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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, FEBRUARY 11, 2019 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 Organizational Meeting and Regular Stated Meeting Minutes

V. Student/Staff Recognition

A. February Students of the Month

Student	Grade	School
Jack Cartwright	04	Franklin Elementary School
Sadie Ross	04	Isham Elementary School
Elizabeth Allen	04	Lincoln Elementary School
Lucas McDermitt	04	Overlook Elementary School
Addyson Fela	04	Valley View Elementary School
Kathryn Kraft	05	Central Intermediate School
Ava Madachik	08	Wadsworth Middle School
Erin Lampert	11	WHS Career-Technical
Nicholas Lallathin	12	WHS Career-Technical
Leah McNutt	12	Wadsworth High School
Jacob Elsass	12	Wadsworth High School

VI. Administrative Discussion Items, Presentations, and Updates

A. Central Intermediate School/Ohio Facilities Construction Commission Update
B. February 1, 2019 Staff Professional Development Day Schedule
C. Students in Government Day
D. Next Mental Health Committee Meeting Date
E. 2018-2019 Staffing Analysis and Class Size and Enrollment Projections Documents
F. Administrative Guideline Revisions
G. Wadsworth Grizzlies Community Foundation

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Resignations

    a) Nicole Meredith, eff. 1/18/2019
    b) Barbara McConnell, retirement, eff. 6/1/2019
    c) Michelle Wyand, eff. 2/8/2019
    d) Candace Whitney, eff. 6/1/2019
    e) John Burton, retirement, eff. 6/1/2019
    f) Malia Gunselman, retirement, eff. 6/1/2019
    g) Leslie North, retirement, eff. 6/1/2019
    h) Jodi Bowers, eff. 8/1/2019

2. Employments

    a) Ashlee Marshall, Home Instructor, eff. 1/15/2019
    b) Lisa Bressler, Home Instructor, eff. 2/11/2019
    c) Classified Substitutes, per attached list
    d) Certified Substitutes, per attached list
    e) Supplemental Contracts, per attached list
    f) Volunteers, per attached list

3. Recommendation to grant unpaid child leave under FMLA to Sally Lucas, from the end of her allowable sick leave through the end of the 2018-2019 school year

4. Recommendation to grant unpaid leave to Patricia Gear on May 17, 2019

B. ACTION CONSENT ITEMS

1. Recommendation to accept a $3,496.00 donation from the All-Sports Boosters

2. Recommendation to accept a donation of a winter coat from Bob Rogers Travel, valued at $180

3. Recommendation to accept a donation of seven (7) totes of school supplies, including pens, files and binders, from Office Max

4. Recommendation to declare the following resident student impractical to transport, enabling her parent/guardian to apply for state transportation reimbursement for the 2018-2019 school year:

    a) Olivia Smith, to Our Lady of the Elms (Akron), Parent: Jami Smith

5. Recommendation to approve a first reading of the following revised Wadsworth City School District Board of Education Policies:

    a) 1110, Assessment of District Goals
    b) 1400, Job Descriptions

6. Recommendation to bypass a first reading and approve the revision to Wadsworth City School District Board of Education Policy 5610, Removal, Suspension, Expulsion, and Permanent Exclusion of Students

7. Recommendation to approve the Contract Addendum with the Evolve Academy for the 2018-2019 school year

8. Recommendation to approve the event contract with DeJaVu Entertainment

9. Recommendation to approve the College Credit Plus Memorandum of Understanding with The University of Akron for the 2019-2020 School Year

10. Recommendation to approve the BMD Projector Rental Agreement between the Wadsworth City School District Board of Education and Broadway Media Distribution, Inc.

11. Recommendation to approve the BMD End User Content Rental License Agreement between the Wadsworth City School District Board of Education and Broadway Media Distribution, Inc.

12. Recommendation to approve the General Terms and Conditions Agreement between ERG Environmental Services and the Wadsworth City School District Board of Education

13. Recommendation to approve the Terms of Service & Privacy Policy between EduTyping and the Wadsworth City School District Board of Education, eff. 12/10/2018

14. Recommendation to approve the Wadsworth City School District Substitute Handbook

15. Recommendation to approve the Bookfair Agreements between the Wadsworth City School District Board of Education and Barnes & Noble for the following schools:

    a) Central Intermediate School (2/1-2/2/19)
    b) Valley View Elementary School (3/16-17/19)

16. Recommendation to approve the revised Maintenance & Grounds I job description

17. Recommendation to approve the Memorandum of Understanding between the Wadsworth City School District Board of Education and Western Reserve Grief Services for Central Intermediate School, effective January 8, 2019

18. Recommendation to approve the Tournament Site Agreement between the Wadsworth City School District Board of Education and the Ohio High School Athletic Association

19. Recommendation to approve the Site Confirmation Agreement between the Wadsworth City School District Board of Education and the Ohio High School Athletic Association

20. Recommendation to approve the Memorials for a Deceased Student guideline

21. Recommendation to approve Quest Diagnostics in Lenexa, Kansas, as the second laboratory that student alcohol, drug or nicotine test results are submitted to, if necessary

22. Recommendation to approve the Memorandum of Understanding 2019-2020 for College Credit Plus between Stark State College and the Wadsworth City School District Board of Education

23. Recommendation to approve the OHSAA Tournament Site Availability Agreement between the Wadsworth City School District Board of Education and the Ohio High School Athletic Association

24. Recommendation to approve the Educational Service Center of Medina County Service Agreement Amendment for the 2018-2019 School Year

25. Recommendation to approve the Reevaluation Services Contract between the Wadsworth City School District Board of Education and the East Central Ohio Educational Service Center

26. Recommendation to approve the Contract for Children with Disabilities Open Enrollment 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) between the Wadsworth City School District Board of Education and the Cloverleaf Local Board of Education

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Recommendation to accept the January 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, C, 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
February 11, 2019

Classified Substitutes

Julienne Lobello, eff. 1/9/2019
Mark Vlcek

Certified Substitutes

Kimberly Keiper
Amanda Henthorn, eff.
2/4/2019 Ashley Plassard
Rebecca Jett

Supplemental Contracts

Matthew Hastings	O.J. Work Auditorium Manager
Bruce Hulme	Asst. Wrestling Coach (Volunteer), eff. 1/14/2019
Katie Ruff	Improvement Plan Mentor
Katie Ruff	RTI Member (⅓ contract)
Timothy Yoder	Middle School Boys Head Track Coach
Eric England	Middle School Boys Asst. Track Coach
Matthew Hulme	Middle School Boys Asst. Track Coach
Kristie Stoll	Middle School Girls Head Track Coach
Michelle Minick	Middle School Girls Asst. Track Coach
Breanna Ganuelas	Middle School Girls Lacrosse (Volunteer)
Kevin Evans	Middle School Boys Lacrosse (Volunteer)
Jay Edurese	Middle School Boys Lacrosse (Volunteer)
Allison Pallija	Summer School Teacher (CAC)
Michael Schmeltzer	Summer School Teacher (Geometry/Algebra EOC)
Lisa Smith	Summer School Teacher (English I and II EOC)
Dennis Schrock	Summer School Teacher (Economics)
Charles Hamilton	Summer School Teacher (Government)
William Goddard	Summer School Teacher Health)
Philip Seenes	Summer School Teacher (Phys. Ed.)
Michael Sladky	Summer School Teacher (Phys. Ed.)
Steve Webb	Summer School Teacher (Physc. Ed.)
Patricia Swanson	Summer School Teacher (Business & Computer Applications)

Volunteers

Jane Barnett
Ashley Birkhimer
Michelle Ghaster
James Rogers
Steve Mueller
Tennis Muman
Crystal Rogers
James Rogers
Sarah Ross
Christi Urbanek

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
February 11, 2019

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

A. Central Intermediate School/Ohio Facilities Construction Commission Update: For the latest updates on the Central Intermediate School/Ohio Facilities Construction Commission dialogue, please visit the Central Intermediate School Committee webpage by clicking here and reviewing the information under the "Correspondence (eMails & Letters)" heading.

B. February 1, 2019 Staff Professional Development Day Schedule: The February 1, 2019 staff professional development day schedule can be viewed by clicking here.

C. Students in Government Day: The annual Students in Government Day will be held on Monday, March 25, 2019. We would like to thank Mr. Rob Lynn (high school teacher) and Mrs. Tammy Guenther (Clerk of Council, City of Wadsworth) for their work in scheduling this opportunity for our high school students.

D. Next Mental Health Committee Meeting Date: The Wadsworth City School District Board of Education's Mental Health Committee will meet on Tuesday, February 19, at 4:00 p.m. in the high school media center.

E. 2018-2019 Staffing Analysis and Class Size and Enrollment Projection Documents: The 2018-2019 staffing analysis document can be viewed by clicking here. Class size and enrollment projections can be viewed by clicking here. The 2018-2019 staffing analysis document is used to monitor compliance with the requirements found in Ohio Revised Code and Ohio Administrative Code. The class size and enrollment projection document is used to help with planning for the 2019-2020 school year.

F. Administrative Guideline Revisions: The last few years we have been encouraging our employees to question policies/procedures we have in place that they feel are unnecessary and/or burdensome. While some of the suggestions brought forward have dealt with policy and/or administrative guidelines, others have not (they are simply district and/or building practices that are not grounded in policy and/or administrative guidelines).

As issues arise and our administrative guidelines are reviewed, we have found that many fall into one (1) or more of the following categories:

- Are out of date and no longer applicable;
- Are not aligned with our current practice and/or policy;
- Are not known to exist and, as a result, are not followed; and
- Are overly and unnecessarily burdensome.

While these categories sound bad and I'm sure make you wonder how some are possible (e.g. are not known to exist, and, as a result, are not followed), there is a rational explanation. Our administrative guidelines are the compilation of years of policy work. While many of the administrative guidelines are revised when policy language changes, others that have been in existence for years are never updated (e.g. administrative guideline on outdoor recess that I recommended to you over the summer we delete) and/or are titled in such a strange way that without reading every guideline it is hard to find the topic or to imagine a guideline would even exist.

The following lists the section number/general topic and number of administrative guidelines that are in each section (you can view the administrative guidelines by clicking here and selecting "Administrative Guideline Manual" from the drop-down menu to the right of "Book:"):

Section/General Topic	Number of Administrative Guidelines
1000: Administration	14
2000: Program	67
3000: Professional Staff	40
4000: Classified Staff	33
5000: Students	70
6000: Finances	18
7000: Property	30
8000: Operations	62
9000: Relations	18

Some administrative guidelines are one (1) page while others can be twenty (20) pages or more in length.

What I'm proposing to do this year is review all of our administrative guidelines with the intention of doing the following:

- Ensure if the administrative guideline is necessary that it aligns with our policy and current practice and is as simple as possible (make revisions where appropriate);
- If it is determined that an administrative guideline is unnecessary, delete it; and
- Recommend to you a list of administrative guideline revisions and deletions.

Some school districts do not have administrative guidelines at all because they are viewed as an unnecessary burden that does nothing but cause problems (e.g. when not followed). I think there is a balance to be struck with our administrative guidelines, as I believe some are needed to provide direction to our staff and/or community (e.g. intradistrict open enrollment administrative guideline - The law requires us to establish class size thresholds, timelines, etc., but they do not have to be in our policy. These have to be established and an administrative guideline that accompanies the policy seems to be an ideal place to do this).

Based upon past policy and administrative guideline work, I'm going to guess there are many revisions and deletions I will end up recommending to you. The ultimate goal is make sure we are not overly complicating things for ourselves and to ensure that we do not have written guidelines that make no sense and cause us problems because they are not followed.

We want state legislators, our governor and Ohio Department of Education (ODE) to quit placing unnecessary burdens on us; and I want to make sure that we have created a process in our district that, as proactively as possible, makes sure we are not doing the same thing to our employees that we don't want the legislators, governor and ODE doing to us.

With this in mind, and after careful review of the administrative guidelines and corresponding policies, the following recommendations are being made in relation to the administrative guidelines found in section 1000, Administration:

Administrative Guideline No. and Title:	Action:
1100, Superintendent's/Principal's Absence from the District	Delete
1110, Assessment of District Goals	Delete
1120, Line and Staff Relations	Delete
1400, Revising Job Descriptions for Compliance with ADA/504	Delete
1411, Whistleblower Protection	Keep As Is
1422, Nondiscrimination and Equal Employment Opportunity	Keep As Is
1422B, Complaint Procedures for Nondiscrimination and Equal Employment Opportunity/Access	Keep As Is
1530, Standards-Based Principal Evaluation System	Delete
1621, Federal Group Health Continuation (COBRA)	Keep As Is
1623A, Section 504/ADA-Prohibition Against Disability Discrimination in Employment	Keep As Is
1623B, Section 504/ADA-Complaint Procedures Related to Disability Discrimination in Employment	Keep As Is
1630.01, FMLA Leave	Keep As Is
1630.01B, FMLA Recordkeeping Requirements	Keep As Is
1662, Anti-Harassment	Delete

G. Wadsworth Grizzlies Community Foundation: As part of our district's previous strategic plan, the Wadsworth Grizzlies Community Foundation was established. The Wadsworth Grizzlies Community Foundation is a 501 (c) (3) organization that provides financial support to teachers beyond taxpayer responsibility, aligned with district goals and enhancing student achievement within our school district. The goal is to provide grant opportunities for teachers in our district to fund innovative classroom projects.

You can learn more about the foundation by visiting their website. On the website, you can learn more about the foundation's May 17 fundraiser.

You are also encouraged to "like" and "share" the foundation's Facebook page.

If you are interested in becoming involved in the foundation, please contact Mrs. Kristy Hayduk, President, at kristy@haydukinsurance.com or at 216-312-5215

VII. Administrative Items

B. ACTION CONSENT ITEMS

5. **First Reading of Revised Policies:** The revised Wadsworth City School District Board of Education Policies 1110, Assessment of District Goals, and 1400, Job Descriptions, being recommended for a first reading are necessary to align our policies to reflect the elimination of the corresponding administrative guideline (see Administrative Discussion Items, Presentations, and Updates F. above).

6. **Revision to Policy 5610, Removal, Suspension, Expulsion, and Permanent Exclusion of Students:** The revision to Wadsworth City School District Board of Education Policy 5610, Removal, Suspension, Expulsion, and Permanent Exclusion of Students, being recommended for the bypass of a first reading and approval is necessary to align our past practice with our policy. The current language is not required by law, imposes a mandatory minimum sentence (which, no other part of our code of conduct does unless required by law, and, even then, the law allows for discretion), removes the ability for the administrator to use common sense and is not good for students.

7. **Evolve Academy Contract Addendum:** The Evolve Academy contract addendum being recommended for approval is necessary to allow a student to receive the services required in the student's individual education program (IEP).

8. **DeJaVu Entertainment Event Contract:** The DeJa Vu Entertainment contract being recommended for approval will allow DeJa Vu Entertainment to provide DJ and dance light services at the March 1 Wadsworth High School dance.

9. **College Credit Plus (The University of Akron):** The College Credit Plus Memorandum of Understanding between The University of Akron and the Wadsworth City School District Board of Education being recommended for approval governs the College Credit Plus program for the 2019-2020 school year.

10. & 11. **BMD Agreements:** The BMD Projector Rental Agreement and the the BMD End User Content Rental License Agreement being recommended for approval will allow our high school drama department to rent projectors and software from Broadway Media Distribution, Inc. (BMD) for the upcoming production of the Little Mermaid.

12. **ERG Environmental Services Agreement:** The General Terms and Conditions Agreement between ERG Environmental Services and the Wadsworth City School District Board of Education being recommended for approval will allow our district to utilize the services of ERG Environmental to dispose of hazardous materials.

13. **EduTyping Terms of Service & Privacy Policy:** The EduTyping Terms of Service & Privacy Policy between Edutyping and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to continue to use the EduTyping program in our business classes.

14. **Substitute Handbook:** The Wadsworth City School District Substitute Handbook being recommended for approval is a revised version that focuses on the basic information all substitutes in our school district need to know.

15. **Barnes & Noble Bookfair Agreements:** The Bookfair Agreements between the Wadsworth City School District Board of Education and Barnes & Noble being recommended for approval provide the details for the bookfairs held at Barnes & Noble by CIS (February 1-2, 2019) and Valley View Elementary School (March 16-17, 2019).

16. **Revised Maintenance & Grounds I Job Description:** The revised Maintenance & Grounds I job description being recommended for approval adds the requirement of obtaining a Class B commercial driver's license within six (6) months of employment.

17. **Western Reserve Grief Services Memorandum of Understanding (MOU):** The MOU between the Wadsworth City School District Board of Education and Western Reserve Grief Services being recommended for approval will allow for Western Reserve Grief Services to provide a bereavement group at Central Intermediate School during the 2018-2019 school year.

18. **Ohio High School Athletic Association (OHSAA) Tournament Site Agreement:** The Tournament Site Agreement between the OHSAA and the Wadsworth City School District Board of Education outlines the details for the February 2, 2019 regional wrestling tournament held at Wadsworth High School.

19. **Ohio High School Athletic Association (OHSAA) Site Confirmation Agreement:** The Site Confirmation Agreement between the OHSAA and the Wadsworth City School District Board of Education outlines the details for the February 21, 2019 sectional girls basketball tournament game to be held at Wadsworth High School.

20. **Memorials for a Deceased Student Guideline:** The Memorials for a Deceased Student Guideline being recommended for approval is the result of conversation at both the December 2018 and January 2019 Wadsworth City School District Board of Education meetings. The guideline details the type of memorial options available to parent/guardian(s) who have lost a son/daughter who was attending our school district.

21. **Quest Diagnostics:** The recommendation to make Quest Diagnostics in Lenexa, Kansas the second laboratory that student alcohol, drug and/or nicotine results are sent to is necessary if a parent/guardian contests the initial results. Per Wadsworth City School District Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students, the board of education must approve the second laboratory.

22. **Stark State College Memorandum of Understanding:** The Memorandum of Understanding 2019-2020 for College Credit Plus between Stark State College and the Wadsworth City School District Board of Education being recommended for approval governs the College Credit Plus program for the 2019-2020 school year.

23. **Ohio High School Athletic Association (OHSAA) Tournament Site Availability Agreement:** The OHSAA Tournament Site Availability Agreement between the Wadsworth City School District Board of Education and the OHSAA being recommended

for approval outlines the details for the February 23, 2019 sectional wrestling to be held at Wadsworth High School.

24. **Educational Service Center of Medina County Service Agreement Amendment:** The Educational Service Center of Medina County Service Agreement Amendment being recommended for approval is necessary to provide American Sign Language Interpreter (ASL) services for a student, per the student's individual education program (IEP).

25. **Reevaluation Services Contract:** The Reevaluation Services Contract between the Wadsworth City School District Board of Education and the East Central Ohio Educational Service Center being recommended for approval is necessary for a required reevaluation needed for a student on an individual education program (IEP) who has been placed in an education setting outside of our school district.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Organizational Meeting Date: January 8, 2019

The Wadsworth City Board of Education met in Organizational Session on Tuesday, January 8, 2019, at 7:00 P.M. in the James R. McIlvaine Performing Arts Center at Wadsworth High School, 625 Broad Street.

CALL TO ORDER

PLEDGE OF ALLEGIANCE / ROLL CALL

Present	Batey, Gordon, Kramer, McComas, McDougal
Absent	0
Administrators	**13**
Staff	**5**
Visitors	**62**
Student Liaison	Leah McNutt

19-1-01 ELECTION OF BOARD PRESIDENT

Kramer was nominated by **Batey** to serve as President of the Board. There were no other nominations. The motion was made by **Gordon**, seconded by **McComas**, to close nominations.

Roll Call – Gordon, McComas, McDougal, Batey
Abstain - Kramer
No vote necessary

19-1-02 ELECTION OF BOARD VICE-PRESIDENT

Batey was nominated by **Gordon** to serve as Vice President of the Board. There were no other nominations. The motion was made by **McComas**, seconded by **Gordon**, to close nominations.

Roll Call – Kramer, McComas, McDougal, Gordon
Abstain - Batey
No vote necessary

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Organizational Meeting Date: January 8, 2019

SWEARING-IN OF NEW OFFICERS

Treasurer Beeman administered the Oath of Office to **President Linda Kramer** and **Vice President Julie Batey**. **(ATTACHED)**

19-1-03 SET DATES AND TIMES FOR 2019 REGULAR MEETINGS

The motion was made by **Gordon**, seconded by **McComas**, to establish the 2019 Board Meeting dates as the second Monday of each month at 7:00 P.M. at Wadsworth High School, 625 Broad Street, except:

- November 2019 meeting will be the third Monday (November 18).

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

19-1-04 ESTABLISH SERVICE FUND FOR 2019

The motion was made by **Gordon**, seconded by **Batey**, to establish a service fund for 2019 in the amount of $6,000.

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

19-1-05 PUBLIC RECORDS DESIGNEE

The motion was made by **Batey**, seconded by **Gordon**, to appoint Treasurer Beeman as Public Records Designee.

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

19-1-06 APPOINT LEGISLATIVE LIAISON TO THE OHIO SCHOOL BOARDS ASSOC.

The motion was made by **Gordon**, seconded by **McComas**, to appoint **Kramer** as Legislative Liaison to the Ohio School Boards Association.

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

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Organizational Meeting Date: January 8, 2019

19-1-07 **REQUEST ADVANCE PAYMENT OF TAXES**

The motion was made by **Gordon**, seconded by **Batey**, to authorize Treasurer Beeman to request advance payment of all available taxes collected for the year: **(ATTACHED)**

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

19-1-08 **APPROVAL OF BOARD MINUTES**

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

Regular Session December 10, 2018

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

19-1-09 **ADJOURNMENT**

The motion was made by **Gordon**, seconded by **McComas**, to adjourn at **7:07** p.m.

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

(Signed)_____
Linda Kramer, President

(Attested)_____
Douglas D. Beeman, Treasurer

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: January 8, 2019

The Wadsworth City Board of Education met in Regular Session on Tuesday, January 8, 2019, at **7:08** 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	5
Visitors	62
Student Liaison:	Leah McNutt

STUDENT/STAFF RECOGNITION

A. January Students of the Month:

STUDENT	GRADE	SCHOOL
Joseph Cunningham	04	Franklin Elementary
Bailey Harris	04	Isham Elementary
Addison Stone	04	Lincoln Elementary
Brody Carbaugh	04	Overlook Elementary
Carter Raymond	04	Valley View Elementary
David Perkins	06	Central Intermediate
Stacie Maag	08	WMS
Haley Hochstetler	12	WHS Career Technical
Matthew Neil	12	WHS Career Technical
Sarah Takenaka	12	WHS
Benjamin Moskos	12	WHS

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

A. Discussion: Draft of Guidelines on Memorials for a Deceased Student

B. Mental Health Committee

C. State of Ohio BOE Awards

ADMINISTRATIVE ITEMS:

19-01-10 Upon the recommendation of Superintendent Hill, the motion was made by **McDougal**, seconded by **McComas**, to adopt the Personnel Consent Items from the January 8, 2019, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations:

a)	Rebecca Osborne	Classified Substitute	(eff. 12/20/18)

2. Employments:

a)	Melissa Lance	Non-Teaching Employee	(eff. 12/17/18)
b)	Phebe Crouch	Certified Substitute	(eff. 01/07/19)
c)	Jeremy Thompson	Certified Substitute	(eff. 01/07/19)
d)	Kristy Doyle	Classified Substitute	(eff. 01/07/19)
e)	Keith Piepho	Speech and Debate Judge	

f) Home Instructors:

Kimberly Leonard	(eff. 07/01/18)
Kaitlyn Wilson	(eff. 10/29/18)
Megan Bruno	(eff. 10/11/18)
Shannon Schmitt	
Kathryn Witmer	
Sara Storm	

g) Supplemental Contracts:

Michael Ross	Vol. WMS Boys' Lacrosse Coach
Debra Lake	Co-Director WHS Comedy
Lindsay Patterson	Co-Director – WHS Comedy
Jeffery Walck	Varsity Volleyball Coach (2019-20 school year)

h) Volunteers:

Dave Kopfstein	(eff. 10/08/18)
Jason Marks	
Tina Marks	
Kimberly McArthy-Choleva	(eff. 12/12/18)
Michael Ross	

3. Recommendation to grant unpaid leave to Amelia Capotosta on January 22 and February 19, 2019.

4. Recommendation to grant unpaid child leave care under FMLA to Katie Ruff, from the end of her allowable sick leave through the 2019-20 school year.

5. Recommendation to grant a leave of absence (not to exceed two years) to Gail Madigan (eff. 01/08/19).

6. Recommendation to hire Al Long as a Bus Washer at the rate of $9/hour.

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

19-01-11 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Action Consent Items for the January 8, 2019, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept the donation of two suitcases from Bob Rogers Travel (valued at $150).

2. Recommendation to approve the Letter Agreement-Bleacher Wrap Sponsorship between Summa Health and the Wadsworth City School District Board of Education. **(ATTACHED)**

3. Recommendation to set the Substitute Cafeteria Helper hourly rate at minimum wage (eff. 01/07/19).

4. Recommendation to approve the Scope of Work Quote for Services between RKS Consulting & Commissioning, Inc. and the Wadsworth City School District Board of Education (eff. 12/20/18). **(ATTACHED)**

5. Recommendation to approve the College Credit Plus Memorandum of Understanding School Year 2019-2020 between Kent State University and the Wadsworth City School District Board of Education. **(ATTACHED)**

6. Recommendation to approve the Costume Rental Contract between Akron Design & Costume Co. and the Wadsworth City School District Board of Education. **(ATTACHED)**

7. Recommendation to purchase two (2) new conventional school buses from Cardinal Bus Sales & Service, Inc. for $165,758, including the trading in of two (2) buses.

8. Recommendation to approve the Recovery Plus Agreement between IC System and the Wadsworth City School District Board of Education. **(ATTACHED)**

9. Recommendation to approve Vinson CheckPoint Proposal between Vinson Consulting Group and the Wadsworth City School District Board of Education (eff. 11/28/18). **(ATTACHED)**

10. Recommendation to accept a $33,468.50 donation from the Band Boosters.

11. Recommendation to approve the Costume Rental Contract between Akron Design & Costume Co. and the Wadsworth City School District Board of Education. **(ATTACHED)**

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

TREASURER ITEMS

19-01-12 Upon the recommendation of Treasurer Beeman**,** the motion was made by **Batey**, seconded by **McComas**, to adopt the Action Consent Items for the January 8, 2019, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to approve the Estimated Revenue and Expenses FY20 and submit them to the Medina County Budget Commission.

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

3. Recommendation to approve a transfer of $15,500 from the General Fund to the Band Uniform Replacement Fund (300-900H).

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

LEGISLATIVE UPDATE

KRAMER reported:

1. Governor DeWine (OH) created a new Office of Children's Initiatives to focus on providing early childhood education and intervention programs. .

2. H.B. 343 – did not come up for vote during the lame duck legislative session. This bill would limit the authority of school districts to challenge property values.

3. Governor Tony Evers (WI) said he wants Wisconsin property tax bills to show how much money taxpayers contribute to private school vouchers.

FLOOR ITEMS

BOARD MEMBER ITEMS

L. McNutt Announced tryouts for the Spring Musical start on Wednesday, January 9, and reports cards will be available Friday, January 11.

