\$3,555
OK	NORTH ROCK CREEK	School District	4000802	MDL-5794	Filing Group 1	1,114	4	\$3,527
CA	WARNER UNIFIED	School District	0600042	JCCP-4609	Filing Group 1	208	3	\$3,519
WI	CORNELL SCHOOL DISTRICT	School District	5502880	MDL-9914	Filing Group 1	376	3	\$3,509
MS	RICHTON SCHOOL DIST	School District	2803870	MDL-10874	Filing Group 2	531	2	\$3,492
WI	HILLSBORO SCHOOL DISTRICT	School District	5506480	MDL-5504	Filing Group 1	533	2	\$3,484
MA	SILVER LAKE	School District	2510830	MDL-10413	Filing Group 3	1,691	2	\$3,484
PA	LAWRENCE COUNTY CTC	School District	4213390	MDL-4795	Filing Group 1	381	1	\$3,479
NY	POLAND CENTRAL SCHOOL DISTRICT	School District	3623370	MDL-6481	Filing Group 1	526	2	\$3,473
TN	ALCOA	School District	4700060	MDL-10861	Filing Group 3	2,137	4	\$3,465
MI	MARION PUBLIC SCHOOLS	School District	2622800	MDL-9812	Filing Group 1	410	2	\$3,446

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NY	MOUNT MORRIS CENTRAL SCHOOL DISTRICT	School District	3620010	MDL-10434	Filing Group 2	548	2	\$3,395
OH	CLYDE-GREEN SPRINGS EXEMPTED VILLAGE	School District	3910020	MDL-10901	Filing Group 3	2,109	4	\$3,390
ID	POTLATCH DISTRICT	School District	1602700	MDL-9000	Filing Group 1	432	2	\$3,386
LA	WEST FELICIANA PARISH	School District	2201980	MDL-24999	Filing Group 3	2,132	4	\$3,377
OK	CHECOTAH	School District	4007350	MDL-10398	Filing Group 2	1,336	4	\$3,366
TX	CARLISLE ISD	School District	4812870	MDL-5967	Filing Group 1	612	1	\$3,365
WI	MONTICELLO SCHOOL DISTRICT	School District	5509900	MDL-4866	Filing Group 1	319	3	\$3,354
UT	DAGGETT DISTRICT	School District	4900180	MDL-6068	Filing Group 1	223	4	\$3,310
OK	HUGO	School District	4015210	MDL-9739	Filing Group 1	1,092	4	\$3,274
NJ	VOORHEES TOWNSHIP SCHOOL DISTRICT	School District	3416830	MDL-10423	Filing Group 3	2,853	5	\$3,257
OK	BETHEL	School District	4004230	MDL-5736	Filing Group 1	1,113	3	\$3,234
NY	PARISHVILLE-HOPKINTON CENTRAL SCHOOL DISTRICT	School District	3622440	MDL-8974	Filing Group 1	359	2	\$3,207
NE	BAYARD PUBLIC SCHOOLS	School District	3100090	MDL-5002	Filing Group 1	360	2	\$3,194
OK	MARIETTA	School District	4018990	MDL-4536	Filing Group 1	1,107	3	\$3,146
MD	KENT COUNTY PUBLIC SCHOOLS	School District	2400450	MDL-25005	Filing Group 3	1,812	5	\$3,128
ID	NOTUS DISTRICT	School District	1602460	MDL-9049	Filing Group 1	346	2	\$3,102
NJ	NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT	School District	3411730	MDL-10429	Filing Group 3	1,368	1	\$3,101
NE	SUTHERLAND PUBLIC SCHOOLS	School District	3100024	MDL-5969	Filing Group 1	344	2	\$3,098
PA	FREEMPORT AREA SD	School District	4210440	MDL-10595	Filing Group 3	1,852	4	\$3,092
MI	GLADWIN COMMUNITY SCHOOLS	School District	2615990	0	Filing Group 3	1,579	5	\$3,087
NJ	GLOUCESTER CITY PUBLIC SCHOOL DISTRICT	School District	3406000	MDL-10903	Filing Group 3	2,082	3	\$3,086
ID	HAGERMAN JOINT DISTRICT	School District	1601380	MDL-8968	Filing Group 1	379	2	\$3,083
ID	BASIN SCHOOL DISTRICT	School District	1600180	MDL-9017	Filing Group 1	338	2	\$3,068
MT	NOXON ELEM	School District	3000090, 30	MDL-9069	Filing Group 1	160	3	\$3,058
ID	HANSEN DISTRICT	School District	1601410	MDL-5637	Filing Group 1	348	2	\$3,040
AZ	EDGE SCHOOL INC. THE (4421)	School District	0400078	MDL-9927	Filing Group 1	153	2	\$3,030
NY	ONEONTA CITY SCHOOL DISTRICT	School District	3621780	MDL-10341	Filing Group 3	1,629	5	\$2,977
MS	AMORY SCHOOL DIST	School District	2800450	MDL-10558	Filing Group 3	1,513	5	\$2,963

