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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, DECEMBER 10, 2018, 7:00 p.m.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Student/Staff Recognition**

- A. December Students of the Month

<u>Student</u>	<u>Grade</u>	<u>School</u>
Natalie Moser	04	Franklin Elementary School
Avneet Singh	04	Isham Elementary School
Vega Kray	04	Lincoln Elementary School
Vincent Terranova	04	Overlook Elementary School
Nada Ignjatovic	04	Valley View Elementary School
Madisyn Barker	05	Central Intermediate School
Alex Innocenti	07	Wadsworth Middle School
Faith Merkle	11	WHS Career-Technical
Joseph Gray	12	WHS Career-Technical
Alexandra Zuder	12	Wadsworth High School
Eric Auffenberg	12	Wadsworth High School

- VI. Administrative Discussion Items, Presentations, and Updates**

- A. Discussion: New High School Band Uniforms
- B. Discussion: Mental Health Committee
- C. Discussion: Recognition of Students Who Have Passed Away
- D. Rectangular Rapid Flash Beacon (RRFB)
- E. Wadsworth High School Named to the 9th Annual AP Honor Roll

- VII. Administrative Items**

- A. PERSONNEL CONSENT ITEMS

- 1. Resignations

- a) Kacie Stallman, Bear Cub Academy aide position only, eff. 12/12/2018

- b) Denise Riegler, Teacher, retirement eff. 6/1/2019
 - c) Sandra Hall, Non-teaching School Employee, retirement eff. 1/28/2019
- 2. Employments
 - a) Andrea Lovell, Non-teaching School Employee
 - b) Pam Garens, Non-teaching School Employee
 - c) Classified Substitutes, per attached list
 - d) Volunteers, per attached list
 - e) Athletic Contest Workers, per attached list
 - f) Athletic Event Workers, per attached list
 - g) Lydia Newcomer, Non-teaching School Employee, eff. 12/10/2018
 - h) Paul Pallini, Varsity Boys Track & Field Coach (supplemental contract)
 - i) Donna Adams, Certified Substitute
 - j) Margot Costello-Gibson, Certified Substitute
- 3. Recommendation to grant unpaid leave, not to exceed two (2) years, to Pamela Hammel, effective October 16, 2018

B. ACTION CONSENT ITEMS

- 1. Recommendation to accept a \$20,000 donation from the Wadsworth Grizzlies Community Foundation
- 2. Recommendation to approve the KEEP Academy Commitment Form for Fall 2018 with Kent State University
- 3. Recommendation to approve the amended Memorandum of Understanding with the Wadsworth Education Association
- 4. Recommendation to approve the revised Contract for Services Supervised by ESC Board with the Summit Educational Service Center Governing Board for the 2018-2019 school year
- 5. Recommendation to approve the Wadsworth Grizzlies Community Foundation as a Wadsworth City School District Board of Education District Support Organization
- 6. Recommendation to approve a high school choir overnight trip to Orlando, Florida from November 29-December 4, 2019
- 7. Recommendation to approve the Tour Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education
- 8. Recommendation to approve the Travel Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education
- 9. Recommendation to approve the donation of Scholastic books, valued at \$4,770.63, to Overlook Elementary School
- 10. Recommendation to approve the Department Chair at WMS/CIS job description

11. Recommendation to approve the Notification of Entry for the 2018-2019 School Year with the Cleveland Metropolitan School District
12. Recommendation to approve an overnight trip for eighth grade band and choir members on May 17, 2019, to Sandusky, Ohio
13. Recommendation to approve the Group Sales Agreement between Great Wolf Lodge and the Wadsworth City School District Board of Education
14. Recommendation to accept the lowest responsible and responsive bid of Southway Fence Company for the the Wadsworth High School Baseball and Softball Fields Fencing and Barrier Netting System at a total cost of \$155,000.00
15. Recommendation to approve the AIA Standard Abbreviated Form of Agreement between Southway Fence Company (Contractor), The Wadsworth City School District Board of Education (Owner), and Motter & Meadows Architects (Architect)

C. PERSONNEL ITEM

1. Recommendation to approve Chris Kallai for five (5) hours of work completed on the Four Cities Compact Carpentry Program house

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Announcement that the school district's total assessed valuation for calendar year 2017 increased 4.42% to a total of \$42,843,090
2. Recommendation for the Board to renew its membership in the Ohio School Boards Association, including the OSBA Legal Assistance Fund, for calendar year 2019
3. Call for the 2019 Organizational Meeting of the Wadsworth City School District Board of Education to be held on January ?, 2019 at 7:00 p.m. in the Wadsworth High School Performing Arts Center and to appoint Jody McDougal as president pro tem to open the meeting
4. Recommendation to accept the November financial reports as presented and subject to audit

IX. Legislative Update

X. Floor Items

XI. Board Member Items

XII. Executive Session

WHEREAS, a public board of education may hold an executive session only after a majority 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. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding 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 E, as listed above.

XIII. Adjournment

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

EMPLOYMENTS
December 10, 2018

Classified Substitutes

Sandra Hall
Mindy
Workman
Rebecca Jett

Volunteers

Loren Frey
Stephannie Gostkowski
Ihesha Packer, eff. 10/8/2018
Sarah Patterson
Juliann Putnam
Carole Wagar

Athletic Contest Workers

Jan Richards, eff. 11/28/2018
Kathryn Baumgartner, eff. 11/28/2018
Tom Jackson, eff. 12/5/2018

OHSAA-Sponsored Athletic Event Workers & Rates of Compensation

(Payment for all events listed is provided by the Ohio High School Athletic Association.)

Division 2 Football Regional Quarterfinals (Wadsworth vs. Wooster) - Nov. 2, 2018, at Art Wright Stadium

Brad Musgrave	Tournament Manager	\$250
Jodi Bowers	Co-Media Coordinator/Officials Host	\$80
Dana Berlin	Co-Media Coordinator	\$50
Chris Roberts	Timer/25-Second Clock	\$30
Steve Brady	Visiting Team Host	\$30

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
December 10, 2018**

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

D. Rectangular Rapid Flash Beacon (RRFB): Employees of the City of Wadsworth will be installing a RRFB we purchased at the intersection of Silvercreek and Longbrook. We anticipate this project being completed within the next few weeks.

E. AP Honor Roll: We received the following email from the College Board earlier this week:

*"On behalf of the College Board, I am pleased to share the news that the **Wadsworth City School District** is one of 373 districts across the United States and Canada that have been selected for the 9th Annual AP Honor Roll.*

Districts on the AP Honor Roll have simultaneously increased access to Advanced Placement® coursework while maintaining or increasing the percentage of students earning scores of 3 or higher on AP Exams. Honor Roll Districts defy the expectation that expanding access automatically results in a decline in the percentage of exams earning scores of 3 or better. Congratulations to you, your staff, and your students for this achievement!"

More information on the AP Honor Roll can be found by clicking [here](#).

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

2.(a) Andrea Lovell: Ms. Lovell is being recommended to fill the Overlook classroom aide position left open when Ms. Carol Sanborn accepted another position within the district.

2. (b) Pam Garens: Ms. Garens is being recommended to fill the Valley View classroom aide position left open when Mr. Clyde Waggoner resigned.

2.(g) Lydia Newcomer: Ms. Newcomer is being recommended to fill the Valley View playground aide position left open when Ms. Ellen Hatfield resigned.

B. ACTION CONSENT ITEMS

2. KEEP Academy Commitment Form: The Fall 2018 KEEP Academy Commitment Form being recommended for approval will allow employees in our district to participate in professional development opportunities offered through the KEEP Academy.

3. **Wadsworth Education Association (WEA) Memorandum of Understanding (MOU):** The amended MOU being recommended for approval provides for fifty-five (55) extended work hours beyond the normal work year for Mr. Chris Kallai, carpentry teacher, and replaces the memorandum of understanding for fifty (50) hours previously approved by the Wadsworth City School District Board of Education on August 13, 2018.
4. **Summit Educational Service Center Governing Board Contract (revised):** The revised Summit Educational Service Center Governing Board contract being recommended for approval replaces the contract approved on November 19, 2018 and will allow for up to an additional twenty-five (25) days of substitute psychologist services instead of twenty-five (25) days.
7. **Bob Rogers Travel Tour Agreement:** The Bob Rogers Travel Tour Agreement being recommended for approval details the arrangements for the high school choir trip to Orlando, Florida from November 29-December 4, 2019.
8. **Bob Rogers Travel Agreement:** The Travel Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education being recommended for approval details the selection of chaperones for the overnight trip to Orlando, Florida from November 29-December 4, 2019.
10. **Department Chair at WMS/CIS Job Description:** The Department Chair at WMS/CIS job description being recommended for approval aligns the job description with the responsibilities of a department chair at both Wadsworth Middle School and Central Intermediate School. Department chairs, a supplemental contract position, were added at both WMS and CIS at the beginning of the 2017-2018 school year.
13. **Great Wolf Lodge Group Sales Agreement:** The Group Sales Agreement between Great Wolf Lodge and the Wadsworth City School District Board of Education being recommended for approval is necessary for the 8th grade show choir and band trip to Sandusky on May 17-18, 2019.
14. **Awarding of Bid:** The recommendation to accept the lowest responsible and responsive bid of Southway Fence Company for the the Wadsworth High School baseball and softball fields fencing and barrier netting system at a total cost of \$155,000.00 comes after the board of education's October 25, 2018 approval of a resolution authorizing advertising and receiving of bids for the baseball and softball fields chain link fence backstop and barrier netting systems.
15. **AIA Standard Abbreviated Form of Agreement:** The AIA Standard Abbreviated Form of Agreement between Southway Fence Company (Contractor), The Wadsworth City School District Board of Education (Owner), and Motter & Meadows Architects (Architect) being recommended for approval contains the responsibilities for each party as they relate to the installation of the Wadsworth High School baseball and softball fields fencing and barrier netting system.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

The Wadsworth City Board of Education met in Regular Session on Monday, November 19, 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	13
Staff	7
Visitors	120

Student Liaison: Leah McNutt

18-11-106 APPROVAL OF BOARD MINUTES

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

Special Session October 25, 2018

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

Motion Carried,

STUDENT/STAFF RECOGNITION

A. November Students of the Month:

STUDENT	GRADE	SCHOOL
Molly Marcum	04	Franklin Elementary
Jareth Liddy	04	Isham Elementary
Micah Adkins	04	Lincoln Elementary
Annabelle Boarman	04	Overlook Elementary
Brandon Ball (October)	04	Valley View Elementary
Elise Moran	04	Valley View Elementary
Jaden Stone	06	Central Intermediate
Ryan Satink (October)	08	WMS
Benjamin Weber	08	WMS
Emma Spoerke	11	WHS Career Technical
Dominic Restivo	12	WHS Career Technical
Secilia Ho	12	WHS
Jacob McDermitt	12	WHS

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

B. Ohio School Boards Association (OSBA) Media Honor Roll

- | | | |
|-----|--------------------|--|
| 1. | Emily Canning-Dean | <i>The Post Newspapers</i> |
| 2. | Nathan Havenner | <i>The Medina Gazette</i> |
| 3. | Rich Barnett | Four Cities Compact Media Communications |
| 4. | Tina Heiberg | Wadsworth Community Radio |
| 5. | Joe Jastrzemski | Wadsworth Community Radio |
| 6. | Tom Stugmyer | Wadsworth Community Radio |
| 7. | John Barnard | WCTV |
| 8. | Drew Bicksler | WCTV |
| 9. | John Madding | WCTV |
| 10. | Johanna Perrino | WCTV |

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

- A.** WMS Counselors Beth Beal and Jennifer Manos gave a presentation on the RAMP Award.
- B.** Superintendent Hill gave an update on the CIS/OFCC project (including Future Think Study).
- C.** Superintendent Hill communicated the results of the Staff Culture/Climate Survey.
- D.** Superintendent Hill informed receipt of the State of Ohio Safety Grant.
- E.** Superintendent Hill discussed Staff Professional Development Day which was held on November 9.
- F.** Wadsworth Grizzlies Community Foundation.
- G.** Request for Transportation for Students Who Live Less than One (1) Mile from School.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

ADMINISTRATIVE ITEMS:

18-11-107 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Kramer**, to adopt the Personnel Consent Items from the November 19, 2018, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations:

- | | | | |
|----|---------------------|-----------------------|------------------------|
| a) | Cynthia Stough | Certified Teacher | (retire eff. 06/01/19) |
| b) | Lori Robinson | Certified Teacher | (retire eff. 06/01/19) |
| c) | Ellen Hatfield | Non-Teaching Employee | (eff. 11/12/18) |
| d) | Michelle Strickland | Non-Teaching Employee | (eff. 11/12/18) |