Gordon Thanked Dana Hire, Sam Piehl and the chaperones. She also congratulated the band members for their performances in Orlando.

McDougal Recognized Franklin, Isham, Overlook and CIS for receiving the Ohio Board of Education Straight A Award.

Batey Wished good luck to the Academic Challenge Team in the Medina County Tournament.

McComas Wished the winter sports teams all the best as the season continues. He also congratulated the WHS Band for their performances in Orlando.

Kramer Congratulated the WHS Band for the Florida trip. She also announced that the new OSBA President John Halkias is being inducted at GlenOak High School on Saturday, January 12.

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, as listed above.

19-01-13 **EXECUTIVE SESSION**

The motion was made by **Gordon**, seconded by **Batey**, to enter Executive Session at **8:03** p.m.

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

EXECUTIVE SESSION recessed at **10:21** p.m.

19-01-14 **ADJOURNMENT**

The motion was made by **McComas**, seconded by **Gordon**, to adjourn at **10:22** p.m.

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

(Signed)_____
Linda Kramer, President

(Attested)_____
Douglas D. Beeman, Treasurer

Book	Administrative Guideline Manual
Section	Ready of Production
Title	Copy of SUPERINTENDENT'S/PRINCIPAL'S ABSENCE FROM THE DISTRICT
Code	ag1100
Status	
Adopted	November 19, 2007

~~1100 **SUPERINTENDENT'S/PRINCIPAL'S ABSENCE FROM THE DISTRICT**~~

~~Whenever the Superintendent is away from the District and unavailable to make a decision, and, if not otherwise specified in policy or administrative guidelines, the Director of Instruction shall be responsible for determining whether or not a decision must be made prior to the Superintendent's return. If so, then s/he shall:~~

A. ~~make the decision;~~
B. ~~take and/or supervise appropriate action;~~
C. ~~inform the Superintendent upon his/her return.~~

~~Should the Director of Instruction also be unavailable, then each administrator shall assume such responsibility in the order in which his/her name appears on the following list:~~

~~**POSITION**~~
~~High School Principal~~
~~Middle School Principal~~
~~High School Associate Principal~~

~~Whenever a principal is to be absent from his/her building and unavailable to make a decision, s/he is to select one (1) or more appropriate members of the school staff to act on his/her behalf and to provide the names of the selected staff member(s) to the District office.~~

Last Modified by Andrew Hill on January 31, 2019

Book	Administrative Guideline Manual
Section	Ready of Production
Title	Copy of DEFINE THE INTENDED RESULT OF THE GOAL
Code	ag1110
Status	
Adopted	November 19, 2007

~~1110 **ASSESSMENT OF DISTRICT GOALS**~~

~~The District has invested a great deal of time and effort to develop and implement a strategic plan.~~
~~In order to better ensure that the goals are being achieved as intended, each goal should be assessed on a periodic basis using the following six-step strategy. The strategy also will help determine what needs to be done as a follow-up to the assessment.~~

~~STEP ONE - DEFINE THE INTENDED RESULT OF THE GOAL~~

A. ~~Describe the situation that should exist in the District if the goal has been accomplished. List each key factor or condition in the Desired Situation as these will be the focus of the assessment for which data will be needed. Be sure the description is a statement(s) of **results** and not **tasks or actions** involved in achieving the results.~~
B. ~~To ensure that no important factors or conditions in the Desired Situation have been omitted from the description, ask, "what should not be true of the situation when this goal has been achieved?" or "what would we not want to find is true when we're done with this task?" For each answer, convert that negative factor or condition into a desired characteristic.~~
~~*For example, "we wouldn't want to find that the performance assessments of the curriculum goals did not provide standards to determine different levels of achievement. Therefore, one important factor in the assessment of curriculum goals would be that for each goal the assessment has standards that define at least excellent, good, fair, and poor performance."*~~
~~Repeat the question, as needed, to flush out other factors and/or conditions that may have been overlooked the first time around.~~
C. ~~Describe each factor as it would be if the goal is accomplished at the **D**esired **L**evel of **Q**uality. (This is called the DLQ standard.)~~
D. ~~Describe each factor as it would be if the goal is accomplished at just a **M**inimum **A**cceptable **L**evel of **Q**uality. (This is called the MALQ standard.)~~
E. ~~When the description is completed, there should be a summary statement of the Desired Situation followed by a listing of the criteria that will be used to judge the extent to which that Situation exists, and a description of the DLQ and MALQ standards.~~
F. ~~Determine whether goal assessment will be done periodically during the action stage or only after all actions have been completed. Establish a time-line for assessment activities.~~
G. ~~Develop a plan for gathering the data needed to assess each criterion. (See AG 2252 - Planning Strategy)~~

~~STEP TWO - REVIEW THE ACTION PLAN AND ROLES OF THE KEY PARTICIPANTS~~

A. ~~Review what the plan describes as the role of the:~~
~~Board,~~
~~Superintendent or Treasurer,~~
~~Central Office Administrators,~~
~~Building Administrators,~~
~~Building and/or Department Staff.~~
B. ~~Identify what has been done to date to accomplish the goal.~~
C. ~~Obtain the schedule for performance evaluations of the key participants. Review the evaluation criteria to determine if they include those related to the tasks involved in accomplishing the goal.~~

~~STEP THREE - OBTAIN THE DATA ON THE RESULTS~~

A. ~~Implement the plan for gathering the data. (Step One)~~
B. ~~Check to make sure the information is complete, accurate, relevant, and clear.~~
C. ~~Organize the data in ways that make it easy to compare the results with the standards.~~

~~STEP FOUR - COMPARE THE DATA WITH THE STANDARDS~~

A. ~~Compare the criteria one at a time.~~
B. ~~List whether a factor is at DLQ, between DLQ and MALQ, at MALQ, or not acceptable (below MALQ).~~

C. ~~Review all of the comparisons and make a judgement (evaluation) as to whether current progress or the Desired Situation is Excellent, Good, Fair, or Poor.~~

~~STEP FIVE - DIAGNOSE THE MAIN CAUSES FOR THE RESULT~~

A. ~~List the factors that are satisfactory (+) and place in order of significance in the Desired Situation.~~
B. ~~List the factors that are not satisfactory (-) and place in order of significance in the Desired Situation.~~
C. ~~Select the most significant (-) factors, one at a time, and decide what the reasons were that the desired factor was not produced. Refer to performance evaluations and other data on actions, conditions, influences that could be causes. List in order of importance.~~
D. ~~Select the most important (+) factors, one at a time, and decide what the reasons were that the desired factor was produced. Refer to performance evaluations and other data on actions, conditions, influences that could be causes. List in order of importance.~~
E. ~~Determine which of the (+) and (-) actions, conditions, and/or influences the District has the power to deal with and which are beyond its control.~~

~~STEP SIX - DEVELOP PLANS TO REMEDIATE AND REINFORCE~~

A. ~~For the (-) actions, conditions, and/or influences the District can act upon, ask, *what can be done differently that will be effective in eliminating or reducing the impact of these causes?* Do this in order of importance determined in Step 5C.~~
~~Use planning strategy AG 2252 and/or the strategic planning process to prepare a remedial action plan.~~
B. ~~For the (+) actions, conditions, and/or influences the District has control over, ask, *what can be done to make sure these causative factors don't disappear or are forgotten as we work on the (-) causes?* Do this in order of importance determined at Step 5D.~~
~~Use planning strategy AG 2252 and/or the strategic planning process to prepare a reinforcement action plan.~~

~~Recycle the strategy as appropriate to achieving the goal (Desired Situation) and maintaining it on a continuous basis.~~

Last Modified by Andrew Hill on January 31, 2019

Book	Administrative Guideline Manual
Section	Ready of Production
Title	Copy of LINE AND STAFF RELATIONS
Code	ag1120
Status	
Adopted	November 19, 2007

~~1120 **LINE AND STAFF RELATIONS**~~

~~All staff members shall be responsible to the Board of Education through the Superintendent. Each shall refer matters requiring administrative action to the person in charge of the department, who shall refer such matters to the next higher authority, when necessary.~~

~~Each staff member is to keep the person s/he is immediately responsible to informed of his/her activities by whatever means the supervisor deems appropriate.~~

~~All staff members have the right to appeal any decision made by an administrative officer, through approved procedures as defined by contract, agreements, policies, administrative guidelines, or by State law.~~

Last Modified by Andrew Hill on January 31, 2019

Book	Administrative Guideline Manual
Section	Ready of Production
Title	Copy of REVISING JOB DESCRIPTIONS FOR COMPLIANCE WITH ADA/504
Code	ag1400
Status	
Adopted	November 19, 2007

~~1400 **REVISING JOB DESCRIPTIONS FOR COMPLIANCE WITH ADA/504**~~

~~The Americans with Disabilities Act (ADA) requires that the District's job descriptions be reviewed and, if necessary, revised to ensure that employment practices do not discriminate against any current staff member or job candidate who has a disability as defined in AG 3122.~~

~~The following procedure should ensure that each job description adequately and accurately reflects the mental and physical requirements to fulfill properly the expectations of the job.~~

~~Because there is more likelihood that physical impairments will interfere with job functioning in classified positions, these job descriptions should be reviewed/revised first.~~

~~For each job description:~~

~~Step One~~

~~List each of the tasks associated with the job and then the activities associated with each task. It may help to think through, step by step, a typical work day from beginning to end and then add in the additional tasks that the job requires from time to time. Identify those tasks **that are essential** to completing the responsibility properly, that is, those tasks that are essential to fulfilling the responsibility. (Optional) Identify those tasks that are marginal to the position.~~

~~Step Two~~

~~For each activity, describe how the activity is performed...what physical motions are involved....what tools/equipment need to be used and how.~~

~~Step Three~~

~~Determine what knowledge, literacy skills, and technical skills a person has to have in order to complete the job responsibility in a way that meets District expectations. For example, is it necessary for the person to be able to compute well enough to solve problems involving arithmetic or write clearly and legibly, or understand written directions?~~

~~(It might be productive to involve one (1) or more of the staff members in the job to identify and possibly describe the tasks, because of the detailed knowledge of the job that s/he possesses.)~~

~~The revised job description masters should be kept on file in the Superintendent's office with copies provided to the staff member and his/her supervisor, in accordance with any applicable negotiated agreement. Job descriptions should be updated whenever there is an addition to or modification in a job.~~

Last Modified by Andrew Hill on January 31, 2019

Book	Administrative Guideline Manual
Section	Ready of Production
Title	Copy of STANDARDS-BASED PRINCIPAL EVALUATION SYSTEM
Code	ag1530
Status	
Adopted	November 17, 2014
Last Revised	December 12, 2016

~~1530 - **STANDARDS-BASED PRINCIPAL EVALUATION SYSTEM**~~

~~The procedures used to evaluate Principals and assistant Principals are based on the Ohio Principal Evaluation System ("OPES") model as approved by the State Board of Education. The procedures incorporate standards comparable to those which are included in the Board-approved teacher evaluation policy, but that are tailored to the duties and responsibilities of Principals and assistant Principals and the environment in which they work.~~

~~These evaluation procedures and guidelines are intended to establish an evaluation model that is research-based, transparent, fair, consistent, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved administrator and building performance, as well as promotion and retention decisions for Building Principals.~~

~~Definitions~~

~~"OPES" – stands for the Ohio Evaluation System model as adopted by the State Board of Education in 2009, or as otherwise modified by the State Board.~~

~~"Credentialed Evaluator" – includes the Superintendent or designee, who shall hold a credential established by the Ohio Department of Education for Principal evaluations.~~

~~"Principal" – shall include all Building Principals, Assistant Principals, Vice Principals, and other building level administrators whose duties are comparable to foregoing positions.~~

~~"Student Growth" – is defined as the change in student achievement for an individual student between two (2) or more points in time.~~

~~"Building Based Student Learning Objectives" ("SLOs") – goals created by a Principal or group of Principals that are approved by the District which identify expected learning outcomes or growth targets for students in their buildings over a period of time.~~

~~"Shared Attribution Measures" – encompasses student growth measures that can be attributed to a group.~~

~~"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.~~

~~"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.~~

~~"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the Principal performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.~~

~~"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the Principal evaluation procedure, which includes the principal performance measure, student growth measures, and any alternative measures selected by the Board.~~

~~"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.~~

~~"Evaluation Instruments" – refers to the forms used by the Principal's evaluator.~~

~~"Evaluation Procedure" – the procedural requirements set forth in this guideline are intended to provide specificity to the statutory obligations established under sections R.C. 3319.111 and R.C. 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of Principals developed under R.C. 3319.112.~~

~~Standards-Based Principal Evaluation~~

~~Principal evaluation procedures will utilize multiple factors, with the intent of providing meaningful feedback to each Principal and assigning an effectiveness rating based in equal part upon a Principal's performance on the standards and student growth.~~

~~Each Principal evaluation will result in an effectiveness rating of:~~

A. ~~Accomplished;~~
B. ~~Skilled;~~
C. ~~Developing; or~~

D. ~~Ineffective.~~

~~The specific standards and criteria for distinguishing between these ratings shall be the same as those included in the OPES model developed by the State Board of Education, which are incorporated herein by reference.~~
~~The two (2) evaluation factors are student growth measures and principal performance.~~

~~Assessment of Principal Performance~~

~~A Principal's performance will be evaluated during at least two (2) formal observations per evaluation cycle and periodic informal observations such as building walkthroughs. Such performance, which will comprise fifty percent (50%) of a Principal's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon a Principal's performance on the Ohio Principal Performance Standards (hereinafter "the Standards"):~~

A. ~~Principals help create a shared vision and clear goals for their schools and ensure continuous progress toward achieving the goals.~~
B. ~~Principals support the implementation of high quality standards based instruction that results in higher levels of achievement for all students.~~
C. ~~Principals allocate resources and manage school operations in order to ensure a safe and productive learning environment.~~
D. ~~Principals establish and sustain collaborative learning and shared leadership to promote learning and achievement of all students.~~
E. ~~Principals engage parents and community members in the educational process and create an environment where community resources support student learning achievement and well being.~~

~~In evaluating a Principal's Performance on the Standards, the District shall utilize the measures set forth by the Ohio Department of Education's OPES "Ohio Principal Performance Rating Rubric."~~

~~Student Growth Measure~~

~~Principals shall receive a rating for student academic growth that shall account for fifty percent (50%) of a Principal's final summative evaluation rating. For the purpose of these guidelines, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time, as evidenced by direct or indirect growth measures. Direct student growth measures will include measures of value added scores, vendor created assessments, and locally determined student growth measures. Indirect student growth measures will be comprised of measures which impact student achievement, such as retention, promotion of students, and graduation rates.~~
~~An evaluator may use both direct and indirect student growth measures to calculate a Principal's student growth measure rating, depending on the Principal involved.~~
~~Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education:~~

~~(5) Most Effective~~
~~(4) Above Average~~
~~(3) Approaching Average~~
~~(2) Average~~
~~(1) Least Effective~~

~~Final Evaluation Rating~~

~~Each Principal's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.~~

~~Evaluation Procedures and Timeline~~

~~Principals and Assistant Principals in the Final Year of a Contract~~

- ~~In any school year that a Principal's contract of employment is due to expire, at least two (2) written evaluations (a preliminary and a final) shall be provided. A written copy of the preliminary evaluation results shall be given at least sixty (60) days prior to any action by the Board on the Principal's contract of employment. A written copy of the final evaluation results shall be provided to a Principal at least five (5) days prior to the Board's acting to renew or not renew the contract, and shall include the Superintendent's intended recommendation to the Board regarding the Principal's contract.~~

~~Principals and Assistant Principals Not in the Final Year of a Contract~~

- ~~In any school year that a Principal's contract of employment is not due to expire, at least one (1) evaluation cycle shall be completed. A written copy of the evaluation results will be provided by the end of the Principal's contract year as defined by the Principal's annual salary notice.~~

~~Written notice of nonrenewal will be provided by June 1st.~~

~~Professional Growth Plans and Professional Improvement Plans~~

~~Based upon the results of a Principal's most recent evaluation, each Principal shall develop either a professional growth plan or professional improvement plan as follows:~~

A. ~~A Principal shall develop a professional growth plan with a credentialed evaluator when the Principal receives a score of developing or above in all areas of the most recent evaluation. The Principal in collaboration with an evaluator will create specific goals intended to promote professional growth and performance, as well as to increase student achievement and~~

growth. A professional growth plan will be developed that incorporates the goals and delineates specific evidence which will be used to determine if the goals are being met.

B. A Principal shall develop an improvement plan with a credentialed evaluator when the Principal's performance in one (1) or more areas is scored ineffective, or when a Principal receives an overall score of ineffective on his/her last evaluation. Principals are accountable for the implementation and completion of the plan, and shall collaborate with the evaluator throughout the year to modify the plan as necessary to maximize improvement in performance.

Retention and Promotion Decisions/Removal of Poorly Performing Principals

It is the purpose of these standards-based Principal evaluation procedures to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of administrators, renewal of administrator contracts, and the removal of poorly performing Principals.

Nothing in these guidelines or Board-approved evaluation procedures will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a Principal's contract in accordance with State law. The evaluation system and procedures set forth in these guidelines shall not create an expectation of continued employment for Principals evaluated under these procedures.

Revised 5/11/15

Revised 11/16/15

Revised 12/12/16

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Legal R.C. 3319.02, 3319.111, 3319.112, 3319.16, 3319.17

R.C. 3319.171, 3319.22, 3319.27

O.A.C. 3301-35-05

H.B. 64 (2015)

Last Modified by Andrew Hill on January 31, 2019

Book	Administrative Guideline Manual
Section	Ready of Production
Title	Copy of ANTI-HARASSMENT
Code	ag1662
Status	
Adopted	October 14, 2013

~~1662~~ **~~ANTI-HARASSMENT~~**

~~"Sexual Harassment" has the same definition as set forth in the policy of the Board as reflective of the definition set forth in Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Ohio Revised Code 4112.02.~~

~~Prohibited Behavior~~

A. ~~Conduct constituting sexual harassment may take different forms, including, but not limited to, the following:~~

1. **~~Verbal:~~**
   ~~The making of offensive written or oral sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats, or propositions toward or by a fellow staff member, student, or other person associated with the District, or third parties.~~
2. **~~Nonverbal:~~**
   ~~Causing the placement of offensive sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of offensive sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to or by a fellow staff member, student, or other person associated with the District, or third parties.~~
3. **~~Physical Contact:~~**
   ~~Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, brushing the body, or coerced sexual activity with or by a fellow staff member, student, or other person associated with the District, or third parties. With respect to students, the question of whether or not physical contact is unwanted or consensual is irrelevant where such contact is engaged in by District employees or other adult members of the School District community.~~

B. ~~Conduct constituting harassment on the basis of race, color, national origin, disability, age, religion, ancestry, or genetic information may take different forms, including, but not limited to, the following:~~

1. **~~Verbal:~~**
   ~~The making of offensive written or oral innuendoes, comments, jokes, insults, threats, or disparaging remarks concerning a person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~
2. **~~Nonverbal:~~**
   ~~Placing offensive objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures based upon a person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~
3. **~~Physical:~~**
   ~~Any intimidating or disparaging action such as hitting, pushing, shoving, hissing, or spitting on or by a fellow staff member, student, or other person associated with the District, or third parties, based upon the person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~

C. ~~Examples of inappropriate boundary invasions include, but are not limited to the following:~~

1. ~~hugging, kissing, or other physical contact with a student~~
2. ~~telling sexual jokes to students~~
3. ~~engaging in talk containing sexual innuendo or banter with students~~
4. ~~talking about sexual topics that are not related to curriculum~~
5. ~~showing pornography to a student~~
6. ~~taking an undue interest in a student (i.e. having a "special friend" or a "special relationship")~~
7. ~~initiating or extending contact with students beyond the school day for personal purposes~~
8. ~~using e-mail, text-messaging, websites or other social media services to discuss personal topics or interests with students~~
9. ~~giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval~~

10. ~~invading a student's privacy (e.g. walking in on the student in the bathroom, locker room, asking about bra sizes or previous sexual experiences)~~
11. ~~going to a student's home for non-educational purposes~~
12. ~~inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student)~~
13. ~~giving gifts or money to a student for no legitimate educational purpose~~
14. ~~accepting gifts or money from a student for no legitimate educational purpose~~
15. ~~being overly "touchy" with students~~
16. ~~favoring certain students by inviting them to come to the classroom at non-class times~~
17. ~~getting a student out of class to visit with the staff member~~
18. ~~providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so~~
19. ~~talking to a student about problems that would normally be discussed with adults (i.e. marital issues)~~
20. ~~being alone with a student behind closed doors without a legitimate educational purpose~~
21. ~~telling a student "secrets" and having "secrets" with a student~~
22. ~~other similar activities or behavior~~

~~Investigation and Complaint Procedure~~

~~In determining whether alleged conduct constitutes a violation of Policy 1662, the following factors will be considered:~~

A. ~~the nature of the behavior;~~
B. ~~how often the conduct occurred;~~
C. ~~whether there were past incidents or past continuing patterns of behavior;~~
D. ~~the relationship between the parties involved;~~
E. ~~the race, national origin, sex (including sexual orientation and transgender identity), disability, age, religious beliefs and ancestry of the victim, and in the case of genetic information harassment, the genetic information of the employee victim;~~
F. ~~the identity of the perpetrator, including whether the perpetrator was in a position of power over the person allegedly subjected to harassment;~~
G. ~~the number of alleged harasser(s);~~
H. ~~the age of the alleged harasser(s);~~
I. ~~where the harassment occurred;~~
J. ~~whether there have been other incidents in the school involving the same or other individuals;~~
K. ~~whether the conduct adversely affected the person's work or education performance or environment;~~
L. ~~the context in which the alleged incidents occurred;~~
M. ~~whether or not speech or expression that is alleged to constitute harassment is protected by the First Amendment to the United States Constitution; and~~
N. ~~whether a particular action or incident constitutes a violation of Policy 1662 requires a determination based on all the facts and surrounding circumstances.~~

~~Content of Compliance Officer's Written Report to the Superintendent~~

~~The Compliance Officer's written report to the Superintendent should contain the following information/documentation:~~

A. ~~name of the alleged victim, and any pertinent information concerning the individual as it relates to the Protected Class(es) involved in the alleged misconduct (e.g., the individual's race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry or genetic information), and the same information concerning the person who reported the alleged misconduct (if the reporter was not the alleged victim);~~
B. ~~the nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident;~~
C. ~~the name of all persons alleged to have committed the alleged unlawful harassment or retaliation, if known, and relevant information concerning them as it relates to the Protected Class(es) involved in the alleged misconduct;~~
D. ~~the names of all known witnesses to the alleged incident, and relevant information concerning them as it relates to the Protected Class(es) involved in the alleged misconduct;~~
E. ~~any written statements prepared by or on behalf of the reporter, the alleged victim (if different), the accused individuals, and any known witnesses;~~
F. ~~the outcome of the investigation; and~~
G. ~~the response of school personnel, and, if applicable, District-level officials, including the date any incident was reported to local law enforcement or children services.~~

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Legal

Last Modified by Andrew Hill on January 31, 2019

Book	Policy Manual
Section	Ready of Production
Title	Copy of ASSESSMENT OF DISTRICT GOALS
Code	po1110
Status	
Adopted	November 19, 2007

1110 - **ASSESSMENT OF DISTRICT GOALS**

One of the major functions of the Board of Education is to work with the administration to establish the goals by which the District can accomplish its mission and to provide the resources necessary for their accomplishment. Because of the importance the Board places on accomplishing goals, it has established the following policy for effective assessment of the District's progress toward their realization.

In conjunction with its annual evaluation of the Superintendent, the Board shall also provide the time for both the Board and the administration to assess the progress of the District, during the previous year, toward the achievement of current goals. Both the Superintendent's evaluation and the progress-assessment of goals shall take place at a time of the year most favorable to assure this policy operates as intended when the following condition is met.

There is adequate and reliable data available on results-to-date of each District goal ~~(AG 1110)~~ so assessment and evaluation can focus on how well the District is accomplishing its goals.

Last Modified by Andrew Hill on January 31, 2019

Book	Policy Manual
Section	Ready of Production
Title	Copy of JOB DESCRIPTIONS
Code	po1400
Status	
Adopted	November 19, 2007

1400 - **JOB DESCRIPTIONS**

The Board of Education recognizes that it is essential for District and employee accountability for each staff member to be fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional and classified staff positions and thereby promote organizational effectiveness and efficiency. Therefore, the Superintendent shall maintain continuously a comprehensive, coordinated set of job descriptions for professional and classified staff positions.

Job descriptions for positions of Superintendent and Treasurer, which report directly to this Board, shall be defined as policies of the Board.

All other job descriptions ~~shall be defined as guidelines of the Superintendent and~~ will be originated and maintained in accordance with the provisions specified in the bylaws of the Board (See Bylaw 0131) and each shall contain the following provision:

> "The employee shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment in the District."

In accordance with the Americans with Disabilities Act, district job descriptions will be reviewed, and, if necessary, revised to ensure that employment practices do not discriminate against any current staff member or job candidate who has a disability.

Employees will be evaluated, at least in part, against their job descriptions.

Job descriptions shall be brief, factual, and, wherever possible, generically descriptive of similar jobs.

Each job description shall include the requirement that the staff member serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. In particular, each job description shall indicate the staff member's legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

During the hiring process, the current job description for the position for which the individual is interviewing shall be reviewed with the candidate. The emphasis during the review shall be placed upon the essential functions of the position.

Upon employment by the Board, the staff member shall receive a copy of the current job description for the position for which s/he has been employed. The employee's immediate supervisor shall review this job description with the staff member as part of the employment orientation process.

From time-to-time, the Board further recognizes that the Superintendent may find it necessary to revise job descriptions.

During the revision of a job description, the Superintendent may seek input from individuals who hold that position; however, their input may or may not be reflected when the revision of said job description is completed.

Following the revision of a job description, staff members who hold the positions for which the essential functions are described in that revised job description shall be provided access to the updated version and the opportunity to discuss the revisions therein with their immediate supervisor.

Legal	R.C. 3313.602

Last Modified by Andrew Hill on January 31, 2019

Book	Policy Manual
Section	Ready of Production
Title	Copy of REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS
Code	po5610
Status	
Adopted	November 19, 2007
Last Revised	November 19, 2018

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

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

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless his/her behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605 "Suspension/Expulsion of Disabled Students.")

Students may be subject to discipline for violation of the Student Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District. (See Policy 5610.03 "Emergency Removal")

B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, principal, assistant principal, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year.

   The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

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

   In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

   The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 - Due Process Rights.

   Students are permitted to make up all work missed during a suspension for full credit.

C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 "Due Process Rights".

1. **Firearm or Knife**

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes, but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other similar device.

A knife capable of causing serious bodily injury is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

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

a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

b. The degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife capable of causing serious bodily injury and/or

c. The academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

2. **Violent Conduct**

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

a. would be a criminal offense if committed by an adult;

and

b. results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below.

The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

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

a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

or

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

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

3. **Bomb Threats**

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;

or

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

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

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

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, s/he may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct/Student Discipline Code.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out-of-state district, if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating

the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools of another Ohio district, if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing before the Board.