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NY	COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT	School District	3600010	MDL-10370	Filing Group 3	1,546	4	\$2,955
PA	PENN CAMBRIA SD	School District	4213770	MDL-10587	Filing Group 3	1,577	5	\$2,948
ID	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT	School District	1600450	MDL-8971	Filing Group 1	304	3	\$2,945
ID	GARDEN VALLEY DISTRICT	School District	1601170	MDL-8985	Filing Group 1	324	2	\$2,932
OK	LITTLE AXE	School District	4017880	MDL-10444	Filing Group 2	1,136	3	\$2,921
OK	BEGGS	School District	4003810	MDL-4527	Filing Group 1	944	3	\$2,921
MI	BEAR LAKE SCHOOLS	School District	2604320	MDL-6486	Filing Group 1	307	2	\$2,917
OK	COMANCHE	School District	4008460	MDL-4529	Filing Group 1	922	3	\$2,909
OH	ZENITH ACADEMY	School District	3900396		Filing Group 2	500	1	\$2,903
WA	LYLE SCHOOL DISTRICT	School District	5304590	MDL-9792	Filing Group 1	216	3	\$2,892
NY	LA FARGEVILLE CENTRAL SCHOOL DISTRICT	School District	3616380	MDL-6144	Filing Group 1	483	1	\$2,888
NY	MADISON CENTRAL SCHOOL DISTRICT	School District	3618080	MDL-5896	Filing Group 1	469	1	\$2,881
NY	BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT	School District	3604370	MDL-6104	Filing Group 1	496	1	\$2,870
IL	LA MOILLE CUSD 303	School District	1721680	MDL-4849	Filing Group 1	200	3	\$2,860
WI	LAKE HOLCOMBE SCHOOL DISTRICT	School District	5507680	MDL-9922	Filing Group 1	280	2	\$2,859
WA	WILLAPA VALLEY SCHOOL DISTRICT	School District	5309870	MDL-9484	Filing Group 1	384	2	\$2,858
PA	BEDFORD AREA SD	School District	4203180	MDL-10588	Filing Group 3	1,705	3	\$2,837
WA	WATERVILLE SCHOOL DISTRICT	School District	5309600	MDL-9805	Filing Group 1	268	2	\$2,820
PA	MID VALLEY SD	School District	4215170	MDL-10880	Filing Group 3	1,830	2	\$2,811
NY	CLIFTON-FINE CENTRAL SCHOOL DISTRICT	School District	3607710	MDL-5824	Filing Group 1	267	2	\$2,775
NY	COPENHAGEN CENTRAL SCHOOL DISTRICT	School District	3608280	MDL-5710	Filing Group 1	466	1	\$2,772
UT	EAST HOLLYWOOD HIGH	School District	4900036	MDL-9806	Filing Group 1	271	1	\$2,769
WI	JUDA SCHOOL DISTRICT	School District	5507230	MDL-4865	Filing Group 1	268	2	\$2,764
PA	FOREST HILLS SD	School District	4209940	MDL-10585	Filing Group 3	1,789	2	\$2,758
MI	LELAND PUBLIC SCHOOL DISTRICT	School District	2621390	MDL-6394	Filing Group 1	439	1	\$2,756
IL	SUNSET RIDGE SD 29	School District	1738400	MDL-4688	Filing Group 1	481	3	\$2,751
MI	NORTH ADAMS-JEROME PUBLIC SCHOOLS	School District	2625650	MDL-5609	Filing Group 1	352	2	\$2,744
NY	HERMON-DEKALB CENTRAL SCHOOL DISTRICT	School District	3614250	MDL-6141	Filing Group 1	431	1	\$2,739

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OH	BELMONT-HARRISON	Regional Education Service Agency	3905085	MDL-5889	Filing Group 1	9,804	23	\$2,716
MA	MASHPEE	School District	2507440	MDL-10400	Filing Group 3	1,468	4	\$2,705
WA	WILBUR SCHOOL DISTRICT	School District	5309840	MDL-9505	Filing Group 1	220	2	\$2,698
OK	COLBERT	School District	4008220	MDL-5752	Filing Group 1	718	4	\$2,660
OK	TISHOMINGO	School District	4030060	MDL-4942	Filing Group 1	841	3	\$2,653
OR	ST PAUL SD 45	School District	4111760	MDL-10581	Filing Group 2	291	2	\$2,647
WI	ALMA SCHOOL DISTRICT	School District	5500180	MDL-9969	Filing Group 1	240	2	\$2,646
NY	OTSEGO-DELAWARE-SCHOHARIE-GREENE BOCES	Regional Education Service Agency	3680380	MDL-10666	Filing Group 3	7,538	25	\$2,643
MI	KALKASKA PUBLIC SCHOOLS	School District	2620050	MDL-24982	Filing Group 3	1,401	5	\$2,640
UT	FAST FORWARD HIGH	School District	4900019	MDL-9977	Filing Group 1	250	1	\$2,634
MS	JEFFERSON DAVIS CO SCHOOL DIST	School District	2802250	MDL-10543; 11378	Filing Group 3	1,258	4	\$2,632
WI	PEPIN AREA SCHOOL DISTRICT	School District	5511580	MDL-9908	Filing Group 1	234	2	\$2,629
NY	WAVERLY CENTRAL SCHOOL DISTRICT	School District	3630270	MDL-10387	Filing Group 3	1,509	4	\$2,612
NY	SACKETS HARBOR CENTRAL SCHOOL DISTRICT	School District	3614880	MDL-5833	Filing Group 1	392	1	\$2,597
UT	ROCKWELL CHARTER HIGH SCHOOL	School District	4900125	MDL-9080	Filing Group 1	260	1	\$2,593
ID	MACKAY JOINT DISTRICT	School District	1601900	MDL-9025	Filing Group 1	216	2	\$2,524
MS	PERRY CO SCHOOL DIST	School District	2803570	MDL-11377	Filing Group 3	942	6	\$2,524
MN	LYLE PUBLIC SCHOOL DISTRICT	School District	2718360	MDL-6079	Filing Group 1	306	2	\$2,524
NY	SULLIVAN BOCES	Regional Education Service Agency	3680880	MDL-5501	Filing Group 1	9,232	19	\$2,524
OK	MILLWOOD	School District	4020080	MDL-10609	Filing Group 2	905	3	\$2,524
MS	BOONEVILLE SCHOOL DIST	School District	2800820	MDL-10758	Filing Group 3	1,285	4	\$2,524
OK	CANEY VALLEY	School District	4025470	MDL-9815	Filing Group 1	771	3	\$2,524
MA	ATHOL-ROYALSTON	School District	2502160	MDL-10417	Filing Group 3	1,421	4	\$2,524
WV	RITCHIE COUNTY SCHOOLS	School District	5401290	MDL-10759	Filing Group 3	1,296	5	\$2,524
MS	COAHOMA COUNTY SCHOOL DISTRICT	School District	2801110	MDL-10871	Filing Group 3	1,082	5	\$2,524
WI	HOLY HILL AREA SCHOOL DISTRICT	School District	5500080	MDL-5572	Filing Group 1	511	2	\$2,524