2. Employments:

- | | | | |
|----|------------------|-------------------------|-----------------|
| a) | Jean Henry | Non-Teaching Employee | (eff. 10/30/18) |
| b) | Julienne Lobello | Non-Teaching Employee | (eff. 11/12/18) |
| c) | Heather Gaeckle | Non-Teaching Employee | (eff. 11/05/18) |
| d) | Mark Vlcek | Non-Teaching Employee | (eff. 11/12/18) |
| e) | Melissa Kinseher | Non-Teaching Employee | (eff. 11/14/18) |
| f) | Kristy Doyle | Non-Teaching Employee | (eff. 11/19/18) |
| g) | Paige Turner | Non-Teaching Employee | (eff. 11/19/18) |
| h) | Shelly White | Non-Teaching Employee | |
| i) | Terry Jones | Non-Teaching Employee | |
| j) | Karen Jacobs | Non-Teaching Employee | |
| k) | Lawren Linear | Athletic Contest Worker | (eff. 08/24/18) |

l) Classified Substitutes:

- | | |
|---------------------|-----------------|
| Donna Adams | (eff. 10/30/18) |
| Courtney Black | (eff. 10/31/18) |
| Heather Gaeckle | (eff. 10/27/18) |
| Mark Hancock | (eff. 11/06/18) |
| Melissa Kinseher | |
| Lawren Linear | |
| Rebecca Tetlow | |
| Wade Schneider | |
| Michelle Strickland | (eff. 11/05/18) |
| Hannah Takacs | |
| Karen Jacobs | (eff. 11/12/18) |

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

m) Supplemental Contracts:

Kate Goodrich	PDC Member (50%)
Sandra Mueller	PDC Member (50%)
Briana Lowdermilk	Power of the Pen
Lori Robinson	WMS Social Studies Dept. Head
Larry Kaufman	8th Grade Wrestling Coach
Jason Joy	8th Grade Wrestling Asst. Coach
Jeff Shenker	8th Grade Boys' Basketball Coach
Chad Wolf	7th Grade Boys' Basketball Coach
James Bosley	7th Grade Boys' Basketball Coach (Vol.)
Greg Pickard	8th Grade Girls' Basketball Coach
Lindsay Tenyak	7th Grade Girls' Basketball Coach
James Merlo	Freshman Baseball Coach
Mike Callow	WHS Girls' Lacrosse Head Coach (Vol.)
Donna Kittle	WHS Girls' Lacrosse Asst. Coach (Vol.)
Karl Yurchiak	WHS Girls' Lacrosse Asst. Coach (Vol.)
Austin Hanna	Choir Choreographer

n) Volunteers:

Cynthia Arends	(eff. 11/07/18)
Michael Bowser	
Nancy Bozzacco	(eff. 11/19/18)
Tracy Campbell	(eff. 11/19/18)
Hilary Derr	
Diane Erhard	(eff. 11/19/18)
Maria Fischetti	
Kristen Friedt	
Gene Kovack	
Kelly Matriano-Lim	(eff. 10/08/18)
Jennifer Moran	
Kristie Petty	
Nina Rytwinski	
Kelly Smiechowski	
Katlyn Smith	
Michelle Stewart	
Bonnie Stoops	(eff. 11/19/18)
James Stoops	(eff. 11/19/18)
Michael Wagner	
Jessica Widmer	
Janie Youngblood	(eff. 11/19/18)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

3. Recommendation to grant unpaid child leave under FMLA to Sarah Hissner, from the end of her allowable sick leave through December 7, 2018.
4. Recommendation to grant unpaid child leave under FMLA to Taryn Busson, from the end of her allowable sick leave through March 8, 2019.
5. Recommendation to grant unpaid child leave under FMLA to Alexandra Zwisler, from the end of her allowable sick leave through March 15, 2019.

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

Motion Carried,

18-11-108 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Action Consent Items for the November 19, 2018, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve a second reading and adoption of the following Wadsworth City School District Board of Education bylaws and policies:
 - a) 0131 Legislative (rev.)
 - b) 0142.2 Conflict of Interest (rev.)
 - c) 0164 Notice of Meetings (rev.)
 - d) 0165.1 Regular Meetings (rev.)
 - e) 0165.2 Special Meetings (rev.)
 - f) 0165.3 Recess/Adjournment (rev.)
 - g) 0166 Executive Session (rev.)
 - h) 0168 Minutes (rev.)
 - i) 0169.1 Public Participation at Board Meetings (rev.)
 - j) 1240.01 Non-Reemployment of the Superintendent (rev.)
 - k) 1422 Nondiscrimination and Equal Employment Opportunity (rev.)
 - l) 1541 Termination and Resignation (rev.)
 - m) 1662 Anti-Harassment (rev.)
 - n) 2111 Parent and Family Engagement (rev.)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

- o) 2260 Nondiscrimination and Access to Equal Educational Opportunity (rev.)
- p) 2261 Title 1 Services (rev.)
- q) 2261.01 Parent and Family Member Participation in Title 1 Programs (rev.)
- r) 2261.03 District and School Report Card (new)
- s) 2370.01 Blended Learning (new)
- t) 2700 School Report Card (delete)
- u) 3122 Nondiscrimination and Equal Employment Opportunity (rev.)
- v) 3140 Termination and Resignation (rev.)
- w) 3362 Anti-Harassment (rev.)
- x) 4122 Nondiscrimination and Equal Employment Opportunity (rev.)
- y) 4140 Termination and Resignation (rev.)
- z) 4162 Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions (rev.)
- aa) 4362 Anti-Harassment (rev.)
- bb) 5517 Anti-Harassment (rev.)
- cc) 5517.02 Sexual Violence (rev.)
- dd) 5610 Removal, Suspension, Expulsion and Permanent Exclusion of Students (rev.)
- ee) 5610.02 In-School Discipline (rev.)
- ff) 5610.03 Emergency Removal of Students (rev.)
- gg) 5611 Due Process Rights (rev.)
- hh) 6423 Use of Credit Cards (rev.)
- ii) 8141 Mandatory Reporting of Misconduct by Licensed Employees (rev.)

2. Recommendation to approve the Contract for Residential Facility Pupils, Agreement for Admission of Residential Facility Per Diem Pupils Pursuant to Section 2151.362(4), with the Loudonville-Perrysville Exempted Village School District for the 2018-2019 school year. **(ATTACHED)**
3. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 ORC, 3323.14 ORC, and Rule 3301-48-02 (F) with the Highland Local School District Board of Education. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

4. Recommendation to approve the Agreement for Admissions for Non-handicapped Tuition Pupils Pursuant to Sections 3327.04, 3327.06, and 3317.08 O.R.C. with the Wooster City School District Board of Education. (ATTACHED)
5. Recommendation to approve the Service Agreement between Education Alternatives and the Wadsworth City School District Board of Education. (ATTACHED)
6. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) with the Barberton City School District Board of Education. (ATTACHED)
7. Recommendation to approve the Agreement for Admission of Open Enrollment Non-Handicapped Pupils Pursuant to Section 3301.48, 3313.97 and 3313.98 O.R.C. with the Barberton City School District Board of Education. (ATTACHED)
8. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. with the Barberton City School District Board of Education. (ATTACHED)
9. Recommendation to approve the Complimentary Pass Resolution for the 2018-2019 school year. (ATTACHED)
10. Recommendation to approve the Ohio High School Athletic Association Tournament Site Agreement. (ATTACHED)
11. Recommendation to approve the Candle Coach LLC Agreement (eff. 09/18/18). (ATTACHED)
12. Recommendation to approve the Camp Christopher 2019 Spring Environmental Education Schools Program Agreement (eff. 10/12/18). (ATTACHED)
13. Recommendation to approve the Planned Maintenance Agreement Terms and Conditions between Cummins and the Wadsworth City School District Board of Education (eff. 10/10/18). (ATTACHED)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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Date: November 19, 2018

14. Recommendation to approve the following job descriptions:
 - a) Theatre Technician Coordinator (rev.)
 - b) Coordinator: O.J. Work Auditorium Manager (new)
15. Recommendation to approve the following high school courses, beginning in the 2019-2020 school year:
 - a) AP Physics C: Mechanics
 - b) AP Seminar
 - c) AP Research
 - d) AP Environmental Science
 - e) Change the course name of College Math to Senior Math
16. Recommendation to declare the following resident student impractical to transport, enabling his parents/guardians to apply for State transportation reimbursement for the 2018-2019 school year (correction from 10/08/18 Board of Education Meeting Agenda):
 - a) Nolan Gearhart to Julie Billart School of St. Sebastian Parish (Akron)
Parent: Elaine Gearhart
17. Recommendation to accept a donation of safety buckets and safety bucket supplies from Lowe's (valued at \$2,119.19).
18. Recommendation to approve the Universal Service Agreement between Worxtime, LLC and the Wadsworth City School District Board of Education. (ATTACHED)
19. Recommendation to approve the overnight trip to Prague, Vienna, and Venice from April 4-12, 2020. (ATTACHED)
20. Recommendation to approve the Agreement between Explorica, Inc. and the Wadsworth City School District Board of Education. (ATTACHED)
21. Recommendation to approve the General Terms and Conditions between ACT and the Wadsworth City School District Board of Education. (ATTACHED)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

22. Recommendation to approve the revised 2018-2019 and 2019-2020 school calendars. (ATTACHED)
23. Recommendation to approve the Student Transportation Agreement between Education Alternatives and the Wadsworth City School District Board of Education (eff. 10/25/18).
24. Recommendation to accept the donation of a mobile office to Overlook Elementary School.
25. Recommendation to accept a \$1,000 donation to Lincoln Elementary School from the Blue Tip Festival Committee.
26. Recommendation to approve the Group Sales Agreement between Great Wolf Lodge and the Wadsworth City School District Board of Education. (ATTACHED)
27. Recommendation to accept a \$2,500 Westfield grant.
28. Recommendation to accept a \$1,700 donation from the Blue Tip Festival Committee to Franklin Elementary School.
29. Recommendation to approve the Contract for Services Supervised by ESC Board between the Wadsworth City School District and the Summit Educational Service Center Governing Board for the 2018-2019 school year. (ATTACHED)
30. Recommendation to accept a Time for Kids subscription (valued at \$4.95 per student) for students in Ms. Kate Conley's and Ms. Jamie Bennett's classrooms.
31. Recommendation to accept a \$3,685.03 donation from the Wadsworth PTO United.
32. Recommendation to accept a donation of the Safety Town houses and tricycles from Wadsworth PTO United.

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

TREASURER ITEMS

18-11-109 Upon the recommendation of Treasurer Beeman, the motion was made by **Kramer**, seconded by **Gordon**, to adopt the Action Consent Items for the November 19, 2018, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to approve the appointment of Lisa Jones to the Library Board of Trustees to fill the unexpired term of Michael Keyser. The unexpired term will end on December 31, 2023.
2. Recommendation to approve the appointment of Christopher Sieber to the Library Board of Trustees to fill the expired term of Kevin Cambell. The unexpired term will end on December 31, 2025.
3. Recommendation to accept the October financial reports as presented and subject to audit.

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

Motion Carried,

LEGISLATIVE UPDATE

KRAMER reported:

1. Current Lame Duck session for the House and Senate. Numerous bills currently being considered.
2. New Governor is in favor of expanding preschool.
3. Advisory Committee considering new graduation requirements.
4. Review of pending bills: SB 191 - SB 262 - HB 58 - SB 82

FLOOR ITEMS

Irene and Jim Mance encouraged the Board of Education to install a flashing light at the crossing of Longbrook and Silvercreek.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

BOARD MEMBER ITEMS

Leah McNutt Mentioned that Senior leaf raking took place today. However, they were unable to rake all of the yards but plan to finish them another day. She stated that National Honor Society inductions will be Tuesday night. She also announced that the next drama presentation (A Midsummer's Night Dream) will be in December.

McDougal Congratulated all fall athletic teams. She expressed being appreciative for the opportunity of the Board members to attend the OSBA Capital Conference last week. She also thanked Dr. Hill and Mr. Beeman for their work with the OFCC regarding replacement of CIS.

Kramer Congratulated all of the fall athletes and recognized 24 straight wins for the Volleyball team. She mentioned: Coach Johnson had his 200th win; Girls' Cross Country finished 14th at the State meet; Coach Burton and Coach Todd received all league honors; and 291 fall athletes were scholar athletes. She also thanked the Senior students who raked her lawn.

Batey Recognized the Seniors that participated in leaf raking day. She shared her experience from attending OSBA Capital Conference last week. She acknowledged the Fine Arts Dept. for expanding the opportunities for elementary children.

Gordon Recognized the success of the fall athletic teams: Girls' Golf, Cross Country, Volleyball and Soccer. She congratulated the Band and Cheer squad for their fine performances and the Football team on their playoff run. She also thanked Roger Wright and Robert Rickenbacher for being the WCTV voice of the Grizzlies. She recognized the WMS Drama Dept. cast of "Elf Jr. The Musical." She also applauded the Football team for the class shown to the Honorary Captain of the Massillon Tigers team following the third round playoff game.

McComas Shared his pride and thankfulness to be a part of this District, as so much success is happening.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 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 E. as listed above.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: November 19, 2018

18-11-110 EXECUTIVE SESSION

The motion was made by **Batey**, seconded by **McComas**, to enter Executive Session at **8:27** p.m.

