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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

THURSDAY, AUGUST 23, 2018, 7:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING, 524 BROAD STREET

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Items**

A. PERSONNEL CONSENT ITEMS

1. Employments

- a) Carmela Tramonte, Certified Substitute, eff. 8/21/2018
- b) Kelly Hall, One-Year Limited Teaching Contract, eff. 8/21/2018
- c) Beth Thomas, One-Year Non-Teaching Employee Contract, eff. 8/20/2018
- d) Megan Letner, One-Year Teaching Contract, eff. 8/20/2018
- e) Briana Lowdermilk, One-Year Teaching Contract, eff. 8/21/2018
- f) Juli Erwin, One-Year Non-Teaching Employee Contract, eff. 8/22/2018
- g) Megan Bruno, Supplemental Contract, eff. 8/21/2018
- h) Lisa Fitzgerald, Classified Substitute, eff. 8/21/2018
- i) Crystal Hamm, One-Year Non-Teaching Employee Contract, eff. 8/23/2018
- j) Kelsey Lanham, Classified Substitute
- k) Emily Zamiska, Classified Substitute
- l) Castanza Hartel, Certified Substitute

2. Recommendation to amend Resolution 18-08-66 from the August 13, 2018 Board of Education meeting as follows:

- a) Adam Evans, 8th Grade Head Football Co-Coach (previously listed as WMS Asst. Football Coach)
- b) Brad Tschannen, 8th Grade Head Football Co-Coach (previously listed as WMS Asst. Football Coach)

B. ACTION CONSENT ITEMS

- 1. Recommendation to approve the Memorandum of Understanding between the Wadsworth City School District Board of Education and the Wadsworth Education Association**

2. Recommendation to approve the Contract for Services Supervised by ESC Board between the Summit Educational Service Center Governing Board and the Wadsworth City School District Board of Education
3. Recommendation to approve the Memorandum of Understanding between the Wadsworth City School District Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA
4. Recommendation to approve the Standard Terms and Conditions with Palitto Consulting Services
5. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Physician Agreement and Waiver of Liability and Release Form between the Wadsworth City School District Board of Education and Dr. Joseph Herbert
6. Recommendation to approve the Dramatic Performing Rights License for Elf, Jr., the Musical

VI. Adjournment

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
Special Meeting
August 23, 2018
Agenda Detail Sheet

V. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. (b) Kelly Hall: Ms. Hall is being recommended to fill the Title 1 tutor position at Central Intermediate School left open by the resignation of Ms. Kimberly Maher.

1. (c) Beth Thomas: Ms. Thomas is being recommended to fill the student attendant position at Wadsworth Middle School left open by the movement of Ms. Kristine Palecek to another position within our school district.

1. (d) Megan Letner: Ms. Letner is being recommended to fill the part-time second grade teaching position at Lincoln Elementary School left open by the resignation of Ms. Meghan Nichols.

1. (e) Briana Lowdermilk: Ms. Lowdermilk is being recommended to fill the Title 1 tutor position at Wadsworth Middle School left open by the resignation of Ms. Laurie Faye.

1. (f) Juli Erwin: Ms. Erwin is being recommended to fill the Bear Cub Academy aide position left open by the movement of Ms. Carol Sanborn to another position within our school district.

1. (g) Megan Bruno: Ms. Bruno is being recommended to fill the prevention specialist supplemental contract position left open by the resignation of Ms. Mary Napoli.

1. (i) Crystal Hamm: Ms. Hamm is being recommended to fill the licensed practical nurse position that is required due to the medical needs of a student, as identified in the student's individualized education program.

B. ACTION CONSENT ITEMS

1. Memorandum of Understanding (MOU) with the Wadsworth Education Association (WEA): The MOU between the Wadsworth City School District Board of Education and the WEA being recommended for approval details the additional payment to Ms. Melissa Eaton, teacher, for the loss of planning time minutes each day, per the *Negotiated Agreement*, due to Ms. Eaton teaching an additional class at Wadsworth Middle School.

2. Summit County Educational Service Center Governing Board Contract: The Contract for Services Supervised by ESC Board between the Summit Educational Service Center Governing Board and the Wadsworth City School District Board of Education being recommended for approval allows for our district to receive school psychologist services from the Summit County Educational Service Center. These services are necessary due to the maternity leave of one (1) of our school psychologists.

3. Memorandum of Understanding (MOU) with the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA): The MOU between the Wadsworth City School District Board of Education and the WESPA being recommended for approval details the process

used to replace an employee who is on leave. The MOU will govern how the position is filled until the employee has been on leave for one hundred eighty (180) days; then the position will be posted and filled according to the *Collective Bargaining Agreement*.

4. Standard Terms and Conditions with Palitto Consulting Services: The Standard Terms and Conditions with Palitto Consulting Services being recommended for approval will allow our district to purchase a block of support hours, as we have done in previous years.