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MI	TUSCOLA ISD	Regional Education Service Agency	2680980	MDL-5569	Filing Group 1	7,426	27	\$2,524
WA	PORT TOWNSEND SCHOOL DISTRICT	School District	5306840	MDL-10682	Filing Group 3	1,138	4	\$2,524
NY	COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT	School District	3608100	MDL-6143	Filing Group 1	375	1	\$2,524
NY	DERUYTER CENTRAL SCHOOL DISTRICT	School District	3608850	MDL-10441	Filing Group 2	351	2	\$2,524
ID	CAMAS COUNTY DISTRICT	School District	1600540	MDL-9056	Filing Group 1	189	2	\$2,524
OK	VALLIANT	School District	4030870	MDL-10464	Filing Group 2	908	3	\$2,524
ID	MURTAUGH JOINT DISTRICT	School District	1602310	MDL-6217	Filing Group 1	387	1	\$2,524
OH	PICKAWAY COUNTY ESC	Regional Education Service Agency	3904907	MDL-10430	Filing Group 2	9,334	21	\$2,524
NE	BRADY PUBLIC SCHOOLS	School District	3104290	MDL-9520	Filing Group 1	181	2	\$2,524
WI	MARSHALL SCHOOL DISTRICT	School District	5508790	MDL-10520	Filing Group 3	990	5	\$2,524
WI	PLUM CITY SCHOOL DISTRICT	School District	5511880	MDL-9973	Filing Group 1	255	2	\$2,524
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT	School District	2680220	MDL-5289	Filing Group 1	110	2	\$2,524
MS	NORTH TIPPAH SCHOOL DIST	School District	2803270	MDL-10756	Filing Group 3	1,241	3	\$2,524
WA	EASTON SCHOOL DISTRICT	School District	5302340	MDL-9036	Filing Group 1	89	2	\$2,524
OK	KANSAS	School District	4015990	MDL-10438	Filing Group 2	778	3	\$2,524
NJ	CLAYTON PUBLIC SCHOOL DISTRICT	School District	3403180	MDL-10902	Filing Group 3	1,404	3	\$2,524
NY	HINSDALE CENTRAL SCHOOL DISTRICT	School District	3614490	MDL-10440	Filing Group 2	398	1	\$2,524
OK	HEAVENER	School District	4014160	MDL-10437	Filing Group 2	859	2	\$2,524
NY	BATH CENTRAL SCHOOL DISTRICT	School District	3604050	MDL-10397	Filing Group 3	1,389	3	\$2,524
NY	MORRISTOWN CENTRAL SCHOOL DISTRICT	School District	3619890	MDL-9026	Filing Group 1	330	1	\$2,524
NY	WORCESTER CENTRAL SCHOOL DISTRICT	School District	3631740	MDL-6377	Filing Group 1	324	1	\$2,524
MS	BENTON CO SCHOOL DIST	School District	2800600	MDL-11358	Filing Group 3	935	4	\$2,524
WA	UNION GAP SCHOOL DISTRICT	School District	5309150	MDL-9766	Filing Group 1	568	1	\$2,524
NY	CATSKILL CENTRAL SCHOOL DISTRICT	School District	3606720	MDL-10381	Filing Group 3	1,344	3	\$2,524
ID	CASTLEFORD DISTRICT	School District	1600690	MDL-6379	Filing Group 1	336	1	\$2,524
OK	COMMERCE	School District	4008490	MDL-10406	Filing Group 2	838	3	\$2,524
NY	COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT	School District	3608490	MDL-10393	Filing Group 3	1,197	4	\$2,524

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MI	SHIAWASSEE REGIONAL ESD	School District	2680975	MDL-8978	Filing Group 1	455	1	\$2,524
MA	BERKSHIRE HILLS	School District	2502530	MDL-10420	Filing Group 3	1,163	3	\$2,524
NM	RAMAH NAVAJO SCHOOL BOARD	School District	5900108	0	Filing Group 3	327	1	\$2,524
NM	LAKE ARTHUR MUNICIPAL SCHOOLS	School District	3501470	MDL-10432	Filing Group 2	117	3	\$2,524
NY	GEORGETOWN-SOUTH OTSELIC CENTRAL SCHOOL DISTRICT	School District	3622100	MDL-5861	Filing Group 1	311	1	\$2,524
NY	CROWN POINT CENTRAL SCHOOL DISTRICT	School District	3608610	MDL-9744	Filing Group 1	326	1	\$2,524
MA	WESTPORT	School District	2512780	MDL-10414	Filing Group 3	1,353	3	\$2,524
OK	CASHION	School District	4006810	MDL-5279	Filing Group 1	620	3	\$2,524
OK	TALIHINA	School District	4029400	MDL-9508	Filing Group 1	515	3	\$2,524
IN	EMAN SCHOOLS	Private School	A0700916	MDL-6060	Filing Group 1	338	1	\$2,524
ID	CLARK COUNTY DISTRICT	School District	1600750	MDL-8998	Filing Group 1	117	2	\$2,524
NY	LAURENS CENTRAL SCHOOL DISTRICT	School District	3616800	MDL-9746	Filing Group 1	290	1	\$2,524
MI	QUINCY COMMUNITY SCHOOLS	School District	2629250	MDL-10521	Filing Group 3	1,160	3	\$2,524
MI	ONTONAGON AREA SCHOOL DISTRICT	School District	2626550	MDL-5828	Filing Group 1	268	1	\$2,524
OK	WARNER	School District	4031650	MDL-10463	Filing Group 2	806	2	\$2,524
OK	HULBERT	School District	4015240	MDL-9510	Filing Group 1	528	3	\$2,524
OK	OKARCHE	School District	4022590	MDL-9972	Filing Group 1	387	3	\$2,524
MI	DETOUR AREA SCHOOLS	School District	2611970	MDL-5296	Filing Group 1	93	2	\$2,524
OK	CALERA	School District	4006180	MDL-10407	Filing Group 2	824	2	\$2,524
PA	WINDBER AREA SD	School District	4226610	MDL-10584	Filing Group 3	1,213	3	\$2,524
OK	KONAWA	School District	4016710	MDL-9871	Filing Group 1	557	3	\$2,524
NY	TOWN OF WEBB UNION FREE SCHOOL DISTRICT	School District	3628800	MDL-8938	Filing Group 1	256	1	\$2,524
NY	ROXBURY CENTRAL SCHOOL DISTRICT	School District	3625110	MDL-9065	Filing Group 1	258	1	\$2,524
MS	NEWTON MUNICIPAL SCHOOL DISTRICT	School District	2803180	MDL-11380	Filing Group 3	909	4	\$2,524
MI	CASEVILLE PUBLIC SCHOOLS	School District	2608280	MDL-9064	Filing Group 1	257	1	\$2,524
OH	OHIO VALLEY ESC	Regional Education Service Agency	3900014	MDL-10431	Filing Group 2	6,195	22	\$2,524
MA	MILLIS	School District	2507920	MDL-10602	Filing Group 3	1,156	3	\$2,524