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

Motion Carried,

EXECUTIVE SESSION recessed at **10:18** p.m.

18-11-111 ADJOURNMENT

The motion was made by **Kramer**, seconded by **McComas**, to adjourn at **10:19** p.m.

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

Motion Carried,

(Signed) _____
Jody McDougal, President

(Attested) _____
Douglas D. Beeman, Treasurer

KENT STATE UNIVERSITY

KEEP Academy Commitment Form

Fall 2018

The Wadsworth City School District agrees to participate in the 2018-2019
(School District Name Here)

KEEP Academy. Commitments include:

1. Designating a district "point person," who will be responsible for coordinating communications about KEEP Academy activities within the district and between and among Kent State University and partner districts; attending all spring planning sessions for the 2019 KEEP Academy; and attending all three days of the 2019 KEEP Academy
2. Recruiting teachers to participate in spring planning sessions for the 2019 KEEP Academy
3. Promoting participation among district teachers to attend the 2019 KEEP Academy
4. Supporting the notion that reflective inquiry into one's practice as a form of professional learning is essential for teacher growth and student achievement
5. Encouraging district teachers to consider engaging in *collaborative inquiries* about their practice (intra and inter-district partnerships)
6. Considering serving as a "host district" for the KEEP Academy and Planning Sessions, as needed
7. Contributing \$500 annually to support Academy needs (food, materials, supplies)

District Point Person: Dr. Michele Evans

District Point Person Contact Information: Phone and email
(330) 335-1315; mevans@wadsworthschools.org

District Superintendent's Signature: _____

Date: _____

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

This Memorandum of Understanding is entered into this 26th day of November 2018, pursuant to 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 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, 9.01, Length of Work Year, states the following:

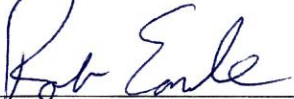
- "1. The work year for a bargaining unit member shall be one hundred eightyfour (184) days, unless reduced by calamity days as provided in O.R.C. Section 3319.08, not to exceed five (5) days. Bargaining unit members are required to report to work for their regularly scheduled work day on calamity day six (6) and beyond, unless the district decides to make up the lost days of instruction, according to the contingency plan adopted by the Board. These work days will include no more than three (3) hours of professional development and/or group meeting time. The remainder of the work day(s) will be teacher driven pertinent to his/her teaching assignment. Members who arrive late on these days will provide a flex schedule to their principal.*
- 2. Members new to the District may attend up to two (2) additional days for orientation and in-service, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association. As part of the orientation and inservice, bargaining unit members whose primary focus is special education (e.g. intervention specialists) will be provided with an overview of district special education procedures.*
- 3. Guidance counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected guidance counselors.*
- 4. The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period."*

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

1. For the 2018-2019 school year, due to responsibilities involved in the return of the Four Cities Compact Carpentry Program building and auctioning a house, Mr. Chris Kallai, carpentry teacher, will be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at his per diem rate. The hours he will be paid will not exceed fifty-five (55). The need for and schedule of the extended hours will be determined by the administration in collaboration with Mr. Kallai.
2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
3. 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


Rob Earle, WEA Co-President

For the Wadsworth City School District Board
of Education

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"):

Up to 25 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 \$13,750.00** 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: _____

Page 1 of 2



Group Name: Wadsworth High School

Trip Start Date: 2019-11-29

Primary Destination: Orlando, FL

Trip End Date: 2019-12-04

Quote Number: Q-00987

I. PROPOSAL BASIS

This tour agreement is for the stated number of paying people in your proposal. Any deviations from this number will result in a change of the price per person. Your final payment will be adjusted to reflect the final number of travelers.

II. PAYMENTS

Your signature and deposit confirm your acceptance of your trip proposal. To allow us to begin booking the transportation, lodging, meals and attractions we will need the signed tour agreement and deposit by 12-18-2018. We cannot guarantee terms of the trip proposal until we are in receipt of your deposit and signed tour agreement.

All trip costs must be paid in full 45 days prior to departure. If any payment per the payment schedule is not received on time, Bob Rogers Travel reserves the right to cancel your trip and retain all fees paid by the trip participant(s).

III. ROOMING LISTS

We require all rooming lists to be typed on the rooming list template provided to you by Bob Rogers Travel and returned in electronic format. Handwritten and/or faxed rooming lists will not be accepted. Please note that the sheets are titled FEMALE STUDENTS, MALE STUDENTS, and ADULTS.

Group rooming lists will be due in our office no later than 90 days prior to departure. If not received by the due date, cancellation of room reservations will occur or penalties will be enforced by the hotel property(ies).

IV. CANCELLATION POLICY

All cancellations must be in writing to Bob Rogers Travel. The date of the postmark is the date used to determine the amount of the cancellation fee. All money and fees paid prior to individual cancellation are non-refundable. No refunds or credits will be issued for a cancelled participant.

V. AIRFARE

If applicable, a separate air agreement will be sent for your review and signature once the air has been confirmed.

VI. TAXES

All taxes and service charges are included as of the date of your proposal. These taxes and charges are subject to change in the event of any increase or decrease prior to departure.

VII. MANDATORY PERMISSION & MEDICAL RELEASE FORM *(applicable to student groups only)*

A copy of the Mandatory Permission & Medical Release Form needs to be saved by the school or organization for each traveler and accessible for 5 years from the date of the trip.

VIII. DISCLAIMER

BOB ROGERS TRAVEL, Inc. and its agents act only in the capacity of agents for the participants in all matters pertaining to accommodations, tour activities, meals and transportation. It is not liable for any injury, personal injury, damage, loss, accident, delay or irregularity which may happen by default of any hotel, motel, restaurant, bus, airplane, company or person rendering any of the services involved or by natural forces. No responsibilities are accepted for any damage or delay due to illness, pilferage, labor dispute, machinery breakdown, quarantine, governmental restraints, weather, or other causes beyond their personal control. In the event that it becomes necessary to cancel or alter a tour or any aspect of that tour, such alterations will be made.

BOB ROGERS TRAVEL, INC. and Wadsworth High School (Group Name)
agree to the above proposal and conditions effective on the date signed below.

I, _____ (Group Leader Name), agree to adhere to the provisions in the agreement regarding payment schedule, room list deadline, final itinerary and equipment list for airline where applicable, and any other pertinent information to help us make our trip more successful. I understand our trip proposal is based on a specific amount of paying people and if our numbers increase or decrease it could have an effect on the per person "TOUR PACKAGE COST".

GROUP LEADER**BOB ROGERS TRAVEL, INC.**

Name of Authorized Representative

Name of Bob Rogers Travel Representative

Signature of Authorized Representative

Signature of Bob Rogers Travel Representative

Date _____

Date _____



Making Moments That Matter

since
1981

carried over
500,000
travelers in over
6,000
trips

**Every Bob Rogers Travel
tour comes with these
essentials:**

- Motor coach operators that adhere to strict standards for safety
- Payment options tailored to fit your group's needs and schedule
(including the option to have BRT automatically collect payments from travelers through our Individual Payment System)
- Professional liability insurance and a consumer protection plan as recommended by the Student & Youth Travel Association
- All travelers enrolled in the U.S. Department of State's STEP (Smart Traveler Enrollment Program) Program
- The same high level of service and attention to detail which the company was founded on in 1981



**You want to give your
students the world.
We help you take
them there.**

Founded by a former music educator, Bob Rogers Travel has been making student travel simple since 1981. Our team's singular focus is to allow you to keep yours – because when you can focus on inspiring students while we handle your trip, we all do our best work. Our team is comprised of educators, musicians and travel professionals. Together, we've planned over 6,000 memorable student travel experiences.

You create the music, we'll do the rest.



Making Moments That Matter

since
1981

Proposal Q-00987
Expires On: 11/21/2018

Destination: Orlando, FL
Quote Details: Wadsworth HS Choir - 2019
Disney
Trip Start Date: 11/29/2019
Trip End Date: 12/4/2019

Created For:

Kalyn Davis
Wadsworth High School
625 Broad St.
Wadsworth, OH 44281-

Created By:

Todd Wessel
(800) 373-1423 ext. 223
twessel@bobrogerstravel.com

Proposal

Motor Coach

4 - 56 passenger motor coach(es)
Gratuities for your motor coach driver(s)
Parking Fees

Hotel

3 Nights' accommodations at Embassy Suites by Hilton Orlando International Drive Jamaican Court
Breakfast at hotel
Hotel Room for the Motor Coach Driver(s)
All Students will pay Quad Occupancy Price (Quad Occupancy must be maximized)

Security

3 Dedicated overnight chaperone(s)

Meals

\$15 Disney World Dining Card(s) per the itinerary

Theater / Attraction Tickets

Disney Performing Arts Performance 4 Day Starter (1 park per day) Ticket to the Walt Disney World® Resort

Performance

Candlelight Performance at the Walt Disney World Resort (pending acceptance and availability)



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1981

		Occupancy					
		Quad	Triple	Double	Single	Quint	Sextuple
Paying Participants	185-189	\$865	\$933	\$997	\$1,262	N/A	N/A
	180-184	\$875	\$943	\$1,006	\$1,270	N/A	N/A
	175-179	\$885	\$954	\$1,017	\$1,280	N/A	N/A

Non-inclusions/Options

- Meals stated at student cost
- Travel Protection is optional (though highly suggested) and available for purchase. We offer two options through Travel Insured International – Student Protection Plan with or without the CFAR* (Cancel For Any Reason) benefit. *CFAR coverage is 75% of the nonrefundable trip cost. Trip cancellation must be 48 hours or more prior to scheduled departure. CFAR must be purchased at the time of plan purchase and within 14 days of initial deposit. This benefit is not available to residents of New York. Link to purchase Travel Protection Plan: <http://www.travelinsured.com/agency?agency=49046>
- Bob Rogers Travel Online Individual Payment System (IPS)
- Bob Rogers Travel Drawstring Bag For Each Tour Participant



Making Moments That Matter | since
1981

Tour Director

1 Onsite Company Tour Director(s)

Other

BRT Luggage Tags

BRT Video Souvenir & Tracking/Messaging App

2 Complimentary Director Package(s) (based on double occupancy)

3 Complimentary Director Package(s) (based on single occupancy)

IPS - Individual Payment System



Making Moments That Matter

since
1981

Associations



- Student Youth Travel Association (SYTA)
- National Tour Association (NTA)
- American Bus Association (ABA)
- International Air Transport Association (IATA)
- American Choral Directors Association (ACDA)
- Members of 25 State Music Associations
- Official Sponsor of Make-A-Wish
- Producer of the Thanksgiving Parade of Bands

Accolades

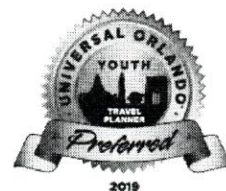
- Top Producer for Broadway.com (since 2010)
- Top Producer for the Chicago Symphony Orchestra (since 2013)
- A Disney Youth Programs PremEar Travel Planner
- Top Producer for Disney Performing Arts OnStage at Walt Disney World (since 2011)
- Top Producer for Festival Disney (since 2014)
- Universal Orlando Resort Preferred Youth Travel Planner



Walt Disney World® Resort
PARTNERS AWARD

Presented to Bob Rogers Travel

For exemplary leadership and achievement within the student travel industry providing quality experiences and demonstrating business integrity, while embracing and promoting the Magic of Disney.



Financial Protection and Insurance

When you travel with BRT your investment is protected

- Professional liability insurance
- Optional Trip Cancellation Insurance
- Consumer Protection Plan

TRAVEL PROTECTION PLAN

FOR STUDENT GROUP TRAVEL

SCHEDULE OF INSURANCE COVERAGE AND OTHER NON-INSURANCE SERVICES

Trip Cancellation**	Trip Cost*
Trip Interruption**	150% of Trip Cost*
Travel Delay – 6 hours	\$750 (\$150/day)
Missed Connection – 3 hours	\$500
Baggage/Personal Effects	\$1,500
Baggage Delay – 24 hours	\$300
Non-Medical Emergency Evacuation	\$150,000
Accident & Sickness Medical Expense	\$25,000
Emergency Evacuation & Repatriation	\$100,000
Cancel for Any Reason (CFAR)***	Optional
Non-Insurance Worldwide Emergency Assistance Services	Included

Coverages may vary and not all coverage is available in all jurisdictions.

* Up to the lesser of the Trip Cost paid or the limit of Coverage for which benefits are requested and the appropriate plan cost has been paid. Maximum limit of \$10,000

** For \$0 Trip Cost, there is no Trip Cancellation and Trip Interruption is limited to \$500 return air only

*** CFAR coverage is 75% of the nonrefundable trip cost. CFAR is optional and available for individuals or your entire group. Trip cancellation must be 48 hours or more prior to scheduled departure. **CFAR must be purchased within 14 days of your initial trip deposit.** This benefit is not available to residents of New York State.