When a student is expelled from this District, the Superintendent shall send written notice to any college in which the expelled student is enrolled under Postsecondary Enrollment Options at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire.

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

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

Searches

In accordance with Policy 5771, school officials may search a student or a student's property when there are reasonable grounds to suspect the presence of contraband that violates the law or school rules. Dogs trained in the detection of illegal drugs and/or weapons may patrol school facilities and premises. A dog altering to an object is considered reasonable grounds for a search. Vehicles on school property are also subject to search. Student lockers are the property of the Board and are subject to search based on reasonable suspicion of the violation of the law or school rules and to random searches without regard to reasonable suspicion.

Times and Places Applicable

Unless otherwise noted in the individual section, this code shall be applicable to any conduct: on school grounds or property adjacent to school grounds; during, before and after school hours, on school grounds at any other time when the school or the school grounds are being used by a school-related group; off school grounds at a school-sponsored activity, function or event; on a school bus or conveyance; or at any other time when the student is subject to the authority of the school. The rules and standards also apply to conduct off school premises which is connected to activities or incidents that have occurred on school property. The rules and standards also apply to any misconduct, regardless of where it occurs, that is directed at a District employee or official or the property of such employee or official.

Substantive Provisions

Misconduct for which suspension/expulsion may be imposed:

A. Tobacco: students shall not possess, use, transmit, conceal or sell cigarettes or tobacco. State law prohibits students from smoking in any school building. This includes possession or the use of matches and/or lighters. No warning will be given for smoking violations. A student is considered smoking when seen with a cigarette, leaving a discarded one or any other evidence indicating smoking.

B. Dress and Appearance: Students shall not violate school rules relating to dress and appearance. Students shall attend school dressed in a manner which is clean, not hazardous to their safety or the safety of others, and which does not distract from the educational environment.

C. Truancy, Tardiness or Class Cutting: Students shall not be absent from all or any portion of the regularly scheduled classes or other mandatory activities without school authorization and parental consent. A student is considered tardy to first period if s/he is not in his/her assigned seat when the late bell rings.

D. Profane, Vulgar or Improper Language or Gestures: Students shall not speak or write profane, vulgar, derogatory, demeaning or other improper or inappropriate language, or use profane, vulgar or other improper inappropriate gestures or signs or engage or attempt to engage in profane, vulgar or other improper or inappropriate actions. Student attire containing profanity or obscenity is prohibited.

E. Insubordination (also referred to as Failure to Comply with Directives): This is defined as failing to follow the directives of school personnel or otherwise acting in defiance of school authority. Students shall comply with directives, requests and orders of teachers, student teachers, substitute teachers or other appropriate school personnel.

F. Failure to Accept Discipline or Punishment: Students shall not refuse to accept discipline or punishment from teachers, student teachers, substitute teachers, educational aides, bus drivers, principals or other appropriate school personnel.

G. Harassment, Hazing and/or Sexual Harassment: Students shall not threaten, act or participate in or attempt to threaten, act or participate in an act or acts that injures, degrades, disgraces or tends to injure, degrade or disgrace any student. This includes any unwanted sexual advances which may be verbal, visual or physical contact.

H. Violations of School Bus Conduct Requirement: Students shall not act or participate in any act or acts or attempt to act or participate in any act which poses or tends to pose a danger to the safe operation of a school bus or conveyance, including, but not limited to, failing to remain seated, throwing objects as passengers, the driver or out of the window, extending arms or objects out of the window, shouting and other disorderly conduct which could cause physical harm, emotional stress or diversion of the driver's attention.

I. Disrespect: Students shall not act so as to intimidate, insult or otherwise abuse, orally or in writing, any member of the school staff or student body.

J. Disruption of School: Students shall not by use of violence, force, noise, coercion, threat, harassment, intimidation, fear, passive resistance or any other conduct, cause, attempt or threaten to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. Students shall not urge other students to engage in such conduct for the purpose of causing, attempting or threatening to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. While this list is not intended to be all-inclusive, the following acts illustrate the kinds of misconduct prohibited by this rule:

1. occupying any school building, school grounds or part thereof;

2. blocking the entrance or exit of a school building or corridor or room therein;

3. setting fire or attempting to set fire to or damaging or attempting to damage or defacing or attempting to deface any school building or property;

4. making, by telephone call, letter or other means, a threat to damage or destroy any school property or to disrupt any school-sponsored or related activity, function or event on or off school grounds. Any bomb threat to a school building, or to any premises at which a school activity is occurring will subject the offender to a one-year (1) expulsion;

5. activating or attempting to activate an emergency alarm system in the absence of an emergency;

6. preventing or attempting to prevent by physical act or verbal utterance the convening or continuing function of any school, class or activity or any lawful meeting or assembly on or off the school property;

7. preventing or attempting to prevent students from attending a class or any school-sponsored or related activity or event;

8. except under the direct instruction of the principal or other authorized school personnel, blocking pedestrian or vehicular traffic on school property or at the site of any school-sponsored activity or event; or

9. continuously making noise or acting in a manner so as to interfere with a teacher's ability to conduct a class or an extracurricular activity.

K. Damage, Destruction, Theft or Unauthorized Removal of School Property: Students shall not cause or attempt to cause damage to school property or steal or attempt to steal school property or engage in or attempt to engage in or participate or attempt to participate in the unauthorized removal of school property.

L. Damage, Destruction, Theft, or Unauthorized Removal of Private Property: Students shall not cause or attempt to cause damage to private property of students, teachers, school personnel or other persons or steal or attempt to steal private property or engage or attempt to engage in or participate or attempt to participate in the unauthorized removal of private property.

M. Physical or Verbal Assault on or Abusive Language Toward a School Employee, Authorized Visitor or Another Student: Intentionally or recklessly causing or threatening physical or emotional harm to another student or behaving in such a manner as to present an imminent risk of such harm. Students shall not use vulgar, profane or abusive gesture toward any school employee, authorized school visitor or another student, not cause or attempt to cause physical injury, or behave in such a way as could threaten to cause physical injury to a school employee, authorized school visitor or another student.

N. Weapons, Dangerous Instruments, Fireworks and Explosives: Students shall not violate this District's policy against dangerous weapons in school Policy 5772. Students shall not use, possess, handle, transmit, sell, conceal or barter for, or bring upon school grounds, to a school activity or on to a school vehicle any object that can be classified as a weapon or

dangerous instrument. Weapons and dangerous instruments shall include any object which is used or may be used to inflict physical harm or property damage or to threaten to inflict such harm or damage. Items that have the appearance of a weapon or dangerous instrument are also prohibited.

Students shall not possess, handle, transmit, conceal, sell or barter for, or bring upon school grounds, to a school activity or on to a school vehicle any fireworks, explosives, inflammables, munitions or other objects that could cause physical harm or property damage. Students shall not ignite, explode, detonate or attempt to ignite, explode or detonate fireworks, explosions, munitions, inflammables or other objects that could cause physical harm or property damage.

Violations of this section of the Student Code of Conduct may be subject to a one-year (1) or more expulsion as detailed in policy 5772. Violations of this section will also result in notification to the registrar of motor vehicles and the county juvenile judge.

O. Narcotics, Alcoholic Beverages, Look-Alike Drugs and Stimulant or Depressant Drugs:

1. Students shall not possess, use, transmit, sell, conceal, or consume any alcoholic beverage or intoxicant or any of the drugs of abuse while on school property and/or involved in school activities. Likewise, students shall not consume or have discernible odor of any alcoholic beverages or intoxicant or drug of abuse at a time before the student's arrival at school or a school-sponsored or related event or activity. Examples of drugs of abuse include, but are not limited to, narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, glue, butane, cocaine, nonmedically prescribed anabolic steroids or other substances that could modify behavior.

   Where a student is found to have violated this paragraph by using or consuming unauthorized drugs, drugs of abuse or intoxicants, s/he may be required to submit a letter from a psychiatrist or physician stating that the student is physically and mentally able to resume his/her studies prior to his/her reentry on the school premises or participation in school-related activities.

   Use of drugs as authorized by a medical prescription from a licensed physician shall not be considered in violation of this rule provided proper documentation has been completed and filed with the school office. However, selling, transferring or otherwise providing prescription drugs to a student to whom the drugs are not prescribed is a violation of this rule.

2. Students shall not possess, use, transmit, sell, consume or conceal any drug or look-alike drugs of abuse, instruments or drug paraphernalia (i.e., hypodermic needle, syringe, water pipe, roach clip, etc.).

3. Students who are knowingly in the presence of other students who are engaging in substance abuse and who fail to report such substance abuse to school authorities may ~~will~~ also be in violation of this policy forbidding alcohol and drug use ~~and will be subject to at least a five (5) day suspension~~.

4. Violations of this section may also result in notification to the registrar of motor vehicles and the county juvenile judge.

P. Trespass:

1. Students shall not enter upon school grounds or premises of a school building to which the students are not assigned during or after school hours except with the express permission of the school principal of that building or to attend or participate in a school-sponsored event in which their regularly assigned school is involved or where students from their regularly assigned school have been invited to attend or participate.

2. Students already under suspension, expulsion or emergency removal shall not enter upon grounds or premises of the students regularly assigned or other school buildings without the express permission of the principal.

Q. Misconduct Away From School: Students who sell or transmit any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, cocaine, marijuana or other controlled substance or drug of abuse off school property or at a nonschool-sponsored or related activity, function or event, or on school property before or after school, may in accordance with the procedures set forth in R.C. 3313.66, be subject to suspension or expulsion from school if the Superintendent determines that the student's continued presence in the school is reasonably certain to disrupt or interfere with the educational process or endanger the health or safety of the students or others.

Students who engage in an assault upon a school employee or other student off school property, at a nonschool-sponsored or related activity, function or event, or on school property before or after school hours may, in accordance with the procedures set forth in R.C. 3313.66, be subject to suspension or expulsion from school if it is determined that the student's continued

presence in the school is reasonably certain to disrupt or interfere with the educational process or endanger the health or safety of the students or others.

R. Falsification or Misstatement of Facts or Other Information: Students shall not forge the writing of another or falsely use the name of another person or falsify times, dates, grades, addresses or other data on school forms or school-related correspondence. Cheating and/or plagiarism on school assignments is considered fraud. Lying is considered fraud.

S. Gambling: Students shall not engage in or promote games of chance, placing bets or risk anything of value.

T. Obtaining Property or Things of Value by Use of Coercion and Related Misconduct: Students shall not use or attempt to use an express or implied threat, violence, harassment, coercion or intimidation to obtain money or any other type of property belonging to another student, a school employee or others.

U. Public Display of Affection or Sexual Acts: Students shall not engage in kissing, embracing or any sexual acts or displays not appropriate to the educational environment.

V. Repeated Violations: Students who repeatedly engage in acts which violate this code shall be subject to more severe punishment, including suspension or expulsion, for subsequent violations. The District shall be entitled to maintain records of each student's misconduct and consider such records in arriving at the type and severity of punishment to be imposed for a violation of this code.

W. Violation of Rules: Students shall not violate the policies of the Board, school rules, classroom rules or regulations. Such policies and rules and regulations will be posted in a conspicuous place. Students are responsible for becoming familiar with those items.

X. Personal Communication Devices: Students are not permitted to use personal communication devices in a manner contrary to Wadsworth City School District Policy 5136: Personal Communication Devices. Personal communication devices include: computers, tablets (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g., Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones (e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), telephone paging devices (e.g., beepers or pagers), and/or other web-enabled devices of any type.

Y. Aiding and Abetting: Aiding and abetting any violation of this Student Code of Conduct will result in disciplinary action.

Z. Failure to Provide Evidence/Providing False Information/Lying: Students are expected to be honest concerning violations of the Code of Conduct and to help school officials establish the truth about a possible violation of the Student Code of Conduct. In establishing the facts concerning an incident, students shall be expected to cooperate with school officials. Students shall not give or assist in giving false or fictitious accounts to any school official, policy official, fire official or any other person acting in an official or lawful capacity.

AA. Violating Acceptable Use Policy: Students shall not use school-owned computers in a manner that violates the school's Acceptable Use Policy.

BB. Violation of Student Publications Policy: Students shall not violate the Student Publications Policy, Policy 5722, with respect to content of student and nonstudent publications and requirements before distributing such publications.

CC. Other Misconduct: Any misconduct which is contrary to the school's educational mission is prohibited.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

Revised 2/24/11
Revised 3/9/15
Revised 4/10/17

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Legal

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

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

18 U.S.C. Section 921

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

Last Modified by Andrew Hill on January 31, 2019

Evolve Academy
of
Medina City School District
222 South Broadway Street
Medina, Ohio 44256

P: 330-636-4213 F: 330-636-4215

CONTRACT ADDENDUM
(Agreement for Admission of Specific Tuition Student to Evolve Academy of Medina City School District)

District of Attendance

The Medina City School District Board of Education (District of Attendance) hereby enters into a contract for admission of the student(s) listed below with the Wadsworth City Schools Board of Education (District of Residence) for educational purposes for the 2018/2019 school year.

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay the Medina City Schools' Board of Education (District of Attendance) an amount equal to $3,900.00 per month per full-time student listed below.

The Medina City Schools' Board of Education (District of Attendance) acknowledges that the student(s) listed below are not to be included in their ADM certification, but will be claimed in the ADM of the District of Residence. The Medina City School District does hereby accept the student(s) listed below into Evolve Academy on the terms and conditions listed in the Evolve Academy Agreement and this Addendum to that agreement.

Name of Student	Address of Student
1. [redacted]	[redacted] Wadsworth OH 44281

DISTRICT OF SERVICE:

District of Attendance Superintendent/Designee Signature Date

District of Attendance Treasurer/Designee Signature Date

DISTRICT OF RESIDENCE:

District of Residence Superintendent/Designee Signature Date

District of Residence Treasurer/Designee Signature Date

De Ja Vu Entertainment Event Contract

37340 Royalton Rd.
Grafton, Ohio 44044
440 748-3571 or 440 759-7191

dejavuisk@yahoo.com or @ www.dejavuent.com

Kind of Event:
Party Colors: _____ Info for photo Strip? _____
Please send a song list of songs you would like to have played..

Please check one: ***D\J & Karaoke_ XX _____Hula Hoops _____***
Lights XX___Photo Booth _____

Date of event: March 1, 2019
Time of event: 8 :00 PM – 10:30 PM
Customer Name: K.Davis - Wadsworth High School
Email: kdavis@wadsworthschools.org
Location for Event: Wadsworth High school gym
Address: 625 Broad St. Wadsworth, Ohio 44281
Directions:
Booked By: K.Davis referred by Mary Burton
Phone number: 330 335-1400
Event Fee : $ $400 .00
Additional hours @ $100.00 per hour

De Ja Vu Entertainment agrees that we will provide D\J,and dance light services on the date stated for the time allotted, for the said amount of $400.00. The $400.00 shal be paid to the dj at the beginning of the dance in a check made out to DeJaVu Entertainment.Payee shall provide electricity, and sufficent cover for dj & photo booth equipment. DeJaVu Entertainment is only responsible for the equipment that we bring
Thank you for your business.
Fran Beatty _____Date: 01-15-2019

Customer Signature _____Date:_____

Please send any song requests by email to dejavuisk@yahoo.com. Thank you

COLLEGE CREDIT PLUS

Memorandum of Understanding
By and between

The University of Akron
And
Wadsworth City School District
2019 – 2020 School Year

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1. STATEMENT OF WORK

The University of Akron, hereinafter called The University, will collaborate with Wadsworth City School District, hereinafter called The District, to provide instructional services to qualifying students for University Credit.

2. THE PROGRAM

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

3. PARTICULARS

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

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

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

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

A4. UA Faculty to High School Site - A member of the University faculty (as determined by The University) may teach a course at the high school site for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A5. High School Student to UA Campus (Any Site) – Qualified students may take a course on the campus of The University through College Credit Plus. The class will simultaneously carry University and high school credit.

B. All required textbooks and other learning materials, including access codes, will be the responsibility of the school district.

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

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

Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of The District in consultation with The University. College Credit Plus students will have access to student resources at The University.

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

4. CURRICULUM

A. Course Schedule: Courses offered at The District will be determined by The District AND The University, and will fall within the State of Ohio guidelines. Initial discussions regarding the course schedule for the upcoming school year will take place at meetings with the appropriate personnel from The University and The District. Changes to the course schedule will be made only upon agreement of both parties.

B. Class Composition: All students in a class offered through College Credit Plus at The District must qualify for and be enrolled through College Credit Plus.

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

5. TERM

The services described in this Agreement will be provided for the 2019 - 2020 academic year.

6. CANCELLATION

This MOU may be terminated only as follows:

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

7. COST SHARING

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

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

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

Format 2: The District will be assessed for students taking College Credit Plus courses at the high school, through Particulars A2 or A3, based on the following formula:

$83.00 per credit hour x number of credit hours x number of students = assessed amount

Format 3: The District will be assessed for students taking College Credit Plus courses on the campus (any site) of The University, through Particular A4, based on the following formula:

$123.00 per credit hour x number of credit hours x number of students = assessed amount

Format 4: The District will be assessed for students taking College Credit Plus courses on the campus (any site) of The University, through Particular A5, based on the following formula:

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

8. ENTIRETY OF AGREEMENT

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

9. NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion or disability.

10. PUBLICITY

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

11. GOVERNING LAW

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

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

THE UNIVERSITY OF AKRON

BY:

_____

Dr. Rex Ramsier
Executive VP & CAO

_____

Date

DISTRICT

BY:

_____

Andrew Hill, Superintendent
Wadsworth City School District

_____

Date

Reviewed and approved for
legal form and sufficiency:

_____

Scott M. Campbell
Assistant General Counsel

_____

Date

Exhibit A

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

Preferred College Credit Plus Eligibility Requirements for 7th through 12th grade participants:

- UA Admissions Rule 3359-60-02…"Students whose admissions index score predicts a first-year college grade-point average of 2.5 or greater will be considered college ready. Those whose admissions index score predicts a first-year college grade-point average of less than 2.5 but greater than 2.0 will be considered emergent. Those whose admissions index score predicts a first-year college grade-point average of less than 2.0 will be considered preparatory. Students with an admissions index score that is slightly below the cut-off for college-ready status and documented extenuating circumstances may, at the discretion of the admissions office, be granted college-ready status. Students with an admissions index score that is slightly below the cut-off for emergent status and documented extenuating circumstances may, at the discretion of the admissions office, be granted emergent status."

    - All applicants must meet the College Readiness standards as outlined by the Ohio Department of Higher Education

    - **Preferred** 3.00 cumulative grade point average with 21 ACT composite (18 English) or 990 SAT total (math and critical reading combined score).

    - All students must submit an ACT/SAT for placement purposes.

    - All eligibility will be evaluated on a case by case basis

BMD
BROADWAY MEDIA DISTRIBUTION, Inc.

Wadsworth High School Drama Department
Pamela Csaky
625 Broad Street
Wadsworth, Ohio 44281

Sent via email to:
pcsaky@wadsworthschools.org

Broadway Media Distribution (BMD)
7575 N. Del Mar Ave., Ste. 107
Fresno, CA 93711
(559) 475-9455 Fax: (559) 330-2055
info@bwymedia.com

Order Number
5987

Quote Date
8/31/2018

Little Mermaid Regular

No Obligation Quote of Products & Services

PRODUCT NAME	DESCRIPTION	QUANTITY	COST	TOTAL
Content Package				
MTI Animated Scenic Projections	Projections for each scene & setting	1	$995.00	$995.00
License Start:	2/23/2019			
License Expiration:	3/24/2019			
Playback Software				
ProPresenter Software	Mac/PC Software. Pre-built show, ready-to-cue file *(included at no extra charge)*	1	$0.00	$0.00
Projection Hardware				
No hardware selected	Rental and purchase options available upon request	1		
Customer Service & Support				
24/7 Customer Support	Emergency Support: 1 (844) 399-6204			
			Sub-Total	$995.00
			Shipping	
			TOTAL	**$995.00**

Thank You For Your Business!
Need a W9? Go to: https://bit.ly/2ong3uA

Please detach and include with your payment and completed Order Form.

Ordering Content Packages:
This is an authorized resource for your MTI musical production. If you would like to proceed with your order: please order online at http://account.mtishows.com/login.asp or by calling your Music Theatre International representative at +1 (212) 541-4684

Ordering Projectors:
Please complete and return a Projector Order Form (https://bit.ly/2NzkTzT) or call 1-800-277-0343 Monday-Friday 6AM - 6PM PST.

End User Content Rental License Agreement: http://broadwaymediadistribution.com/eucrla/

Amount Enclosed
$

Broadway Media Distribution, Inc.
7575 N. Del Mar Ave., Ste. 107
Fresno, CA 93711

Order # 5987
Customer: Wadsworth High School Drama D
Date: 8/31/2018

BMD PROJECTOR RENTAL AGREEMENT

~~Last updated: 05/17/18~~ ~~12/5/18~~ 1/6/19

The following Projector Rental Agreement (this "**Agreement**") is a binding agreement between you ("**Recipient**", "**Renter**" or "**You**") and Broadway Media Distribution, Inc. ("**BMD**") regarding your access and and use of projectors, hardware, software and/or accessories ("**Products**") and Renter assumes the responsibility to read and understand these terms and conditions and must accept this Agreement and make manifest such acceptance. Certain capitalized terms here under, in addition to the general meaning given to them here under, shall be specifically defined in your Order Form as supplied by the Recipient to BMD.

(A) BASIC ORDER FORM TERMS

1. The "Organization" shall be the Recipient.
2. "Contact Person" shall be an authorized representative of the Organization.
3. The "Start Date" shall be the "First Date" of the "Rental Period". The "Last Date" shall be calculated by the "Total Rental Weeks", resulting in a Monday following the First Date.
4. The "Projector Option", "Projector Mount Purchase" are both "Products" as included in this Agreement.

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT.

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

(B) TERMS AND CONDITIONS

1. ADVANCE RESERVATION: Recipient shall place their Rental Order at least 4 weeks prior to the First Date. A non-refundable $500 deposit is required on all rental units to ensure availability for all customers. Any orders placed less than 4 weeks are subject to an additional fee, increased shipping charges and risk of inventory availability changes.

2. RENTED ITEMS: All Products listed in this Agreement and/or on the Order Form, listed as "Rental Options' are the Rented Items and if selected by the Recipient, the Rented Items require full payment of all associated Rental Fees and costs associated, and the return of Rented Items as required upon completion of the Rental Term. Further, The Renter agrees to keep and maintain the Rented Items during the terms of the rental at their own cost and expense, and shall keep the Rented Items in a good state of repair.

3. RENTAL PERIOD: Rentals are weekly, Monday to Monday. Your Rental Period begins on the first Monday (the "First Date") and must be delivered to the nearest FedEx by End of Day

Monday at the end of your rental dates (the "Return Due Date"). The Products must be returned in their original shipment container, parcel or box(es) to avoid any late fees. If the Products arrive more than 24-hours after the expected date of delivery, the total amount due shall be adjusted pro-rata accordingly.

4. RENTAL GUARANTEE: All rentals are subject to credit approval and must be secured with a valid credit card.

5. LATE RETURNS: If the Rented Products are not shipped by the Return Due Date, late charges are billed to the Renter on a weekly basis for the regular weekly rental cost plus a 10% interest fee for the full period of time until the safe and complete return of the Products.

6. PAYMENT: BMD accepts payment by check or credit/debit. Purchase Fees are due before shipment. All rentals require a credit or debit card on file for any incidental or late charges. If the rental or purchase pricing changes prior to the date of shipment due to market retail pricing or industry inventory availability, which are beyond the control of BMD, Recipient shall be alerted in advance of shipment and shall be granted the right to cancel their order without cancellation fees.

7. ACCEPTANCE: The Recipient acknowledges that they will fully inspect the Products within forty-eight (48) hours of delivery and accept the Products in good condition and is functioning properly. If the rented Products are not available due to conditions outside the commercial control of BMD, an alternative "second-best" Product from the listed inventory options shall be delivered and the total amount due shall be adjusted accordingly.

8. RETURNED CHECKS: The Renter will be billed $100.00 for all NSF checks in addition to processing fees applicable.

9. RETURNS and EXCHANGES: No returns exchanges or reimbursements permitted under any circumstance.

10. SHIPPING AND PROCESSING: All rental orders require a $300.00 round-trip shipping charge. If the order is submitted less than 4-weeks from the First Date, additional shipping and processing charges shall be due and BMD will alert Recipient of those charges by the date of shipment, which may be up-to 24-hours prior to the First Date.

$300.00 AL 1/8/19

11. ADDITIONAL FEES: Re-delivery due to Renter not being present for delivery or pickup is subject to additional delivery charges of ~~total shipment charges, restocking fee of 10% of the total purchase price and all additional shipment charges for redelivery per the shipping service~~. The cost(s) associated with the return of Product(s) is the sole responsibility of the Renter. Rented Product(s), Accessories or Cables returned dirty (muddy, etc.), unwrapped, snarled or with tape residue will be subject to a cleaning fee, ~~minimum~~ $25.00 per item. Cleaning fees will be billed to the Renter and paid with the Credit Card supplied in this Agreement.

AV 12/5/18

AV 12/6/18

not to exceed the total value of this Agreement.

12. REPLACEMENT: The Renter shall pay full compensation for replacement and/or repair of any Rented Products which is not returned because it is lost or stolen or any products which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The invoice for replacement or repair is conclusive as to the amount Renter shall pay for repair or replacement. Rented Products must be returned in the same condition it was obtained in. Recipient's ~~shall~~ sole ~~indemnify and~~ remedy ~~hold~~ harmless BMD ~~from and against~~ for all any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses which arise out of, relate to or result from any act or omission related to the Products as included in the Agreement; ~~shall not exceed the total amount paid to BMD in accordance with Paragraph 11 hereunder.~~ 12/5/18 12/5/18

13. CANCELLATION: No returns, exchanges or reimbursements. Orders cancelled one business day after the Agreement is executed shall be subject to a cancellation charge of $250.00. Cancellation one business day after Agreement execution, is subject up to 100% charge and no refunds shall be given under any circumstances. Cancellations due to acts of God (illness, death, weather, etc) will be charged only actual costs incurred if the purchase or rental is rescheduled within six (6) months.