School District Altria Final Allocation

PA	APOLLO-RIDGE SD	School District	4202550	MDL-10598	Filing Group 3	1,138	3	\$2,524
WA	CRESTON SCHOOL DISTRICT	School District	5301860	MDL-9179	Filing Group 1	80	2	\$2,524
NY	NEWARK VALLEY CENTRAL SCHOOL DISTRICT	School District	3620670	MDL-10486	Filing Group 3	1,055	3	\$2,524
OH	PIKE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	Regional Education Service Agency	NA-Boardoff	MDL-9037	Filing Group 1	296	-	\$2,524
AL	LYMAN WARD MILITARY ACADEMY	Private School	00002154	MDL-6133	Filing Group 1	89	1	\$2,524
CA	WESTMORLAND UNION ELEMENTARY	School District	0642180	JCCP-4611	Filing Group 1	369	1	\$2,524
NY	HERKIMER CENTRAL SCHOOL DISTRICT	School District	3614220	MDL-10656	Filing Group 3	1,105	2	\$2,524
MA	RICHMOND	School District	2510080	MDL-10419	Filing Group 3	152	1	\$2,524
NY	HANCOCK CENTRAL SCHOOL DISTRICT	School District	3613560	MDL-10371	Filing Group 3	309	2	\$2,524
NY	EDMESTON CENTRAL SCHOOL DISTRICT	School District	3610260	MDL-10369	Filing Group 3	340	1	\$2,524
NY	PRATTSBURGH CENTRAL SCHOOL DISTRICT	School District	3623790	MDL-10380	Filing Group 3	360	1	\$2,524
OK	PIONEER	School District	4024150	MDL-10649	Filing Group 3	385	1	\$2,524
NY	CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT	School District	3607050	MDL-10358	Filing Group 3	377	1	\$2,524
NY	STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT	School District	3628140	MDL-10349	Filing Group 3	394	1	\$2,524
NY	ARKPORT CENTRAL SCHOOL DISTRICT	School District	3603240	MDL-10366	Filing Group 3	466	1	\$2,524
NY	AFTON CENTRAL SCHOOL DISTRICT	School District	3602400	MDL-10376	Filing Group 3	477	2	\$2,524
NY	DEPOSIT CENTRAL SCHOOL DISTRICT	School District	3609060	MDL-10363	Filing Group 3	476	2	\$2,524
NY	MCGRAW CENTRAL SCHOOL DISTRICT	School District	3618840	MDL-10350	Filing Group 3	543	2	\$2,524
NY	ALFRED-ALMOND CENTRAL SCHOOL DISTRICT	School District	3602700	MDL-10660	Filing Group 3	580	2	\$2,524
NY	MARION CENTRAL SCHOOL DISTRICT	School District	3618540	MDL-10361	Filing Group 3	629	2	\$2,524
NY	DELAWARE ACADEMY CENTRAL SCHOOL DISTRICT AT DELHI	School District	3608910	MDL-10372	Filing Group 3	729	2	\$2,524
NY	ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT	School District	3621630	MDL-10545	Filing Group 3	751	3	\$2,524
NY	CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT	School District	3600020	MDL-10356	Filing Group 3	809	2	\$2,524
NY	GREENE CENTRAL SCHOOL DISTRICT	School District	3612750	MDL-10351	Filing Group 3	935	4	\$2,524
NY	CANISTEO-GREENWOOD CSD	School District	3600124	MDL-10373	Filing Group 3	970	2	\$2,524
OK	CADDO	School District	4006150	MDL-4494	Filing Group 1	498	2	\$2,524
OK	GRACEMONT	School District	4013080	MDL-4532	Filing Group 1	133	2	\$2,524