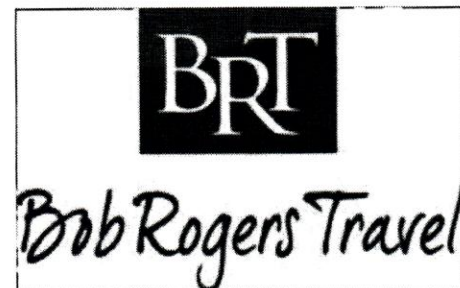
PER PERSON RATES

Cost of Trip	Rates	With CFAR*	Cost of Trip	Rates	With CFAR*
\$0	\$7	N/A	\$4,001 - \$4,500	\$121	\$181.50
\$1 - \$200	\$12	\$18.00	\$4,501 - \$5,000	\$135	\$202.50
\$201 - \$400	\$17	\$25.50	\$5,001 - \$5,500	\$149	\$223.50
\$401 - \$600	\$21	\$31.50	\$5,501 - \$6,000	\$163	\$244.50
\$601 - \$800	\$25	\$37.50	\$6,001 - \$6,500	\$177	\$265.50
\$801 - \$1,000	\$30	\$45.00	\$6,501 - \$7,000	\$190	\$285.00
\$1,001 - \$1,500	\$41	\$61.50	\$7,001 - \$7,500	\$204	\$306.00
\$1,501 - \$2,000	\$54	\$81.00	\$7,501 - \$8,000	\$218	\$327.00
\$2,001 - \$2,500	\$68	\$102.00	\$8,001 - \$8,500	\$233	\$349.50
\$2,501 - \$3,000	\$81	\$121.50	\$8,501 - \$9,000	\$247	\$370.50
\$3,001 - \$3,500	\$94	\$141.00	\$9,001 - \$10,000	\$261	\$391.50
\$3,501 - \$4,000	\$108	\$162.00			

The above rates are for trips up to 30 days – for each day over 30 add \$3.00 per person per day.

*Cancel For Any Reason (CFAR) benefit not available to residents of New York State

All of the above rates are for the plan which includes insurance and non-insurance services.



PAYMENT INFO:

To purchase the Protection Plan for your tour with or without Cancel for Any Reason, please click the link below:

[www.travelinsured.com/
agency?agency=49046](http://www.travelinsured.com/agency?agency=49046)

PLEASE NOTE - FOR CANCEL FOR ANY REASON COVERAGE

When purchasing a plan online, in order to apply for Cancel for Any Reason Coverage, you need to click the checkbox next to the coverage on the purchase page.

You must purchase your protection plan within 14 days of your initial trip deposit to be eligible for CFAR coverage*

Bob Rogers Travel strongly encourages you to take the CFAR option.

*Cancel For Any Reason (CFAR) benefit not available to residents of New York State



Travel Insured International
844-440-8113
groups@travelinsured.com
www.travelinsured.com

GENERAL LIMITATIONS AND EXCLUSIONS

Insurance benefits are not payable for any loss due to, arising or resulting from: 1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane; 2. an act of declared or undeclared war; 3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard; 4. riding or driving in races, or speed or endurance competitions or events; 5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment); 6. participating as a member of a team in an organized sporting competition; 7. participating in bodily contact sports, skydiving or parachuting, hang gliding or bungee cord jumping; 8. piloting or learning to pilot or acting as a member of the crew of any aircraft; 9. being Intoxicated, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician; 10. the commission of or attempt to commit a felony or being engaged in an illegal occupation; 11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion; 12. dental treatment (except as coverage is otherwise specifically provided); 13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits; 14. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage; 15. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment; 16. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You; 17. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72 hour period, the Company will not pay for additional charges, which would not have, been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

Additional Limitations and Exclusions Specific to Baggage and Personal Effects: Benefits are not payable for any loss caused by or resulting from: breakage of brittle or fragile articles; wear and tear or gradual deterioration; confiscation or appropriation by order of any government or custom's rule; theft or pilferage while left in any unlocked or unattended vehicle; property illegally acquired, kept, stored or transported; Your negligent acts or omissions; or property shipped as freight or shipped prior to the Scheduled Departure Date; or electrical current, including electric arcing that damages or destroys electrical devices or appliances.

Cancel For Any Reason Protection: Optional Coverage applies only when requested on the application and the appropriate additional plan cost has been paid. CFAR must be purchased within 14 days of your initial trip deposit. If You purchase the Cancel For Any Reason protection and You cancel Your Trip for any reason not otherwise covered by this plan, the Insurer will reimburse You for up to 75% of the prepaid, forfeited, non-refundable payments or deposits You paid for Your Trip provided You cancel Your Trip more than 48 hours prior to Your Scheduled Departure Date. **This benefit is not available to residents of New York State.**

Purchase up to final Trip Payment for Pre-Existing Condition Waiver!

The Pre-Existing Condition Exclusion will be waived if the protection plan is purchased before final trip payment for the trip, for the full non-refundable cost of the trip and the booking for the covered trip is the first and only booking for this travel period and you are not disabled from travel at the time you pay the premium.

PLEASE REFER TO THE PLAN DOCUMENTS FOR A COMPLETE DESCRIPTION OF COVERAGE.

This document contains highlights of the plan. The plan contains insurance benefits underwritten by the United States Fire Insurance Company. C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2016. The plan also contains non-insurance Travel Assistance Services that are provided by an independent organization, and not by United States Fire Insurance Company or Travel Insured International. Coverages may vary and not all coverage is available in all jurisdictions.

AGREEMENT

This Agreement is entered into between the **Wadsworth City School District Board of Education** ("Board") located at 524 Broad Street, Wadsworth, Ohio and **Bob Rogers Travel**, located at 3440 Lacrosse Lane Naperville, IL 60564 on the date stated below.

WHEREAS, the Board and Bob Rogers Travel have entered into an agreement, a copy of which is attached to this Agreement as Exhibit A, pursuant to which Bob Rogers Travel will provide educational tour services for students of the Wadsworth City School District; and

WHEREAS, in connection with the educational tour, one or more Group Leaders will be engaged in scheduling, organizing, chaperoning and providing other support in connection with the educational tour; and

WHEREAS, all expenses of the Group Leaders are part of the agreement for tour services between the Board and Bob Rogers Travel; and

WHEREAS, the Board and Bob Rogers Travel wish to clarify the manner of selection of the Group Leaders in order to ensure compliance with Ohio laws and regulations regarding the payment of Group Leaders' necessary travel expenses in connection with the educational tour as a term and condition of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Board shall have the exclusive authority to select, assign, reassign, or substitute Group Leaders for the educational tour.
2. The Board assigns the following persons to serve as Group Leaders:

Kalyn Davis

Debbie Lake

Pam Csaky

Steve Moore

Eric Jackson

3. The Board may change or substitute any or all Group Leaders as the Board in its sole discretion deems appropriate. Such change or substitution of Group Leader(s) by the

Board may be for any reason or no reason at all and made at any time as determined solely by the Board.

4. This Agreement shall supersede any terms and conditions pertaining to the selection, retention or substitution of Group Leaders for the educational tour, as may be contained Exhibit A or in any other agreement, terms and/or conditions between the Board and Bob Rogers Travel.
5. The Parties acknowledge that they have read and understand this Agreement, and that they have authority to enter into this Agreement and bind the Party.
6. Jurisdiction over any dispute, as between the Board and Bob Rogers Travel, surrounding the educational tour including, but not limited to, this Agreement or the agreement for tour services shall be in the Medina County Court of Common Pleas, Medina Ohio.

BOB ROGERS TRAVEL

By: _____

TODD ROGERS



Date: _____

11/29/18

THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____

Board President (in his official capacity only)

Date

By: _____

Superintendent (in his official capacity only)

Date

Board Resolution Number: _____

*This Agreement has no legal effect absent Board approval.

JOB DESCRIPTION

POSITION: **DEPARTMENT CHAIR AT WMS/CIS**

The position is a unique position of leadership demanding very special qualities. It requires a willingness and ability to discuss in a candid manner all issues related to operations and procedures of the school. At the same time, the Department Chair must support the policies and regulations that evolve from the management of the school. Such a task calls for candor, diplomacy, and proper role modeling for the faculty at large. In a word the Department Chair must display leadership.

The Department Chair is expected to follow the proper chain of command at all times, to act as a positive, constructive force in the school, to serve as a part of the Middle School/**Central Intermediate** Administration, carry forth the implementation of policies and regulations of the school, and serve as a liaison between the administration and faculty.

RESPONSIBLE TO: **WMS/CIS** Administration

JOB GOAL: The Department Chair is responsible for assisting the administration in the overall operation of the school.

MAJOR AREAS OF RESPONSIBILITY:

- I. General Administration
- II. Personnel
- III. Curriculum
- IV. Fiscal Management
- V. Material Management
- VI. Staff Development
- VII. Community Relations (Internal/External)
- VIII. Other

ILLUSTRATIONS OF KEY DUTIES IN EACH MAJOR AREA:

- I. General Administration
 - A. Conduct monthly department meetings **working toward an identified focus** and update/submit a copy of the minutes to Google Shared **Document.Folder**
 - B. Attend monthly Department Chair meetings.
 - C. Maintain records of department meetings, Department Chair meetings, purchase orders, department budgets, inventories, course of studies and curriculum development.
 - D. Approve department field trips, purchase orders, and professional conference budgets, **as requested by Administration.**
 - E. End of year checkout responsibilities for teachers assigned to the department.
 - F. Communicate Department Chair meeting information and other discussions from Administrative team to members of the department.
- II. Personnel
 - A. Provide input to the Administrative team regarding the selection of personnel by participating in the interview process.

- B. Act as a liaison between the Administration, faculty, and staff in support of policies and regulations
- C. Assist the Administrative team in developing the master schedule, **as requested by Administration.**

III. Curriculum

- A. Assist the Administrative team and/or the District Curriculum Director in the evaluation, revision, and development of courses of study and/or new programs.
- B. Serve as the lead curriculum expert in your content area.
- C. Evaluate, screen, and submit field trip requests.
- D. Develop an awareness of other department members' course criteria.
- E. Assist the administration with long-range planning at the department level.
- F. Keep up-to-date with current practices related to your content area and education in general.
- G. Provide curriculum support and serve as content specialist for other grade levels.

IV. Fiscal Management

- A. Communicate financial needs of department to administration.
- B. Submit requests to administration.

V. Material Management

- A. Maintain inventories of all textbooks, supplemental textbooks, and other materials associated with the department including resources (ie...science)
- B. Manage storage areas within the department.

VI. Staff Development

- A. Assist the Professional Development Committee and/or the District Curriculum Director with in-service programs.
- B. Circulate information and encourage attendance at professional conferences.
- C. Circulate professional articles and magazines among the department members.

VII. Community Relations (Internal/External)

- A. Assist the administrative team with public presentations as requested.
- B. Work with other departments, Guidance, Student Services and the building administration to discuss and study interdisciplinary issues.

VIII. Other

- A. Perform other duties as assigned by the Building Principal.



Derek Richey
Chief Financial Officer

Notification of Entry

Chief Executive Officer
Eric S. Gordon

2018-2019 School Year

Board of Education

Anne E. Bingham
Board Chair

Robert M. Heard, Sr.
Vice Chair

Louise P. Dempsey, Esq.
Jasmine Fryer
Denise W. Link
Willette A. Milam
Shailetha T. Mitchell
Justin L. Monday, Esq.
Lisa Thomas, Ph.D.

Ex Officio Members

Alex Johnson, Ph.D.
Harlan M. Sands, J.D., MBA

Dear District of Residence Superintendent:

Pursuant to section 3313.64 O.R.C., the Cleveland Metropolitan School District (district of attendance) hereby sends this notification letter that the following student of your district is currently being educated in one of our residential/hospital facilities:

☐ Cleveland Clinic/Pain ☐ Cleveland Clinic/Fairview ☐ Cleveland Clinic/Rehab
☐ Cleveland Clinic ☐ Children's Aid Society @ JH ☐ Cleveland Christian Home
☐ Metro Hospital ☒ RB&C Hospital ☐ Other: _____

Please indicate with a check if the student is a regular education student. If the student has a disability, please provide the disability. (ED, MD, LD, CD, OHI Minor, OHI Major, AUT, TBI, VI, OI, HI)

Student Name Student Address Date Entered Sp. Ed Code Reg. Ed

Wadsworth City Wadsworth OH 44281 12-3-18 ☐ ☐

The Wadsworth City Board of education (District of residence) hereby agrees to pay the Cleveland Board of Education for the listed pupil an amount equal to the per diem or tuition rate as calculated pursuant to Section 3313.64(C)(4) of the Ohio Revised Code.

Please share this information with your EMIS Coordinator, Special Education Administrator, and Treasurer, so that reporting of student information coincides.

Superintendent

Chief Financial Officer

1111 Superior Ave. E. Suite 1800 • Cleveland, OH 44114 • Office: 216.838.0000
ClevelandMetroSchools.org

GREAT WOLF LODGE®

GROUPS & MEETINGS

Plan on it.