14. WARRANTY: Though BMD uses its best commercial efforts to ensure that the Products are delivered as advertised, they cannot gaurantee the performance of the Products beyond reasonable expectation. Notably, the image output size and brightness may differ unsubstantially from the advertised marketing information, and therefore the Recipient is recommended to use an independent source to verify information provided herein. BMD makes no warranty of any kind regarding the Rented Products, except that BMD shall replace the Product(s) with identical or similar Product if it fails to operate in accordance with the manufacturer's specifications and operation instructions. Further, Renter acknowledges and agrees that ~~BMD~~ makes no warranty, express or implied, regarding the equipment, including without limitation any warranty or merchantability or fitness for any purpose. BMD's obligation to Renter shall be limited to the repair or replacement of Products which is defective when delivered to Renter, and Renter agrees that this shall be its sole and exclusive remedy against BMD. Any personal injury incurred during the use or while in possession of our equipment is not the responsibility of BMD. BMD ~~is not responsible for malfunctioning or non-functional Product(s), and~~ will do everything within its commercially reasonable power to provide a replacement item, but not all cases are possible, and if the Products are non-functional, Recipient must call or email BMD and speak with a technician or leave a voicemail or email message at the time of use describing the issues to qualify for any consideration of refund or partial refund. 12/5/18

15. ~~INDEMNIFICATION~~INSPECTION: Upon acceptance by Renter of the Products, Renter agrees to inspect the Products per paragraph 7. All defects or malfunctions must be reported to BMD within that time frame as listed herein above. ~~Recipient shall indemnify BMD and its agents and associates against, and hold BMD harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected~~ 12/5/18 12/5/18

16. RENTAL USE: It is the ~~Reipient s~~Recipient's responsibility to learn how to use, transport, set up, strike the Product(s) at their Performance Venue/Facility. BMD makes available the appropriate stands, mounts or hanging devices for an additional fee. The responsibilities within the Agreement and/or the Product(s) may not be assigned, transferred, pledged, ~~hypothetcatedhypothecated~~, sublet or lent to anyone without prior written consent of BMD. 12/5/18 12/5/18

17. ALTERATIONS: Renter shall not make any alterations, additions or improvements to the Rented Products without written consent.

18. PROOF OF INSURANCE: Recipient shall have liability insurance no less than $1,000,000 to ensure the full retail value compensation to BMD for any damages or loss of the Products and include the appropriate coverage amount sufficient to cover all liability claims for injuries to others that the Products may cause and shall include the proper insurance to cover any loss incurred as a result to the Rented Products and/or this agreement with BMD. ~~The Renter agrees to hold harmless BMD against any claims related, and~~ BMD reserves the right to obtain a copy of the insurance certificate with BMD included as a "also-insured" party. 12/5/18

19. DEFAULT: Upon Renter's default or breach of any provision hereof, or upon the happening of any event expressed in the following paragraph; hereof, BMD shall have, in addition to all legal remedies available to him, the right to take possession of any or all items of Product(s), ~~without demand or notice~~, wherever the same may be located, without any court order or other process of law~~, and Renter hereby waives any and all damages occasioned by said taking~~. Further, neither this Agreement nor the Rented Items are assignable or transferable by operation of law, if any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Renter, or if the Renter is adjudged insolvent, or makes any assignment for the benefit of his creditors, of if a writ of attachment or execution is levied on any item or items of the Product(s) and is not released or satisfied within ten (10) days thereafter or if a receiver is appointed in any proceeding or action to which the Renter is a party with authority to take possession or control of any items of the Product(s), BMD shall have and may exercise any one or more of the remedies set forth hereof. This Agreement shall, at the option of the BMD, without notice, immediately terminate and shall not be treated as an asset of Renter after the exercise of said option. 12/5/18

provided that BMD provide 24 hour notice to Renter. 1/8/19

20. RETURN OF PRODUCTS: Renter agrees to return all Products in the same condition as received, reasonable wear and tear excepted. If the Products are not returned in good condition, prorated rental fees continue on a daily basis as determined within this Agreement. BMD or its agents acceptance of the return of the Products is not a waiver by BMD of any claims that it may have against Recipient, including claims for latent damage to the Products. If repairs or replacements are required, Renter agrees to pay all labor, material and shipping charges. If any Product(s) are damaged beyond reasonable repair, the Recipient shall pay BMD the Full Replacement Value, ~~as those amounts are set by BMD at a later date.~~ 12/5/18

21. OPERATORS: Unless otherwise mutually agreed in writing, Recipient shall supply and pay all operators of the Products during the Rental Period. All operators shall be competent, hold all licenses and/or permits required by law and be employees of Renter during the Rental Period. Renter shall pay all salary or wages and all other applicable costs and shall provide and pay for all worker's compensation insurance and pay all payroll taxes required by law and applying to such operators and employees.

22. NO DAMAGES, ASSUMPTION OF RISK: Renter acknowledges there is a risk of losses, injuries or damages arising from or related to the use or transportation of the Products and assumes all risk of such losses, injuries or damages. Renter for itself and its customers ~~releases~~ assumes ~~BMD and its agents from~~ any and all responsibility or liability for such losses, injuries or damages which Licensee or its customers may experience arising from or related to the failure, use, maintenance, storage or transport of the Products, not to exceed the total value of this Agreement.

12/5/18

1/8/19

23. LOCATION: Renter shall not remove the Products from the Shipping Location or Performance Venue as listed on the Order Form without the prior written consent of BMD.

24. ASSIGNMENT: The responsibilities Rental Agreement and/or the Product(s) may not be assigned, transferred, pledged, hypothecated, sublet or lent by Renter to anyone without prior written consent of BMD.

25. APPLICABLE LAW: This Agreement is governed by the laws of the State of ~~New York~~Ohio.

12/5/18

(C) ACCEPTANCE

1. COUNTERPARTS: This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

2. CONCLUSION: Recipient assumes the responsibility to read and understand the complete Terms and Conditions of the Agreement and must accept the Agreement and make manifest such acceptance, and agrees that; payment to BMD, acceptance of Delivery or signature below; shall constitute implicit acceptance and execution; and therefore allowing the full enforcement of all terms and conditions contained herein. (a) An executed original of the Agreement shall be returned to BMD. (i) BMD shall be under no obligation to take any action pursuant to the Agreement unless accepted by BMD. (b) The Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, however, (i) nothing herein shall be construed as consent by BMD for the responsibilities of the Agreement or the License to be assigned, transferred, pledged, hypothecated, sublet or lent by Recipient to anyone without prior written consent of BMD, including; (ii) Recipient shall not pledge or encumber the Products in any way. (c) Except for government agency or institution, including public schools, the Recipient signatory named hereunder, both as individuals, jointly and severally, and as a business or trade name, shall each personally guarantee the faithful performance of the Agreement irrespective of the Recipient name first written above. (d) The Agreement shall be governed by the laws of the State of ~~New York~~ OHIO. (e) Recipient's default or breach of any provision hereof, or upon the happening of any event expressed herein; (i) BMD shall have, in addition to all legal remedies available, the right to take possession of any or all

1/8/19

1/11/19
Provided that BMD provide 24 hour notice to renter. BB

items without demand or notice, without any court order or other process of law and; (ii) Recipient hereby waives any and all damages occasioned by said taking. The Agreement represents the entire agreement between the parties relating to the subject matter hereof, and may not be amended or modified, except by a written agreement signed by all parties hereto. The Recipient, intending to be legally bound, have caused its proper and duly authorized officer to execute and deliver the Agreement and this Acceptance as of the day and year written on the Order Form

(D) Conclusion.

The foregoing is hereby accepted upon mutual execution, in accordance with terms and conditions of this Agreement.

Dated this 6th day of December, 2018.

The Recipient:	BMD:
Wadsworth City School District	Broadway Media Distribution, Inc.
Andrew J. Hill, Ed.D.	Quentin E. Sanford
Superintendent	President
Wadsworth City School District	Broadway Media Distribution, Inc.
524 Broad St. Wadsworth, OH 44281	7575 N. Del Mar Ave., Ste 107 Fresno, CA 93711

Projector Order Form

Order Date _____
Order I.D. 5987

CUSTOMER INFORMATION

Organization ("Recipient"): Wadsworth City Schools
Contact Person: Ben Csaky Email Address: bcsaky@wadsworth.schools.org Phone: 330-335-1400
Shipping Address 625 Broad Street
City Wadsworth State OH Zip 44281 Type: ☒ Commercial ☐ Residential

RENTAL SHIPPING

Start Date: 3-18-19 ("First Date")
Total Rental Weeks (Monday to Monday): _____
$300 shipping. Delivery to nearest FedEx location.

PURCHASE SHIPPING

Ground (2 Weeks from Payment): FREE
Expedited (1 Week from Payment): $150 ☐

ORDER ITEMS:

	Quantity		Price	Subtotal
Projector Option #: 2	1	x	$ 1995.00	$ 1995.00
Projector Mount Purchase	1	x	$ 199.00	$ 199.00
			Hardware Sub-Total	$ 2194.00
			+ Shipping Charges	$ 300.00
				$ 2494.00 TOTAL

PAYMENT INFORMATION

Form of Payment: ☒ Purchase Order ☐ Check ☐ Credit/Debit Card

Make payments to Broadway Media Distribution, Inc. Full Advance Payment required for all Purchases. Non-refundable $500.00 Advance Credit/Debit Card or Check Payment required prior to rental reservation gaurantee. Remaining Rental Fee balance due within 14-days of delivery. Credit/Debit Card must be included below for incidental charges on all rental orders. The credit/debit cardholder payee (i) authorizes Broadway Media Distribution, Inc., to charge the card indicated in this form for the amount due in exchange for the goods/services described herein, and any such subsequent late charges for rentals if applicable.

Cardholder _____ Card Type: ☐ Visa ☐ MasterCard ☐ Amex ☐ Discover
Card Number _____ CVC _____ Expiration ___ / ___
Address _____ City _____ State _____ Zip _____

PLEASE REVIEW THE APPLICAPLE RENTAL OR PURCHASE AGREEMENT

Rental Agreement: broadwaymediadistribution.com/rental Purchase Agreement: broadwaymediadistribution.com/purchase

AGREEMENT ACCEPTANCE

Recipient assumes the responsibility to read and understand the complete Terms and Conditions of the Agreement and must accept the Agreement and make manifest such acceptance, and agrees that; payment to BMD, acceptance of Delivery or signature below; shall constitute implicit acceptance and execution; and therefore allowing the full enforcement of all terms and conditions contained herein. (a) An executed original of the Agreement shall be returned to BMD. (i) BMD shall be under no obligation to take any action pursuant to the Agreement unless accepted by BMD. (b) The Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, however, (i) nothing herein shall be construed as consent by BMD for the responsibilities of the Agreement or the License to be assigned, transferred, pledged, hypothecated, sublet or lent by Recipient to anyone without prior written consent of BMD, including; (ii) Recipient shall not pledge or encumber the Products in any way. (c) Except for government agency or institution, including public schools, the Recipient signatory named hereunder, both as individuals, jointly and severally, and as a business or trade name, shall each personally guarantee the faithful performance of the Agreement irrespective of the Recipient name first written above. (d) The Agreement shall be governed by the laws of the State of New York. (e) Recipient's default or breach of any provision hereof, or upon the happening of any event expressed herein; (i) BMD shall have, in addition to all legal remedies available, the right to take possession of any or all items without demand or notice, without any court order or other process of law and; (ii) Recipient hereby waives any and all damages occasioned by said taking. The Agreement represents the entire agreement between the parties relating to the subject matter hereof, and may not be amended or modified, except by a written agreement signed by all parties hereto.

The Recipient, intending to be legally bound, have caused its proper and duly authorized officer to execute and deliver the Agreeent and this Acceptance as of the day and year written below.

NAME: _____ SIGNATURE: _____ DATE: _____

BMD END USER CONTENT RENTAL LICENSE AGREEMENT

THIS CONTRACT CONSTITUTES A BINDING AGREEMENT PURSUANT TO WHICH BROADWAY MEDIA DISTRIBUTION, INC ("BMD") SHALL RENT TO THE RECIPIENT (i) SCENIC PROJECTIONS, DIGITAL DROPS, PROJECTIONS PASS AND/OR CUSTOM PROJECTION DESIGN ("PROJECTIONS") AND IF APPLICABLE, (ii) CERTAIN HARDWARE(S) OR SOFTWARE(S) USED TO CONTROL THE PROJECTIONS ("PLAYBACK"), SOLELY FOR USE IN CONNECTION WITH A LAWFULLY PRODUCED LIVE PERFORMANCE.

THE CUSTOMER, RENTEE, LICENSEE, PERSON(S) AND/OR ORGANIZATION(S) ("RECIPIENT") ASSUMES THE RESPONSIBILITY TO READ AND UNDERSTAND THESE PUBLICLY AVAILABLE TERMS AND CONDITIONS OF THE END USER CONTENT RENTAL LICENSE AGREEMENT, AND MUST ACCEPT THIS AGREEMENT AND MAKE MANIFEST SUCH ACCEPTANCE, AND AGREED THAT; (i) PAYMENT TO BMD, (ii) ACCEPTANCE OF DELIVERY or (iii) SIGNATURE BELOW; SHALL CONSTITUTE EXPLICIT AGREEMENT ACCEPTANCE.

Recipient assumes the responsibility to read and understand the complete terms and conditions of this Agreement and must accept this Agreement and make manifest such acceptance, and agrees that; payment to BMD, acceptance of Delivery or signature below;

DEFINITIONS

"**Recipient**" shall mean the Customer, Rentee, Licensee, Person(s) and/or Organization(s) who execute this Agreement and/or use the Projections.

"**Projections**" shall mean the materials defined hereunder, which include Scenic Projections, Digital Drops, Projections Pass and/or Custom Projection Design.

"**Rental Term**" shall mean the period of time, determined in weekly increments, that this License shall apply for the use of the Projections. The initial Rental Term for Scenic Projections shall be 4-weeks, available for weekly extensions thereafter through BMD or its authorized resellers. The initial Rental Term period for all other Projections shall be limited to the following; (i) Digital Drops non-exclusive license is granted for perpetual use by the Recipient, whereas the Projections cannot be sold, transferred, given or encumbered in any way or method without the expressed consent of BMD, and; (ii) Projection Pass non-exclusive license shall be 4-weeks, unless additional weeks have been licensed in advance through BMD or its authorized resellers, and; (iii) the Playback Rental Term shall be determined by BMD at the time of the License or Rental, in most cases, through the BMD internet e-commerce website.

"**Playback Fee**" shall mean the usage fee for hardware or software as defined below for a period of time as determined in conjunction with the Rental Term. Additional usage is subject to fees as determined by BMD, partially included hereunder.

"**Content Rental Fee**" shall mean the License fee for the Projections for the time included in the Rental Term. Changes in price, discounts or promotional prices publicly available after the first date of the Rental Term, advertised by BMD or its authorized Resellers, shall be deemed separate to the Content Rental Fee.

"**Reseller**" shall mean authorized third-party companies who provide BMD products and/or services to their customers, who may become a Recipient through authorized transactions external to BMDs direct communication.

TERMS AND CONDITIONS

1. License. Subject to the terms and conditions set forth hereunder, (a) the Licensor of the Projections, Broadway Media Distribution, Inc. ("BMD"), will convey the necessary rights and privileges and grant a non-exclusive license ("License") to the Recipient, which may not be assigned, and provided in exchange for; (i) acceptance of this Agreement and (ii) the full payment of any money due and owing; which includes, the Content Rental Fee, which is paid to BMD directly, via internet e-commerce or through an authorized reseller and, if applicable; the Playback Fee; which shall collectively constitute the "Rental Fees". (b) Projections shall include; (i) all of the contents of the file(s), video(s), image(s), film(s) and other digital media; or (ii) other media provided, which may include related written materials or documentation files. (c) This Agreement identifies the totality of the rights and License granted, and all other rights are reserved to BMD. License granted to Recipient are for the Projections and shall be (i) non-exclusive, (ii) limited to the use and display during the Performance Dates, (iii) as a scenic design component in conjunction with the Play, and; (iv) used in its original form only, unless modified by BMD. (d) The Term of: (i) this Agreement shall begin on the date of execution, and; (ii) the License shall commence on a date that is not yet certain between the first date of the Rental Period and three (3) business days later, and expiring on the last day of the Rental Period (the "Rental Term"). (f) Any Rental Fees due shall be paid in advance of the first date of the Rental Term. (e) Per the discretion of Licensor, Recipient may be granted additional rights, which shall be subject to all terms and conditions herein, and billed accordingly, and such rights may include; (i) changes, modifications, addition of features or new functionality, and/or; (ii) extension of License dates or Rental Term. (g) Recipient agrees and acknowledges that (i) any violation of any copyright provision(s) or the foregoing may result in the immediate termination of this Agreement and License connected therewith, and, (ii) BMD shall not be liable to Recipient or any third party for any direct or indirect costs arising from such termination(s).

2. Delivery. This License includes the rental of Projections, which shall be delivered to Recipient at the e-mail address provided to BMD via internet e-commerce purchase, from an authorized reseller or another method deemed appropriate by BMD, and, if applicable, deliver the Playback via internet transfer or parcel delivery service (collectively "Delivery"). (a) As written above, Recipient shall select (i) rental of BMD-supplied Playback hardware or software to control the Projections, or; (ii) elect to use the Projections with customer-supplied hardware or software of Recipient's sole expense, limited to the supported Playback options regularly offered during the Rental Term. (b) If Playback rental is selected, Recipient shall complete the "Playback Order Form" as supplied by BMD via email or another method as provided by BMD, upon completion of this Agreement, and return fully completed no less than three (3) weeks prior to the start of the Rental Term to avoid $150.00 late order fee and/or up-to Agreement cancelation. (c) BMD shall assist with the delivery of the Projections within reason, and; (i) Recipient may install the Projections on no more than two (2) computers or Playback

hardware(s) and/or software(s) during the Rental Term, and; (ii) installation in excess of License is prohibited, including exclusion of additional copies for backup or archival purposes. (d) For the avoidance of doubt, this Agreement does not include any equipment required for viewing the Projections, including (i) projectors, computers, tablets, televisions or (ii) other audiovisual equipment (the "Equipment"). Recipient may obtain Equipment from BMD or an alternative third-party at Recipient's sole expense. (e) Recipient is responsible for any timeline and cue creation of the Projections or Playback as applicable.

3. Access. Projections and Playback may require activation controlled by the Access Key or another authorization method as determined by BMD, and if such procedure(s) is not followed, then the items will cease to function until activation has been completed. (a) Upon expiration of the Rental Term, (i) access, usage and License to Projections will become null and void, and (ii) functionality of the Projections, and if applicable, the Playback, may be automatically revoked without notice. (b) If the last day the desired usage occurs after the Rental Term, Recipient is required to make advance reservation as to avoid unplanned interruptions, and alert BMD of the request for additional time, of which additional fees must be prepaid prior to the granting of any License extension. (c) Projections contain technological measures designed to prevent unlicensed and illegal use; and (i) enforcement technology limits Recipient's ability to install and uninstall the Projections no more than a finite number of times.

4. Hardware. Any hardware provided by as part of the Playback (the "Hardware") requires timely return to BMD or its sub-agent(s) (the "Hardware Owners") by the last day of the Rental Term. (a) Recipient agrees to keep and maintain the Hardware until its return to Hardware Owners (i) at their own cost and expense, and; (ii) in a good state of repair, and shall; (iii) fully inspect the Hardware within forty-eight (48) hours of delivery and accept the Hardware in good condition and function. (b) Recipient shall inform BMD upon demand of the exact location of any Hardware, and Hardware Owners and BMD reserve the right to inspect or observe its use at any time. (c) For the avoidance of doubt, Hardware will be shipped on the first day of the Rental Term. (d) If Recipient fails to return the Hardware by the last day of the Rental Term, (i) continued usage is deemed periodic rental subject to the terms of this Agreement, and billed the weekly rental rate, as listed on the BMD website during the Rental Period, in addition to any applicable Content Rental Fee extensions as determined by BMD at that time, and; (ii) Pro-rata calculations for possession, and other time-delimited calculations of this Agreement are made using a 30-day month and 7-day week. (e) Hardware must be returned in the same condition as obtained. Recipient will incur all costs associated with hardware, (i) not returned within twelve (12) weeks of the first date of the Rental Term; (ii) lost or stolen; or (iii) damaged and in need of repair to return to the same condition at the date of shipment, with normal wear and tear excepted. (f) Recipient shall alert BMD of malfunctioning or non-functional Hardware and BMD will use commercially reasonable efforts to provide an adequate replacement if possible, considering that; (i) If Hardware is non-functional upon Delivery, Recipient MUST call BMD at that time to qualify for any consideration of partial refund or replacement, and (ii) Recipient ~~indemnifies BMD and Hardware Owners~~ assumes all risk for any personal injury or loss incurred during the use or while in possession of Playback Hardware and/or Projections. (g) The outbound shipping and processing of the Hardware is included in Playback Fee, and; (i) shall be shipped via ground parcel delivery only, which in most cases is delivered to the Recipient within ten (10) days from the first date of the Rental Term, therefore; (ii) BMD suggests requesting the Hardware a minimum of two (2) weeks prior to technical rehearsals of the Play; in addition; (iii) outbound shipment shall be made via UPS

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not to exceed the total value of this Agreement.

1/8/19

USPS or select international shipping couriers, and if courier does not provide service to the delivery address as provided in the Playback Order Form, the Hardware will not be delivered, and the Playback Fee will be refunded less processing costs as determined by BMD, however (iv) redelivery due to Recipient not present during delivery is subject to (i) additional delivery charges not to exceed the actual shipping costs incurred; (ii) restocking fee of ten (10) percent of Playback Fees and, (iii) any additional actual shipping costs incurred ~~charges~~ for redelivery (h) Return shipment of the Hardware shall be (i) the sole responsibility of the Recipient, and; (ii) insured for the total Playback Fee. (i) If Recipient is permitted early possession of Hardware prior to the Rental Term, such possession shall be subject to all provisions of this Agreement, but the return of Hardware, if later than the Rental Term, shall not change. (j) Recipient acknowledges its sole and exclusive remedy for Hardware failure shall be restricted to the repair or replacement of Hardware delivered defective, if any. (k) Hardware or related accessories or cables returned dirty, unwrapped, snarled or with tape residue will be subject to a cleaning fee, minimum $25.00 per item.

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5. Cancelation. Upon Delivery, no returns, exchanges or reimbursements shall be provided to the Recipient. (a) Cancelation in advance of Delivery, (i) must be made with BMD directly, (ii) two (2) business days after execution of this Agreement is subject to a cancellation charge of ten (10%) percent of the total Rental Fees, and five (5) business days after execution is subject to a cancellation charge of twenty-five (25%) percent of the total Rental Fees, and (iii) thereafter any Playback Fee is subject to one-hundred (100%) percent charge and no refunds shall be given under any circumstances. (b) Cancellations after five (5) business days after execution of this Agreement due to acts of God (illness, death or weather), shall be rescheduled within six (6) months of the Rental Term and (i) Recipient shall be charged only the Playback Fee, or (ii) if not rescheduled, a service charge of fifty (50) percent of the Rental Fees will be incurred. (c) For the avoidance of doubt, changes in Performance Dates which require adjustment to Rental Term shall be classified as cancelations. (d) Any Hardware not accepted at delivery attempt will be charged in full unless the Recipient provides seven (7) business days notice to BMD of change to delivery address.

6. Additional Requirements. The Recipient understands its requirement and its sole responsibility to cue, play, output and time the Projections, and if applicable, use, return transport and set up Playback. (a) If applicable, Playback rentals require specific technological requirements as listed on the BMD website. (b) BMD shall provide support of the Projections and Playback within reason, and will make minor adjustments to the Projections per the sole judgment of BMD. (c) Any printed program for the Play must include the ownership billing. (i) Scenic Projections provided through special arrangement with Broadway Media Distribution (BMD); and; (ii) all personnel handling the cueing, timing, application or other design, hardware or software service in conjunction with the Projections, shall be labeled as a(n) "AV Technician" or "Projection Technician", and not to be construed as the originator of the Projections in any way. (d) Recipient (i) may deliver photos showing the Projections in use, and/or any news or publicity-related material(s), and; (ii) upon BMD's receipt thereof, Recipient grants universal usage rights for internal and public display of all submitted materials, and; (iii) Recipient should not submit any materials for which it has not obtained releases from all persons whose performance or creative work is depicted therein.

7. Modifications. Alterations, additions or improvements to the Projections content or Playback hardware(s) or software(s) is restricted without advance written consent of the BMD

(a) Recipient may not (i) modify, adapt, translate, sublicense, rent, lease, or loan all or any portion of the Projections, or; (ii) create any derivative works from all or any portion of the Projections, or; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source material of the Projections, or; (iv) remove or obscure BMD copyright or trademark notices, or the copyright and trademark notices of third parties that BMD has included, or; (v) use the Projections in any manner that is illegal or not authorized by this Agreement. (c) Alterations, modifications and edits to the Projections are subject to approval by BMD, and shall be; (i) billed at a rate of $150.00 per hour with a two (2) hour minimum for each instance edits are requested, and; (ii) submitted no later than four (4) weeks prior to first day of the Rental Term.

8. Indemnification Limited Liability. As consideration for its rental and use of Projections, and if applicable rental and use of Playback; Recipient acknowledges the aggregate liability of BMD, Hardware Owners and BMD affiliates, under or in connection with this Agreement, shall be limited to Rental Fees, if any. ~~(a) Recipient agrees to indemnify BMD, Hardware Owners and the author's/owners of the Play against and from any and all charges, costs, expenses and liabilities that BMD may incur as a result of any demands, claims or actions brought by reason of the making of, production, shipping, operation, and/or use of the Projections or Playback.~~ (b) Recipient is required to obtain the appropriate liability insurance of a minimum $1,000,000 coverage amount; sufficient to cover all liability claims for injuries to others that the Projections or Hardware may cause and shall include the proper insurance to cover any loss incurred as a result thereof. BMD and Hardware Owners reserve the right to obtain a copy of the insurance certificate with "Broadway Media Distribution, Inc" included as an "also-insured" party; and any such document shall be delivered to BMD within five (5) business days of request; and Hardware shall become due immediately and any License shall be revoked upon failure to provide such documentation.

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9. Limited Warranty. BMD and Hardware Owners make no warranty, expressed or implied, regarding the Hardware, including without limitation any warranty or merchantability or fitness for any purpose. (a) While BMD have gone to great lengths to insure stable operation of the Projections and Playback, no warranty is offered or implied as to the suitability of or for Recipient's particular purposes. (b) The Projections and Playback provided are "AS IS", and BMD, its suppliers and/or affiliates, make no warranties, conditions, representations, or terms (express or implied whether by statute, common law, custom, usage, or otherwise) as to its use or performance; including without limitation non-infringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose, except for, and to the extent, that a warranty may not be excluded or limited by applicable law.

10. Conclusion. Recipient assumes the responsibility to read and understand the complete terms and conditions of this Agreement and must accept this Agreement and make manifest such acceptance, and agrees that; payment to BMD, acceptance of Delivery or signature below; shall constitute implicit acceptance and execution; and therefore allowing the full enforcement of all terms and conditions contained herein. (a) An executed original of this Agreement shall be returned to BMD. (i) BMD shall be under no obligation to take any action pursuant to this Agreement unless accepted by BMD. (b) This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, however, (i) nothing herein shall be construed as consent by BMD for the responsibilities of this Agreement or the License to be assigned, transferred, pledged, hypothecated, sublet or lent

by Recipient to anyone without prior written consent of BMD, including; (ii) Recipient shall not pledge or encumber the Projections or Playback in any way. (c) Except for government agency or institution, including public schools, the Recipient signatory named hereunder, both as individuals, jointly and severally, and as a business or trade name, shall each personally guarantee the faithful performance of the Agreement irrespective of the Recipient name first written above. (d) This Agreement shall be governed by the laws of the State of ~~New York~~ Ohio (e) Recipient's default or breach of any provision hereof, or upon the happening of any event expressed herein; (i) BMD shall have, in addition to all legal remedies available, the right to take possession of any or all items ~~without demand or notice,~~ without any court order or other process of law and, (ii) Recipient hereby waives any and all damages occasioned by said taking → provided that BMD provide 24 hour notice to the rate. BM 1/11/19

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The foregoing is hereby accepted upon mutual execution, in accordance with terms and conditions of this Agreement.