School District Altria Final Allocation

TN	ETOWAH	School District	4701140	MDL-4497	Filing Group 1	349	1	\$2,524
OK	DOVER	School District	4010050	MDL-4862	Filing Group 1	153	2	\$2,524
OK	SAVANNA	School District	4027000	MDL-4935	Filing Group 1	382	2	\$2,524
OK	FORT TOWSON	School District	4012300	MDL-4943	Filing Group 1	315	3	\$2,524
MI	MAR LEE SCHOOL DISTRICT	School District	2622830	MDL-4944	Filing Group 1	333	1	\$2,524
OK	ALLEN	School District	4002760	MDL-4776	Filing Group 1	464	2	\$2,524
OK	FOREST GROVE	School District	4011850	MDL-5278	Filing Group 1	125	1	\$2,524
OK	CHISHOLM TRAIL TECHNOLOGY CTR	School District	4000068	MDL-5280	Filing Group 1	-	-	\$2,524
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT	Regional Education Service Agency	2680220	MDL-5289	Filing Group 1	6,283	20	\$2,524
MI	EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT	School District	2600014	MDL-5295	Filing Group 1	163	1	\$2,524
MI	GRATIOT-ISABELLA RESD	School District	2680460	MDL-5479	Filing Group 1	145	1	\$2,524
NY	LYNCOURT UNION FREE SCHOOL DISTRICT	School District	3617940	MDL-5709	Filing Group 1	394	1	\$2,524
OK	BUFFALO	School District	4005760	MDL-5739	Filing Group 1	284	2	\$2,524
OK	SPRINGER	School District	4028350	MDL-5740	Filing Group 1	193	2	\$2,524
OK	MAUD	School District	4019290	MDL-5743	Filing Group 1	241	2	\$2,524
OK	CHEYENNE	School District	4007500	MDL-5744	Filing Group 1	304	2	\$2,524
MI	NORTHPORT PUBLIC SCHOOL DISTRICT	School District	2625920	MDL-5798	Filing Group 1	146	1	\$2,524
OH	KELLEYS ISLAND LOCAL	School District	3904679	MDL-5921	Filing Group 1	8	1	\$2,524
ID	RICHFIELD DISTRICT	School District	1602760	MDL-5938	Filing Group 1	184	1	\$2,524
ID	NORTH VALLEY ACADEMY INC.	School District	1600143	MDL-6233	Filing Group 1	193	1	\$2,524
ID	CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA)	School District	1600152	MDL-6392	Filing Group 1	130	1	\$2,524
ID	HERITAGE ACADEMY INC.	School District	1600159	MDL-8966	Filing Group 1	165	1	\$2,524
ID	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL INC.	School District	1600145	MDL-8973	Filing Group 1	311	1	\$2,524
OH	ZENITH ACADEMY EAST	School District	3901396	MDL-9730	Filing Group 1	283	1	\$2,524
WA	KAHLOTUS SCHOOL DISTRICT	School District	5303780	MDL-9756	Filing Group 1	37	1	\$2,524
PA	MIDDLE BUCKS INSTITUTE OF TECHNOLOGY	School District	4280100	MDL-10307	Filing Group 1	20	1	\$2,524
OK	DAVENPORT	School District	4009450	MDL-9903	Filing Group 1	373	2	\$2,524

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OK	JENNINGS	School District	4015750	MDL-9906	Filing Group 1	223	1	\$2,524
NY	ANDOVER CENTRAL SCHOOL DISTRICT	School District	3603030	MDL-10411	Filing Group 2	270	1	\$2,524
OK	CARNEGIE	School District	4006630	MDL-10410	Filing Group 2	532	3	\$2,524
OK	GOODWELL	School District	4012870	MDL-10443	Filing Group 2	216	2	\$2,524
OK	QUINTON	School District	4025410	MDL-10433	Filing Group 2	387	2	\$2,524
OK	TIMBERLAKE	School District	4000013	MDL-10457	Filing Group 2	251	2	\$2,524
OK	TUPELO	School District	4030270	MDL-10455	Filing Group 2	234	2	\$2,524
OK	MARYETTA	School District	4019200	MDL-10435	Filing Group 2	636	1	\$2,524
OK	WAPANUCKA	School District	4031590	MDL-10452	Filing Group 2	224	2	\$2,524
OK	SHADY POINT	School District	4027450	MDL-10451	Filing Group 2	142	1	\$2,524
NY	CHATEAUGAY CENTRAL SCHOOL DISTRICT	School District	3607080	MDL-10353	Filing Group 3	505	2	\$2,524
NY	CANASERAGA CENTRAL SCHOOL DISTRICT	School District	3606360	MDL-10352	Filing Group 3	202	1	\$2,524
NY	CININNATUS CENTRAL SCHOOL DISTRICT	School District	3607560	MDL-10355	Filing Group 3	559	3	\$2,524
NY	GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT	School District	3604757	MDL-10354	Filing Group 3	317	2	\$2,524
NY	JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT	School District	3600007	MDL-10360	Filing Group 3	368	2	\$2,524
NY	WATKINS GLEN CENTRAL SCHOOL DISTRICT	School District	3630240	MDL-10359	Filing Group 3	943	2	\$2,524
NY	AVOCA CENTRAL SCHOOL DISTRICT	School District	3603630	MDL-10396	Filing Group 3	375	1	\$2,524
NY	TICONDEROGA CENTRAL SCHOOL DISTRICT	School District	3628680	MDL-10391	Filing Group 3	711	2	\$2,524
NY	SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT	School District	3627750	MDL-10343	Filing Group 3	803	3	\$2,524
NY	FRANKLIN CENTRAL SCHOOL DISTRICT	School District	3611430	MDL-10340	Filing Group 3	242	1	\$2,524
NY	GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT	School District	3612120	MDL-10339	Filing Group 3	295	1	\$2,524
NY	JEFFERSON CENTRAL SCHOOL DISTRICT	School District	3615720	MDL-10344	Filing Group 3	183	1	\$2,524
NY	WALTON CENTRAL SCHOOL DISTRICT	School District	3629820	MDL-10338	Filing Group 3	842	3	\$2,524
NY	TIOGA CENTRAL SCHOOL DISTRICT	School District	3628710	MDL-10389	Filing Group 3	902	3	\$2,524
NY	SCHENEVUS CENTRAL SCHOOL DISTRICT	School District	3603060	MDL-10337	Filing Group 3	294	1	\$2,524
NY	STAMFORD CENTRAL SCHOOL DISTRICT	School District	3628020	MDL-10614	Filing Group 3	268	1	\$2,524
NY	DOWNSVILLE CENTRAL SCHOOL DISTRICT	School District	3609240	MDL-10385	Filing Group 3	250	1	\$2,524
NY	MILFORD CENTRAL SCHOOL DISTRICT	School District	3619350	MDL-10384	Filing Group 3	358	1	\$2,524