18:20

Group:

Onsite Contact: Kalyn Davis
Wadsworth Middle School
150 Silvercreek Road
Wadsworth, OH 44281

Billing:

Wadsworth City Schools
524 Broad Street
Wadsworth, OH 44281

RE: Wadsworth City Schools
05-17-2019 - 05-18-2019

Kalyn~

On behalf of the staff and management at Great Wolf Lodge – Sandusky, Ohio, we look forward to the opportunity to host the Wadsworth City Schools.

Enclosed for your review and signature is the contractual agreement we discussed. Please review it carefully, and if everything meets with your approval, sign and return the original copy to my attention by December 30, 2018. If any changes are made to the agreement, please initial them and they will be reviewed. A copy of the signed agreement will be returned to you for your records. At that time your meeting will be entered into our books on a definite basis.

Thank you for choosing Great Wolf Lodge of Sandusky, Ohio. Our staff and management are prepared to offer your guests excellent service and quality accommodations. We are confident your program will be a complete success, and we look forward to welcoming you and your attendees to the Great Wolf Lodge.

At your service,

Taryn Miracle
Area Director of Sales

/_____
Enclosure

4600 Milan Road ♦ Sandusky, OH 44870 Phone 419.609.6000 ♦ Fax 419.609.6001 ♦ www.greatwolf.com

GREAT WOLF LODGE®

GROUPS & MEETINGS

Plan on it.

4600 Milan Road ♦ Sandusky, OH 44870

Phone 419.609.6000 ♦ Fax 419.609.6001 ♦ www.greatwolf.com

GROUP SALES AGREEMENT

This Agreement is made and entered into as of December 5, 2018, by and between **GWR Sandusky Op Lessee LLC dba Great Wolf Lodge - Sandusky** (hereinafter referred to as "Hotel") and **Wadsworth Middle School** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group, as stated below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Company/Organization Sponsor's Name: Wadsworth City Schools

Event Name and general description of event: Wadsworth Middle School

Onsite Contact Name: Kalyn Davis

Contact Phone: Daytime: 330-335-1400 X21802

Contact Address: 150 Silvercreek Road, Wadsworth, OH 44281

Contact Email Address: kdavis@wadsworthschools.org

Billing:

Wadsworth City Schools

524 Broad Street

Wadsworth, OH 44281

SECTION TWO: GROUP ROOM RESERVATIONS

- 2.1. **GUEST ROOM ACCOMMODATIONS:** Hotel will hold the following block of rooms for Group's Use. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other. Note that check-in time is **4:00pm** and check out time is **11:00am**. Guests arriving before 4:00pm will be assigned rooms as they become available.

Friday	05-17-19	35	\$131.99	35

There are **35** confirmed room nights. Each room includes 6 waterpark passes.

Waterpark hours vary by season. Check with your Sales Manager 30 days prior to arrival for operating hours during your stay.

LODGE FEE: Great Wolf Lodge charges a daily fee of \$34.99 (Reduced to \$24.99 for your group) on all occupied rooms which enables us to provide services to our guests that, in the past, may have carried a separate charge. These are items our guests have frequently requested and are now included as part of the Lodge Fee. These services include unlimited access to high speed, wireless internet service; local and outgoing 800 telephone calls; in-room coffee, two bottles of water, unlimited access to Iron Horse Fitness Center and both incoming and outgoing facsimile message service.

RESERVATION DUE DATE: 04-17-2019 after this date, rooms not reserved by rooming list or reservation, as provided below, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

Hotel room rates are subject to applicable state and local taxes, currently 13.75%. If Group is exempt from state tax, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If group is claiming tax-exempt status, Group hereby accepts all liability."

All rates are net non-commissionable.

2.4. RESERVATIONS

ROOMING LIST. Group must submit a room list to Hotel by 04-17-19. Should Group print its own rooming or reservation list form, Group shall present it to Hotel for approval before use. This form must indicate Group name, rates, meeting dates, names of each guest occupying the rooms (and their address, phone number, credit card number, if applicable), the types of sleeping rooms desired and the arrival and departure dates, and the deposit and cancellation terms, as described in this Agreement. Group must promptly submit to Hotel any changes to the rooming list. Hotel will charge Group the first night's room rate plus tax for any rooms cancelled within 72 hours of the arrival date and for any rooms not checked in by 6pm of the arrival date. This charge applies only to the cancellation of the room and is in addition to any cancellation or attrition charges owed by Group, as described below in Section Five.

All room and tax shall be paid by Group either by pre-payment, via check or current major credit card, or Master Account, with approved Direct Billing, as specified below in Section Four.

SECTION THREE: MEETING ROOM AND CATERING SERVICES

Group is not currently holding any meeting space. Please call 231-534-9060 to check availability and pricing.

SECTION FOUR: METHOD OF PAYMENT OF MASTER ACCOUNT

4.1 **CREDIT CARDS:** Group must complete and return the enclosed Credit Card Authorization form with return of the signed contract. This credit card is not for guarantee purposes, and it will be run for authorization upon receipt and then charged for full amount ten (10) business days prior to the scheduled event. Additional charges incurred by the Group will be charged to the credit card for payment of the master bill, on or prior to the contracted arrival date.

4.2 **CHECK PAYMENT:** If paying by check, payment in full for estimated charges must be received thirty (30) days prior to check-in. Less than thirty (30) days prior to arrival, certified checks and money orders can be accepted, but they must be received a minimum of ten (10) business days prior to arrival. Payment by check cannot be accepted on your contracted date of arrival.

4.3 **DEPOSIT:** Group must pay Hotel a non-refundable deposit of all estimated charges **in the amount of \$1470.00** by January 6, 2019 in order to guarantee a hold on Group's room block and/or meeting space. If Deposit is not received by the above date, Hotel will no longer be required to continue to hold the room block or meeting space requested by Group. At the Hotel's discretion, Hotel may accept a credit card for payment of the deposit and/or the amounts owed under this Agreement. If Hotel accepts payment by credit card, Hotel will charge the Group's credit card upon receipt of the authorization for an estimated amount of total charges for the event and then will charge the Group's credit card for any remaining amounts upon conclusion of the event.

4.4 **INCIDENTALS:** Incidental expenses of Group members will be the responsibility of the individual. If Group is responsible for incidental expenses, Group will prepay all such estimated expenses as set forth in Section 4.2 above, or shall be billed to the Master Account. If the individual guests are responsible for incidental expenses, the guest will leave a valid credit card or a cash deposit in an amount determined by Hotel at the time of check-in. Group must inform its members of this requirement.

SECTION FIVE: CANCELLATION/MODIFICATION

5.1 CANCELLATION OF ROOM RESERVATIONS:

Group is responsible for payment of guests' accommodations through a master account. The attrition and cancellation clauses in Section 5.3 shall apply.

5.2 GROUP'S REDUCTION OR CANCELLATION:

Group and Hotel have entered into this binding agreement and the Hotel has foregone other opportunities and/or offered special rates or concessions in reliance upon the Group's commitment.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, Hotel will assist Group in finding other accommodations and space at comparable prices and shall provide, without charge, necessary transportation between the alternative site and the Hotel.

5.3 CANCELLATION AND PERFORMANCE: The rates offered by Hotel are based in part upon the total gross revenue anticipated by Hotel from Group's agreement to use and pay for the rooms and events listed in this document. The Group agrees and understands that in the event of a cancellation or lack of full performance by Group, Hotel's actual damages would be difficult to determine. Therefore, Group has agreed to pay reasonable liquidated damages to Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed in this document.

Date of Cancellation = Percentage owed

Date of signing to 365 days in advance = 10%

181-364 days prior in advance = 45%

180 days to 91 days in advance = 65%

90 to 30 days in advance = 80%

29 days or less in advance of event = 100%

If the event is held, but Hotel does not actualize the total guest room revenue anticipated from Group's room block, Group agrees to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 90% of the total guest room revenue from your event. Group will be responsible for meeting room rental, set-up fees and food and beverage minimums as outlined in section 3 of this contract.

SECTION SIX: MISCELLANEOUS

- 6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the Hotel. No sign, banner or display shall be affixed to any part of the hotel.
- 6.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Hotel prior to the function.
- 6.3 **SHIPPING AND PACKAGES:** Group must notify Hotel of any packages that will be shipped to Hotel at least one week in advance. All packages must include name of Group and date of event and may not be received earlier than three (3) business days prior to the scheduled event set-up. A \$5.00 charge per package, per day will be charged for packages received more than three (3) business days prior to the scheduled event set-up. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.
- 6.4 **SIGNING AUTHORITY:** The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement. Group may designate other individuals in writing:

Name: _____

Signature: _____

Name: _____

Signature: _____

- 6.5 **HOTEL CONTACT/NOTICES:** All communications shall be in writing and deemed delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: **4600 Milan Road, Sandusky, OH 44870 Attn: Taryn Miracle**. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SEVEN: GENERAL PROVISIONS

- 7.1 **DAMAGE CLAUSE:** Group agrees to assume all liability and expense related to damages to the Hotel as a result of any guest related to Group. Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall be responsible for damages to persons and/or property arising out of or cause by Group's negligence or intentional misconduct. Hotel shall be responsible for damages to persons and/or property arising out of or cause by Hotel's negligence or intentional misconduct.
- 7.2 **GROUP'S PROPERTY:** Group agrees that Hotel is not be responsible for the safe-keeping of equipment, supplies, or any valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group will provide security and assumes responsibility (including procuring sufficient insurance coverage) for any loss of property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 7.3 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 7.4 **DISPUTE RESOLUTION:** This Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated.
- To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.
- 7.5 **ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 7.6 **MISCELLANEOUS:** The persons signing this Agreement for Hotel and Group each warrants that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 7.7 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.
- 7.8 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after thirty (30) days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of such installment or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after sixty (60) days, in addition to other remedies, Hotel may, at its sole option, elect to cancel subsequent and future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice.
- 7.9 **RIGHT OF HOTEL TO TERMINATE:** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 5 above.

7.10 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case the offending Group guest must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to December 30, 2018 Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to December 30, 2018, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHERE OF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

GWR Sandusky Op Lessee LLC
d/b/a GREAT WOLF LODGE – SANDUSKY

Wadsworth City Schools

By: Great Lakes Services, LLC
Its: Authorized Representative

By: _____

By: _____

Name: Taryn Miracle

Name: Wadsworth City Schools Authorized
Board Representative

Title: Area Director of Sales

Title: _____

Date: _____

Date: _____

DIRECTOR OF SALES: _____ Initial

MOTTER & MEADOWS

A R C H I T E C T S

December 5, 2018

Mr. Douglas Beeman, Treasurer
Wadsworth City Schools
524 Broad Street
Wadsworth, OH 44281

RE: Recommendation for Award for Contractor
Wadsworth High School – Fencing and Barrier Netting Systems

Dear Mr. Beeman:

Bids were received and opened on Wednesday, December 05, 2018, for the Wadsworth High School – Fencing and Barrier Netting Systems. The following **Base Bid** was received:

Southway Fence Company	\$ 155,000.00
-------------------------------	----------------------

Alternates

Alternate No.1: Furnish and install 50'-0" high barrier netting system at baseball field, in lieu of 40'-0" high barrier netting system, with pole locations, backstop padding system, netting and 5'-0" high tilted inward portion in same configuration as 40'-0" high system plan.

The following Alternate No. 1 Bid was received:

Southway Fence Company	Add \$ 27,000.00
-------------------------------	-------------------------

Based upon the favorable bid received, it was discussed and decided with the input of the Wadsworth City Schools Superintendent, Treasurer, and the Architect that the Base Bid submitted by **Southway Fence Company** in the amount of **\$ 155,000.00** should be recommended for acceptance.

If you have any questions, please do not hesitate to call me.

Sincerely,

MOTTER & MEADOWS ARCHITECTS



Rodney W. Meadows, AIA

Encl: Bid Tabulation Wadsworth High School – Fencing and Barrier Netting Systems

PROJECT:

December 5, 2018

Douglas Beeman

Douglas Beeman

Rodney Meadows

MOTTER & MEADOWS

ARCHITECTS

[illegible]



AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Seventh day of December
in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

Wadsworth City Schools

524 Broad Street

Wadsworth, Ohio 44281

This document has important
legal consequences.
Consultation with an attorney is
encouraged with respect to its
completion or modification.

and the Contractor:

(Name, legal status, address, and other information)

Southway Fence Company

5156 Southway Street SW

Canton, Ohio 44706

for the following Project:

(Name, location and detailed description)

Wadsworth HS - Fencing and Barrier Netting System

Wadsworth HS, 625 Broad St., Wadsworth, OH 44281

Replacement of baseball field chain link backstop and foul line barrier netting systems with new 40 feet high barrier netting system backstop with 5 feet wide hood and 3 feet high padded backstop; and, 40 feet high foul line barrier netting system to extent of dugouts. And, replacement of softball field chain link backstop and foul line barrier netting systems with new 24 feet high chain link backstop; and, 24 feet high foul line netting systems to extent of dugouts.

The Architect:

(Name, legal status, address, and other information)

Motter & Meadows Architects

600 Market Avenue North

Canton, Ohio 44702

The Owner and Contractor agree as follows.

Init.

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1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
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19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐

The date of this Agreement.

☐

A date set forth in a notice to proceed issued by the Owner.