6. Dramatic Performing Rights License for Elf, Jr., the Musical: The Dramatic Performing Rights License for ELF, Jr., the Musical being recommended for approval allows our middle school to have rights to perform the play.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

The Wadsworth City Board of Education met in Regular Session on Monday, August 13, 2018, at 7:00 P.M. at the James R. McIlvaine Performing Arts Center, 625 Broad Street.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Gordon, Kramer, McComas, McDougal
Absent	
Administrators	14
Staff	2
Visitors	4

18-08-65 APPROVAL OF BOARD MINUTES

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

Regular Session July 9, 2018

VOTE: Yea - Gordon, Kramer, McComas, McDougal, Batey
 Nay - None

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

- A.** Update/Discussion: Elementary Student Placement for the 2018-19 School Year
- B.** Discussion: Request to Schedule a Special Board of Education meeting the week of August 20, 2018
 - Special BOE Meeting – Friday, August 24, 2018 at 4:00 p.m. at Administration Building
- C.** Medina Gazette Best of the Best.
- D.** 2018-19 Carpentry Program.
- E.** School Safety Enhancements Update

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

ADMINISTRATIVE ITEMS:

18-08-66 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Personnel Consent Items from the August 13, 2018, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations:

- | | | |
|----|------------------|---|
| a) | Heather Pantoja | Kindergarten Teacher |
| b) | Shauna Vetrick | Non-teaching School Employee
WHS custodial position only (eff. 07/10/18) |
| c) | Laurie Faye | Title I Tutor |
| d) | Kathy Zagar | WHS Fall Drama Co-Director (suppl. contract) |
| e) | Wendy Pallija | Non-teaching School Employee |
| f) | Tara Files | Substitute Bus Driver (eff. 08/09/18) |
| g) | Paige Baranowski | Cafeteria Helper position only (eff. 08/08/18) |

2. Employments:

- | | | |
|----|---------------------|------------------------------------|
| a) | Hannah Lahiff | One-Year Limited Teaching Contract |
| b) | Michelle Strickland | Non-Teaching School Employee |
| c) | Christine Thoma | Non-Teaching School Employee |
| d) | Rebecca Williams | Non-Teaching School Employee |
| e) | Kelsie Erhard | One-Year Limited Teaching Contract |

f) Classified Substitutes

Carla Auffenberg	Kenny Combs
Patricia Bates	Karen Cool
Linda Baumgartner	Robert Daugherty
Kristen Beddow	Carol Drown
Dana Berlin	Douglas Edwards
Hunter Blackburn	Dawn Falkenstein
Leica Bowsher	Tara Files
Stephanie Calkins	Richard Gangle
Nicholas Carter	Denise Gleason
Lori Cheslock	Brandie Hall

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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Date: August 13, 2018

Herbert Hooser	Andrew Provchy
Rachel Hough	Loree Runkle
Terry Jones	Susan Seathoff
Char Kasner	Karla Sayre
Chris Kallai	Jill Shaw
Anne Kelly	Lori Shed
Beth Lance	Barbara Skamer
George Langley	Kathleen Smith
Kelsey Lanham	Melanie Starcher
Derrel Larsen	Sara Steinkerchner
Elizabeth Mendel	CaRea Wade
Erica Nadeau	Allyson Wagner
Darren Newcomer	Mark Wapenaar
Becky Osborne	Kendra Weaver
Kristie Pasquerella	April Wellman
Dianne Pratt	Jennifer Wolfert

g) Supplemental Contracts:

Severine Ford	Student Worker 2017 Football Camp
Maria Daull	Design Camp Instructor
Kip Shipley	Design Camp Instructor
Lindsay Hastings	Band Camp Instructor (eff. 07/23/18)
Destiny Lowry	Varsity Asst. Girls Cross Country Coach
Greg Stoner	CIS Science Dept. Head
Meagan Neumann	Prevention Specialist
Ryun Louie	Percussion Studies Coordinator
	Elementary Percussion Instructor
Heidi Steele	Reserve Girls Soccer Coach (eff. 07/16/18)
Michael Wenger	9th Grade Wrestling Coach
Bre Ganuelas	Vol. Middle School Girls Lacrosse
Stacey Wilson	WMS Fall Cheerleading Coach (eff. 07/30/18)
	WMS Winter Cheerleading Coach (eff. 07/30/18)
Lauren Ross	Excess Hours (Counseling - 111 hours)
Jodie McInnes	Excess Hours (Counseling - 87 hours)
Laurie Freund	Excess Hours (Counseling - 87 hours)
Kelly Rapp	Excess Hours (Counseling - 99 hours)
Victoria Albanese	Excess Hours (Counseling - 18 hours)
Jeffrey Walck	Varsity Asst. Volleyball Coach (eff. 07/25/18)
Kalyn Davis	WMS Musical Co-Director
Debbie Lake	WMS Musical Co-Director

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WADSWORTH CITY BOARD OF EDUCATION