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NY	OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT	School District	3622260	MDL-10374	Filing Group 3	690	3	\$2,524
NY	ROSCOE CENTRAL SCHOOL DISTRICT	School District	3625020	MDL-10346	Filing Group 3	236	1	\$2,524
NY	LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT	School District	3617580	MDL-10347	Filing Group 3	438	2	\$2,524
NY	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT	School District	3610590	MDL-10383	Filing Group 3	1,023	3	\$2,524
NY	OTEGO-UNADILLA CENTRAL SCHOOL DISTRICT	School District	3629240	MDL-10365	Filing Group 3	768	3	\$2,524
UT	CANYON RIM ACADEMY	School District	4900071	MDL-8993	Filing Group 1	524	1	\$2,524
NY	WEST VALLEY CENTRAL SCHOOL DISTRICT	School District	3630900	MDL-9005	Filing Group 1	201	1	\$2,524
ID	BLISS JOINT DISTRICT	School District	1600330	MDL-9046	Filing Group 1	102	1	\$2,524
WA	LAMONT SCHOOL DISTRICT	School District	5304290	MDL-9115	Filing Group 1	41	1	\$2,524
WA	GRAPEVIEW SCHOOL DISTRICT	School District	5303240	MDL-9118	Filing Group 1	199	1	\$2,524
WA	SPRAGUE SCHOOL DISTRICT	School District	5308280	MDL-9131	Filing Group 1	79	2	\$2,524
OK	HANNA	School District	4013680	MDL-9140	Filing Group 1	72	2	\$2,524
WA	ONION CREEK SCHOOL DISTRICT	School District	5306270	MDL-9178	Filing Group 1	43	1	\$2,524
OK	BENNINGTON	School District	4003930	MDL-9506	Filing Group 1	304	2	\$2,524
OK	BRIGGS	School District	4005430	MDL-10611	Filing Group 2	424	1	\$2,524
MI	ONAWAY AREA COMMUNITY SCHOOL DISTRICT	School District	2626400	MDL-10518	Filing Group 3	539	3	\$2,524
NY	FILLMORE CENTRAL SCHOOL DISTRICT	School District	3611070	MDL-10904	Filing Group 3	664	1	\$2,524
OH	HILLSDALE LOCAL	School District	3904582	MDL-10522	Filing Group 3	754	3	\$2,524
OH	MAPLETON LOCAL	School District	3904583	MDL-10869	Filing Group 3	829	3	\$2,524
OK	WETUMKA	School District	4032430	MDL-10519	Filing Group 3	394	2	\$2,524
OK	CRESCENT	School District	4009000	MDL-10516	Filing Group 3	552	3	\$2,524
OK	WEWOKA	School District	4032460	MDL-10515	Filing Group 3	647	3	\$2,524
OK	LINDSAY	School District	4017850	MDL-10608	Filing Group 3	1,177	3	\$2,524
PA	GREATER JOHNSTOWN CTC	School District	4210970	MDL-10591	Filing Group 3	4	1	\$2,524
PA	FRANKLIN COUNTY CTC	School District	4280230	MDL-10594	Filing Group 3	3	1	\$2,524
PA	SAYRE AREA SD	School District	4220850	MDL-10687	Filing Group 3	1,004	2	\$2,524
TN	SWEETWATER	School District	4704050	MDL-10685	Filing Group 3	1,451	4	\$2,524
WA	CRESCENT SCHOOL DISTRICT	School District	5301830	MDL-10680	Filing Group 3	328	2	\$2,524

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NJ	PASSAIC COUNTY MANCHESTER REGIONAL HIGH SCHOOL DISTRICT	School District	3412600	MDL-10514	Filing Group 3	786	1	\$2,524
PA	BERLIN BROTHERSVALLEY SD	School District	4203420	MDL-10586; 10553	Filing Group 3	725	3	\$2,524
PA	HUNTINGDON COUNTY CTC	School District	4280250	MDL-10560	Filing Group 3	2	1	\$2,524
PA	SALISBURY-ELK LICK SD	School District	4220760	MDL-10596	Filing Group 3	273	2	\$2,524
IL	CENTRAL SD 104	School District	1709170	MDL-11360	Filing Group 3	568	2	\$2,524
IL	WOOD RIVER-HARTFORD ESD 15	School District	1743050	MDL-11359	Filing Group 3	618	3	\$2,524
PA	MEYERSDALE AREA SD	School District	4215150	MDL-10507	Filing Group 3	783	3	\$2,524
PA	HOMER-CENTER SD	School District	4213290	MDL-10593	Filing Group 3	816	2	\$2,524
NY	FABIUS-POMPEY CENTRAL SCHOOL DISTRICT	School District	3610860		Filing Group 3	603	2	\$2,524
MI	HOUGHTON LAKE COMMUNITY SCHOOLS	School District	2618600	MDL-25038	Filing Group 3	1,158	3	\$2,524
AL	GENEVA CITY	School District	0101640	MDL-25033	Filing Group 3	1,261	3	\$2,524
MI	MAPLE VALLEY SCHOOLS	School District	2622620	MDL-25040	Filing Group 3	936	4	\$2,524
MI	CASSOPOLIS PUBLIC SCHOOLS	School District	2608430	MDL-25021	Filing Group 3	866	4	\$2,524
NY	SUMMIT SCHOOL	Private School	01904719		Filing Group 3	169	1	\$2,524
PA	FANNETT-METAL SD	School District	4209660	MDL-25023	Filing Group 3	409	3	\$2,524
MI	NEW BUFFALO AREA SCHOOLS	School District	2625140	MDL-24986	Filing Group 3	567	3	\$2,524
MI	BEAL CITY PUBLIC SCHOOLS	School District	2604290	MDL-24973	Filing Group 3	659	2	\$2,524
MI	REESE PUBLIC SCHOOLS	School District	2629520	MDL-25008	Filing Group 3	748	3	\$2,524
MI	OWENDALE-GAGETOWN AREA SCHOOL DISTRICT	School District	2627180	MDL-25022	Filing Group 3	154	2	\$2,524
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY	School District	2680100	MDL-25020	Filing Group 3	272	2	\$2,524
MI	TEKONSHA COMMUNITY SCHOOLS	School District	2633750	MDL-25019	Filing Group 3	219	1	\$2,524
MI	ALCONA COMMUNITY SCHOOLS	School District	2602160	MDL-25037	Filing Group 3	660	2	\$2,524
MI	GENESEE SCHOOL DISTRICT	School District	2615750	MDL-25036	Filing Group 3	663	2	\$2,524
MI	INLAND LAKES SCHOOLS	School District	2619170		Filing Group 3	600	2	\$2,524
MI	MORENCI AREA SCHOOLS	School District	2624570	MDL-25051	Filing Group 3	603	2	\$2,524
MI	BRIMLEY AREA SCHOOLS	School District	2606900	MDL-25050	Filing Group 3	520	1	\$2,524
MI	BELLEVUE COMMUNITY SCHOOLS	School District	2604650	MDL-25061	Filing Group 3	615	2	\$2,524