Init.



Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

December 11, 2018

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)



Not later than
the date of commencement of the Work.

() calendar days from



By the following date: March 1, 2019

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)



Stipulated Sum, in accordance with Section 3.2 below



Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below



Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Hundred Fifty-Five Thousand Dollars

(\$ 155,000.00), subject to additions and deductions as provided in the Contract Documents.

Init.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not Applicable		

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
Not Applicable	

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

Init.

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed

(\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Owner will be entitled to recover from or set off from amounts due the Contractor, the amount of \$ 1,000.00 for every calendar day the Contractor does not have its work on the Project substantially complete, according to the terms hereof, will be a fair and reasonable compensation to the Owner for the damages sustained by the Owner by reason of failure of the Contractor to complete said Agreement and that the payment of such sum will not in any way constitute the infliction upon him of a penalty by the Owner.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

8%

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

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- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 21.6 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Amendment to 16.2.2 and 16.2.3	Amendment To AIA Document A104-2017 Standard Form of Agreement Between Owner and Contractor	Dec. 7, 2018	1

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§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
	Technical Specs. Manual	Nov. 20, 2018	1-71

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A1.1	Architectural	Nov. 20, 2018

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐

Exhibit A, Determination of the Cost of the Work.

☐

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

☐

The Sustainability Plan:

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Title

Date

Pages

☐

Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective

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professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

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§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;

- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Three Million Dollars (\$ 3,000,000.00) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than Two Million Dollars (\$2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than State of Ohio Requirement (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Bid Guaranty and Contract Bond Westfield Insurance Company	Full amount of base bid & alternates (\$155,000.00)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it

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promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Mr. Gabe Tudor, Assistant Superintendent

Wadsworth City Schools

524 Broad Street

Wadsworth, Ohio 44281

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Mr. Pete Williams Jr., Vice President

Southway Fence Company

5156 Southway Street SW

Canton, Ohio 44706

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the

Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mr. Douglass Beeman, Treasurer

(Printed name and title)

CONTRACTOR (Signature)

Mr. Pete Williams Jr., Vice President

(Printed name and title)

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AIA® Document A104™ – 2017 Exhibit A

Determination of the Cost of the Work

for the following PROJECT:

(Name, location and brief description)

Wadsworth HS - Fencing and Barrier Netting System

Wadsworth HS, 625 Broad St., Wadsworth, OH 44281

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE OWNER:

(Name, legal status, address and other information)

Wadsworth City Schools

524 Broad Street

Wadsworth, Ohio 44281

THE CONTRACTOR:

(Name, legal status, address and other information)

Southway Fence Company

5156 Southway Street SW

Canton, Ohio 44706

THE ARCHITECT:

(Name, legal status, address and other information)

Motter & Meadows Architects

600 Market Avenue North

Canton, Ohio 44702

ARTICLE A.1 COSTS TO BE REIMBURSED

§ A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.1.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ A.1.2 Labor Costs

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ A.1.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)

§ A.1.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.1.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2.

§ A.1.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ A.1.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement.

§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.1.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.1.4.2 Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.1.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ A.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section A.1.8.1, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ A.1.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.1.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ A.1.6 Miscellaneous Costs

§ A.1.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

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§ A.1.6.1.1 Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ A.1.6.1.2 Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ A.1.6.2 Sales, use, or similar taxes, imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ A.1.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.

§ A.1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3.

§ A.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.

§ A.1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ A.1.6.6 Costs for communications services, electronic equipment, and software directly related to the Work and located at the site, with the Owner's prior approval.

§ A.1.6.7 Costs of document reproductions and delivery charges.

§ A.1.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ A.1.6.9 Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ A.1.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ A.1.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.1.7 Other Costs and Emergencies

§ A.1.7.1 Other costs incurred in the performance of the Work with the Owner's prior approval.

§ A.1.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ A.1.8 Related Party Transactions

§ A.1.8.1 For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which

any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ A.1.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article A.4.

ARTICLE A.2 COSTS NOT TO BE REIMBURSED

§ A.2.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A.1.2.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided written approval before such costs are incurred;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article A.1;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section A.1.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contractor by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article A.1; and
- .8 Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS

§ A.3.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ A.3.2 Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS

§ A.4.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ A.4.2 When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the

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Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.4.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

ARTICLE A.5 ACCOUNTING RECORDS

§ A.5.1 The Contractor shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.2 When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner's auditors a final accounting of the Cost of the Work.

§ A.5.3 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ A.5.4 If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

§ A.5.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

MOTTER & MEADOWS

A R C H I T E C T S

AMENDMENT TO AIA DOCUMENT A104-2017 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR 12-07-18

DELETE 16.2.2 and 16.2.3 per the AIA Document A104-2017 Standard Form of Agreement
Between Owner and Contractor 12-07-18.

REPLACE with Following:

16.2.2 The Owner shall be responsible if the material or substance presents risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking damages.

16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall be responsible for the remediation.

OSBA Legal Assistance Fund
Sample Resolution to Participate in the OSBA Legal Assistance Fund

Whereas, the Wadsworth City Board of Education wishes to support the efforts of other boards of education to obtain favorable judicial decisions and,

Whereas, the Ohio School Boards Association Legal Assistance Fund has been established for this purpose,

Therefore, the Board hereby resolves to participate in the OSBA LAF for calendar year 2019 and authorizes the treasurer to pay the LAF \$250.

-- Options Summary --

Summary or Detail Report? (S,D) D
Output file: FINTOTD.TXT
Type: CSV
Print options page? (Y,N) Y
Generate FINDET report for comparison? (Y,N) N
Sort options: FD
Subtotal options: FD
Include future encumbrance amounts? (Y,N) N
Include accounts with zero amounts? (Y,N) N
Include accounts which are no longer active? (Y,N,I) Y

BAT_FINSUM executed by WA_DBEEMAN on node SCECA0:: at 6-DEC-2018 11:41:26.24

Date: 12/06/2018
Time: 11:41 am

WADSWORTH CITY SCHOOL DISTRICT
Financial Report by Fund

Page: 1
(FINSUM)

Fund #	Fund Description	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
Begin	Balance MTD Receipts							
001 0000	GENERAL FUND:							
15,443,472.15	1,816,002.32	24,901,984.02	3,895,796.60	19,411,561.58	20,933,894.59	3,977,853.37	16,956,041.22	
001 9001	GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT							
41,240.58	585.50	9,157.39	0.00	455.00	49,942.97	17,500.00	32,442.97	
001 9002	GENERAL FUND: FOOD SERV. DONATIONS							
284.27-	23.30	587.95	0.00	0.00	303.68	0.00	303.68	
	TOTAL FOR Fund 001 - GENERAL:							
15,484,428.46	1,816,611.12	24,911,729.36	3,895,796.60	19,412,016.58	20,984,141.24	3,995,353.37	16,988,787.87	
002 0000	BOND RETIREMENT SERIES 98,99,00 ISSUES							
2,796,486.28	0.00	1,061,931.26	2,280,450.00	2,294,209.75	1,564,207.79	0.00	1,564,207.79	
002 9300	BOND RETIRE LIBRARY 2001							
483,926.63	0.00	165,925.14	368,387.50	370,537.48	279,314.29	0.00	279,314.29	
002 9400	BOND RETIRE: 2008 BONDS (\$65,650,000)							
2,140,202.57	0.00	24,871,493.07	2,814,866.77	25,511,510.67	1,500,184.97	0.00	1,500,184.97	
	TOTAL FOR Fund 002 - BOND RETIREMENT:							
5,420,615.48	0.00	26,099,349.47	5,463,704.27	28,176,257.90	3,343,707.05	0.00	3,343,707.05	
003 900C	COMMUNITY CENTER ENTERPRISE FUND							
155,292.30	0.00	0.00	0.00	1,500.00	153,792.30	34,573.15	119,219.15	
003 900S	SUMMA HOSPITAL ENTERPRISE FUND							
38,347.62	0.00	0.00	0.00	0.00	38,347.62	911.00	37,436.62	
	TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:							
193,639.92	0.00	0.00	0.00	1,500.00	192,139.92	35,484.15	156,655.77	
004 0000	CONSTRUCTION FUND							
2,099,675.57-	0.00	0.00	0.00	1,701.31	2,101,376.88-	0.00	2,101,376.88-	
004 900C	BUILDING FUND: CITY OF WADS. COMM. CENTER							
2,367,880.93	0.00	0.00	0.00	4,063,800.33	1,695,919.40-	7,381.88	1,703,301.28-	
	TOTAL FOR Fund 004 - BUILDING:							
268,205.36	0.00	0.00	0.00	4,065,501.64	3,797,296.28-	7,381.88	3,804,678.16-	
006 0000	FOOD SERVICES							
968,292.90	83,717.97	306,068.21	111,619.85	320,675.46	953,685.65	484,051.96	469,633.69	
006 9001	FOOD SERVICE FEDERAL AWARD:							
0.00	59,789.07	134,993.90	34,561.54	159,966.98	24,973.08-	0.00	24,973.08-	

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	TOTAL FOR Fund 006 - FOOD SERVICE:							
	968,292.90	143,507.04	441,062.11	146,181.39	480,642.44	928,712.57	484,051.96	444,660.61
007	900S SAFETY TOWN FUND							
	0.00	3,685.03	3,685.03	0.00	0.00	3,685.03	0.00	3,685.03
	TOTAL FOR Fund 007 - SPECIAL TRUST:							
	0.00	3,685.03	3,685.03	0.00	0.00	3,685.03	0.00	3,685.03
009	0000 UNIFORM SCHOOL SUPPLIES FUND							
	22,490.88	417.60	6,539.60	4,499.36	10,466.99	18,563.49	14,312.54	4,250.95
	TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:							
	22,490.88	417.60	6,539.60	4,499.36	10,466.99	18,563.49	14,312.54	4,250.95
010	900L OSFC LOCAL SHARE							
	6,232,540.03	0.00	0.00	0.00	2,699.58	6,229,840.45	0.00	6,229,840.45
010	900Q OSFC: QSCB BONDS (ISHAM / VALLEY VIEW)							
	543,055.88-	0.00	0.00	0.00	0.00	543,055.88-	0.00	543,055.88-
010	900S OSFC STATE SHARE							
	321,876.76-	0.00	0.00	0.00	0.00	321,876.76-	13,906.79	335,783.55-
	TOTAL FOR Fund 010 - CLASSROOM FACILITIES:							
	5,367,607.39	0.00	0.00	0.00	2,699.58	5,364,907.81	13,906.79	5,351,001.02
011	0000 C.T. CUSTOMER SERVICE FUND							
	123,720.03	2,370.00	2,870.00	16,315.02	69,349.97	57,240.06	46,332.13	10,907.93
011	9001 C.T. CUSTOMER SERV AUTOMOTIVES							
	0.00	919.15	2,188.38	352.34	2,985.06	796.68-	9,310.94	10,107.62-
011	9002 C.T. CUSTOMER SERV JR CARPENTRY							
	0.00	0.00	0.00	4,958.01	7,428.67	7,428.67-	20,571.33	28,000.00-
	TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:							
	123,720.03	3,289.15	5,058.38	21,625.37	79,763.70	49,014.71	76,214.40	27,199.69-
013	900C COMMUNITY CENTER/WHS OPERATING FUND							
	24,075.69	0.00	0.00	5,056.00	9,380.59	14,695.10	20,920.55	6,225.45-
	TOTAL FOR Fund 013 - RECREATION:							
	24,075.69	0.00	0.00	5,056.00	9,380.59	14,695.10	20,920.55	6,225.45-
014	0000 FOUR CITIES CAREER TECH COMPACT FUND							
	106,698.88	0.00	0.00	18,387.22	99,744.64	6,954.24	22,847.20	15,892.96-