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Adam Evans	WMS Asst. Football Coach	(eff. 08/01/18)
Brad Tschannen	WMS Asst. Football Coach	(eff. 08/01/18)
Christian Baughman	Volunteer Asst. Wrestling Coach	
Shannon Fisher	Year One Resident Educator Mentor	
Abby Elliott	Year One Resident Educator Mentor	
John Yaggi	Year One Resident Educator Mentor	
Ashlee Marshall	Year One Resident Educator Mentor	
Barb Crookes	Year One Resident Educator Mentor	
Krista Jones	Year Two Resident Educator Mentor	
Katie Titus	Year Two Resident Educator Mentor	
Tricia Claypool	Year Two Resident Educator Mentor	
Gregory Stoner	Year Two Resident Educator Mentor	
Beth Lawrence	Year Three Resident Educator Mentor	
Vicki Fugate	Year Three Resident Educator Mentor	
Jason Ball	Year Three Resident Educator Mentor	
Sara Storm	Year Three Resident Educator Mentor	
Rachel Bendel	Year Three Resident Educator Mentor	
Lori Robinson	Year Three Resident Educator Mentor	
Katherine McKenzie	Rtl Chair	
Stefanie Shapperd	Rtl Member	
Autumn Reeves	Rtl Member	
Joseph Shalala	Bus Ramp Duty	

h) Athletic Event Workers: (\$30/Event)

Patti Allen	Phil Horrisberger
Mary Beth Baxley	Barb Jensen
Karen Beavers	Chris Kallai Sr
Jodi Bowers	Chris Kallai Jr
Mark Carr	Josh Kallai
Barb Caskey	Larry Kaufman
Janice Cerovic	Jason Knapp
Rhonda Clem	Jeff Kreider
Dave Cutting	Kirk Kresowaty
Aly Dannemiller	Mike Kyner
Val Dannemiller	Jim Ladrach
Cindy Farver	Cheryl Miller
Diane Forsuch	Bonnie Montoni
John Gramuglia	Don Moore
Kristen Highland	Sherri Moore

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

Mia O'Connor	Peggy Tanner
Mark Postak	John Thompson
Gail Salem	Joyce Van Eck
Mike Schmeltzer Jr	Kandi Wallet
Bob Schoonover	Jami Wyrick
Carolyn Schoonover	Jill Young
Sarah Steinkerchner	

- i) Athletic Event Parking Attendants: (\$20/Event)

Randy Putt
Ron Putt

- j) Grizzly Invitational Workers: (\$25/Event)

Lorraine Brandenburg
Sam Brandenburg
Kristen Maurer
Renee Riggensbach
Julie Zollinger

3. Recommendation to approve unpaid medical leave for Carla Daniels from the end of her allowable sick leave for a period not to exceed two (2) years.
4. Recommendation to employ the following students as Theatre Technicians, assisting with sound and lighting systems, with a pay rate of \$10/hour for school performances/activities and/or \$20/hour for organizations renting District facilities:
- a) Katy Doty
 - b) Hope Hyde
 - c) Elaina McNeely
 - d) Ali Scalera
5. Recommendation to recall Karen Fuller (Special Education Aide) to her original 3 hours/work day (eff. 08/20/18).

VOTE: Yea – Gordon, Kramer, McComas, McDougal, Batey
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

18-08-67 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Kramer**, to adopt the Action Consent Items for the August 13, 2018, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve the College Tech Prep Articulation Agreements with Kent State University, for the period of August 14, 2018 through May 28, 2020: **(ATTACHED)**
 - a) Mechanical Engineering, Mechtronics Concentration
 - b) Mechanical Engineering, General Concentration
 - c) Electrical Engineering, Computer Concentration
 - d) Electrical Engineering, General Concentration
 - e) Programming, Internet & Multimedia Concentration
 - f) Programming, General Technology Concentration
 - g) Programming, Application Development Technology Concentration
 - h) Computer Technology, Network Technology Concentration
2. Recommendation to approve the Independent Contractor Agreement with KMN Whole Music LLC for the period of August 1, 2018 through July 31, 2019. **(ATTACHED)**
3. Recommendation to accept a donation of school supplies from the Michael's Corporation, valued at \$1,600.
4. Recommendation to approve the following Memorandum of Understandings with the Wadsworth Education Association: **(ATTACHED)**
 - a) Middle School Football Coaches Supplemental Contract Pay
 - b) K-4 Teacher Opening Staff Meeting
 - c) Carpentry Teacher Additional Days Worked
5. Recommendation to approve Randy Barnett as a Wadsworth High School graduate, having met the requirements through Ohio's 22+ Adult High School Diploma Program.
6. Recommendation to approve membership in the Ohio Schools Council for the 2018-2019 school year.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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7. Recommendation to approve the Commercial Monitoring and Alarm Services Agreement with Koorsen Fire & Security for the period of August 14, 2018 through August 13, 2021. **(ATTACHED)**
8. Recommendation to approve the receipt of \$500.00 from the Ohio Association of School Business Officials for Treasurer Mentoring into the Dave Sladky Scholarship account.
9. Recommendation to approve the overnight softball trip to Orlando, Florida from March 31 through April 6, 2018.
10. Recommendation to approve the following modification to the High School 2018-2019 school calendar for end-of-course testing:
 - a) April 11, 2019: No school for 11th and 12th grade students; 9th and 10th grade students will come to school to take their English end-of-course exam.
 - b) April 16 and April 18, 2019: Two (2) hour delay each day; students who will take Algebra 1 and/or Geometry will arrive at regular time each day.
11. Recommendation to approve the Consultant Contract between the Berckemeyer Consulting Group and the Wadsworth City School District Board of Education for February 1, 2019. **(ATTACHED)**
12. Recommendation to approve the Agreement between the Wadsworth Salvation Army and the Wadsworth City School District Board of Education for the period of June 16, 2018 through June 15, 2019. **(ATTACHED)**
13. Recommendation to approve bus and vehicle routes for the 2018-2019 school year.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