F. Consider Changing May Board Meeting Date to May 20th Due to Middle School Concert

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NEW GLARUS SCHOOL BOARD CALENDAR 2023-2024

- July
17 Board Meeting
- August
7 Board Meeting
23 New Staff Orientation
24 All Staff In-Service
29 - 31 All Staff Inservice
28 Annual Meeting

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	NS	IW	25	26
27	28	IW	IW	IW		

FEBRUARY 2024						
S	M	T	W	Th	F	S
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4	5	6	7	I	V	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

- 8** In-Service – No School
9 Vacation – No School
12 Board Meeting
26 Board Meeting

- 1** First Day of School
4 Labor Day/Vacation
11 Board Meeting
25 Board Meeting

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	V	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	IW	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	C	V	V	V	V	30
31						

- 7** End of Trimester 2
8 In-Service Work Day
11 Board Meeting
25 Conf Comp- No School
26-29 Spring Vacation

- 9** Board Meeting
23 Board Meeting
27 Vacation Day

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	V	28
29	30	31				

APRIL 2024						
S	M	T	W	Th	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	I	27
28	29	30				

- 8** Board Meeting
22 Board Meeting
26 – In-Service – No School

- 10** Veterans Day
 Public Holiday
13 Board Meeting
22 Conf Comp–No School
23 Thanksgiving
24 Vacation
30 End of Trimester 1

NOVEMBER 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	C	V	V	25
26	27	28	29	30		

MAY 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	V	28	29	30	31	

- 20** Board Meeting
27 Vacation/Memorial Day

- 1** In-Service Work Day
4 Board Meeting
22 Early Release
25-29 Winter Vacation
25 Christmas Day

DECEMBER 2023						
S	M	T	W	Th	F	S
					IW	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	ER	23
24	V	V	V	V	V	30
31						

JUNE 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	IW	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 2** Graduation
5 Last Day of School
6 In Service Work Day
10 Board Meeting
24 Board Meeting

- 1** New Year's Day
 Vacation Day
8 Board Meeting
15 In-Service – No School
22 Board Meeting

JANUARY 2024						
S	M	T	W	Th	F	S
	V	2	3	4	5	6
7	8	9	10	11	12	13
14	I	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1

V=Vacation/No School
 I=In Service – No School
 C=Conf Comp – No School
 ER= Early Release @12:00
 1st Day/Last Day of School
 Graduation

School Hours
 ES 8am – 3:25pm
 MS/HS – 8am – 3:30pm

PT Conferences
 TBD

Ms. Cara Jean Fitzgerald
290 Prairie Heights Drive #313
Verona, WI 53593
608-469-3955
cjfitzgerald@uwalumni.com

Board of Education
New Glarus School District
1701 2nd Street
New Glarus, WI 53574
608-527-2410
schoolboard@ngsd.k12.wi.us

September 13, 2023

Dear School Board Members and District Administrators,

I am writing this letter to officially notify you that I will be resigning from my current position as an English teacher at New Glarus High School. I will be leaving this position effective at the end of the contractual day on Thursday, September 28. I will be taking a position as a literacy and instructional coach at Stoughton High School.

I have already informed the principal and fellow staff members of my decision, and we will be working together to make this transition as smooth as possible for all stakeholders.

Teaching at New Glarus High School has truly been a privilege, and I have grown professionally due to the district's amazing staff and students. I am incredibly grateful for my time here.

After the transition, I can be reached at my personal phone number or email address should you have any further questions.

Sincerely,



Cara Fitzgerald

From: **Rudi Feller** <rolonda@tds.net>
Date: Wed, Sep 13, 2023 at 10:25 AM
Subject: Re: MS Boys Basketball (2023)
To: Mitchell Cernek <mitchell.cernek@ngsd.k12.wi.us>

Hi Mitchell

I will not be returning this year as MS boys basketball coach. Thank you for the opportunity and best of luck on hiring a new candidate.

Rudi Feller

Sent from my iPhone

----- Forwarded message -----

From: **Tyler Ballweg** <ty.ballweg@gmail.com>
Date: Wed, Sep 13, 2023 at 10:27 AM
Subject: Re: MS Boys Basketball (2023)
To: Mitchell Cernek <mitchell.cernek@ngsd.k12.wi.us>

I will be resigning from the Middle School Boys coaching position.
Tyler Ballweg

Thank you Mitch for everything you did to help last year. I had a blast with the kids.

	H. New Hires	
VII.	DISCUSSION ITEMS	
	A. Primary School Groundbreaking	393

Primary School Groundbreaking Ceremony Details:

- Monday 10/16 at 8:30 a.m. on the current football field (site of future Primary School)
- Elementary School students and staff will attend along with Admin and Board Members who are available
- Pep Band will play
- Bray, Kraemer Brothers, and the District will speak
- Kraemer will bring shovels
- Some young students will have the opportunity to be part of the groundbreaking and dig some dirt
- Admin and Board will be part of the groundbreaking too

- B. Village TIF Meeting Overview - Travis Zimmerman, Board Treasurer
- C. Board Member Suggested Policy Changes
 - 1. PO0143.2 - Board Member Information Requests 395

0143.2 - BOARD MEMBER INFORMATION REQUESTS

It is important for the Board members to be informed about the operation of the district. The administrative team will provide information to keep Board members informed of District operations. **All information requests results will be distributed to the entire Board.**

In order to provide individual Board members with information they request in an effective and efficient manner, the following procedures will be used:

- A. Individual Board members possess all the rights granted to them as citizens of the community, including access to public records. Requests by individual Board members for documents which would be exempt from disclosure to the general public will be presented to the Board for review. The Board will review the request and make a determination as to whether or not the documents will be released to the Board member, consistent with State law.
- B. When a Board member(s) would like the administration to compile information which will require lengthy research and investigation, the request should be submitted to the District Administrator. **The request(s) will be reviewed at the next meeting, by the Board and District Administrator to clarify the request and determine in the context of other priorities if and when the administrative staff should respond to it. The requests, discussion of them, and action indicated will become part of the record of the Board through the meeting minutes for follow-up and subsequent reference.**
- C. The District Administrator will discuss with the Board President the validity of any requests as deemed necessary. In making requests for information, data, etc., **Board members will make all such requests through Board action** unless the request meets the criteria given below:
 1. Individual Board members may request and obtain statistics and reports, etc., that are readily available. All such requests will be submitted to the District Administrator who will have his/her staff gather the information or material.
 - a. Individual Board members may use materials obtained to compile or organize data or statistics to meet their needs.
 - b. Individual Board members may request that materials obtained be disseminated to all Board members.