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014 9001	FOUR CITIES: FIRST PROGRAM (NORTON)							
	0.01	0.00	0.00	0.00	0.01	0.00	0.01	
	TOTAL FOR Fund 014 - ROTARY-INTERNAL SERVICES:							
	106,698.89	0.00	0.00	18,387.22	99,744.64	6,954.25	22,847.20	15,892.95-
018 973C	FOUR CITY CTA COMPACT DIRECTORS FUND							
	2.31	0.00	0.00	0.00	0.00	2.31	0.00	2.31
018 974A	CENTRAL OFFICE ADMINISTRATORS FUND							
	4,672.89	2,746.55	3,121.88	0.00	143.42	7,651.35	758.81	6,892.54
018 974B	DISTRICT SPIRIT COMMITTEE FUND							
	6,068.50	0.00	0.00	0.00	0.00	6,068.50	0.00	6,068.50
018 974C	CENTRAL INTERMEDIATE PRINCIPAL FUND							
	15,109.88	4,844.00	9,468.64	2,081.95	4,851.82	19,726.70	15,819.17	3,907.53
018 974T	TRANSPORTATION 018 ACCOUNT							
	1,351.16	105.00	171.43	113.47	113.47	1,409.12	450.00	959.12
018 975F	FRANKLIN SCHOOL PRINCIPAL'S FUND							
	4,092.61	3,227.19	5,887.19	1,168.00	5,836.92	4,142.88	10,259.90	6,117.02-
018 976I	ISHAM SCHOOL PRINCIPAL'S FUND							
	2,765.75	10.00	22,563.19	1,631.95	14,773.97	10,554.97	4,459.99	6,094.98
018 977L	LINCOLN SCHOOL PRINCIPAL'S FUND							
	10,090.46	1,000.00	5,027.53	487.58	4,019.65	11,098.34	3,333.25	7,765.09
018 978O	OVERLOOK SCHOOL PRINCIPAL'S FUND							
	7,023.56	4,224.85	7,811.98	1,617.05	8,951.12	5,884.42	4,547.35	1,337.07
018 979V	VALLEY VIEW PRINCIPAL'S FUND							
	7,132.28	2,996.60	6,177.20	2,537.12	5,629.48	7,680.00	2,462.31	5,217.69
018 980D	WMS: DOLLARS FOR DENIM PAY IT FORWARD							
	482.66	0.00	760.00	52.00	52.00	1,190.66	98.00	1,092.66
018 980M	WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND							
	2,494.02	1,864.00	10,548.27	833.39	3,543.19	9,499.10	9,507.13	8.03-
018 981D	WHS: DOLLARS FOR DENIM PAY IT FORWARD							
	1,864.04	0.00	1,689.00	0.00	0.00	3,553.04	0.00	3,553.04
018 981H	HIGH SCHOOL PRINCIPAL'S FUND							
	432.74-	3,603.86	17,438.12	5,376.68	8,664.28	8,341.10	9,599.97	1,258.87-

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	TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:							
	62,717.38	24,622.05	90,664.43	15,899.19	56,579.32	96,802.49	61,295.88	35,506.61
019 9024	TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING							
	1,177.51	0.00	0.00	0.00	0.00	1,177.51	1,177.51	0.00
019 9101	MHJ GRANT:C. JOHNSON READING STRATEGIES THAT							
	349.22	0.00	0.00	0.00	0.00	349.22	0.00	349.22
019 9106	LUKE ENG GRANT: MAKERS SPACE V.V.							
	1,191.36	0.00	2,150.00	97.78	477.19	2,864.17	287.29	2,576.88
019 9107	MHJ GRANT: STEM CAMP							
	245.00-	0.00	0.00	0.00	9,002.04	9,247.04-	0.00	9,247.04-
019 9108	STEM CAMP LOCAL GRANTS / DONATIONS							
	34,599.00	0.00	1,260.00	522.55	45,120.10	9,261.10-	2,433.07	11,694.17-
019 9114	BELIEVE IN OHIO GRANT WHS (FY2016)							
	636.12	100.00	100.00	29.88	29.88	706.24	159.19	547.05
019 9131	DEPARTMENT OF NATURAL RESOURCE - GRANT							
	500.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00
019 918M	MCDAC FY 2018 GRANT							
	5,773.21	0.00	0.00	0.00	5,773.21	0.00	0.00	0.00
019 919M	MCDAC GRANT FY 2019							
	0.00	0.00	38,000.00	6,466.55	20,756.76	17,243.24	458.13	16,785.11
019 9202	SPECIAL ED WORKFORCE: SCHROCK FY 2012							
	1,810.68	0.00	0.00	0.00	0.00	1,810.68	0.00	1,810.68
019 9306	GENE HAAS FOUNDATION CAREER TECH SCHOLARSHIP							
	600.00	0.00	0.00	0.00	0.00	600.00	0.00	600.00
019 9308	ISHAM WEATHER CLINICAL RESEARCH GRANT							
	960.29	0.00	0.00	0.00	0.00	960.29	0.00	960.29
019 9403	SME - PRIME SCHOOL GRANT							
	29,750.00	0.00	0.00	712.11	2,603.87	27,146.13	7,022.31	20,123.82
019 9404	TECH PREP: NETWORKING TECHNOLOGY							
	2,835.34	0.00	0.00	0.00	0.00	2,835.34	62.81	2,772.53
019 9407	TECH PREP: ATHLETIC, HEALTH CARE GRANT							
	5,653.10	0.00	0.00	0.00	0.00	5,653.10	0.00	5,653.10

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Begin	Balance	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
019 9501	WMS PRINCIPALS GROUP: JACKSON							
	2,256.07	0.00	1,050.00	0.00	361.51	2,944.56	1,589.45	1,355.11
019 9604	TECH PREP: FY06 AUTOMOTIVE TECH PREP							
	2,435.00	0.00	0.00	0.00	0.00	2,435.00	2,075.00	360.00
019 9605	TECH PREP: FY06 WEB PROGRAMING TECH PREP							
	1,127.68	0.00	0.00	0.00	0.00	1,127.68	1,127.68	0.00
019 9803	TECH PREP: MARKETING - BARBERTON							
	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00
019 9804	WMS: CARE TEAM AFTER SCHOOL PROGRAM							
	3,123.88	0.00	0.00	0.00	3,265.00	141.12-	8,000.00	8,141.12-
019 9806	TECH PREP: FY08 MARKETING WADSWORTH							
	1,004.49	0.00	0.00	0.00	0.00	1,004.49	1,083.66	79.17-
019 9901	TECH PREP: FY09 J VANKIRK COMPUTER TRAINING							
	383.08	0.00	0.00	0.00	0.00	383.08	383.08	0.00
	TOTAL FOR Fund 019 - OTHER GRANT:							
	99,921.03	100.00	42,560.00	7,828.87	87,389.56	55,091.47	25,859.18	29,232.29
020 0000	BEAR CUB ACADEMY							
	58,711.36	27,479.15	90,567.96	24,400.97	97,823.60	51,455.72	37,240.61	14,215.11
	TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:							
	58,711.36	27,479.15	90,567.96	24,400.97	97,823.60	51,455.72	37,240.61	14,215.11
022 901H	JOHN AUL MEMORIAL							
	61.99	0.00	0.00	0.00	0.00	61.99	0.00	61.99
022 9090	L & J FUND ORIGINAL CONTRIBUTIONS							
	9,910.59	10,000.00	10,000.00	1,750.00	4,989.45	14,921.14	890.00	14,031.14
022 9091	L & J FUND: FIELD TRIP FUND							
	7,720.56	10,000.00	10,000.00	0.00	0.00	17,720.56	0.00	17,720.56
022 9512	OHSAA TOURNAMENT: BOYS BASKETBALL							
	134.51	0.00	0.00	0.00	0.00	134.51	0.00	134.51
022 9513	OHSAA TOURNAMENT: BOYS SOCCER							
	1,432.52	0.00	738.00	248.69	693.89	1,476.63	0.00	1,476.63
022 9516	OHSAA TOURNAMENT: FOOTBALL							
	91.12	14,767.00	17,159.00	15,823.35	15,823.35	1,426.77	1,800.00	373.23-

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Begin	Balance	MTD Receipts						
022 9528	OHSAA TOURNAMENT: WRESTLING							
	972.02	0.00	0.00	0.00	972.02	0.00	972.02	
022 9532	OHSAA TOURNAMENT: GIRLS BASKETBALL							
	108.94	0.00	0.00	0.00	108.94	0.00	108.94	
022 9533	OHSAA TOURNAMENT: GIRLS SOCCER							
	496.97-	0.00	1,476.00	248.72	1,431.92	452.89-	2.80	455.69-
022 9536	OHSAA TOURNAMENT: GIRLS LACROSSE							
	45.36	0.00	0.00	0.00	45.36	0.00	45.36	
	TOTAL FOR Fund 022 - DISTRICT AGENCY:							
	19,980.64	34,767.00	39,373.00	18,070.76	22,938.61	36,415.03	2,692.80	33,722.23
024 0000	WCSD EMPLOYEE BENEFITS INSURANCE FUND							
	61,980.03	17,672.59	94,768.69	24,155.48	121,321.97	35,426.75	152,616.20	117,189.45-
	TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:							
	61,980.03	17,672.59	94,768.69	24,155.48	121,321.97	35,426.75	152,616.20	117,189.45-
029 0000	FRANK H. CLOSE SCHOLARSHIP FUND							
	185.04	0.00	0.00	0.00	185.04	0.00	185.04	
029 9001	BERNADINE H. KOVALCHIN SCHOLARSHIP FUND							
	37,540.28	0.00	0.00	0.00	37,540.28	4,500.00	33,040.28	
029 9002	MARK SCHERBA MEMORIAL SCHOLARSHIP							
	1.66	0.00	0.00	0.00	1.66	0.00	1.66	
029 9005	KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP							
	8,203.29	0.00	0.00	0.00	300.00	7,903.29	1,822.00	6,081.29
029 9006	MACKEY SCHOLARSHIP							
	22,163.46	0.00	0.00	0.00	22,163.46	0.00	22,163.46	
029 9007	DANIEL VAN AUKEN SCHOLARSHIP FUND							
	24,741.61	0.00	0.00	0.00	315.67	24,425.94	0.00	24,425.94
029 9008	DAVID SLADKY SCHOLARSHIP FUND							
	8,589.62	0.00	500.00	0.00	0.00	9,089.62	0.00	9,089.62
029 9009	GEORGE ZITO SCHOLARSHIP							
	2,355.00	0.00	0.00	0.00	0.00	2,355.00	0.00	2,355.00
	TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:							
	103,779.96	0.00	500.00	0.00	615.67	103,664.29	6,322.00	97,342.29

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034 0000	CLASSROOM FACILITIES MAINTENANCE FUND							
2,177,441.50	0.00	0.00	11,281.47	61,395.47	2,116,046.03	68,820.00	2,047,226.03	
	TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.:							
2,177,441.50	0.00	0.00	11,281.47	61,395.47	2,116,046.03	68,820.00	2,047,226.03	
071 0000	SALES TAX: PERM. IMPROVEMENTS FUND							
2,518,108.11	0.00	1,098,221.42	0.00	122,438.66	3,493,890.87	1,046,967.62	2,446,923.25	
	TOTAL FOR Fund 071 - CAPITAL GRANTS:							
2,518,108.11	0.00	1,098,221.42	0.00	122,438.66	3,493,890.87	1,046,967.62	2,446,923.25	
200 907H	WEB PROGRAMMING AND DESIGN							
249.86	0.00	0.00	0.00	0.00	249.86	0.00	249.86	
200 908H	ROTARY INTER-ACT: YOUTH ROTARY CLUB							
70.99	0.00	0.00	0.00	0.00	70.99	0.00	70.99	
200 909H	CADD STUDENT ACTIVITY ACCOUNT							
325.84-	0.00	0.00	0.00	0.00	325.84-	0.00	325.84-	
200 910W	CLASS OF 2010							
215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44	
200 911W	CLASS OF 2011							
20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00	
200 912W	CLASS OF 2012							
20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00	
200 913W	CLASS OF 2013							
156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48	
200 914H	S.A.D.D. WADSWORTH HIGH SCHOOL							
192.38-	0.00	0.00	0.00	0.00	192.38-	0.00	192.38-	
200 914M	TAGG - WADSWORTH MIDDLE SCHOOL							
1,103.93	0.00	0.00	0.00	0.00	1,103.93	0.00	1,103.93	
200 914W	CLASS OF 2014:							
122.04	0.00	0.00	0.00	0.00	122.04	0.00	122.04	
200 915W	CLASS OF 2015							
198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07	
200 916H	LATIN CLUB							
2.60	0.00	0.00	0.00	0.00	2.60	0.00	2.60	

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200 916W CLASS OF 2016								
1,368.72-	0.00	0.00	0.00	0.00	1,368.72-	0.00	1,368.72-	
200 917H H.S. SCIENCE CLUB								
309.68	0.00	0.00	0.00	0.00	309.68	0.00	309.68	
200 917W CLASS OF 2017								
1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44	
200 918H ACADEMIC CHALLENGE								
938.47	0.00	2,500.00	0.00	0.00	3,438.47	500.00	2,938.47	
200 918W CLASS OF 2018								
1,895.69	0.00	150.00	0.00	0.00	2,045.69	200.00	1,845.69	
200 919H SPEECH AND DEBATE TEAM								
1,933.33-	0.00	245.00	418.50	4,641.83	6,330.16-	11,705.50	18,035.66-	
200 919W CLASS OF 2019								
1,717.90	277.00	4,536.60	0.00	1,000.00	5,254.50	13,750.00	8,495.50-	
200 920H N. H. S.								
198.68-	0.00	719.12	0.00	385.00	135.44	0.00	135.44	
200 920W CLASS OF 2020								
1,477.75	0.00	0.00	0.00	0.00	1,477.75	0.00	1,477.75	
200 921H F.C.C.L.A.								
1,010.21	0.00	0.00	0.00	0.00	1,010.21	0.00	1,010.21	
200 921W CLASS OF 2021								
576.87	0.00	0.00	0.00	0.00	576.87	0.00	576.87	
200 922H PEP CLUB								
272.63	0.00	0.00	0.00	0.00	272.63	0.00	272.63	
200 922W CLASS OF 2022								
1,325.38	0.00	0.00	0.00	0.00	1,325.38	0.00	1,325.38	
200 923H INTERNATIONAL CLUB (FOREIGN LANGUAGES)								
5,473.81	50.70	690.70	144.17	279.17	5,885.34	1,483.40	4,401.94	
200 923W CLASS OF 2023								
770.42	0.00	0.00	0.00	0.00	770.42	0.00	770.42	
200 924C CENTRAL INTERMEDIATE STUDENT COUNCIL								
3,478.87	310.00	310.00	250.00	4,001.92	213.05-	1,990.39	2,203.44-	