14. Recommendation to declare the following resident students impractical to transport, enabling their parents/guardians to apply for state transportation reimbursement for the 2017-2018 school year:
 - a) Analise Lucey, Wadsworth, to Northside Christian Academy
Parents: Tom and Megan Lucey
 - b) Tommy Lucey, Wadsworth to Northside Christian Academy
Parents: Tom and Megan Lucey
15. Recommendation to approve the revised School Safety Memorandum of Understanding and School Resource Officer Program Manual between the City of Wadsworth Police Department and the Wadsworth City School District Board of Education. **(ATTACHED)**
16. Recommendation to approve the Group Retrospective Rating Participation Agreement with the Ohio Bureau of Workers' Compensation for the period of January 1, 2019 through December 31, 2019. **(ATTACHED)**
17. Recommendation to approve the Claims & Third Party Administration Agreement between Paramount Preferred Solutions, Inc. and the Wadsworth City School District Board of Education for the period of January 1, 2019 through December 31, 2019. **(ATTACHED)**
18. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education policies:
 - a) 5112 Entrance Requirements (revised)
 - b) 5330.04 Procurement and Use of Naloxone (Narcan) in
Emergency Situations (new)
 - c) 7510 Use of District Premises (revised)
19. Recommendation to approve the revisions to the following benefit provision manuals:
 - a) Hourly Exempt
 - b) Salary Exempt
 - c) Four Cities Compact Hourly Exempt
 - d) Four Cities Compact Salary Exempt

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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20. Recommendation to approve the Motter & Meadows Architects Proposal for Architectural Services for Baseball and Softball Barrier Netting System, Wadsworth High School, Wadsworth City Schools. **(ATTACHED)**
21. Recommendation to approve the Special Needs Transportation Proposal with the Medina County Schools ESC for the 2018-2019 school year. **(ATTACHED)**
22. Recommendation to approve the Educational Service Center of Northeast Ohio Contract for Handicapped Pupils Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence Agreement for Admission of Tuition Pupils Pursuant to Section 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. **(ATTACHED)**
23. Recommendation to accept a \$500 donation from Ron and Cindi Samic.
24. Recommendation to approve the Independent Contractor Agreement for Non-STRS/SERS Covered Services with Total Education Solutions for the period August 1, 2018 through June 30, 2019. **(ATTACHED)**
25. Recommendation to approve the Independent Contractor Agreement for SERS Covered Services with Total Education Solutions for the period August 1, 2018 through June 30, 2019. **(ATTACHED)**
26. Recommendation to approve the Service Agreement with PSI Affiliates, Inc./ PSI Associates for the 2018-19 school year. **(ATTACHED)**
27. Recommendation to approve the Independent Contractor Agreement for SERS Covered Services with Partners for Success and Innovation (PSI), beginning August 1, 2018 and ending July 31, 2019. **(ATTACHED)**
28. Recommendation to approve the STOP!T Subscriber Agreement for the period of August 14, 2018 through August 13, 2019. **(ATTACHED)**
29. Recommendation to approve a Memorandum of Understanding between the Wadsworth Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA. **(ATTACHED)**

VOTE: Yea – McComas, McDougal, Batey, Gordon, Kramer
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

TREASURER ITEMS

18-08-68 Upon the recommendation of Treasurer Beeman, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Action Consent Items for the August 13, 2018, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to return advances to the General Fund (001) from:

a)	Building Fund (004-900C)	\$4,063,172.57
b)	Perkins Grant (524-9018)	\$151,242.55
c)	Title I (572-9017)	\$6,046.02

2. Recommendation to accept the June financial reports as presented and subject to audit:

- a) Financial Report by Fund
- b) Revenue Account
- c) Appropriations Report

VOTE: Yea – McDougal, Batey, Gordon, Kramer, McComas

Nay – None

Motion Carried,

LEGISLATIVE UPDATE

Kramer reported:

- Statistic - Home schooling has increased 55% in the past two year.
- Early Education - State legislators have placed an emphasis on preschool.
- Governor signed a new grant to provide additional SRO's and related training.

FLOOR ITEMS

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

BOARD MEMBER ITEMS

18-08-69 The motion was made by **Batey**, seconded by **Kramer**, to approve an Addendum to the Contract dated February 8, 2016 between the Wadsworth City School District Board of Education and Dr. Andrew Hill, Superintendent.