Dated this 5th day of December, 2018.

The Recipient:	BMD
Wadsworth City School District	Broadway Media Distribution, Inc
Andrew J. Hill, Ed.D.	Quentin E. Sanford
Superintendent	President
Wadsworth City School District	Broadway Media Distribution, Inc.
524 Broad St. Wadsworth, OH 44281	7575 N. Del Mar Ave., Ste 107 Fresno, CA 93711

ERG ENVIRONMENTAL SERVICES

COST ESTIMATE, WASTE TRANSPORT & DISPOSAL

DATE	January 15, 2019	QUOTE #	QT- 14587/0

CUSTOMER INFORMATION DATE : 01/15/2019

CUSTOMER NAME	Wadsworth City Schools
MAILING ADDRESS	524 Broad Street
CITY, STATE, ZIP	Wadsworth, Ohio 44281
CONTACT NAME	Scott Larch
PHONE #	(330) 3351377
EMAIL ADDRESS	slarch@wadsorthschools.org

GENERATOR / SITE INFORMATION

SITE NAME	Wadsworth City Schools
SITE ADDRESS	524 Broad Street
CITY, STATE, ZIP	Wadsworth, Ohio 44281
CONTACT NAME	Scott Larch
PHONE #	
EMAIL ADDRESS	

SERVICE DESCRIPTION

QTY	UNIT	PRODUCT OR SERVICE DESCRIPTION	UNIT COST	EXTENDED COST
1.00	HOUR	LabPack Services	$ 3,353.17	$ 3,353.17
			TOTAL ESTIMATED COST	$ 3,353.17

PRODUCT OR SERVICE DESCRIPTION PRICING QUALIFICATION

ASSUMPTIONS

Service includes: Classification, Segregation, packaging with supplies, Paperwork, Transportation and disposal.

TERMS AND CONDITIONS (IN ADDITION TO THE GENERAL TERMS & CONDITIONS)

If transport pricing contained herein reflects transportation of the waste(s) on a Less Than Load (LTL) basis, transport will be on a combined shipment along with other waste generators, to be coordinated at ERG's scheduling convenience. If transport must be coordinated to meet the waste generator's scheduling convenience, a dedicated transport event can be performed for an additional cost. LTL pricing includes one-half (1/2) hour of on-site loading time per vehicle; additional on-site time will be invoiced at a demurrage rate of $105.00/hour/vehicle. Waste disposal surcharges, if any, may not be included herein and may be invoiced separately from the base costs provided above. Backup documentation is required in order to assist with proper waste characterization. This may include but is not limited to; recent laboratory analysis, product MSDS's/Product Spec Sheets, detailed generating process documents, etc. If analysis has not been conducted on spent waste streams within the calendar year, updated analysis may be required for approval.

CUSTOMER CERTIFICATION AND ACCEPTANCE

If this cost estimate and the General Terms and Conditions thereof, as included on the reverse of this document, are acceptable, please complete and sign the following section and return a copy of this completed page to ERG's on-site representative or via fax at (734) 437-9651. Signing below is a conclusive presumption that I accept this cost estimate, certify that I am authorized to do so on behalf of the company named herein, that I have read and understand the proposal and the General Terms and Conditions thereof, and that I have had the opportunity to seek technical and legal advice in its regard.

PRINTED NAME		TITLE	
SIGNATURE		SIGNATURE DATE	

PREPARED BY

ERG REPRESENTATIVE	Randy Post	TITLE	Territory Manager

ERG MICHIGAN

13040 MERRIMAN ROAD, SUITE 200 • LIVONIA, MI 48150
734.437.9650 (P) • 734.437.9651 (F)

ERG OHIO

527 E WOODLAND CIRCLE • BOWLING GREEN, OH 43402
419.354.6110 (P) • 419.354.5110 (F)

General Terms and Conditions

1) **Acceptance**: By signing and returning a copy of this proposal, Client accepts the General Terms and Conditions and the Scope of Work provided herein, subject to final credit approval by ERG Environmental Services (ERG) and incorporation of payment terms (see item #4, below). This Agreement is and shall always remain that of independent parties to a contractual relationship. ~~Client shall reimburse ERG for all costs and expenses of collecting any amounts owed to ERG, including, without limitation, court costs and reasonable attorney fees.~~ MB 1/22/19

2) **Scope of Services:** ERG's proposed Scope of Work and associated fee estimates and schedules, are based on ERG's understanding of the Scope of Work, waste characteristics, etc. and ERG's Client (and/or Waste Generator's [Generator], if different than Client) needs and objectives. If, as a result of knowledge gained by ERG during management of the project/waste, and/or other information becomes known, and ERG feels that a change in level of effort or direction is warranted, ERG will inform Client of the proposed changes in the Scope of Work so that negotiation can be accomplished. Client/Generator shall make available to ERG all information regarding the work/waste and any relevant site conditions that may affect the Scope of Work. Client/Generator will provide ERG all information that is known or readily accessible to Client/Generator that may be reasonably necessary for completion of services to be performed by ERG. During the project, prior to removal of the waste, or at any time thereafter when new information becomes available to Client/Generator, same shall provide prompt, full, and complete disclosure to ERG of new information that could affect ERG's performance of its services or could pose potential hazardous conditions or risk to the health or safety of ERG's employees, agents, and/or subcontractors.

3) **Quotations and Proposals:** Quotations or estimates of fees will be honored for a period of 30 days unless otherwise agreed. Unless expressly stated otherwise, quoted fees constitute our estimate based upon our understanding of the work to be performed and are subject to revision if the scope-of-services is modified / redefined or subject to wage schedules (see **Proposal & Billing Notes**, above). Verbal quotations are not binding until confirmed in writing and signed by Client. Pricing changes must be in writing and signed by ERG and Client to be considered binding.

4) **Payment:** ERG invoices are subject to a $75.00 invoice minimum. Also, hourly labor and transportation rates are subject to a 4 hour minimum per event. Client shall pay ERG in full within thirty (30) calendar days of the date of each ERG invoice. Any amount not paid within thirty (30) calendar days of the ERG invoice date shall be charged interest at the rate of one and one-half percent (1-1/2%) per month, which shall be applied effective as of the date such payment was originally due. These payment terms are contingent upon ERG's review of Client's credit history; pre-payment or a retainer may be required prior to services being rendered

5) **Disposal Pricing:** All disposal pricing contained herein is an estimate based on ERG's knowledge of the waste at the time of quoting. Final disposal pricing is pending sample and profile review.

6) **Site Hazards, Utilities, and Subsurface Structures:** All field activities will be conducted in a safe and timely manner. All site work will to be performed under Level D health and safety conditions unless specified differently in the Scope of Work. If the work is upgraded to Level C or higher, all pricing will be renegotiated. Prior to commencement of any activity on the site, Client agrees to inform ERG of hidden site conditions, features and hazards, both surface and underground, that are known to Client and may interfere with the planned activities, may be damaged by the activities, or may represent a health or safety hazard. ~~If the existence of such conditions are unknown, ERG may, in its sole judgment and at the Client's expense, perform or arrange with others for investigations to discover such conditions or hazards and the protection required.~~ Client shall be responsible for the identification of all utilities and subsurface structures within the property lines of the project site, which are not identified by "Miss Dig, or other utility marking service. ~~Client agrees to indemnify and hold ERG harmless from any, and all claims, damages, losses, liabilities and expenses, including attorney fees, arising out of or resulting from any damage to utilities or subsurface structures caused by ERG or its subcontractors that were not identified by "Miss Dig, another utility marking service, Client, or Others.~~ 1/22/19 MB 1/22/19 MB

7) **Access:** Client will arrange and provide such access to all areas of the proposed work site (including roadways, buildings, railways, private property, etc.) as is necessary for ERG to perform its services. Modifications to the site necessary to facilitate the work shall be at Client's ~~expense~~ Responsibility. ERG will not be responsible for obtaining access nor permission to perform work on or off the subject property. ERG and its subcontractors will be provided unencumbered access to the site. 1/22/19 MB The

8) **Site Surfacing Materials:** All field activities will be conducted in a safe and timely manner. Care will be taken to preserve the existing site surfacing materials, including but not limited to; asphalt, concrete, gravel, bare soil, sand, and landscaped grasses during the use of heavy equipment, including but not limited to; ERG service vehicles, vacuum tankers, heavy equipment trailers, subsurface probe's tractor/trailer, excavators, loaders, gravel/dump trucks, etc., as applicable. However, due to the weight of the equipment, ERG cannot guarantee that site surfacing materials or other landscaping will not be impacted as a result of performing authorized services within the property lines of the project site. ~~Client agrees to indemnify and hold ERG harmless from any, and all claims,~~ MB 1/22/19

1/22/09 MB ~~damages, losses, liabilities and expenses, including attorney fees, arising out of or resulting from any damage to site surfacing materials or other landscaping caused by ERG or its subcontractors as a result of performing authorized services.~~

9) **Ownership of Samples**: Samples from the Client's/Generator's site, submitted to ERG by the Client/Generator or residue thereof after analysis, shall remain the property and responsibility of Client/Generator for purposes of special handling, hazardous waste transport and/or disposal. Unless otherwise agreed, sample residuals shall be disposed of or returned to Client/Generator upon completion of the analyses at the discretion of ERG. Samples will be analyzed under normal processing time of 5-10 working days. All samples will be retained for 30 calendar days from date of collection unless an extension is requested in writing.

10) **Waste Shipping Requirements**: It is the responsibility of the Generator to properly package, mark, and label hazardous materials or hazardous waste in compliance with Department of Transportation (DOT) requirements. All containers must be suitable for transport pursuant to DOT requirements or recovery drums will be provided and utilized by ERG, at a charge of $165.00 per drum to Client. Client acknowledges that while ERG may identify or provide packaging, marking or labeling materials, it is the sole responsibility of Generator to maintain compliance with DOT regulations. Same applies to bulk waste shipments.

11) **Selection of Disposal Facility**: Client/Generator acknowledges that it is their own responsibility to select a treatment technology and Treatment, Storage, and Disposal Facility (TSDF) for each generated waste stream. Client/Generator further acknowledge that while ERG may identify potential TSDF's that are capable of managing the generated waste(s), ERG may not and will not select any specific TSDF for any waste stream on behalf of Client/ Generator. Title and all other incidents of ownership to the waste material shall pass directly from Generator to the TSDF designated by the Generator (or Client on behalf of Generator, if so authorized). Moreover, any testing facilitated by ERG and/or transportation of any waste material by ERG shall not relieve Generator of any of its obligations or liabilities under the Comprehensive Environmental Response, Compensation and Liability, 42USC 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 USC 9601 et seq.; or the Natural Resources and Environmental Protection Act, MCLA 324.181 et seq., and/or any other regulations which pertain to management of the site conditions / waste / etc. outlined herein, each as may be amended from time to time.

12) **Recycling**: Materials and/or wastes for which ERG has accepted title may be beneficially recycled through re-use, re-sale, secondary recycled feed stock, smelting, extrusion, and other acceptable methods, at the discretion of ERG. Recycling / recovery value to remain with ERG.

13) **PCB Materials**: Mineral oil for dechlorination must contain less than 1% water, less than 1% solids, and must pass saponification testing parameters or special pricing will apply. Analytical must be provided for all PCB material prior to removal from Client's/Generator's site. If the analytical is greater than one (1) year old, ERG will obtain a sample of each item and a charge of $105.00 per sample will be invoiced to Client. Pricing assumes a storage for disposal date of less than one (1) month, otherwise surcharges may apply. PCB wastes destined for Environmental Recycling cannot contain RCRA constituents.

14) **Lamp Counts**: Counts for lamps processed by ERG are ascertained by gross weight of shipment divided by average unit weight of the type of lamp shipped.

15) **Standard of Care**: Pursuant to the terms and conditions of this Agreement, ERG will perform services using the standard of care commonly used by environmental professionals and hazardous waste transporters practicing in the State of ~~Michigan~~ OHIO. This agreement shall be governed by the laws of the State of ~~Michigan~~ OHIO. MB 1/22/09

16) **Delay or Termination**: In the event of termination at the request or direction of Client prior to the completion of the agreed upon services, ERG shall be compensated for services performed up to the date of termination and ERG shall bear no legal or financial liability for the site, waste, or any other conditions which result from the decision by Client to delay or terminate the project. Compensation shall include labor and expenses for completion of specific analyses and activities underway at the time of notification, ~~as well as all costs, expenses and damages resulting from the termination.~~ ERG shall not be responsible for delays in performance nor cancellation of contracts resulting from causes beyond the control of ERG, labor disputes, and/or acts of third parties. 1/22/09 MB

17) **Reference to Clients**: ERG shall have the right to utilize Client's name and a general description of the services provided as reference to other potential clients, unless instructed otherwise by Client. ERG will not use any documents, photos nor specific references to Client, Client's projects or facilities unless authorized to do so in any sales, advertising or company brochures.

18) **General Indemnification**: ERG will indemnify and hold Client harmless from and against demands, damages, and expenses caused solely by ERG's negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom ERG is legally responsible. ~~Client will indemnify and hold ERG harmless from and against demands, damages, and expenses caused~~ MB 1/22/09

11/20/19 MB ~~by Client's negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom Client is legally responsible (including persons for whom Generator is legally responsible, if Client is acting on behalf of Generator).~~

19) **Ownership of Documents**: ERG shall have rights of ownership of all data, project records, work products, reports, or instruments of service and such materials shall remain in the possession of ERG for a period of seven years. Client shall have reasonable access to original such materials during normal business hours.

20) **Fuel Surcharge:** ERG will invoice a fuel surcharge on transportation, and equipment rates when the average cost of diesel fuel exceeds $ 3.00 per gallon. Please reference our surcharge schedule for specific info on these fees.

21) **Confidentiality**: ERG agrees to maintain in confidence all information gathered and formulated as part of the authorized services except where disclosure is mandated by law. ERG further acknowledges that the information presented in proposals and reports is exclusively for the use of Client/Generator (as applicable). ERG will not distribute nor publish reports without the consent of Client except as required by law or court order. Client acknowledges that all reports filed with State and/or Federal regulatory agencies on behalf of Client or Generator, by authorization to ERG, become public records subject to dissemination through the Freedom of Information Act.

22) **Conclusions**: Conclusions made by ERG are statements of professional opinion based in part on the interpretation of data from discrete samples and reasonable interpolation of conditions between sample points. Data and conclusions are not transferable to third parties, different sites, or different regulatory circumstances.

23) **Site Delays and LTL Cancelation**: Waste loading/transportation delays experienced at Client's/Generator's facility or at the Generator-designated TSDF that are not the fault of ERG will be billed at a demurrage rate of $105.00 per hour for each waste transport vehicle; additional ERG personnel affected by said delays will be invoiced at the applicable unit hourly rates for that project. Unless otherwise specified herein, price quotations prior to completion of services are estimates only and final invoicing may vary accordingly. Cancelation of a scheduled LTL event after 12:00pm the day before the pick-up is to take place shall be subject to a cancelation fee.

↑ of what amount? $175.00 (END)

~~ End of General Terms & Conditions ~~

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Terms of Service & Privacy Policy

Sent and signed on 12/17/18

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- Access: This includes your right to access the personal information we gather about you, and your right to obtain information about the sharing, storage, security and processing of that information.
- Correction: This is your right to request correction of your personal information.
- Erasure: This is your right to request, subject to certain limitations under applicable law, that your personal information be erased from our possession (also known as the "Right to be forgotten"). However, if applicable law requires us to comply with your request to delete your information, fulfillment of your request may prevent you from using Basecamp services and may result in closing your account.
- Complain: You have the right to make a complaint regarding our handling of your personal information with the appropriate supervisory authority.
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- Automated Decision-Making: This is your right to object and prevent any decision that could have a legal, or similarly significant, effect on you from being made solely based on automated processes. This right is limited, however, if the decision is necessary for performance of any contract between you and us, is allowed by applicable European law, or is based on your explicit consent.

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For Users of this website located in the European Economic Area (EEA), all collection and processing of Personal Data is performed in accordance with privacy rights and regulations following the Regulations (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, known as the General Data Protection Regulation (GDPR).

Data Controller

The website processes Personal Data both as a Processor and as a Controller, as defined in the Directive and the GDPR. The website, which you as a User entered an agreement with when using the website, will be the Controller for User data. As the website adheres to the GDPR, it processes all data provided by its Users from the European Economic Area (EEA) only.

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~~6. User Indemnification. Each user will indemnify and hold harmless Educademy, LLC. and its entities against any claims or losses imposed on, incurred by, or asserted as a result of or relating to: (a) any noncompliance by user with the terms and conditions hereof; (b) any third-party actions related to or arising from user's receipt or use of the contents, whether authorized or unauthorized under this agreement.~~

11/30/19 MM

7. Notices. The parties agree that any notices of dispute or other communications addressed to Educademy, LLC or EduTyping will be sent by Certified or Registered Mail.

8. Governing Law. This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the territory of P~~uerto Rico, U.S.A~~., without giving effect to its conflicts of laws provisions or principles.

9. Captions. The captions and headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit or in any other way described the scope of this Agreement or the intent of any provision hereof.

10. Change of Terms From Time-To-Time. Educademy, LLC may alter any term of this Agreement by ~~posting~~ sending via mail to the district a notice that there is a change in terms on a page containing the contents. Any use of the EduTyping Web site after the ~~date~~ receipt of such notice is deemed acceptance of the new terms.

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~~Classified~~ Substitute ~~Support Staff~~

Handbook

Wadsworth City Schools

"Where Quality Education is a Community Tradition"

(Updated ~~December 2018~~) February 2019)

Wadsworth City Schools

New Substitute Handbook

All of us at Wadsworth City Schools (WCS) join in welcoming you to our district's "pool" of substitute staff. We are happy to have you as a substitute. Being a substitute for the district is a wonderful way to "get your foot in the door," so to speak. ~~Whenever there are openings in the school District, we post internally first and our current full-time employees have first rights to the position, per contract. If there is no qualified internal interest however, we look next to our sub pool.~~

There are eight (8) school buildings in our district – five (5) elementaries, one (1) intermediate, one (1) middle, and one (1) high school. You will be told your work hours when you ~~are called~~ accept an assignment.

~~The nature of our jobs requires that we work together effectively as a team. At the same time however, we recognize our substitutes are individuals, with differing personal goals and talents. It is our aim to always deal with substitutes on a fair and consistent basis.~~

This handbook is intended to acquaint you with some of our practices, as well as to provide you with a brief orientation regarding this district and its various practices.

This handbook is not a contract, and no part of its contents constitutes a contract of any kind between Wadsworth City Schools and any substitute. Your immediate supervisor as well as any of the administrative staff will answer any questions you may have. Please do not hesitate to ask. We are happy to have you as a member of our team.

How does the Wadsworth City School District utilize substitutes?

We utilize our subs in the event of sick leaves, vacations, professional leaves, personal leaves, etc. Some long-term assignments are possible. WCS uses Renhill for all substitute teachers as well as classroom aides, special education aides, and attendants. Clerical, custodial, cafeteria, transportation, and crossing guard substitutes are called and assigned by the direct supervisor. ~~For same-day placements, we begin calling our subs at 6:30 a.m. for WHS and WMS and approximately 7:30 a.m. for K-6 buildings. An important consideration for subs is **availability**; we need you to be available sometimes on the spare of the moment.~~ Placements can be for full-days or half-days, and exact times vary depending on the building at which you will be subbing. There is no guarantee of a certain number of hours per week, month, year, etc. when subbing for WCS. We utilize subs on an as-needed basis. All subs are required to have applicable licenses and completed background checks via fingerprinting through the Bureau of Criminal Investigation (BCI, which checks for Ohio records) and the Federal Bureau of Investigation (FBI, which checks for national records).

1. Classroom/Playground aides assist the teachers in the classroom. You may also have playground or lunchroom student supervision duties.

2. Student attendants usually work one-on-one or with a small group of special needs student(s). You will shadow that student(s) for the day, assisting them in completing their tasks. Since these are our special needs students, extra patience and understanding is often necessary.

3. Crossing guards work in shifts of one hour in the morning, one hour in the afternoon. Duties consist of aiding our children in safely crossing various streets in the district as well as helping facilitate the smooth transition of school busses in and out of our schools. Crossing guards may only stop traffic on streets at designated crosswalks in the City of Wadsworth.

4. Food service substitutes will work in our cafeterias, preparing and serving meals for our students and staff and cleaning up afterward, restocking vending items, and possibly making food deliveries.

5. Custodial substitutes will be assigned to a specific building(s) for cleaning and prepping the building for daily classes and other activities.

6. Certified teachers will be responsible for following class schedules and procedures, ensuring student safety, as well as delivering instruction from provided lesson plans.

7. Principals in the building are prepared to support you or provide intervention if you have difficulty with a particular class.

8. ~~Maintenance substitutes are partnered with an existing employee for the day to complete necessary functions for the facilities and grounds.~~

9. Clerical subs are assigned to our various schools' main or departmental offices and will perform various general clerical duties. *Successful completion of a skills assessment is required prior to subbing in any long-term clerical or secretarial position*. Tests are offered once each spring and once each fall. Please contact the assistant superintendent's office if you are interested in taking the next scheduled clerical exam. ~~Be sure to sign up for the next testing when you apply, if you have interest in clerical subbing. Your contact for that testing is Mrs. Sandy Hall at wade_shall@wadsworthschools.org~~.

10. Substitute vehicle and bus drivers are assigned routes based on the vacancy. Vehicle driver substitutes must have a valid van certificate, and all bus driver substitutes must have a valid Class B commercial driver's license with school bus endorsement.

~~Job descriptions of each of the above categories are available upon request.~~

Substitute Staff Relations

Substitute Staff relations are a very important aspect of employment with WCS and will be governed by the following primary principles.

1. Each substitute is entitled to respect, courtesy, and dignity.

2. WCS strives to provide safe working conditions, free from undue hazard to health.

3. WCS will strive to apply and enforce policies in a uniform and consistent manner.

District Obligations:

In order to put its commitment into practice in a real and practical way, WCS will:

1. Encourage two-way communication between management and substitutes at every level throughout the system.

2. Have at all times an effective Open Door Policy which provides any substitute, regardless of their locations, access to any member of management in order to express opinions, question policies or procedures, or discuss problems. The chain-of-command is provided in this handbook.

3. Have a provision to fairly compensate substitutes at every level, in accordance with wages as set forth for regular employees by the Master Contract.

4. Train every WCS substitute and provide the equipment and assistance necessary for them to be effective at their job.

5. Provide job descriptions with uniform and consistent definitions of the duties and responsibilities of each substitute classified position in the WCS system.

Substitute Staff Obligations:

In order to demonstrate his or her commitment to WCS' mission and goals, a substitute is expected to do at least the following:

1. ~~Behave courteously and decently to coworkers.~~

2. ~~Expend maximum effort at all times to further the District's goals and objectives.~~

3. ~~Display high quality performance at all times, whatever your level of staff involvement.~~

4. ~~Maintain an attitude of honesty, sincerity, and commitment toward the activities of the District and of coworkers.~~

5. ~~Observe all District rules pertaining to safety, time requirements, and other matters necessary for the safe and smooth operation of our District.~~

6. ~~Strive to make a definite positive contribution to the District's success.~~

7. ~~Make use of WCS' open door policy whenever and wherever appropriate.~~

8. ~~There is payroll paperwork which you will have to complete prior to being paid for subbing. If you are called for an assignment and have not yet completed your payroll paperwork, please contact Patti Weis, Payroll Supervisor, immediately at 330-335-1305 or Ext. 1305 internally. This will ensure you are paid properly and timely for your services.~~

9. ~~Be flexible and available on the spare of the moment if necessary. We often don't get a staff call-off until the morning of the absence.~~

10. ~~Repeated refusal of assignments may result in your being removed from our sub list. Subs are renewed annually.~~

Chain of Command, Classified Substitute Staff

The chain of command represents the order in which information and/or concerns are expressed throughout the district. It is important that all employees follow this chart to ensure everyone remains well-informed as to events and concerns.

1 – Your immediate supervisor (for custodial, maintenance, transportation, and food service)

1 – Your building's principal/administrator (for crossing guard, secretary/clerk, aide/attendant)

2 – ~~Director of Facilities~~ Assistant superintendent

3 – Superintendent

4 – Board of Education

~~General Information~~ Substitute Staff Conduct

Each substitute staff member has a responsibility to become familiar with, and abide by, the laws of the State of Ohio, the policies of the WCS Board of Education, and the administrative regulations designated to implement them.

In the area of personal conduct, the Board desires that substitute staff conduct themselves in a manner that not only reflects positively on the school district but that sets forth a model worthy of emulation by students.

Each substitute staff member is expected to carry out assigned responsibilities with conscientious concern. Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Read thoroughly and completely understand the job description. Ask clarifying questions at the orientation meeting with your supervisor.

2. When reporting to a sub assignment, please report immediately to the office upon entering the building. The administrator or secretary will provide further instructions.

3. If you are injured on the job, you must immediately notify your immediate supervisor. This is protocol, even if you do not require medical attention. There are forms which must be completed within 24 hours of the injury.

4. Faithfulness and promptness in work attendance

5. Support and enforcement of policies of the Board and regulations of the school administration in regard to students

6. Diligence in submitting required reports promptly at the times specified, if applicable

7. WCS acknowledges substitutes have cellular phones with them during the day. Please only check cell phones during lunch and other breaks. Substitutes working in the Transportation Department may not use cellular telephones while operating district-owned vehicles.

8. Care and protection of school property

9. Concern and attention toward their own and the school district's legal responsibilities for the safety and welfare of students, including the need to ensure student supervision at all times

A substitute is expected to be considerate of all fellow employees, both professional and nonprofessional staff, students, and the parents and the citizens who use school facilities. In this respect, there is conduct becoming and conduct unbecoming a substitute of WCS. Any conduct which might tend to discredit the reputation of the Board of Education may be considered conduct unbecoming a substitute (for example, use of profane or derogatory language in the workplace). While it is impossible to predict the many situations that may arise or to describe all aspects of acceptable or unacceptable conduct, a substitute is expected to use common sense, courtesy, consideration, respect, and reasonableness in his/her relationships with other persons.

Conduct unbecoming a substitute or failure to maintain good behavior will be addressed by your immediate supervisor and may ~~will~~ be cause for disciplinary action.

~~Some examples of acts of conduct considered to be unacceptable behavior include but are not limited to:~~

~~Loafing, idling in other departments, stopping work before the end of the shift, leaving the work site early for breaks and/or lunch, using school supplies and/or equipment for personal reasons, abusive language, unauthorized games of chance on the premises, ignoring safety policies, smoking inside a school facility, working before or beyond the work day without permission, leaving the worksite during working hours without permission, insubordination, falsification of substitute or employer records, theft of school property, and the use of alcohol and/or misuse of drugs on school property at any time.~~

~~Use of Cellular Telephones~~

~~WCS acknowledges substitutes have cellular phones with them during the work day. WCS expects substitutes to not check them during work hours but during lunch and other breaks. Substitutes working in the Transportation Department may not use cellular telephones while operating District-owned vehicles.~~

School Closing

WCS may cancel school due to inclement weather. Notification is provided to WCTV (Channel 16) and radio stations. If the district closes due to weather, do not report.