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WADSWORTH CITY SCHOOL DISTRICT
Financial Report by Fund

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Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin	Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
200 924H	STUDENT COUNCIL								
	13,599.29	0.00	19,397.00	1,156.25	11,458.94	21,537.35	14,448.27	7,089.08	
200 924I	ISHAM STUDENT COUNCIL								
	529.79	0.00	0.00	0.00	0.00	529.79	0.00	529.79	
200 924M	WADSWORTH MIDDLE STUDENT COUNCIL								
	575.12	0.00	0.00	0.00	0.00	575.12	0.00	575.12	
200 926H	D. E. C. A.								
	1,174.58	1,879.00	4,656.00	0.00	1,859.38	3,971.20	16,037.25	12,066.05-	
200 928H	C.B.I.P.								
	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82	
200 930H	GRIZZLY GRIND COFFEE CLUB								
	0.00	190.00	420.95	402.53	402.53	18.42	1,705.41	1,686.99-	
200 931H	MEDIA COMMUNICATIONS WHS								
	566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76	
200 945H	AUTOMOTIVES								
	617.50	330.25	738.25	0.00	975.00	380.75	0.00	380.75	
200 946H	CARPENTRY								
	2,657.32	0.00	0.00	0.00	0.00	2,657.32	0.00	2,657.32	
200 952C	MIDDLE SCHOOL DRAMA/ MUSICAL CLUB								
	7,351.31	8,494.80	8,914.80	3,641.50	4,481.34	11,784.77	3,556.28	8,228.49	
	TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:								
	46,574.07	11,531.75	43,278.42	6,012.95	29,485.11	60,367.38	65,376.50	5,009.12-	
300 0000	WHS ATHLETICS								
	31,308.40-	5,683.00	119,904.27	33,606.30	113,642.92	25,047.05-	70,692.90	95,739.95-	
300 900A	WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE								
	0.95	905.00	905.00	905.00	905.00	0.95	0.00	0.95	
300 900H	WHS BAND UNIFORM REPLACEMENT								
	69,993.49	0.00	0.00	0.00	0.00	69,993.49	0.00	69,993.49	
300 900R	WHS ATHLETICS-ROTARY								
	1,108.84-	22,568.00	28,968.75	25,995.38	29,115.13	1,255.22-	20,912.62	22,167.84-	
300 902H	WHS JOURNALISM / BRUIN FUND								
	4,652.51	3,587.50	8,365.50	1,747.50	2,180.16	10,837.85	11,514.55	676.70-	

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WADSWORTH CITY SCHOOL DISTRICT
Financial Report by Fund

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Fund #	Fund Description	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
Begin Balance	MTD Receipts							
300 910H	WHS DRAMA FUND							
12,052.86	5,499.00	5,499.00	2,899.66	5,395.11	12,156.75	9,395.86	2,760.89	
300 911M	WMS FISHING CLUB							
157.36	0.00	0.00	0.00	0.00	157.36	0.00	157.36	
300 917H	WHS MUSIC-INSTRUMENTAL							
1,476.97	0.00	500.00	0.00	449.00	1,527.97	399.00	1,128.97	
300 918H	WHS MUSIC-VOCAL GENERAL CHOIR							
5,363.30	5,440.00	35,614.95	3,529.62	26,059.29	14,918.96	16,334.53	1,415.57-	
300 918M	WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT							
2,298.56-	2,002.50	36,713.01	2,211.00	29,181.26	5,233.19	5,974.28	741.09-	
300 918S	WHS SHOW CHOIR							
1,715.88	940.00	2,499.68	0.00	0.00	4,215.56	0.00	4,215.56	
300 950M	ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS							
827.00	0.00	0.00	0.00	124.10	702.90	0.00	702.90	
300 9511	ATHLETIC CAMPS: BASEBALL							
4,382.24	0.00	0.00	0.00	2,043.58	2,338.66	1,015.31	1,323.35	
300 9512	ATHLETIC CAMPS: BOYS BASKETBALL							
10,315.91	0.00	0.00	2,125.64	5,065.70	5,250.21	1,112.19	4,138.02	
300 9513	ATHLETIC CAMPS: B SOCCER							
300.00	0.00	12.00	0.00	0.00	312.00	0.00	312.00	
300 9516	ATHLETIC CAMPS: FOOTBALL							
22,407.60	130.00	26,023.00	4,736.16	42,047.20	6,383.40	4,273.87	2,109.53	
300 9523	ATHLETIC CAMPS: CROSS COUNTRY							
1,025.65	0.00	0.00	218.96	343.06	682.59	377.04	305.55	
300 9528	ATHLETIC CAMPS: WRESTLING							
1,884.20-	80.00	685.00	366.99	366.99	1,566.19-	4,302.46	5,868.65-	
300 9532	ATHLETIC CAMPS: GIRLS BASKETBALL							
21,130.92	0.00	6,486.00	2,536.47	6,674.15	20,942.77	2,374.32	18,568.45	
300 9534	ATHLETIC CAMPS: SOFTBALL CAMP							
741.78	0.00	790.00	0.00	90.00	1,441.78	0.00	1,441.78	
300 9535	ATHLETIC CAMPS: VOLLEYBALL							
7,577.29	0.00	122.50	239.46	4,506.98	3,192.81	550.00	2,642.81	

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WADSWORTH CITY SCHOOL DISTRICT
Financial Report by Fund

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Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin	Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance
								Code
300 9544	ATHLETIC CAMPS: GIRLS GOLF FUND							
	995.00	0.00	0.00	0.00	995.00	0.00	995.00	
300 9546	ATHLETIC CAMPS: GIRLS TENNIS							
	4,422.52	0.00	1,922.00	0.00	2,448.95	3,895.57	1,872.00	2,023.57
300 9553	ATHLETIC CAMPS: CHERLEADING							
	11,058.68	0.00	3,178.00	0.00	8,790.56	5,446.12	376.29	5,069.83
300 9555	ATHLETIC CAMPS: WMS CHEER							
	3,322.82	0.00	0.00	0.00	2,117.96	1,204.86	46.28	1,158.58
300 988H	WHS YEARBOOK/WHISPERER FUND							
	20,959.12	2,252.50	4,477.50	0.00	5,886.55	19,550.07	11,771.54	7,778.53
	TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
	168,279.85	49,087.50	282,666.16	81,118.14	287,433.65	163,512.36	163,295.04	217.32
401 9018	AUX SERVICES FY 2018 SACRED HEART							
	2,776.69	0.00	0.00	5,047.46-	2,776.69	0.00	0.00	0.00
401 9019	AUX SERVICES FY19: SACRED HEART							
	0.00	55,936.44	111,722.31	32,382.87	86,373.50	25,348.81	94,779.67	69,430.86-
	TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
	2,776.69	55,936.44	111,722.31	27,335.41	89,150.19	25,348.81	94,779.67	69,430.86-
451 9019	ONENET: FY19							
	0.00	0.00	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00
	TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:							
	0.00	0.00	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00
499 9017	OHIO CAREER COUNSELING GRANT: FY2017							
	27,857.51	0.00	0.00	0.00	4,115.42	23,742.09	1,577.86	22,164.23
499 9018	SECONDARY TRANSITION STUDENT W/ DISABILITIES							
	0.00	0.00	1,972.00	0.00	1,972.00	0.00	0.00	0.00
499 919C	OH SCHOOL SAFETY GRANT: 4 CITIES FY19							
	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	1,250.00	1,250.00
499 919W	OH SCHOOL SAFETY GRANT: WADSWORTH CSD FY19							
	0.00	25,882.65	25,882.65	0.00	0.00	25,882.65	19,890.00	5,992.65
	TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN							
	27,857.51	28,382.65	30,354.65	0.00	6,087.42	52,124.74	22,717.86	29,406.88

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WADSWORTH CITY SCHOOL DISTRICT
Financial Report by Fund

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Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered	Bank
Begin	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
516 9018	IDEA-B FED GRANT FY 2018							
	5,297.58 86,961.79	86,961.79	0.00	92,259.37	0.00	0.00	0.00	
516 9019	IDEA-B FED GRANT FY 2019							
	0.00 0.00	0.00	74,598.29	256,502.18	256,502.18-	29,026.12	285,528.30-	
516 919R	IDEA-B RESTORATION GRANT FY2019							
	0.00 0.00	0.00	14,864.58	36,149.98	36,149.98-	0.00	36,149.98-	
	TOTAL FOR Fund 516 - IDEA PART B GRANTS:							
	5,297.58 86,961.79	86,961.79	89,462.87	384,911.53	292,652.16-	29,026.12	321,678.28-	
524 9018	CARL PERKINS FY 2018							
	0.00 181,443.28	181,443.28	0.00	181,443.28	0.00	0.00	0.00	
524 9019	CARL PERKINS: FY 2019							
	0.00 0.00	0.00	14,024.07	49,085.89	49,085.89-	0.00	49,085.89-	
	TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198							
	0.00 181,443.28	181,443.28	14,024.07	230,529.17	49,085.89-	0.00	49,085.89-	
572 9018	TITLE I: FY 2018							
	0.00 65,734.21	65,734.21	0.00	65,734.21	0.00	0.00	0.00	
572 9019	TITLE ONE FY 2019							
	0.00 0.00	0.00	34,273.73	119,010.28	119,010.28-	0.00	119,010.28-	
	TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE							
	0.00 65,734.21	65,734.21	34,273.73	184,744.49	119,010.28-	0.00	119,010.28-	
590 9018	IMPRV. TEAC. QUALITY GRANT							
	1,969.59 6,240.96	6,240.96	2,040.51-	8,210.55	0.00	0.00	0.00	
590 9019	TITLE II-A SUPP EFF INST FY 19							
	0.00 0.00	0.00	7,295.54	25,535.65	25,535.65-	3,641.74	29,177.39-	
	TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:							
	1,969.59 6,240.96	6,240.96	5,255.03	33,746.20	25,535.65-	3,641.74	29,177.39-	
599 9018	IV-A STUDENT SUPPORT GRANT FY18							
	0.00 9,477.45	9,477.45	522.55-	9,477.45	0.00	0.00	0.00	
	TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND							
	0.00 9,477.45	9,477.45	522.55-	9,477.45	0.00	0.00	0.00	
	GRAND TOTALS:							
	33,335,170.30 2,566,946.76	53,749,158.68	9,913,846.60	54,164,042.13	32,920,286.85	6,451,124.06	26,469,162.79	



WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
NOVEMBER 2018



General Fund
Budget to Actual Report

	FY 2019		FY 2019				
	Budget		Actual to Date		Variance	Variance %	Target %
Beginning Cash Balance	\$ 15,484,428	\$	15,484,428				
Total Revenue	\$ 50,486,131	\$	24,911,729	\$	(25,574,402)	49.3%	41.7%
Expenditures:							
Salaries and Wages	\$ 27,446,648	\$	11,216,896	\$	(16,229,752)	40.9%	42.31%
Employee Fringe Benefits	\$ 10,220,312	\$	4,280,577	\$	(5,939,735)	41.9%	41.7%
Purchased Services	\$ 6,833,138	\$	2,479,775	\$	(4,353,363)	36.3%	41.7%
Supplies and Materials	\$ 1,929,846	\$	931,200	\$	(998,646)	48.3%	41.7%
Capital Outlay	\$ 724,549	\$	280,708	\$	(443,841)	38.7%	41.7%
HB 264 Payments	\$ -	\$	-	\$	-		
Other	\$ 446,278	\$	222,860	\$	(223,418)	49.9%	41.7%
Transfers/ Advances out	\$ 50,000	\$	-	\$	(50,000)	0.0%	41.7%
Total Expenditures	\$ 47,650,771	\$	19,412,017	\$	(28,238,754)	40.7%	41.7%
Revenue over (under) Expenditures	\$ 2,835,360	\$	5,499,713				
Ending Cash Balance	\$ 18,319,788	\$	20,984,141				
Encumbrances			\$ 3,977,853				49.09%
Available Unencumbered Balance			\$ 17,006,287				

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	\$ 2,566,946.76
Total Expenditures Current Month All Funds	\$ 9,913,846.60
Total Month End Cash Balance	\$ 32,920,286.85

Appropriation Summary:

Total Appropriations Current Year All Funds	\$ 92,815,790.71
Prior Fiscal Year Carryover Encumbrances	\$ 1,546,799.37
Total Available All Funds	\$ 94,362,590.08
Fiscal Year To Date Expenses All Funds	\$ 54,164,042.13
Fiscal Year To Date % expended All Funds	57.4%