VOTE: Yea – Batey, Gordon, Kramer, McComas, McDougal
Nay – None Motion Carried,

18-08-70 The motion was made by **Gordon**, seconded by **McComas**, to approve an Addendum to the Contract dated July 10, 2017 between the Wadsworth City School District Board of Education and Douglas D. Beeman, Treasurer.

VOTE: Yea – Gordon, Kramer, McComas, McDougal, Batey
Nay – None Motion Carried,

Batey Thanked teachers and staff that assisted with the feeding Medina County delivery of food bags this past summer. She also thanked Tiffany McMillan for organizing the program at Trinity Church and Laura Giermann for assisting with the administration of the program. She acknowledged Michaels Corporation for their donation of school supplies for the feeding Medina County families.

Kramer Wished best of luck to the Fall athletics in their upcoming competitions and to the 2018 graduates success as they head into the workforce or college.

McDougal Recognized Dr. Evans for the success of the STEM and Coding Camps and the maintenance and custodial staff for getting the buildings and grounds ready for the start of school.

McComas Recognized Dr. Hill and the entire staff for preparing for the start of the school year.

Gordon Thanked the Board members, Dr. Hill and Mr. Beeman for working with her during her absence. She mentioned her excitement for the new school year starting and announced the preview and scrimmage at Art Wright Stadium on Thursday night. She also recognized the marching band for their positive showing at Art Wright Stadium upon their return from Band Camp.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

EXECUTIVE SESSION

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

- A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. **Employment**
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested).
- B. **To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.**
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by Federal law or rules or State statutes.
- F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

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

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: August 13, 2018

18-08-71 EXECUTIVE SESSION

The motion was made by **Batey**, seconded by **Gordon**, to enter Executive Session at **8:01** p.m.

VOTE: Yea – Kramer, McComas, McDougal, Batey, Gordon
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at **9:14** p.m.

18-08-72 ADJOURNMENT

The motion was made by **Gordon**, seconded by **McComas**, to adjourn at **9:15** p.m.

VOTE: Yea – McComas, McDougal, Batey, Gordon, Kramer
Nay – None

Motion Carried,

(Signed) _____
Jody McDougal, President

(Attested) _____
Douglas D. Beeman, Treasurer

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

This Memorandum of Understanding is entered into this 15th day of August 2018, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

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

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

a. Elementary – Two hundred ten (210) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than twenty (20) consecutive minutes.

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

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

d. Tutors working at least fifty percent (50%) will receive one hundred (100) minutes of planning time per week."

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

1. For the first semester of the 2018-2019 school year, Ms. Melissa Eaton will have a twenty-six (26) minute planning time, instead of the forty-five (45) minute, regular class period, at the middle school. This is due to Ms. Eaton teaching an additional class during a portion of her planning time.
2. In lieu of the lost planning time minutes each day, Ms. Eaton will be paid for nineteen (19) minutes per day at her per diem rate. Ms. Eaton will submit a time sheet to Mr. Jackson, according to our bi-weekly pay schedule, to be paid for the time worked.
3. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
4. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

**For the Wadsworth City School District Board
of Education**

Rob Earle, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Stephine Schmeltzer, WEA Co-President

**CONTRACT FOR SERVICES
SUPERVISED BY ESC BOARD**

This **AGREEMENT** is entered into this _____ day of _____, **2018** between **Wadsworth City School District**, Wadsworth, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and the **Summit Educational Service Center Governing Board**, Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

1. The ESC Board shall provide to the LEA, the following services for during the **2018-2019** school year (hereinafter referred to as "the Service"):

40 days of Substitute School Psychologist Services at 550.00 per day

2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider").
3. The LEA shall pay the ESC Board the sum **not to exceed \$22,000.00** by the end of the term indicated in paragraph 1, above for the agreed number of days indicated in paragraph 1, above. This sum shall not be subject to any pro rata reduction for days on which the Service Provider is assigned to the LEA but does not work for the LEA due to sick or emergency leave. If, due to long term illness, the Service Provider does not work for five (5) consecutive work days or more and the ESC Board does not provide a substitute, the LEA may claim a pro rata reduction of this sum for those days not provided as a result of the long term illness. There shall be no pro rata reduction of the sum for time spent by the Service Provider on ESC supervision, staff development and inter-district projects related to the assigned work.
4. The ESC Board shall assign the Service Provider to the LEA for the specified number of days during the term specified in paragraph 1, above.
5. The ESC Board shall attempt to make arrangements for a substitute for the Service Provider when the Service Provider is on extended leave.
6. The LEA shall provide adequate workspace for the Service Provider, if necessary.
7. The ESC Board shall provide all supplies, materials, equipment, clerical support, mileage reimbursement and staff development for the Service Provider. The need for such items shall be determined by the ESC Board.
8. The ESC Board shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.111, Ohio Revised Code.
9. The ESC Board shall determine the work schedule and work rules of the Service Provider.
10. The Service Provider shall follow the ESC Board's policies concerning wage and benefits.

11. The Service Provider shall follow the ESC work rules, including but not limited to, reporting procedures and working conditions.
12. The Service Provider shall report times worked in the manner prescribed by the ESC Board and complete the necessary ESC Board leave forms when necessary.
13. The Service Provider shall abide by the customs of the LEA.