Two-Hour Delay

If WCS is operating on a two-hour delay, please report to your assignment two hours later unless informed by the district personnel. The day will end at the normal time.

Pay Process (Wadsworth City Schools)

Paychecks are issued on a biweekly basis, on Fridays. Checks are mailed on Thursdays, to your home address. ALWAYS ALERT PAYROLL IF YOUR ADDRESS CHANGES.

Pay rates for substitutes are as follows:

Bus Driver	$16.69/hour
Vehicle Driver/Food Van Driver	$12.67/hour
Maintenance	$12.03/hour
Cafeteria	$8.55/hour
Clerical	$13.96/hour
LPN	$20.27/hour
Health Aide	$13.96/hour
Custodian	$12.16/hour
Aides/Attendants	$10.53/hour
Crossing Guards	$8.55/hour
Certified Teacher	$13.57/hour, if used hourly
Certified Teacher	$47.50 for half day or $95.00 for full day
Retired WCS Substitute Teacher	$14.29/hour, if used hourly
Retired WCS Substitute Teacher	$50 for half day or $100 for full day

Lunch periods, when applicable, are not paid unless assigned due to a specific student's needs. Check with your supervisor for information on lunch times and available locations, if a lunch period is part of your work day.

Timesheets must include your Social Security or employee I.D. number, dates worked, hours worked, and the name of the employee for whom you are subbing. A new timesheet will need to be completed for each building you work and are found in the office. Give timesheets to your supervisor or the building secretary; they will send them to Payroll for processing.

Pay periods run from Wednesday until the following Tuesday.

Pay Process: Renhill Employees

- Paychecks are issued biweekly, on Fridays.
- It is the policy of Renhill Group that you will receive your pay by either direct deposit into a checking or savings account or by pay card.
- Renhill Group does not mail checks or pay stub information.
- You can view and/or print your pay stub online. This can be accessed by visiting www.renhillgroup.com and clicking the "WebCenter Log-In" button in the top right corner.
- Your username is your first initial of your first name, last name, and last four digits of your Social Security number. Example: John Smith 555-99-1234 = jsmith1234).
- Your password is the last four digits of your Social Security number.
- When you are logged in, you can change your login information or e-mail address by accessing "my settings."

School Information

- Wadsworth High School – 625 Broad Street
- Wadsworth Middle School – 150 Silvercreek Road
- Central Intermediate School – 151 Main Street
- Franklin Elementary – 200 Takacs Drive
- Isham Elementary School – 325 Sunset Boulevard
- Lincoln Elementary School – 280 North Lyman Street
- Overlook Elementary School – 650 Broad Street
- Valley View Elementary School – 625 Orchard Street

Supervisor for Each Department

- Renhill Group – Aides/Attendants/Teachers [redacted]
- Scott Larch – Custodial Sub Supervisor [redacted]
- Kelly Gnap – Cafeteria Sub Supervisor [redacted]
- Debbie Miller – Transportation Sub Supervisor [redacted]

Equal Opportunity Employer

It is the policy of WCS that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of individuals on the basis of age, race, creed, color, religion, national origin, citizenship status, sex, marital status, handicap or other human differences.

BARNES&NOBLE

BN.COM

Bookfair Agreement

Your organization has expressed an interest in participating in a Barnes & Noble Bookfair (the "Bookfair"). The Bookfair is an opportunity for PreK through 12th grade public or private schools and non-profit literacy and arts mission-based organizations to raise money through in-store and online book sales by encouraging their supporters to shop at Barnes & Noble stores and online at www.BN.com/bookfairs during a designated time period.

This Bookfair Agreement (the "Agreement") sets forth the terms of the agreement between Barnes & Noble Booksellers, Inc. and it relevant subsidiaries (collectively "Barnes & Noble") and the organization listed below with respect to the Bookfair.

Complete and return this Agreement at least one month prior to the Bookfair in which your organization is participating.

Bookfair Details

Organization Name: Central Intermediate School

Contribution Remittance Address: 151 main Street

City: Wadsworth State: OH Zip: 44281

Organization's valid Federal Taxpayer ID or Tax Exempt #: See attached form

Note: If claiming Tax Exempt status, Organization must provide copy of Tax Exempt Certificate.

Contact Person's Name: Joanne Gahan Phone: 3303351480

Contact's Email Address: jgahan

Scheduled Date for Bookfair: Feb. 1-2, 2019

Note: Bookfair dates should not exceed one day unless approved by a Barnes & Noble District Manager.

- I am taking my contribution in the following form, *which cannot not be changed post Bookfair*:

  Barnes & Noble Gift Card ☑ Cash (check format) ☐

If you selected Gift Card above, you are verifying that your organization can accept gift card as a form of payment.

- Will this fundraising event with your organization trigger Commercial Co-Venture Laws in your state and require State registration and/or bonding?

  Yes ☐ No ☑

If Yes is selected, B&N store representative should contact their Regional Business Development Manager to discuss necessary process/paperwork with legal department. And Bookfair should not take place for at least 45 days to ensure all necessary paperwork can be completed in advance of the event.

In-Store Purchase Guidelines

- Supporters of the Bookfair must present a valid Bookfair voucher or mention participation in the Bookfair at the register prior to the transaction for their purchases to count towards the in-store Bookfair total.
- Only eligible purchases made during the agreed-upon Bookfair date(s) will count towards the Bookfair.
- Barnes & Noble Members may use their Membership discount on all eligible purchases during the Bookfair.
- Educator discounts may be used on all eligible purchases during the Bookfair.
- Purchases made with corporate or institutional discounts are not included in the Bookfair total.
- Certain offers, promotions, or discounts may not be offered during the Bookfair.
- Bookfair purchases returned within 7 days of the end of the Bookfair date will be deducted from total.
- All Bookfair purchases are subject to normal state and local tax requirements.

The following transactions are not included in the in-store Bookfair totals:

- The purchase of gift cards
- Shipping or handling fees; or Barnes & Noble Membership fees (new or renewal)
- The purchase of text books, magazine subscriptions, video games, software and digital content (ebooks).
- Purchases made at Cafes owned and operated by Starbucks
- Other items Barnes & Noble may exclude from time to time in its sole discretion

Online Purchase Guidelines

- Supporters of the Bookfair shop through www.BN.com/bookfairs. and are required to enter a valid Bookfair Event ID Number in the designated field found on the payment page during checkout in order for their purchase to count towards the online Bookfair total.
- Only eligible purchases made online during the agreed-upon Bookfair date(s) and shipped within five days after eligible dates will count towards the Bookfair.
- Online pre-orders will not count toward Bookfair sales if not shipped in the eligible period noted above.
- Barnes & Noble Members may use their Membership discount on all eligible purchases during the Bookfair.
- Educator discounts may be used on all eligible purchases during the Bookfair.
- Purchases made with corporate or institutional discounts are not included in the Bookfair total.
- Certain offers, promotions, or discounts may not be offered during the Bookfair.
- All Bookfair purchases are subject to normal state and local tax requirements.

The following products and services are not included in the online Bookfair totals:

- The purchase of gift cards and online gift certificates
- Digital content (including but not limited to digital books, magazines, and periodicals)
- Downloadable Audiobooks in MP3 or any other format
- Gift-wrapping fees; shipping or handling fees; or Barnes & Noble Membership fees (new or renewal)
- The purchase of textbooks, used and out of print books, magazine and magazine

subscriptions, video games, and software.
- Other items Barnes & Noble may exclude from time to time in its sole discretion

In-Store Contribution Guidelines

- The contribution to the organization is based on the selling price of merchandise sold, before tax.
- The amount of the contribution is determined by the total eligible purchases made by supporters of the organization during the agreed-upon Bookfair date(s).
- The percent is based on the total net (pre-tax) sales of the Bookfair according to the following chart:

Net Sales	*Percent contributed to organization*
< $2,000	10% Cash Back or 15% in a Barnes & Noble Gift Card
$2,000-$10,000	15% Cash Back or 20% in a Barnes & Noble Gift Card
> $10,000	20% Cash Back or 25% in a Barnes & Noble Gift Card

Online Contribution Guidelines

- The contribution to the organization is based on the net sales** of eligible merchandise sold on the www.bn.com/bookfairs website during the online Bookfair dates according to the following chart:

  10% Cash Back; or
  12% in a Barnes & Noble Gift Card

NOOK eReader and Accessories Contribution Guidelines

- The contribution to the organization for the purchase of NOOK eReaders and accessories is based on the selling price of merchandise sold in store, before tax, determined by the total eligible purchases made by supporters of the organization during the agreed upon Bookfair dates; and the net sales** of eligible merchandise sold on the www.BN.com/bookfairs website during the online Bookfair dates according to the following chart:

  5% Cash Back: or
  5% in a Barnes & Noble Gift Card

***Net sales shall be defined as the gross proceeds actually received by BN.com less (i) applicable sales taxes, duties, gift wrapping fees, shipping fees, handling fees, Member fees or renewals; (ii) losses due to credit, charge and debit card fraud and bad debt; (iii) the face value of any coupon or other discount.*

Contribution Payment and Reconciliation for All Eligible Bookfair Purchases

- The organization will receive one contribution payment for the Bookfair based on purchase and contribution guidelines above.
- The means of payment (e.g. check or gift card) for the contribution payment will be the same for all portions of the Bookfair.
- Bookfair totals as reported by Barnes & Noble are final.

Special Matters Regarding Barnes & Noble Gift Cards

- Barnes & Noble Gift Cards are issued by Barnes & Noble Marketing Services Corp. ("MSC"), a Florida corporation and a wholly-owned subsidiary of Barnes & Noble, Inc. The location or site of the distribution of Barnes & Noble Gift Cards shall be deemed to be and shall be subject to the laws and regulations of the State of Florida.
- The organization agrees not to resell or permit the resale of gift cards distributed pursuant to this Agreement without the prior written consent of MSC. However, the organization will be permitted to distribute gift cards at no charge to its employees, students, parents and staff provided that the organization will comply with all applicable laws, rules and regulations in so doing.
- Barnes & Noble Gift Cards can only be used in accordance with their respective terms and conditions in effect from time to time as posted on www.bn.com.

Bookfair Promotion and Planning

On behalf of my organization, I agree to actively promote the Bookfair prior to the scheduled date(s) of the Bookfair through the following:

- My organization will produce and distribute copies of the approved Barnes & Noble Bookfair Voucher and will actively promote the Bookfair to our supporters with at least three communications prior to the commencement of the Bookfair.
- My organization will submit any other promotional materials, including, but not limited to, advertisements and brochures, at least one month prior to the commencement of the Bookfair for approval by the Barnes & Noble community business development manager or store manager, at their sole discretion, if such communication uses Barnes & Noble's name.
- My organization will be available to meet with the Barnes & Noble community business development manager or store manager throughout the planning of the Bookfair and at least two weeks in advance of the commencement of the Bookfair to review final details.
- My organization will not distribute vouchers or organization-specific materials in the store or on any premises adjacent to the store on the date(s) of the bookfair, and will not approach or solicit Barnes & Noble customers in any manner.

Confidentiality and Publicity

I understand and accept that:

- My organization will hold all information regarding the business and financial terms of this Agreement and the Bookfair, including but not limited to, organization's sales at the Bookfair and Barnes & Noble's contribution and contribution percentage (collectively, "Confidential Information") in confidence and not disclose this Agreement or any Confidential Information to any third party without the express prior written permission of Barnes & Noble, or otherwise as required by law. → This agreement is a public document and will be part of the board agenda that the public can view. AB 1/11/19.
- My organization shall not make any statement to the press, or issue any press release, referencing the Bookfair or Barnes & Noble without the express prior written permission of Barnes & Noble.

Miscellaneous

- Barnes & Noble shall have the right to terminate this contract and cancel the Bookfair at any time should you fail to comply with any part of this contract or any Bookfair guidelines as communicated by the Barnes & Noble representative.
- The organization may not assign this Agreement without the prior written consent of Barnes & Noble. This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior agreements, whether oral or written, express or implied, between the parties concerning such subject matter. The waiver by any party hereto of any provision or breach of this Agreement shall not operate or be construed as a modification of this Agreement or waiver of any other breach. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

Joanne Moran 1/11/19

Organization's Authorized Signature **Date**
(must be 18-years of age or older)

Rachel Carney 1/22/19

Store's Authorized Signature **Date**

BARNES & NOBLE

BN.COM

Bookfair Agreement

Your organization has expressed an interest in participating in a Barnes & Noble Bookfair (the "Bookfair"). The Bookfair is an opportunity for PreK through 12th grade public or private schools and non-profit literacy and arts mission-based organizations to raise money through in-store and online book sales by encouraging their supporters to shop at Barnes & Noble stores and online at www.BN.com/bookfairs during a designated time period.

This Bookfair Agreement (the "Agreement") sets forth the terms of the agreement between Barnes & Noble Booksellers, Inc. and it relevant subsidiaries (collectively "Barnes & Noble") and the organization listed below with respect to the Bookfair.

Complete and return this Agreement at least one month prior to the Bookfair in which your organization is participating.

Bookfair Details

Organization Name: Valley View Elementary

Contribution Remittance Address: 625 Orchard Street

City: Wadsworth State: OH Zip: 44281

Organization's valid Federal Taxpayer ID or Tax Exempt #: 34-6002962

Note: If claiming Tax Exempt status, Organization must provide copy of Tax Exempt Certificate.

Contact Person's Name: Chris Roberts Phone: 330-335-1430

Contact's Email Address: croberts@wadsworthschools.org

Scheduled Date for Bookfair: March 16-17, 2019

Note: Bookfair dates should not exceed one day unless approved by a Barnes & Noble District Manager.

- I am taking my contribution in the following form, *which cannot not be changed post Bookfair*:

  Barnes & Noble Gift Card ☐ Cash (check format) ■

If you selected Gift Card above, you are verifying that your organization can accept gift card as a form of payment.

- Will this fundraising event with your organization trigger Commercial Co-Venture Laws in your state and require State registration and/or bonding?

  Yes ☐ No ■

If Yes is selected, B&N store representative should contact their Regional Business Development Manager to discuss necessary process/paperwork with legal department. And Bookfair should not take place for at least 45 days to ensure all necessary paperwork can be completed in advance of the event.

In-Store Purchase Guidelines

- Supporters of the Bookfair must present a valid Bookfair voucher or mention participation in the Bookfair at the register prior to the transaction for their purchases to count towards the in-store Bookfair total.
- Only eligible purchases made during the agreed-upon Bookfair date(s) will count towards the Bookfair.
- Barnes & Noble Members may use their Membership discount on all eligible purchases during the Bookfair.
- Educator discounts may be used on all eligible purchases during the Bookfair.
- Purchases made with corporate or institutional discounts are not included in the Bookfair total.
- Certain offers, promotions, or discounts may not be offered during the Bookfair.
- Bookfair purchases returned within 7 days of the end of the Bookfair date will be deducted from total.
- All Bookfair purchases are subject to normal state and local tax requirements.

The following transactions are not included in the in-store Bookfair totals:

- The purchase of gift cards
- Shipping or handling fees; or Barnes & Noble Membership fees (new or renewal)
- The purchase of text books, magazine subscriptions, video games, software and digital content (ebooks).
- Purchases made at Cafes owned and operated by Starbucks
- Other items Barnes & Noble may exclude from time to time in its sole discretion

Online Purchase Guidelines

- Supporters of the Bookfair shop through www.BN.com/bookfairs, and are required to enter a valid Bookfair Event ID Number in the designated field found on the payment page during checkout in order for their purchase to count towards the online Bookfair total.
- Only eligible purchases made online during the agreed-upon Bookfair date(s) and shipped within five days after eligible dates will count towards the Bookfair.
- Online pre-orders will not count toward Bookfair sales if not shipped in the eligible period noted above.
- Barnes & Noble Members may use their Membership discount on all eligible purchases during the Bookfair.
- Educator discounts may be used on all eligible purchases during the Bookfair.
- Purchases made with corporate or institutional discounts are not included in the Bookfair total.
- Certain offers, promotions, or discounts may not be offered during the Bookfair.
- All Bookfair purchases are subject to normal state and local tax requirements.

The following products and services are not included in the online Bookfair totals:

- The purchase of gift cards and online gift certificates
- Digital content (including but not limited to digital books, magazines, and periodicals)
- Downloadable Audiobooks in MP3 or any other format
- Gift-wrapping fees; shipping or handling fees; or Barnes & Noble Membership fees (new or renewal)
- The purchase of textbooks, used and out of print books, magazine and magazine

subscriptions, video games, and software.
- Other items Barnes & Noble may exclude from time to time in its sole discretion

In-Store Contribution Guidelines

- The contribution to the organization is based on the selling price of merchandise sold, before tax.
- The amount of the contribution is determined by the total eligible purchases made by supporters of the organization during the agreed-upon Bookfair date(s).
- The percent is based on the total net (pre-tax) sales of the Bookfair according to the following chart:

Net Sales	*Percent contributed to organization*
< $2,000	10% Cash Back or 15% in a Barnes & Noble Gift Card
$2,000-$10,000	15% Cash Back or 20% in a Barnes & Noble Gift Card
> $10,000	20% Cash Back or 25% in a Barnes & Noble Gift Card

Online Contribution Guidelines

- The contribution to the organization is based on the net sales** of eligible merchandise sold on the www.bn.com/bookfairs website during the online Bookfair dates according to the following chart:

  10% Cash Back; or
  12% in a Barnes & Noble Gift Card

NOOK eReader and Accessories Contribution Guidelines

- The contribution to the organization for the purchase of NOOK eReaders and accessories is based on the selling price of merchandise sold in store, before tax, determined by the total eligible purchases made by supporters of the organization during the agreed upon Bookfair dates; and the net sales** of eligible merchandise sold on the www.BN.com/bookfairs website during the online Bookfair dates according to the following chart:

  5% Cash Back: or
  5% in a Barnes & Noble Gift Card

***Net sales shall be defined as the gross proceeds actually received by BN.com less (i) applicable sales taxes, duties, gift wrapping fees, shipping fees, handling fees, Member fees or renewals; (ii) losses due to credit, charge and debit card fraud and bad debt; (iii) the face value of any coupon or other discount.*

Contribution Payment and Reconciliation for All Eligible Bookfair Purchases

- The organization will receive one contribution payment for the Bookfair based on purchase and contribution guidelines above.
- The means of payment (e.g. check or gift card) for the contribution payment will be the same for all portions of the Bookfair.
- Bookfair totals as reported by Barnes & Noble are final.

Special Matters Regarding Barnes & Noble Gift Cards

- Barnes & Noble Gift Cards are issued by Barnes & Noble Marketing Services Corp. ("MSC"), a Florida corporation and a wholly-owned subsidiary of Barnes & Noble, Inc. The location or site of the distribution of Barnes & Noble Gift Cards shall be deemed to be and shall be subject to the laws and regulations of the State of Florida.
- The organization agrees not to resell or permit the resale of gift cards distributed pursuant to this Agreement without the prior written consent of MSC. However, the organization will be permitted to distribute gift cards at no charge to its employees, students, parents and staff provided that the organization will comply with all applicable laws, rules and regulations in so doing.
- Barnes & Noble Gift Cards can only be used in accordance with their respective terms and conditions in effect from time to time as posted on www.bn.com.

Bookfair Promotion and Planning

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Confidentiality and Publicity

I understand and accept that:

- My organization will hold all information regarding the business and financial terms of this Agreement and the Bookfair, including but not limited to, organization's sales at the Bookfair and Barnes & Noble's contribution and contribution percentage (collectively, "Confidential Information") in confidence and not disclose this Agreement or any Confidential Information to any third party without the express prior written permission of Barnes & Noble, or otherwise as required by law. – This agreement is a public record, per ohio Revised Code 1/17/19
- My organization shall not make any statement to the press, or issue any press release, referencing the Bookfair or Barnes & Noble without the express prior written permission of Barnes & Noble.

Miscellaneous

- Barnes & Noble shall have the right to terminate this contract and cancel the Bookfair at any time should you fail to comply with any part of this contract or any Bookfair guidelines as communicated by the Barnes & Noble representative.
- The organization may not assign this Agreement without the prior written consent of Barnes & Noble. This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior agreements, whether oral or written, express or implied, between the parties concerning such subject matter. The waiver by any party hereto of any provision or breach of this Agreement shall not operate or be construed as a modification of this Agreement or waiver of any other breach. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

Organization's Authorized Signature **Date**
(must be 18-years of age or older)

Store's Authorized Signature **Date**

WADSWORTH BOARD OF EDUCATION

Maintenance & Grounds I

JOB DESCRIPTION

Title: Maintenance & Grounds I

Reports To: Maintenance & Grounds Manager, Director of Facilities, and/or the Superintendent Designee

Employment Status: Full-Time (12 months)

W.S.S.A. Status: Non-Exempt

General Description:

Perform a variety of duties involving both transportation and grounds maintenance functions as directed by the immediate supervisor. Drive various vehicles, load and unload trucks, maintain well groomed grounds throughout the school district, assist with keeping buildings in good order and perform other tasks as required. Promote safety practices and procedures consistent with OSHA, PERRA, ORC, and OAC.

Qualifications:

1/17/19F

1. Valid driver's license and two years good driving experience.
2. Able to successfully obtain a Class B Commercial Drivers License within six months of employment
3. High school diploma or equivalent. Associate Degree preferred; specifically athletic field turf management.
4. Good health, high moral character, good attendance, clean and neat appearance.
5. Physically able to perform all duties as listed in the essential functions.
6. Able to operate any equipment used in the maintenance department such as a variety of automatic and manual trucks, snow plows, hand/power tools, forklifts, snow blowers, salt/fertilizer/seed spreaders, mowers, turf care equipment, etc. in a safe manner.
7. Verified mechanical experience with small engine, farm, and lawn equipment repair.
8. Capable of lifting 75 pounds unassisted.
9. Able to keep school grounds and athletic facilities in good order and have verifiable experience.
10. Hold a valid Ohio Commercial Applicators license.
11. Validation of qualifications as determined by an interview.
12. Other relevant criteria as determined by the Board of Education, Superintendent and/or designee may find appropriate are acceptable.

1/17/19

Required Knowledge, Skills and Abilities:

1. Strive to remain current with knowledge, skills, and abilities as related to position.
2. Have a general working knowledge of all aspects of building and grounds maintenance.
3. Must be able to work as a team and/or independently.
4. Possess a working knowledge of lawn and plant care.
5. Ability to work effectively with others
6. Ability to maintain simple records and reports
7. Ability to work independently

Essential Duties:

1. Under the direction of the Maintenance and Grounds Manager, responsible for the care and maintenance of all athletic fields and school owned grounds.
2. Develop a schedule for seeding, fertilizing, and weed-control for general school grounds.
3. Develop a schedule for seeding, fertilizing, weed-control and watering for athletic fields (performance and practice)
4. Line athletic fields (performance and practice) as requested by the athletic director and/or the Maintenance and Grounds Manager.
3. Keep in a proper safe and clean order the district football stadium including locker rooms, concession stands, restrooms, and spectator stands.
4. Directs a crew of other maintenance staff and/or students on clean up of stands and grounds after all functions.
5. Report defects in scoreboards or outdoor sound systems that require technical expertise to your supervisor or administration in supervisor's absence.
6. Assist other maintenance personnel as directed by the supervisor and/or district administration.
7. Loads, hauls, and unloads supplies and equipment, classroom or office furniture, mail, and/or other designated items.
8. Drive delivery truck as directed for operating a scheduled delivery route between the district's school buildings, warehouse, and the central office when needed.
9. Arrange and maintain maintenance/warehouse areas in a neat and orderly fashion.
10. As assigned, direct temporary grounds staff.
11. Keep all grounds maintenance equipment in good working condition and apply preventive maintenance program as directed.
12. Fill in for custodians when requested.
13. Maintain inventory of warehoused items.
14. Assist with plumbing and carpentry as needed or directed
15. Perform and log scheduled inspections of all playgrounds including equipment and protective ground material. After inspection, make all necessary repairs to ensure safe play.
16. Remove all debris such as leaves, paper, fallen limbs, and other litter from grounds and buildings. Also, empty trash barrels at all athletic fields.
17. Trim shrubs and trees when needed or as directed to keep grounds well groomed.
18. Mow and trim all school grounds on a regular basis during growing season.
19. Remove snow from parking lots, driveways, and sidewalks when directed.
20. All call-offs must be made to supervisor of their administrative designee at least one hour prior to start of shift to allow time to make other arrangements.
21. Respond to routine questions
22. Respect for confidential information
23. Interact in a positive manner with staff, students, parents, and the community

Other Duties:

1. Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings.
2. Help instill in students the belief and in practice of ethical principles and democratic values.
3. Promote safety practices and procedures consistent with OSHA, PERRA, ORC, and OAC.
4. Perform all other duties assigned by supervisor or administrative designee.

Equipment Operated:

1. Operate as directed all equipment related to position that may include but not limited:
   - Hand tools to include but not limited to wrenches, screwdrivers, pry bars, sockets, ratchets and specialized tools.
   - Power tools to include but not limited to drills, grinders, impact tools, hoists, jacks, cutting torches, and welders.
   - Gasoline and diesel powered trucks, buses, mowers, tractors, forklifts and other powered lawn equipment.
2. Client Devices

Additional Working Conditions:

1. Occasional exposure to blood, bodily fluids and tissue.
2. Occasional operation of a bus, truck, or automatic / manual vehicle under inclement weather conditions.
3. Frequent use of machinery, electrical and mechanical equipment, etc.
4. Occasional work at elevated heights.
5. Occasionally substitute for school bus drivers.
6. Occasional requirement to work overtime
7. Frequent exposure to outdoor weather conditions, i.e., required to work outdoors in all types of weather conditions
8. Frequent exposure to loud noises

Terms of Employment:

The Wadsworth Board of Education in accordance with the Master Contract determines salary, work year, and terms and conditions of employment. The employee shall remain free of any alcohol or nonprescribed controlled substance abuse in the workplace throughout his/her employment in the District.

Evaluation:

The Administration/Supervisors in accordance with the provisions of the Wadsworth Board of Education and the Master Contract will evaluate performance of this position.

Note: The above lists are not ranked in order of importance.

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the employee. The employee will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority, or designee.

_____ _____

Superintendent or Designee Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

_____ _____

Signature Date

Title: Maintenance & Grounds I

Revision Date: January 17, 2019

WESTERN RESERVE GRIEF SERVICES

MEMORANDUM OF UNDERSTANDING

Between **Central Intermediate School (CIS)** and **Western Reserve Grief Services.**
WRGS will provide the services described below to **CIS** for the 2018-19 school year.

- Approximately five hours of consultation/education to the school staff
- One bereavement group for students (S.T.A.R.S. – 6-8 weeks)

CIS will provide the following for the 2018-19 school year:

- A staff member to function as co-leader for the bereavement group
- An adequate group meeting space
- Communicate the nature and details of the group with students and parents
- Obtain signed Student Support Group Intake/Consent Form for each student prior to the first meeting of the Bereavement Group.