2. Board members or committees who request statistics and reports which require substantial investment of time by the administration to fulfill will prepare the request in writing and submit them to the District Administrator, who will distribute copies to the Board. The requests will be reviewed at the next meeting, if possible, by the Board and District Administrator to clarify the request and determine in the context of other priorities if and when the administrative staff should respond to it. The requests, discussion of them, and action indicated will become part of the record of the Board through the meeting minutes for follow-up and subsequent references.
3. Release of documents to individual Board members will comply with applicable State laws.
4. The District Administrator will discuss with the Board President the number of requests and legality of requests. The Board may impose limitations on volume, scope, and timing of information requests (other than public records requests) by Board members.

0155 – COMMITTEES

Committees of Board members shall, when specifically charged to do so by the Board, conduct studies, make recommendations to the Board and act in an advisory capacity, but shall not take action on behalf of the Board.

All committees shall comply with the Open Meetings Law by providing notices of each meeting, posting the time and date, place, subject matter of the proposed meeting, and any matter intended for the consideration at the contemplated closed meeting pursuant to 19.84, Wis. Stats. In addition, committee meetings may provide for a period of public comment and recording appropriate minutes of the meeting. A committee shall require a quorum, consisting of a majority of its members, to take any action. A committee may conduct a closed meeting provided it is for one of the purposes described in Bylaw 0167.2 and the committee abides by all requirements for the conduct of a closed meeting.

The President is authorized to appoint as soon after the Annual reorganizational meeting as practicable, members of the Board to the **Agenda**, Personnel, Curriculum, Building and Grounds, and Policy Committees where they shall serve a term of one (1) year.

Agenda Committee, it shall be comprised of the elected Board officers (President, Vice-President, Treasurer, and Clerk) and the District Administrator. The President shall serve as chair.

Ad hoc committees may be created and changed at any time by the President or a majority of the members present at any meeting at which the need for a committee becomes evident.

Members of ad hoc committees shall serve until the committee is discharged.

The District Administrator shall serve as an ex-officio member of each committee.

A member may request (or refuse) appointment to a committee.

0166 - AGENDA

The District Administrator shall prepare all Board meeting agendas in consultation with the Board President and Agenda Committee. Late inclusions shall be approved by the Board President if time won't allow it to be discussed with the entire Agenda Committee. Inclusion of agenda items shall be based on relevance to issues of Board policy, time restrictions and District interests for any particular meeting.

Board members who wish to add an item to the Board agenda will suggest it at a Board meeting or submit the request via email to both the Board President and Agenda Committee for consideration and possible approval.

The agenda for each regular meeting shall be mailed or delivered, including by electronic means, to each Board member so as to provide proper time for the member to study the agenda. Generally, the agenda and supporting materials should be available no later than three (3) days prior to the meeting, or delivered, including by electronic means, so as to provide time for the study of the agenda by the member. The agenda and supporting materials for a special meeting shall be delivered at least twenty-four (24) hours before the meeting.

The Board shall transact business according to the agenda that has been submitted to all Board members in advance of the meeting. The order of business may be altered at any meeting by a majority vote of the members present.

If the Board wishes to discuss items that were not posted at least twenty-four (24) hours prior to the meeting, the Board must (1) post a separate notice of the item(s) no less than two (2) hours prior to the meeting and (2) show good cause why posting the item at least twenty-four (24) hours prior to the meeting was impossible or impractical.

- D. Elementary and High School Facility Projects Update
- E. Primary School Update
- F. Athletic Complex Update
- VIII. **ANNOUNCEMENTS**
- IX. **FUTURE AGENDA ITEMS**
- X. **FUTURE SCHOOL BOARD AND COMMITTEE MEETINGS**
 - A. October 9, 2023 - Discussion and Regular Board Meeting - 7:15 p.m.
 - B. October 23, 2023 - Discussion and Regular Board Meeting - 7:15 p.m.
- XI. **CLOSED SESSION:** The Board will entertain a motion to convene into closed session pursuant to s. 19.85 (1) (d) as appropriate to, review crime prevention information and documents. The Board may take action in closed session, if necessary and appropriate. Thereafter, the Board will entertain a motion to reconvene into open session. The Board may take further action that is necessary and appropriate. The Board will then entertain a motion to adjourn.
- XII. **ADJOURN**

PURSUANT TO APPLICABLE LAW, NOTICE IS HEREBY GIVEN THAT A QUORUM OR A MAJORITY OF THE NEW GLARUS SCHOOL DISTRICT BOARD MEMBERS MAY ATTEND THIS MEETING. INFORMATION PRESENTED AT THIS MEETING MAY HELP FORM THE RATIONALE BEHIND FUTURE ACTIONS THAT MAY BE TAKEN BY THE NEW GLARUS SCHOOL DISTRICT BOARD.

UPON REQUEST TO THE DISTRICT OFFICE, SUBMITTED TWENTY-FOUR (24) HOURS IN ADVANCE, THE DISTRICT SHALL MAKE REASONABLE ACCOMMODATIONS INCLUDING THE PROVISION OF INFORMATIONAL MATERIAL IN AN ALTERNATIVE FORMAT FOR A DISABLED PERSON TO BE ABLE TO ATTEND THIS MEETING.