**WADSWORTH CITY SCHOOL
DISTRICT
(LOCAL EDUCATION AGENCY)**

By: _____
Title _____

Date: _____

By: _____
Title _____

Date: _____

**SUMMIT EDUCATIONAL
SERVICE CENTER GOVERNING
BOARD**

By: _____
Title: President, Governing Board

Date: _____

By: _____
Title: Treasurer of Governing Board

Date: _____

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

This Memorandum of Understanding is entered into this 17th day of August 2018, pursuant to Articles VI of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District"); and, whereas Article 6.04, Temporary Assignment, states, in part, the following:

"A. When a member, other than a full-time custodian and food service member, is scheduled to be absent more than five (5) consecutive work days, the Board will first offer the absent member's position, according to District seniority within the classification, to a qualified regular part-time member within the building first, on a rotating basis. If no member within the building accepts the temporary assignment, the administration may then offer the temporary assignment, according to District seniority within the classification, to members outside the building on a rotating basis. An outside substitute will fill the vacancy resulting from a member's substituting for the bargaining unit member (only one (1) replacement will occur, once a member accepts the temporary position, the substitute will fill his/her regular position)."

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

1. To effectively address all aide coverages at the high school during _____ long-term absence high school administration will disregard the limitation to only have one replacement when a member accepts a temporary position. The following changes will occur as a result.
 - a. _____ has a work time of 7:20-2:35
 - i. Debbie Lake moves from 7:15 - 1:15 TO _____ spot 7:20 - 2:35
Gail Madigan moves from 8:10 - 12:50 TO Debbie Lake's spot 7:15 - 1:15
Sherrie Moore moves from 10:30 - 12:30 TO Gail Madigan's spot 8:10 - 12:50
Carol Grey takes over Sherrie Moore's hours and her new hours would be 7:30 - 12:30.
2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

**For the Wadsworth Educational Support
Personnel Association OEA/NEA**

JoNell Fox, President

**For the Wadsworth City School District Board
of Education**

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____



PALITTO CONSULTING SERVICES

150 Main Street, Wadsworth, OH 44281

P: 330.335.7271 • F: 330.335.7275

www.palittoconsulting.com

QUOTE

Number AAAQ11509

Date Aug 7, 2018

Sold To

Wadsworth City Schools

Phil Luthman

625 Broad Street

Wadsworth, OH 44281

Ship To

Wadsworth City Schools

Phil Luthman

625 Broad Street

Wadsworth, OH 44281

Your Sales Rep

David Virkler

Phone 330-335-1406

Fax

Phone 330-335-1406

Fax

Qty	Description	Unit Price	Ext. Price
60	Block of regular hours for Support	\$135.00	\$8,100.00

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: _____

Date: _____

Signature: _____

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

SubTotal	\$8,100.00
Tax	\$0.00
Shipping	\$0.00
Total	\$8,100.00



150 Main Street
Wadsworth, OH 44281
Phone: 330.335.7271 Fax: 330.335.7275
www.palittoconsulting.com

Standard Terms and Conditions

Thank you for considering Palitto Consulting Services (PCS) for your Information Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on the face of this proposal will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) **Hardware and Software:** 100% of quote paid upon signing of the proposal, or 50% of quote paid upon signing of the proposal plus a credit card number that will be charged for the balance upon delivery of goods.
 - a) Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. PCS is not responsible for vendor delivery delays and out of stock items.
 - b) All returned items are subject to up to a 25% restocking fee plus "as used" service time cost.
 - c) This section does not include custom software development.
- 2) **Fixed Price Projects:** 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under PCS's standard terms of Net 20 days. A fixed price project is any project that does not have an hours estimate included in the quote.
- 3) **Quoted Labor Amounts:** 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under PCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

PCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

PCS sells only the highest quality of products. All custom software sold by PCS has a 60 day break/fix support period beginning on date of installation; support outside of this timeframe is subject to additional charges. All items sold do not have a PCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. PCS is not responsible to refund warranty items without the original box and all accessories. PCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

Clients purchasing custom software, reports or programming services are provided a license to use these products or resulting products for internal purposes. PCS retains all ownership copyrights, and other rights to the software unless otherwise noted with exceptions specified on the quote and P.O. All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

PCS' entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR PHYSICIAN AGREEMENT
AND WAIVER OF LIABILITY AND RELEASE FORM**

The Wadsworth City School District Board of Education ("Board") and the undersigned ("Contractor") enter into the following agreement for the provision of services as an independent contractor:

1. **Authority:** This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Contractor shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.
2. **Engagement:** The Board engages Contractor as an independent contractor for the performance of certain professional services. Specifically, Contractor shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Contractor.
3. **Term:** This Agreement is effective as for the 2018-2019 school year (i.e., July 1, 2018, through June 30, 2019) and is expressly contingent on the Contractor holding a license to practice medicine in Ohio. Contractor understands that this Agreement shall terminate automatically if Contractor fails to hold a license to practice medicine in Ohio. The Board may also terminate this Agreement whenever the Board determines that the services of Contractor are no longer needed. Contractor may terminate this Agreement at Contractor's option upon thirty (30) days prior written notice to the Board.
4. **Payment:** Contractor is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.
5. **Other Compensation:** Contractor agrees that under no circumstances shall Contractor accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of Contractor's duties under this Agreement.
6. **Duties:** Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement. Contractor shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.
7. **Independent Contractor:** In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor (or Contractor's employees, if any). Contractor shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits for Contractor and Contractor's employees, if any. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.
8. **Instrumentalities and Tools:** Contractor shall supply the instrumentalities and tools necessary for Contractor to perform the services under this Agreement. Contractor may donate such

additional medical equipment and supplies to the Board and students as Contractor sees fit, provided such donation does not remove any portion of the Board's control over the donation.

9. **Indemnity and Hold Harmless:** Contractor shall indemnify, defend, and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions. Contractor's obligation to indemnify, defend, and hold harmless the Board shall not exceed \$3,000,000.00 per instance or occurrence, except in cases of willful or intentional actions or omissions by Contractor which shall have no maximum obligation.
10. **Release and Waiver of Liability:** Contractor shall perform work under this Agreement at Contractor's own risk. Accordingly, the Board requires as a condition of Contractor's service that Contractor fully release the Board and agree not to sue the Board for any claim that may arise out of the Contractor's service. By signing this Agreement, Contractor expressly agrees that, in consideration for being provided the opportunity to serve the public good on a pro bono basis, Contractor knowingly accepts the obligations described above and hereby **RELEASES, WAIVES, AND DISCHARGES** the Board, its members, employees, agents, personal representatives, successors and assigns, **FROM ANY AND ALL LIABILITY OR CLAIMS, KNOWN AND UNKNOWN, WHATSOEVER** arising out of this Agreement.
11. **Confidentiality:** As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. See 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.
12. **Criminal Records Check:** Contractor agrees that the services under this Agreement may require Contractor to work unsupervised with children on a regular basis. As a result, the Board requires Contractor to provide a set of impressions of Contractor's fingerprints to the Board so that a criminal records check can be conducted at the Board's expense. This criminal records check will be done before Contractor begins Contractor's duties and as a condition of Contractor's continued service under this Agreement. Pursuant to Board Policy 8142, if a criminal records check indicates that Contractor has been convicted of or pleaded guilty to any of the offenses described in R.C. 3319.39(1) Contractor shall not be permitted to perform any services for the Board.
13. **Compliance With Policies:** Contractor agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer. Contractor agrees to display appropriate behavior at all times when providing services under this Agreement.
14. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Contractor that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.
15. **Amendment:** This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.
16. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
17. **Waiver of Contractual Right:** The failure of either party to enforce any provision of this

Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.

18. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

Thank you for your interest in being an independent contractor physician for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

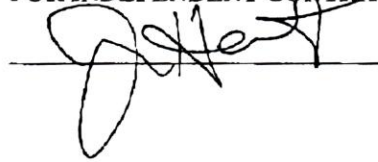
PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

**FOR THE WADSWORTH CITY SCHOOL
DISTRICT BOARD OF EDUCATION:**

Jody McDougal*
Board President (In Official Capacity Only)

Douglas D. Beeman*
Treasurer (In Official Capacity Only)

FOR INDEPENDENT CONTRACTOR:



Authorized Pursuant to Board Resolution No. _____

* This Agreement has no legal effect absent Board
approval

Independent Contractor Agreement and Waiver of Liability Form

Via E-mail: kdavis@wadsworthschools.org (3 pages total)

August 10, 2018

Kalyn Davis
Wadsworth Middle School
Wadsworth, Ohio

RE: *Elf, The Musical Junior* Performance License

You recently placed an order with one of our music retailers for the Broadway Junior ShowKit, *Elf, The Musical Junior*, which has been sent to me for licensing. All Broadway Junior shows must have a performance rights license completed and one is attached which covers your production of this show.

Please fill out the top section of the license, initial item #3, sign and date the bottom and fax it to **414-774-0747** or scan and email it to **broadwayjunior@halleonard.com**. You do not need to mail a hard copy.

We cannot ship your ShowKit until we receive your completed license. All licenses must be returned within 60 days.

Please note that all actors must be enrolled in Grade 9 or under.

Also note that there is no video or audio taping allowed of this show without the purchase of a \$75.00 (U.S.) *Limited Home Use Video Recording Permission* license provided by Walt Disney Company. If you are interested in purchasing this license, please let me know by fax or e-mail and I will send you one along with instructions for completing it.

Also for your reference only, I have included a product price list. For a complete list and information on all the junior musical shows available, please visit our web site at www.halleonard.com/choral and click on CLASSROOM MUSIC.

If you have any questions, please contact me at **800-524-4425 ext. 5370**.