Fee: Our fee for these services is $400 and may be negotiated if needed.

Jane Arnoff Logsdon, Date
School Liaison, Western Reserve Grief Services

Victoria R. Albanese 1/8/19
Victoria Albanese Date
School Counselor

Diane Snyder Cowan, MA, MT-BC, Date
Director, Western Reserve Grief Services

Joanne Gahan Date
Principal

Rev. 1/2014

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION
4080 ROSELEA PLACE ~ COLUMBUS, OHIO 43214

TOURNAMENT SITE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of January 2019 by and between the Ohio High School Athletic Association (hereinafter "OHSAA"), located at 4080 Roselea Place, Columbus, OH 43214 and Wadsworth City Schools located at 524 Broad St., Wadsworth, OH 44281 (hereinafter "DISTRICT"[1]). In consideration of the terms and conditions and mutual promises herein, the parties mutually consent, represent and agree to carry out all undertakings necessary to comply with the terms hereinafter set forth.

1. **LICENSE**
   a. DISTRICT agrees to license the premises known as Wadsworth High School located at 625 Broad St., Wadsworth, OH 44281 (hereinafter the "Facilities").
   b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA SECTIONAL, DISTRICT, REGIONAL, STATE (circle one) Tournament in the sport of Wrestling.
   c. The dates for this tournament are listed below.

Feb. 2, 2019	

2. **PREMISES**
   a. DISTRICT hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.
   b. DISTRICT shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

3. **CONSIDERATION**
   a. OHSAA agrees to pay DISTRICT in accordance with the *Fee Schedule* set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the DISTRICT's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.
   b. OHSAA shall pay DISTRICT an Administrative Fee in accordance with the attached *Addendum* not to exceed two hundred dollars ($200) per sports season to assist the DISTRICT in defraying costs in the treasurer's office for administering payroll and providing workers compensation insurance for the event workers. Through entering into this agreement, the DISTRICT understands the requirements present in Ohio Revised Code 3313.24 apply to this fee paid to the DISTRICT.

[1] District may refer to school district, nonpublic school or other entity with which the OHSAA is contracting for access to a facility.

c. DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at DISTRICT's site in accordance with the standards established by the OHSAA. The DISTRICT shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the DISTRICT make another selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.

d. The DISTRICT's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at DISTRICT's site. Furthermore, DISTRICT shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.

e. The DISTRICT shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Commissioner or Commissioner's designee.

4. **TICKETS**

a. **Printing:** Unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.

b. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Commissioner.

c. **Revenue:** All ticket revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.

d. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.

f. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be permitted admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.

g. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

5. **SUITABILITY**

DISTRICT shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff, and fans.

6. **INSURANCE**

a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than $1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.

b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of $1,000,000 per occurrence and $5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the DISTRICT requires additional insured status, OHSAA will provide that coverage as well. OHSAA must provide DISTRICT with a certificate of insurance showing the required coverage not less than 60 days in advance of the event.

c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.

d. The DISTRICT is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the DISTRICT to conduct the activities of the event.

7. **FOOD, BEVERAGES, AND NOVELTIES**

a. Concessions: The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.

b. Alcoholic Beverages: DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.

c. Tobacco Products: DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.

d. Signage: DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.

e. Merchandise / Novelties: DISTRICT agrees to allow OHSAA to sell merchandise / novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

8. **SPONSORSHIP, ADVERTISING AND PROMOTION**
   a. DISTRICT acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.

   b. OHSAA acknowledges that during the term of this Agreement, DISTRICT may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of DISTRICT'S rights, nothing about this acknowledgment or Agreement shall confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Assistant Commissioner for Corporate Sponsorships and Marketing relative to any such activities.

9. **MEDIA**
   a. DISTRICT agrees to waive any and all television, radio, video, film, photography and internet rights and / or access fees normally charged for events held at DISTRICT's facilities, and grants free and full access to media rights holders as needed. DISTRICT will pay any such fees not waived.

   b. DISTRICT will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. DISTRICT will pay any such fees not waived.

   c. Notwithstanding the foregoing provisions, DISTRICT shall not be responsible to facilities or access that do/does not already exist at DISTRICT's facility.

10. **CANCELLATION**
   a. DISTRICT shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of DISTRICT or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the DISTRICT or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the DISTRICT would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.

11. **STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT**
   a. DISTRICT shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, DISTRICT retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the DISTRICT. All such persons shall be supervised and controlled by DISTRICT as employees of the DISTRICT.

   b. The OHSAA shall provide all contest officials as independent contractors of both the DISTRICT and the OHSAA.

   c. DISTRICT shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations and shall hold OHSAA harmless from any omissions in employee classification, including , but not limited to the payment of fines, interest and penalties.

12. **PARKING**
    a. Parking for the event shall be provided at no cost to fans in lots designated for such purpose by DISTRICT. Such parking will be made available in lots on the premises. However, if DISTRICT has charged a parking fee during DISTRICT's regular season contest, DISTRICT may continue to charge the parking fee charged during the regular season not to exceed Three Dollars and 00/100 ($3.00) per vehicle. If parking is charged by the DISTRICT, the DISTRICT may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.
    b. DISTRICT shall provide free parking accommodations for OHSAA personnel and guests.

13. **FORCE MEJEURE**
    If DISTRICT is unable to give possession of the premises on the specified dates by reason of "Force Majeure," DISTRICT shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of DISTRICT.

14. **NO WAIVER**
    No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the DISTRICT and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

15. **GOVERNING LAW**
    This agreement shall be governed and construed under the laws of the State of Ohio.

16. **NOTICES**
    Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following addresses:

    OHSAA
    Attention: Assistant Commissioner Steve Neil
    4080 Roselea Place
    Columbus, OH 43214

17. **CAPTIONS**
    The captions at the beginning of each paragraph are inserted as a matter of convenience and for reference and in no way define, limit, or describe the scope of neither this Agreement, nor the intent or contention of any provisions contained herein.

18. **ENTIRE AGREEMENT**
    This Agreement includes all the terms and conditions agreed by the parties and shall be valid or binding upon the parties hereto. In the event the terms of this Agreement conflict with any past practices or verbal agreements, the terms of this Agreement shall supersede. This agreement may not be modified in any manner except by written agreement signed by all parties hereto.

Rev. 1/2014

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

By _____
Its Commissioner

Date _____

By _____
Its District Athletic Board Secretary
(for Sectional and District Events only)

Date

DISTRICT

By _____
Its Superintendent / Chief Executive Officer

Date _____

By _____
Its Treasurer / Chief Financial Officer

Date _____

Site Manager

_____

Contact Telephone

_____

SITE CONFIRMATION AGREEMENT

SECTIONAL OR DISTRICT TOURNAMENT

This ***CONFIRMATION OF TOURNAMENT SITE AGREEMENT*** is executed this 25th day of Jan., 2019 by and between the Ohio High School Athletic Association, dba the Northeast District (hereinafter "DAB"), and Wadsworth City Schools located at 524 Broad St., Wadsworth, OH 44281 (hereinafter ("SCHOOL-"DISTRICT"[1] or "FACILITY") {School or Facility-- Site Address @ Location of Event}

Whereas, District has previously indicated its desire to host certain tournament events throughout the 2018-2019 school year; and

Whereas, as the fall/winter/spring tournaments are about to begin, tournament site selections have been made by the DAB and District's site has been chosen to host one or more of these tournament events; and

Whereas, all terms and conditions of the Tournament Site Agreement have been agreed to-- except the dates of the events and the financial terms of this license;

Now therefore, in order to confirm the terms of the ***Tournament Site Agreement*** and to identify the times, dates and financial terms of that agreement, the parties hereto agree as follows:

1. LICENSE

a. DISTRICT agrees to license the premises known as Wadsworth High School located at 625 Broad St., Wadsworth, OH 44281 (hereinafter the "Facilities").
{Address of Event}

b. This license includes, but is not limited to the competition area, public areas, ~~spectator~~ stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA (SECTIONAL) DISTRICT (circle one) Tournament in the Sport of—List Specific Sport Girls Basketball.

c. The OHSAA Tournament Site Agreement General Terms and Conditions 2018-2019 are incorporated herein as if fully rewritten.

d. The times and dates for these tournament events are listed below.

Feb. 21, 2019	

2. LICENSE FEE

As and for further consideration of the Tournament Site Agreement, DAB agrees to pay District or Facility, the license fee of _____ ($_____) per day/per event.

Northeast District Athletic Board

By: Larry Acker, Secretary

_____
Signature

Site of Event Wadsworth High School

By: Brad Musgrave
Tourney Manager –Print Name

Brad Musgrave
Tourney Manager--Signature

Brad Musgrave
Print----CFO, CEO, Adm. Or A.D.

Athletic Director
Signature--CFO, CEO or Adm. Or A.D.

_____

OHSAA TOURNAMENT SITE AVAILABILITY AGREEMENT

"OHSAA"	"DISTRICT"
OHIO HIGH SCHOOL ATHLETIC ASSOCIATION **an unincorporated association** **4080 Roselea Place** **Columbus, Ohio 43214**	**[public school district or nonpublic school inserts name here-line below]** Wadsworth City Schools

This Tournament Site Availability Agreement is effective as of August 1, 2018, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2018-2019 school year.

District agrees to give and grant the OHSAA, including each District Athletic Board of the OHSAA, an exclusive license to use the District's premises/facilities for the purpose of conducting the OHSAA Sectional and/or District tournament contests in the sports indicated below in the event the OHSAA/DAB selects District as a host site.

_____**Boys Basketball**	_____**Gymnastics**
__X__**Girls Basketball**	_____ **Swimming/Diving**
_____Boys/Girls Bowling	_____Wrestling

For those tournament events that are set up by the OHSAA/DAB for the "better seeded team" to host the tournament contest, the District shall not charge the OHSAA/DAB a rental/license fee and the District further agrees to staff the tournament within the staffing fees defined by the OHSAA/DAB for the specific sport/contest.

Prior to any and all tournament contest commencing at District's premises and facilities, District will cause the premises to be inspected for any and all latent or patent defects and shall certify the premises safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

The parties hereto incorporate herein the **OHSAA Tournament Site Agreement General Terms and Conditions 2018-2019** as if fully rewritten herein. The parties represent and warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to District, these General Terms and Conditions are published on the OHSAA website at www.OHSAA.org.

District: Northeast

By: Larry Acker, Board Secretary

_____

(Signature)

Its: Secretary

OHSAA/District Athletic Board:

School Site: Wadsworth High School
{Print}

Tourney Manager Brad Musgrave
{Print}

Tourney Manager Brad Musgrave
(Signature)

Brad Musgrave
(Print)—CFO, CEO, Adm. Or A.D.

Its: Athletic Director
Signature--CEO: CFO: A.D. or Administrator

OHIO HIGH SCHOOL ATHLETIC ASSOCITIATION

TOURNAMENT SITE AGREEMENT

GENERAL TERMS AND CONDITIONS

PREMISES

a. DISTRICT hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.

b. DISTRICT shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

CONSIDERATION

a. OHSAA agrees to pay DISTRICT in accordance with the *Fee Schedule* set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the DISTRICT's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.

b. OHSAA shall pay DISTRICT an Administrative Fee in accordance with the attached *Addendum* to assist the DISTRICT in defraying costs in the treasurer's office for administering payroll and providing workers compensation insurance for the event workers. Through entering into this agreement, the DISTRICT understands the requirements present in Ohio Revised Code 3313.24 apply to this fee paid to the DISTRICT.

c. DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at DISTRICT's site in accordance with the standards established by the OHSAA. The DISTRICT shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the DISTRICT make another selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.

d. The DISTRICT's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at DISTRICT's site. Furthermore, DISTRICT shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.

e. The DISTRICT shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Executive Director or Executive Director's designee.

TICKETS AND OTHER REVENUES

a. **Printing:** Unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.

b. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors, and any deviations must be approved by the OHSAA Executive Director.

c. **Revenue:** All ticket and other revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events and any other revenues that are the subject matter of this AGREEMENT, and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.

d. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.

e. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.

f. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

INSURANCE

a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than $1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.

b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of $1,000,000 per occurrence and $5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the DISTRICT requires additional insured status, OHSAA will provide that coverage as well. OHSAA must provide DISTRICT with a certificate of insurance showing the required coverage not less than 60 days in advance of the event.

c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.

d. The DISTRICT is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the DISTRICT to conduct the activities of the event.

FOOD, BEVERAGES, AND NOVELTIES

a. Concessions: The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.

b. Alcoholic Beverages: DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.

c. Tobacco Products: DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.

d. Signage: DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.

e. Merchandise / Novelties: DISTRICT agrees to allow OHSAA to sell merchandise/novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

f. In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

SPONSORSHIP, ADVERTISING AND PROMOTION

a. DISTRICT acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.

b. OHSAA acknowledges that during the term of this Agreement, DISTRICT may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of DISTRICT'S rights, nothing about this acknowledgment or Agreement shall confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Director of Corporate Development relative to any such activities.

SUITABILITY

DISTRICT shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff and fans.

LICENSE, PERMITS

DISTRICT agrees, represents and warrants that DISTRICT has obtained any and all necessary permits, licenses and rights from all copyright holders and/or their agents for any and all music or works DISTRICT may play through DISTRICT'S public address system (or through any other system) before, during and after the subject contests and which music or works are protected by statutory or common-law copyrights or other proprietary law.

EMERGENCY ACTION PLAN

DISTRICT represents and warrants that it has developed and implemented an Emergency Action Plan in anticipation of a variety of emergencies reasonably foreseeable given the nature of facilities and events contemplated under this Agreement, that said Emergency Action Plan has been reviewed with all key personnel responsible for the implementation of the Plan in the event of an emergency and that said Emergency Action Plan is available for review by the OHSAA upon request.

MEDIA

a. DISTRICT agrees to waive any and all television, radio, video, film, photography and internet rights and/or access fees normally charged for events held at DISTRICT's facilities, and grants free and full access to media rights holders as needed. DISTRICT will pay any such fees not waived.

b. DISTRICT will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. DISTRICT will pay any such fees not waived.

c. Notwithstanding the foregoing provisions, DISTRICT shall not be responsible to facilities or access that do/does not already exist at DISTRICT's facility.

CANCELLATION

a. DISTRICT shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of DISTRICT or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the DISTRICT or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the DISTRICT would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.

STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT

a. DISTRICT shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, DISTRICT retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the DISTRICT. All such persons shall be supervised and controlled by DISTRICT as employees of the DISTRICT.

b. The OHSAA shall provide all contest officials as independent contractors of both the DISTRICT and the OHSAA.

c. DISTRICT shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations and shall hold OHSAA harmless from any omissions in employee classification, including, but not limited to the payment of fines, interest and penalties.

PARKING

a. Parking for the event shall be provided at no cost to fans in lots designated for such purpose by DISTRICT. Such parking will be made available in lots on the premises. However, if DISTRICT has charged a parking fee during DISTRICT's regular season contest, DISTRICT may continue to charge the parking fee charged during the regular season not to exceed Three Dollars and 00/100 ($3.00) per vehicle. If parking is charged by the DISTRICT, the DISTRICT may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.

b. DISTRICT shall provide free parking accommodations for OHSAA personnel and guests.

FORCE MEJEURE

If DISTRICT is unable to give possession of the premises on the specified dates by reason of "Force Majeure," DISTRICT shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of DISTRICT.

NO WAIVER

No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the DISTRICT and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Ohio.

NOTICES

Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following addresses:

_____ District Athletic Board

Attention:

_____

_____

With copy to:

OHSAA

4080 Roselea Place

Columbus, OH 43214

Attention: Jeffrey Jordan, Senior Director of Finance and Accounting

Guideline on Memorials for a Deceased Student

The Wadsworth City School District Board of Education recognizes that the loss of a student has a profound impact on students, staff and families. When a student passes away, the Wadsworth City School District Crisis Team, along with assistance from the Medina County Crisis Team, will put a plan in place to address the immediate needs of students, staff and families.

Once the initial response to the loss has occurred, focus may turn to memorials for the student, as memorials are an important part in the grieving and healing process. The purpose of this guideline is to set parameters on the type of memorials the Wadsworth City School District will present as options to the parent/guardian(s) of the deceased student.

Who Should be Considered for a Memorial: Any current Wadsworth City School District student who has passed away, regardless of the cause of death.

Who Makes the Decision on Whether to Memorialize a Deceased Student: The parent/guardian(s) of the deceased student make the final decision after being presented with a copy of this guideline.

Memorial Options: The following options are available to the parent/guardian(s):

- An "In Memoriam" section in the school yearbook. The memoriam can be included in the yearbook the year the student passed away or in what would have been the student's senior year yearbook;

- The opportunity for the parent/guardian(s) to purchase an ad in what would have been the student's senior year yearbook (as all parent/guardian(s) of seniors can do, the ad must adhere to the guidelines established by the high school administration);

- A moment of silence at commencement where those who were not able to be present, but who were part of the graduating class during their time in our school district are remembered; those who are deceased will have their name read aloud; and

- The establishment of a scholarship in the student's name, established and funded by the student's family, to be presented at the annual senior scholarship night.

~~This guideline will be reviewed periodically to ensure it continues to address the stated purpose.~~ This guideline will be reviewed annually to determine if any additions or deletions are warranted based on experiences.

Stark State
COLLEGE

Office of the President

January 28, 2019

Dear Superintendent:

Stark State College is pleased to continue collaborating with your district to provide high-quality, transferable College Credit Plus (CCP) courses to your students.
Please note that our annual Memorandum of Understanding (MOU) with your district (enclosed) continues to reflect the HB 49 changes from 2018, including:

- CCP tuition rate for classes taught at your high school and online will be the State of Ohio floor amount (TBD) x number of credit hours/course x number of students, as mandated by HB 49. Pricing for other modalities for CCP are reflected in the 2019/2020 MOU.
- In keeping with last year's process, the access codes required for some courses will be the responsibility of the school districts.
- To help offset the two items above, Stark State will continue to pick up the cost and management of all textbooks.

As you recall, the changes to HB 49 also imposed stricter student eligibility requirements for CCP, and in 2018 Stark State was able to secure a waiver by the Chancellor of the Ohio Department of Higher Education (ODHE) for students enrolled in *Learn to Earn* and other career and transfer pathways. Stark State is pursuing the waiver again and will be submitting the paperwork to ODHE in March.

Stark State also will continue to offer the course that allows students to earn the *OhioMeansJobs-Workforce Readiness Seal.* Additionally, we are working on materials that demonstrate pathways for students to earn up to 30 college credits towards a degree while in high school. Stark State's Coordinator of CCP/Career Tech Shelly McCombs is meeting with your schools to select classes for Fall, 2019 that best meet your students' needs, and she can answer questions about CCP, the *OMJ-Readiness Seal* and pathways that lead to students' college and career success.

Thank you for your continued partnership with CCP and other programs. We at Stark State College are committed to working with you to serve your students. If you have any questions, please call me at 330-494-6170 ext. 4204.

Sincerely,

Para M. Jones

Para M. Jones, Ph.D.
President

Enclosure

Memorandum of Understanding 2019-20

For College Credit Plus (CCP)

Between Stark State College and

Ohio Public and Private School Districts

The purpose of this Structure between an Ohio public and private school district (District) and Stark State College (College, Institution of Higher Education, IHE) is to outline the responsibilities and funding arrangements pertaining to College Credit Plus (CCP) courses taught by college faculty. College Credit Plus for this agreement is defined as providing high school students the opportunity to be enrolled in a college-level course or series of courses taught by the college and the IHE faculty. Upon successful completion of the course, the student will receive both high school graduation credit and college credit from the cooperating IHE. Stark State College and the school District will comply with all the laws, rules and timelines associated with College Credit Plus.
The District and Stark State College agree to the following:

Student Requirements:

1. Student must meet HB49 Eligibility Requirements for participation in the College Credit Plus program, unless requirements are waived or modified by the Chancellor. Stark State College will pursue waivers for all students and programs.

2. For acceptance into the program, the College will review the following application materials provided by the student:

    - Completed college application
    - High school transcripts
    - All Stark State College entrance requirements, including appropriate scores on ACCUPLACER or ACT tests

1. Completion of the "Succeeding Online Orientation" course at least one week prior to the start of the online college course, in accordance with Stark State's calendar.

2. For online courses, student must have basic computer skills, such as sending email, attaching files to email, accessing the Internet, and word processing skills.

3. The student is responsible for gaining access to a computer and Internet that meet the IHE requirements for students to complete assignments outside the normal school day.

Program Requirements:

4. All College Credit Plus courses must be non-remedial.

5. All College Credit Plus courses should be transferable with a grade of C or better.

6. The District will use the IHE text, materials, equipment, course syllabus and assessments.

7. College Credit Plus Blended classrooms (containing both CCP students and non-CCP students) must have different learning expectations outlined on the syllabi provided by the CCP high school adjunct. Stark State College faculty will assist CCP high school adjuncts, as needed, with syllabi.

8. In accordance with HB 49, the district shall pay the established State of Ohio floor rate (TBD) per credit hour taken at the high school or online.

9. When classes are held at the high school or online, Stark State College will provide the text-book. Stark State College also will manage the textbooks for the districts with assistance from the high schools. Please designate the person in your district who will work with the Stark State's CCP Book Store.

   Chris Sieber (Name)

   csieber@wadsworthschools.org (Email)

10. As in the past, the district will provide the books for students who take courses on Stark State College's campus.

11. When an access code is required for a course taken at the high school, online, or on Stark State's campus, the district will be responsible for the cost of the code.

12. The District and the IHE will jointly provide student support such as counseling and tutoring. Using the IHE's Learning Management System, the IHE will assign each student an academic advisor and inform the student of the academic no-fault drop course date.

13. Once students have completed the course(s), the IHE will submit official grades to the District in a timely manner.

14. The District and the IHE will implement the policies and procedures of the administrative rule for College Credit Plus underperforming students.

15. IHE and District agree that they will provide any necessary information needed for required College Credit Plus data collection.

16. The IHE and the District will collaborate annually on College Credit Plus informational meetings for parents and students.

17. Teachers must meet Ohio Department of Higher Education and college guidelines for adjunct status.

18. The IHE will provide faculty to serve as mentors to adjunct faculty members to ensure that College-level work is maintained. College mentors will supply adjunct faculty members with all the required instructional materials and will schedule classroom observations, as required by College Credit Plus guidelines.

19. College Credit Plus adjunct faculty members will participate in at least three hours of Stark State faculty orientation and professional development activities, as required by College Credit Plus guidelines.

20. The IHE will provide adjunct faculty with course evaluations to be administered to students upon completion of the college course.

21. For online courses, the District will provide qualified high school teachers who will meet with students on a regular basis and provide face-to-face student support. Online instruction will be provided by the IHE faculty member.

22. At least one week prior to the start of the online course, supporting high school teachers must complete the online training course, "Succeeding Online Orientation."

23. Online courses will follow the IHE semester calendar.

Financial Structure:

24. Neither IHE nor District will charge tuition or fees to students.

25. The host institution of each laboratory course will provide all equipment and supplies that are normally kept in the laboratory. This includes weights, measures and glassware. The host institution will provide lab kits containing all required tools and safety equipment. There will be no reimbursement of the initial costs for providing such items between the Parties.

26. When Stark State is the host institution, the district will be responsible for the cost of replacing items from the lab kits that are not returned to the IHE in good condition, normal wear and tear expected. They are considered no different than a damaged or missing textbook.

27. The District will pay the IHE for course fees and service fees that have been established to pay a third party for a service required for the student to participate in their course or field of study. These include individual course fees to cover the cost of consumables, health screenings, health records management, background checks, uniforms and other fees**.**

28. Tuition for students who withdraw from College Credit Plus courses will be in accordance with applicable rules. District will have College Credit Plus tuition deducted from their foundation funds, as applicable, based on this agreement and College Credit Plus rules and timeline.

29. The IHE will retain all State Share of Instruction (SSI) funds for students completing all CCP courses.

30. In accordance with HB 49, the district will be charged tuition rates as follow:

    A. $118/semester credit hour for classes taken at a location operated by the IHE

    B. **State of Ohio floor amount (TBD)/semester credit hour for classes taken at a location operated by the District and taught by an IHE faculty member who is also a faculty member of the District. Stark State College will continue to pick up the cost and management of all textbooks.**

    C. State of Ohio floor amount (TBD)/semester credit hour for classes taken online taught by IHE faculty member. Stark State College will continue to pick up the cost and management of all textbooks.

    D. $82/semester credit hour for classes taken at a location operated by the District and taught by an IHE faculty member who is not also a faculty member of the District.

31. For courses taught by an IHE faculty member who is not a faculty member of the District, the College reserves the right to cancel the class if a minimum number of students is not enrolled; this will vary depending on the number of credit hours in the course and contact load hours for the faculty member.

This agreement supersedes all previous agreements.

Term of Agreement

The term of this agreement shall be for the 2019-20 academic year, including the Summer session in 2019. This agreement cannot be used by either party to limit participation of a student enrolling in courses that are not part of this agreement.

The parties listed below are in agreement with the above-stated conditions.

IHE: Stark State College

IHE President _____ Date _____

School District _____

Superintendent _____ Date _____

SITE CONFIRMATION AGREEMENT

SECTIONAL OR DISTRICT TOURNAMENT

This ***CONFIRMATION OF TOURNAMENT SITE AGREEMENT*** is executed this 7th day of Feb., 2019 by and between the Ohio High School Athletic Association, dba the Northeast District (hereinafter "DAB"), and Wadsworth City Schools located at 524 Broad St, Wadsworth, OH 44281 (hereinafter ("SCHOOL-"DISTRICT"1 or "FACILITY") {School or Facility– Site Address @ Location of Event}

Whereas, District has previously indicated its desire to host certain tournament events throughout the 2018-2019 school year; and

Whereas, as the fall/winter/spring tournaments are about to begin, tournament site selections have been made by the DAB and District's site has been chosen to host one or more of these tournament events; and

Whereas, all terms and conditions of the Tournament Site Agreement have been agreed to-- except the dates of the events and the financial terms of this license;

*Now therefore, in order to confirm the terms of the **Tournament Site Agreement** and to identify the times, dates and* financial terms of that agreement, the parties hereto agree as follows:

1. LICENSE

a. DISTRICT agrees to license the premises known as Wadsworth High School located at 625 Broad St, Wadsworth, OH 44281 (hereinafter the "Facilities").
{Address of Event}

b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA (SECTIONAL) DISTRICT (circle one) Tournament in the Sport of—List Specific Sport Wrestling.

c. The OHSAA Tournament Site Agreement General Terms and Conditions 2018-2019 are incorporated herein as if fully rewritten.

d. The times and dates for these tournament events are listed below.

Feb. 23, 2019	

2. LICENSE FEE

As and for further consideration of the Tournament Site Agreement, DAB agrees to pay District or Facility, the license fee of ——— (($ ———) per day/per event.

Northeast District Athletic Board

By: Larry Acker, Secretary

Signature

Site of Event Wadsworth High School

By: Sam Brandenburg
Tourney Manager –Print Name

Sam Brandenburg
Tourney Manager–Signature

Brad Musgrave - AD
Print—CFO, CEO, Adm. Or A.D.