Sincerely,



Jody A. Kulig
Licensing Coordinator for Junior Musical ShowKits
broadwayjunior@halleonard.com

Attachment



Contract #: **51002735**

**DRAMATIC PERFORMING RIGHTS LICENSE for
ELF, THE MUSICAL JUNIOR**

By signing below, You the undersigned ("You" or "Your"), hereby agree to perform this musical show, using the authorized ShowKit™ from MTI's Broadway Junior Collection® (the "ShowKit™") provided in conjunction with the issuance of this license:

School: _____ Principal: _____
Teacher: _____ Teacher E-mail: _____
School Address: _____ City: _____ State: _____ Zip: _____
School Telephone: _____ School Fax: _____

Your ShowKit™ retails for \$645.00 and includes the following materials: (30) Actor's Scripts (script & music)
(1) Director's Guide (including logo pages, production handbook, script, etc.) • (1) Piano/Vocal Score
(2) Accompaniment and Guide Vocal CDs • (1) Choreographic DVD • (1) Media Disk • (30) Family Matters Booklets

YOU AGREE TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. You shall have unlimited rights to perform this play during the 12-month period **08/24/18 to 08/24/19**.
In any event, it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past license date. You agree that: [a] ticket prices for any performance of the show shall not exceed \$10.00 per ticket, and [b] no performances shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.
2. The performance rights granted by this license apply only to the school named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play.
3. _____ (PLEASE INITIAL) You affirm You represent an accredited school and affirm that this play will be performed solely by Your students enrolled in ninth grade and under.
4. The student libretto/vocal books are to be distributed to the performers and are theirs to keep.
5. All advertising such as posters and program covers must include the show logo as provided in the ShowKit™ Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of tee shirts if purchased from Music Theatre International. You will inform the parents and students that they are also bound by this prohibition.
6. You understand that this play is fully protected by copyright laws, and therefore:
 - You will properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs **exactly** as provided.
 - You will perform this show from MTI's Broadway Junior Collection® **exactly** as it has been provided to You in the ShowKit™ materials and You will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.
 - You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of Your junior production, You do have permission to make limited individual practice tapes from the performance CD to provide to some students as needed which may contain up to a maximum of three (3) songs per each student. Such tapes may not be otherwise disseminated in any way.
 - Recording: This license does not grant You the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including but not limited to, audiocassette, videotape, film, CD, DVD and digital sequencing. You, on behalf of the undersigned school, assume full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement. **

****PLEASE NOTE that there is a limited video license available for this title for a licensing fee of \$75.00 (see cover page)**

SHOWKITS™ ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

AGREED TO AND ACCEPTED BY:

Print Your Name: _____ Title: _____

Your Signature: _____ Date: _____

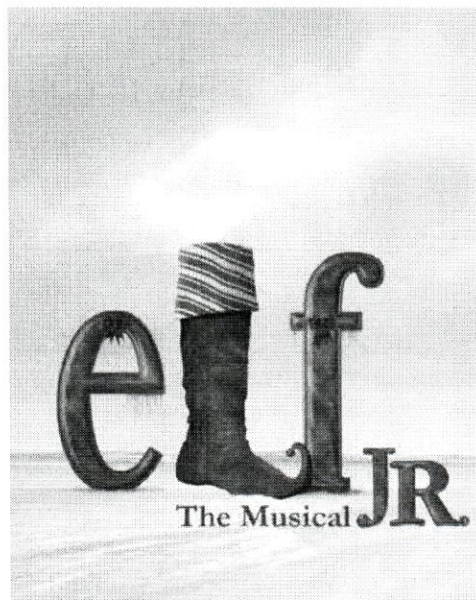
DRAMATIC PERFORMING RIGHTS

LICENSING INFORMATION

For an all-inclusive royalty/materials fee of \$645.00 (plus shipping) you will receive a complete ShowKit® which includes:

- 30 Actor's Scripts
- Piano/Vocal Score
- Director's Guide
- 2 Performance/Accompaniment CDs
- Choreography DVD
- Media Disc
- 30 Family Matters™ Booklets

After placing your order with an authorized music dealer, you will receive a Dramatic Performing Rights License from Hal Leonard. After returning the completed license, your ShowKit® (non-returnable) will be shipped to you.



☒ 00147934 *Elf The Musical JR.* ShowKit® \$645.00

For schools who need additional items, the following *Elf The Musical JR.* add-ons are available: *

☐ 00147936 Piano/Vocal Score	\$40.00	☐ 00147942 Choreography DVD	\$50.00
☐ 00147935 Director's Guide	\$100.00	☐ 00147940 Student Rehearsal CD	\$10.00
☐ 00147937 Actor's Script.....	\$10.00	☐ 00147941 Student Rehearsal CD 20 Pak	\$100.00
☐ 00147938 Actor's Script 10 Pak	\$75.00	☐ 00147943 Media Disc	\$10.00
☐ 00147939 Rehearsal/Accompaniment CDs.....	\$75.00	☐ 00147944 Audio Sampler	\$10.00

* These items only available to schools/organizations who have licensed the production and purchased the complete ShowKit®.

BILL TO

School/Organization _____
 Name/Title _____
 Address _____
 City/State/Zip _____
 Phone Number () _____
 Purchase Order # _____
 Authorized Signature _____

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 Address _____
 City/State/Zip _____
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