Brad Musgrave - AD
Signature–CFO, CEO or Adm. Or A.D.

OHSAA TOURNAMENT SITE AVAILABILITY AGREEMENT

"OHSAA" **"DISTRICT"**

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION **an unincorporated association** **4080 Roselea Place** **Columbus, Ohio 43214**	**[public school district or nonpublic school inserts name here-line below]** Wadsworth City Schools

This Tournament Site Availability Agreement is effective as of August 1, 2018, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2018-2019 school year.

District agrees to give and grant the OHSAA, including each District Athletic Board of the OHSAA, an exclusive license to use the District's premises/facilities for the purpose of conducting the OHSAA Sectional and/or District tournament contests in the sports indicated below in the event the OHSAA/DAB selects District as a host site.

_____**Boys Basketball**	_____**Gymnastics**
_____**Girls Basketball**	_____ **Swimming/Diving**
_____Boys/Girls Bowling	__X__Wrestling

For those tournament events that are set up by the OHSAA/DAB for the "better seeded team" to host the tournament contest, the District shall not charge the OHSAA/DAB a rental/license fee and the District further agrees to staff the tournament within the staffing fees defined by the OHSAA/DAB for the specific sport/contest.

Prior to any and all tournament contest commencing at District's premises and facilities, District will cause the premises to be inspected for any and all latent or patent defects and shall certify the premises safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

The parties hereto incorporate herein the **OHSAA Tournament Site Agreement General Terms and Conditions 2018-2019** as if fully rewritten herein. The parties represent and warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to District, these General Terms and Conditions are published on the OHSAA website at www.OHSAA.org.

District: Northeast

By: Larry Acker, Board Secretary

_____

(Signature)

Its: Secretary

OHSAA/District Athletic Board:

School Site: Wadsworth High School
{Print}

Tourney Manager Brad Musgrave
{Print}

Tourney Manager Brad Musgrave
(Signature)

Brad Musgrave
(Print)—CFO, CEO, Adm. Or A.D.

Its: Athletic Director
Signature--CEO: CFO: A.D. or Administrator

Educational Service Center of Medina County
"Stepping Up to Excellence"

SERVICE AGREEMENT

TYPE

New

✓ Amendment

TERMS OF ASSURANCES

This agreement will be in effect for the Fiscal Year 2019 (August 1, 2018 - July 31, 2019)

BETWEEN

1. The Educational Service Center of Medina County
2. The Wadsworth City School District

SERVICES TO BE PERFORMED	AMOUNT TO BE BILLED
American Sign Language Interpreter (ASL)	$47.00/hr x 25.5/hrs = $1,198.50

Fiscal/Facility Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Wadsworth City School District
will be billed on a monthly basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus fiscal fee for the service specified in this agreement.

For the Educational Service Center of Medina County

Treasurer — Date: 2/1/19

Superintendent — Date: 2/1/19

For the Wadsworth City School District

Treasurer — Date

Superintendent — Date

With regard to any therapy services provided by the ESC pursurant to the Agreement, the ESC (1) will comly with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

REEVALUATION SERVICES CONTRACT

2019 ~~2018~~ This Agreement made and entered into this 11th day of February, by and between the Wadsworth Local School District, hereinafter called the District, and East Central Ohio Educational Service Center, hereinafter called the Contractor.

WITNESSETH:

The Contractor agrees to provide School Psychologist Services Re-evaluation Services for a student, [redacted], who has been placed at Fox Run Center, and who has a pending re-evaluation, to the District upon the following terms and conditions:

1. The Contractor shall provide Reevaluation Services on behalf of the District for students who have reevaluations due during their stay in the Fox Run Center.
2. The staff assigned by the Contractor for the purpose of re-evaluation shall work closely with the District's Administration and Special Education Director.
3. The re-evaluation activities will be conducted according to State policies and procedures, and according to required timelines unless it is clearly not feasible to meet these timelines.
4. The Contractor will provide an accounting of services provided at the time of billing, and
5. The Contractor and District will adhere to the procedures described in Attachment A.

PAYMENT PROCEDURES:

The District shall pay to the Contractor as full compensation for any and all services rendered by the Contractor pursuant to the terms and invoice conditions of the Agreement the sum of Six Hundred Fifty and 00/100 Dollars ($650.00) upon completion of the re-evaluation.

TERM OF AGREEMENT:

The Agreement shall be in force and effect for the 2018-2019 school year.

District Superintendent	ECOESC Superintendent
Date	Date

REEVALUATION SERVICES CONTRACT

Attachment A
Contract Terms

The East Central Ohio Educational Service Center (ECOESC) will provide re-evaluation services according to the following terms and conditions:

- Re-evaluation services will be provided by qualified, appropriately licensed staff.
- Re-evaluation services will be provided at the student's placement location.
- ECOESC staff, in consultation with the school district staff, will plan re-evaluation activities.
- ECOESC staff will prepare notification materials and obtain parent consent for the re-evaluation activities.
- ECOESC staff will schedule post assessment conferencing and provide parents and the school district with a copy of the evaluation team report (ETR).
- A finalized copy of the evaluation team report will be mailed to the district and parents.
- ECOESC will furnish assessment materials.
- Basic costs for transportation, including travel time, related to core evaluation functions are included in the base fee. Extended travel beyond the scope of the planned evaluation will be billed to the district, with prior approval given by the district BR 8/8/19
- The ECOESC evaluation team chairperson will conduct the post assessment meeting to present the evaluation team report.

CONTRACT FOR CHILDREN WITH DISABILITIES
OPEN ENROLLMENT

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)

District of Attendance

The Cloverleaf Local Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) listed below with the Wadsworth City School Board of Education (District of Residence) for educational purposes for the school year of 2018 - 2019.

The Wadsworth City School Board of Education (District of Residence) hereby agrees to pay to the Cloverleaf Local School Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Cloverleaf Local Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

Name of Student	Address of Student
[redacted]	[redacted]

District of Attendance Superintendent Signature — Date 2/4/19

District of Attendance Treasurer Signature — Date 02/04/2019

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2018 – 2019.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

```
-- 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  5-FEB-2019 19:11:28.52
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Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
001 0000 GENERAL FUND:								
15,443,472.15	2,485,367.12	29,176,029.67	3,614,275.96	26,728,577.13	17,890,924.69	3,211,721.76	14,679,202.93	
001 9001 GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT								
41,240.58	421.60	9,578.99	17,500.00	17,955.00	32,864.57	0.00	32,864.57	
001 9002 GENERAL FUND: FOOD SERV. DONATIONS								
284.27-	16.86	636.87	0.00	0.00	352.60	0.00	352.60	
TOTAL FOR Fund 001 - GENERAL:								
15,484,428.46	2,485,805.58	29,186,245.53	3,631,775.96	26,746,532.13	17,924,141.86	3,211,721.76	14,712,420.10	
002 0000 BOND RETIREMENT SERIES 98,99,00 ISSUES								
2,796,486.28	63,230.00	1,125,161.26	0.00	2,294,209.75	1,627,437.79	0.00	1,627,437.79	
002 9300 BOND RETIRE LIBRARY 2001								
483,926.63	9,870.00	175,795.14	0.00	370,537.48	289,184.29	0.00	289,184.29	
002 9400 BOND RETIRE: 2008 BONDS ($65,650,000)								
2,140,202.57	116,712.62	24,988,205.69	0.00	25,511,510.67	1,616,897.59	0.00	1,616,897.59	
TOTAL FOR Fund 002 - BOND RETIREMENT:								
5,420,615.48	189,812.62	26,289,162.09	0.00	28,176,257.90	3,533,519.67	0.00	3,533,519.67	
003 900C COMMUNITY CENTER ENTERPRISE FUND								
155,292.30	25,272.00	25,272.00	0.00	1,500.00	179,064.30	38,073.15	140,991.15	
003 900S SUMMA HOSPITAL ENTERPRISE FUND								
38,347.62	0.00	0.00	956.00	956.00	37,391.62	4,000.00	33,391.62	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:								
193,639.92	25,272.00	25,272.00	956.00	2,456.00	216,455.92	42,073.15	174,382.77	
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	66,963.33	447,916.73	63,309.03	453,487.55	962,722.08	391,101.57	571,620.51	
006 9001 FOOD SERVICE FEDERAL AWARD:								
0.00	0.00	134,993.90	29,940.98	226,734.13	91,740.23-	0.00	91,740.23-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 006 - FOOD SERVICE:								
968,292.90	66,963.33	582,910.63	93,250.01	680,221.68	870,981.85	391,101.57	479,880.28	
007 900S SAFETY TOWN FUND								
0.00	0.00	3,685.03	0.00	0.00	3,685.03	0.00	3,685.03	
TOTAL FOR Fund 007 - SPECIAL TRUST:								
0.00	0.00	3,685.03	0.00	0.00	3,685.03	0.00	3,685.03	
009 0000 UNIFORM SCHOOL SUPPLIES FUND								
22,490.88	540.00	7,434.60	2,721.98	14,299.89	15,625.59	11,354.64	4,270.95	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:								
22,490.88	540.00	7,434.60	2,721.98	14,299.89	15,625.59	11,354.64	4,270.95	
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	3,198.50	13,309.50	14,266.01	99,153.36	37,876.17	53,610.74	15,734.57-	
011 9001 C.T. CUSTOMER SERV AUTOMOTIVES								
0.00	306.39	2,894.37	3,227.39	7,712.60	4,818.23-	10,119.51	14,937.74-	
011 9002 C.T. CUSTOMER SERV JR CARPENTRY								
0.00	70.62	70.62	0.00	9,393.59	9,322.97-	18,606.41	27,929.38-	
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:								
123,720.03	3,575.51	16,274.49	17,493.40	116,259.55	23,734.97	82,336.66	58,601.69-	
013 900C COMMUNITY CENTER/WHS OPERATING FUND								
24,075.69	28,057.45	28,057.45	3,496.00	14,614.59	37,518.55	13,263.80	24,254.75	
TOTAL FOR Fund 013 - RECREATION:								
24,075.69	28,057.45	28,057.45	3,496.00	14,614.59	37,518.55	13,263.80	24,254.75	
014 0000 FOUR CITIES CAREER TECH COMPACT FUND								
106,698.88	0.00	0.00	19,643.90	139,787.29	33,088.41-	20,686.83	53,775.24-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
014 9001 FOUR CITIES: FIRST PROGRAM (NORTON)								
0.01	0.00	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	19,643.90	139,787.29	33,088.40-	20,686.83	53,775.23-	
018 973C FOUR CITY CTA COMPACT DIRECTORS FUND								
2.31	0.00	598.00	598.00	598.00	2.31	0.00	2.31	
018 974A CENTRAL OFFICE ADMINISTRATORS FUND								
4,672.89	0.00	3,121.88	0.00	470.72	7,324.05	358.81	6,965.24	
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	859.75	10,328.39	1,642.87	6,584.69	18,853.58	14,627.30	4,226.28	
018 974T TRANSPORTATION 018 ACCOUNT								
1,351.16	0.00	536.00	0.00	113.47	1,773.69	450.00	1,323.69	
018 975F FRANKLIN SCHOOL PRINCIPAL'S FUND								
4,092.61	1,681.14	8,069.10	1,278.80	7,356.63	4,805.08	9,744.55	4,939.47-	
018 976I ISHAM SCHOOL PRINCIPAL'S FUND								
2,765.75	503.41	24,875.60	1,393.81	17,436.98	10,204.37	2,035.28	8,169.09	
018 977L LINCOLN SCHOOL PRINCIPAL'S FUND								
10,090.46	1,203.50	6,498.13	715.52	4,790.42	11,798.17	2,989.45	8,808.72	
018 978O OVERLOOK SCHOOL PRINCIPAL'S FUND								
7,023.56	240.50	9,052.48	474.81	10,104.57	5,971.47	6,496.96	525.49-	
018 979V VALLEY VIEW PRINCIPAL'S FUND								
7,132.28	1,167.78	7,344.98	1,001.46	7,312.14	7,165.12	2,301.78	4,863.34	
018 980D WMS: DOLLARS FOR DENIM PAY IT FORWARD								
482.66	0.00	760.00	0.00	52.00	1,190.66	298.00	892.66	
018 980M WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND								
2,494.02	2,470.00	15,723.27	1,675.57	6,635.12	11,582.17	10,775.75	806.42	
018 981D WHS: DOLLARS FOR DENIM PAY IT FORWARD								
1,864.04	120.00	1,809.00	0.00	0.00	3,673.04	0.00	3,673.04	
018 981H HIGH SCHOOL PRINCIPAL'S FUND								
432.74-	629.00	18,517.12	288.65	9,821.30	8,263.08	8,677.92	414.84-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:							
62,717.38	8,875.08	107,233.95	9,069.49	71,276.04	98,675.29	58,755.80	39,919.49
019 9024 TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING							
1,177.51	0.00	0.00	0.00	1,177.51	0.00	0.00	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	0.00	477.19	2,864.17	0.00	2,864.17
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	0.00	45,120.10	9,261.10-	2,433.07	11,694.17-
019 9114 BELIEVE IN OHIO GRANT WHS (FY2016)							
636.12	0.00	100.00	0.00	317.68	418.44	46.57	371.87
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	19,000.00	57,000.00	5,396.31	31,564.36	25,435.64	568.15	24,867.49
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	1,865.00	9,039.93	20,710.07	651.25	20,058.82
019 9404 TECH PREP: NETWORKING TECHNOLOGY							
2,835.34	0.00	0.00	0.00	62.81	2,772.53	0.00	2,772.53
019 9407 TECH PREP: ATHLETIC, HEALTH CARE GRANT							
5,653.10	0.00	0.00	886.10	886.10	4,767.00	4,767.00	0.00

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank 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	1,468.99	1,468.99	966.01	1,366.92	400.91-	
019 9605 TECH PREP: FY06 WEB PROGRAMING TECH PREP								
1,127.68	0.00	0.00	0.00	1,127.68	0.00	0.00	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	8,000.00	0.00	3,265.00	7,858.88	8,000.00	141.12-	
019 9806 TECH PREP: FY08 MARKETING WADSWORTH								
1,004.49	0.00	0.00	268.49	988.01	16.48	188.75	172.27-	
019 9901 TECH PREP: FY09 J VANKIRK COMPUTER TRAINING								
383.08	0.00	0.00	383.08	383.08	0.00	383.08	383.08-	
TOTAL FOR Fund 019 - OTHER GRANT:								
99,921.03	19,000.00	69,560.00	10,267.97	111,015.20	58,465.83	19,994.24	38,471.59	
020 0000 BEAR CUB ACADEMY								
58,711.36	20,626.75	132,901.38	17,966.07	140,755.98	50,856.76	31,998.16	18,858.60	
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:								
58,711.36	20,626.75	132,901.38	17,966.07	140,755.98	50,856.76	31,998.16	18,858.60	
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	0.00	10,000.00	120.00	5,209.45	14,701.14	890.00	13,811.14	
022 9091 L & J FUND: FIELD TRIP FUND								
7,720.56	0.00	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	0.00	693.89	1,476.63	0.00	1,476.63	
022 9516 OHSAA TOURNAMENT: FOOTBALL								
91.12	0.00	17,159.00	0.00	17,094.92	155.20	1,800.00	1,644.80-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
022 9528 OHSAA TOURNAMENT: WRESTLING								
972.02	0.00	0.00	0.00	0.00	972.02	2,280.00	1,307.98-	
022 9532 OHSAA TOURNAMENT: GIRLS BASKETBALL								
108.94	0.00	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	0.00	1,431.92	452.89-	2.80	455.69-	
022 9536 OHSAA TOURNAMENT: GIRLS LACROSSE								
45.36	0.00	0.00	0.00	0.00	45.36	0.00	45.36	
TOTAL FOR Fund 022 - DISTRICT AGENCY:								
19,980.64	0.00	39,373.00	120.00	24,430.18	34,923.46	4,972.80	29,950.66	
024 0000 WCSD EMPLOYEE BENEFITS INSURANCE FUND								
61,980.03	19,034.55	133,292.82	32,456.97	179,281.37	15,991.48	97,891.48	81,900.00-	
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:								
61,980.03	19,034.55	133,292.82	32,456.97	179,281.37	15,991.48	97,891.48	81,900.00-	
029 0000 FRANK H. CLOSE SCHOLARSHIP FUND								
185.04	0.00	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	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	0.00	1.66	0.00	1.66	
029 9005 KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP								
8,203.29	0.00	0.00	340.00	640.00	7,563.29	1,482.00	6,081.29	
029 9006 MACKEY SCHOLARSHIP								
22,163.46	0.00	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	1,000.00	23,425.94	
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	340.00	955.67	103,324.29	6,982.00	96,342.29	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
034 0000 CLASSROOM FACILITIES MAINTENANCE FUND								
2,177,441.50	0.00	0.00	55,820.00	117,215.47	2,060,226.03	13,000.00	2,047,226.03	
TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.:								
2,177,441.50	0.00	0.00	55,820.00	117,215.47	2,060,226.03	13,000.00	2,047,226.03	
071 0000 SALES TAX: PERM. IMPROVEMENTS FUND								
2,518,108.11	586,056.35	1,684,277.77	0.00	1,169,406.28	3,032,979.60	0.00	3,032,979.60	
TOTAL FOR Fund 071 - CAPITAL GRANTS:								
2,518,108.11	586,056.35	1,684,277.77	0.00	1,169,406.28	3,032,979.60	0.00	3,032,979.60	
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 ACTIVTY 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	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
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	1,540.00	1,898.47	
200 918W CLASS OF 2018								
1,895.69	0.00	150.00	0.00	0.00	2,045.69	2,000.00	45.69	
200 919H SPEECH AND DEBATE TEAM								
1,933.33-	2,282.06	7,323.37	2,961.99	9,891.81	4,501.77-	11,738.10	16,239.87-	
200 919W CLASS OF 2019								
1,717.90	400.00	5,061.60	0.00	1,000.00	5,779.50	24,662.00	18,882.50-	
200 920H N. H. S.								
198.68-	0.00	719.12	0.00	385.00	135.44	300.00	164.56-	
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	0.00	665.00	59.99	339.16	5,799.65	1,423.41	4,376.24	
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	410.00	2,585.00	440.00	4,513.02	1,550.85	1,479.29	71.56	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
200 924H STUDENT COUNCIL							
13,599.29	0.00	19,397.00	1,337.94	15,974.84	17,021.45	10,213.06	6,808.39
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	145.00	5,034.00	752.00	2,721.43	3,487.15	14,588.75	11,101.60-
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	236.00	855.95	0.00	402.53	453.42	1,807.11	1,353.69-
200 931H MEDIA COMMUNICATIONS WHS							
566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76
200 932H WHS SPECRUM CLUB							
0.00	0.00	50.00	0.00	0.00	50.00	0.00	50.00
200 945H AUTOMOTIVES							
617.50	0.00	964.25	0.00	0.00	1,581.75	600.00	981.75
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	0.00	8,914.80	290.00	4,851.34	11,414.77	8,126.12	3,288.65
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:							
46,574.07	3,473.06	54,220.09	5,841.92	40,079.13	60,715.03	78,477.84	17,762.81-
300 0000 WHS ATHLETICS							
31,308.40-	21,645.40	162,387.67	14,791.78	140,914.35	9,835.08-	56,929.19	66,764.27-
300 900A WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE							
0.95	4,597.50	6,002.50	0.00	905.00	5,098.45	0.00	5,098.45
300 900H WHS BAND UNIFORM REPLACEMENT							
69,993.49	46,426.00	46,426.00	113,909.49	113,909.49	2,510.00	0.00	2,510.00
300 900R WHS ATHLETICS-ROTARY							
1,108.84-	8,399.00	37,367.75	4,903.00	34,018.13	2,240.78	24,408.62	22,167.84-

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300 902H WHS JOURNALISM / BRUIN FUND								
4,652.51	105.00	8,715.50	1,174.00	3,453.16	9,914.85	10,240.55	325.70-	
300 910H WHS DRAMA FUND								
12,052.86	0.00	9,620.00	23.86-	7,600.54	14,072.32	21,911.09	7,838.77-	
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	4,805.50	44,005.45	2,593.60	30,908.21	18,460.54	26,985.42	8,524.88-	
300 918M WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT								
2,298.56-	8,415.00	45,720.01	698.69	30,974.95	12,446.50	20,670.54	8,224.04-	
300 918S WHS SHOW CHOIR								
1,715.88	0.00	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	235.00	235.00	0.00	3,058.89	1,558.35	1,026.31	532.04	
300 9512 ATHLETIC CAMPS: BOYS BASKETBALL								
10,315.91	0.00	10,892.00	1,351.92	12,060.62	9,147.29	3,014.86	6,132.43	
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	345.00	26,368.00	1,371.34	43,883.10	4,892.50	6,013.53	1,121.03-	
300 9523 ATHLETIC CAMPS: CROSS COUNTRY								
1,025.65	0.00	0.00	0.00	343.06	682.59	377.04	305.55	
300 9528 ATHLETIC CAMPS: WRESTLING								
1,884.20-	1,937.00	2,722.00	0.00	1,126.99	289.19-	3,542.46	3,831.65-	
300 9532 ATHLETIC CAMPS: GIRLS BASKETBALL								
21,130.92	0.00	6,486.00	580.10	8,396.24	19,220.68	1,882.54	17,338.14	
300 9534 ATHLETIC CAMPS: SOFTBALL CAMP								
741.78	0.00	790.00	0.00	90.00	1,441.78	0.00	1,441.78	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
300 9535 ATHLETIC CAMPS: VOLLEYBALL							
7,577.29	0.00	122.50	0.00	4,796.98	2,902.81	270.00	2,632.81
300 9544 ATHLETIC CAMPS: GIRLS GOLF FUND							
995.00	0.00	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	179.00	2,627.95	3,716.57	1,700.00	2,016.57
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	170.00	5,753.50	0.00	7,180.11	19,532.51	10,455.95	9,076.56
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
168,279.85	97,080.40	421,725.56	141,529.06	457,729.39	132,276.02	190,249.67	57,973.65-
401 9018 AUX SERVICES FY 2018 SACRED HEART							
2,776.69	0.00	0.00	0.00	2,776.69	0.00	0.00	0.00
401 9019 AUX SERVICES FY19: SACRED HEART							
0.00	0.00	111,722.31	6,426.47	117,690.04	5,967.73-	77,223.50	83,191.23-
TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
2,776.69	0.00	111,722.31	6,426.47	120,466.73	5,967.73-	77,223.50	83,191.23-
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	0.00	2,591.88	1,250.00	1,250.00	1,341.88	0.00	1,341.88
499 919W OH SCHOOL SAFETY GRANT: WADSWORTH CSD FY19							
0.00	0.00	25,882.65	0.00	0.00	25,882.65	19,890.00	5,992.65

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN								
27,857.51	0.00	30,446.53	1,250.00	7,337.42	50,966.62	21,467.86	29,498.76	
516 9018 IDEA-B FED GRANT FY 2018								
5,297.58	0.00	86,961.79	0.00	92,259.37	0.00	0.00	0.00	
516 9019 IDEA-B FED GRANT FY 2019								
0.00	315,068.03	315,068.03	68,525.15	396,398.33	81,330.30-	25,647.29	106,977.59-	
516 919R IDEA-B RESTORATION GRANT FY2019								
0.00	0.00	0.00	14,971.73	44,734.98	44,734.98-	0.00	44,734.98-	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:								
5,297.58	315,068.03	402,029.82	83,496.88	533,392.68	126,065.28-	25,647.29	151,712.57-	
524 9018 CARL PERKINS FY 2018								
0.00	0.00	181,443.28	0.00	181,443.28	0.00	0.00	0.00	
524 9019 CARL PERKINS: FY 2019								
0.00	63,036.05	63,036.05	14,024.07	78,117.16	15,081.11-	0.00	15,081.11-	
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198								
0.00	63,036.05	244,479.33	14,024.07	259,560.44	15,081.11-	0.00	15,081.11-	
572 9018 TITLE I: FY 2018								
0.00	0.00	65,734.21	0.00	65,734.21	0.00	0.00	0.00	
572 9019 TITLE ONE FY 2019								
0.00	142,944.55	142,944.55	31,047.08	177,188.01	34,243.46-	0.00	34,243.46-	
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE								
0.00	142,944.55	208,678.76	31,047.08	242,922.22	34,243.46-	0.00	34,243.46-	
590 9018 IMPRV. TEAC. QUALITY GRANT								
1,969.59	0.00	6,240.96	0.00	8,210.55	0.00	0.00	0.00	
590 9019 TITLE II-A SUPP EFF INST FY 19								
0.00	32,371.92	32,371.92	7,193.76	39,667.46	7,295.54-	4,957.22	12,252.76-	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:								
1,969.59	32,371.92	38,612.88	7,193.76	47,878.01	7,295.54-	4,957.22	12,252.76-	
599 9018 IV-A STUDENT SUPPORT GRANT FY18								
0.00	0.00	9,477.45	0.00	9,477.45	0.00	0.00	0.00	
599 9019 IV-A STUDENT SUPPORT GRANT FY19								
0.00	0.00	0.00	15,000.00	15,000.00	15,000.00-	7,243.23	22,243.23-	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND	0.00	0.00	9,477.45	15,000.00	24,477.45	15,000.00-	7,243.23	22,243.23-	
GRAND TOTALS:	33,335,170.30	4,107,593.23	59,834,773.47	4,201,186.99	63,506,809.91	29,663,133.86	4,432,688.17	25,230,445.69	

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
JANUARY 2019

General Fund
Budget to Actual Report

	FY 2019 Budget	FY 2019 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 15,484,428**	**$ 15,484,428**			
Total Revenue	**$ 50,486,131**	**$ 29,186,246**	**$ (21,299,885)**	**57.8%**	58.3%
Expenditures:					
Salaries and Wages	$ 27,446,648	$ 15,509,368	$ (11,937,280)	56.5%	57.69%
Employee Fringe Benefits	$ 10,220,312	$ 5,850,371	$ (4,369,941)	57.2%	58.3%
Purchased Services	$ 6,833,138	$ 3,536,795	$ (3,296,343)	51.8%	58.3%
Supplies and Materials	$ 1,929,846	$ 1,100,707	$ (829,139)	57.0%	58.3%
Capital Outlay	$ 724,549	$ 493,206	$ (231,343)	68.1%	58.3%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 446,278	$ 240,585	$ (205,693)	53.9%	58.3%
Transfers/ Advances out	$ 50,000	$ 15,500	$ (34,500)	31.0%	58.3%
Total Expenditures	**$ 47,650,771**	**$ 26,746,532**	**$ (20,904,239)**	**56.1%**	58.3%
Revenue over (under) Expenditures	**$ 2,835,360**	**$ 2,439,713**			
Ending Cash Balance	**$ 18,319,788**	**$ 17,924,141**			
Encumbrances		**$ 3,211,722**			62.87%
Available Unencumbered Balance		**$ 14,712,420**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 4,107,593.23**
Total Expenditures Current Month All Funds	**$ 4,201,186.99**
Total Month End Cash Balance	**$ 29,663,133.86**

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	**$ 63,506,809.91**
Fiscal Year To Date % expended All Funds	**67.3%**