Table of Contents

BoE Mtg. Agenda 7.29.2019
BoE Mtg. Minutes 7.8.2019
Resume (S. McCafferty)
Resume (E. Foster)
SUMMA Health System Agreement
Engineered Logic Proposal

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
JULY 29, 2019, 6:00 P.M.
CHARLES R. PARSONS ADMINISTRATION BUILDING, 524 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Resignations

   a) Amanda Adams, Non-teaching Employee, eff. 7/10/2019
   b) Sharon Cotrufo, Non-teaching Employee, eff.7/17/2019
   c) Taylor Lundin, Volunteer Girls Soccer Coach (supplemental contract)
   d) Justina Kline, Non-teaching Employee, eff. 7/10/2019
   e) Megan Bruno, Prevention Specialist, eff. 7/25/2019
   f) Rebecca Tetlow, Non-teaching Employee, eff. 7/24/2019
   g) Sharon Decker, Non-teaching Employee, eff. 7/29/2019

2. Employments

   a) Sarah McCafferty, Certified Teacher
   b) Erin Foster, Certified Teacher (one-year, long-term substitute contract)
   c) Matt McConnell, Volunteer Boys Cross Country Coach (supplemental contract), eff. 7/18/2019

B. ACTION CONSENT ITEMS

1. Recommendation to approve the Agreement Summa Health System Athletic Trainer and Team Physician Services between Summa Health System and the Wadsworth City School District Board of Education for the period of July 16, 2019 through July 15, 2020

2. Recommendation to approve the Engineered Logic Proposal, effective July 18, 2019

3. Recommendation to approve the purchase of property for public purposes (596 South Main Street, Wadsworth, OH 44281)

4. Recommendation to reject all bids received for the 274 Grandview/Art Wright Stadium parking lot project

VII. Board Member Items

1. Recommendation to approve an addendum to the contract dated February 8, 2016 between the Wadsworth City School District Board of Education and Dr. Andrew Hill, Superintendent

2. Recommendation to approve an addendum to the contract dated July 10, 2017 between the Wadsworth City School District Board of Education and Douglas D. Beeman, Treasurer

VIII. 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.

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Special Meeting
July 29, 2019
Agenda Detail Sheet

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

2. Employments

a) Sarah McCafferty: Ms. McCafferty is being recommended to fill the new, part-time elementary art teacher position that is part of the recommendations from the Curricular Review/Fine Arts Committee.

b) Erin Foster: Ms. Foster is being recommended to fill the long-term substitute intervention specialist position at Isham Elementary School left open by Mrs. Katie Ruff's leave of absence for the 2019-2020 school year.

B. ACTION CONSENT ITEMS

1. **Summa Health System Agreement:** The Agreement Summa Health System Athletic Trainer and Team Physician Services between Summa Health System and the Wadsworth City School District Board of Education for the period of July 16, 2019 through July 15, 2020 being recommended for approval will allow our school district to continue to receive athletic trainer and team physician services through the Summa Health System.

2. **Engineered Logic Proposal:** The Engineered Logic Proposal being recommended for approval, effective July 18, 2019, will allow for replacement of the Carrier Bacnet Router in the community center that was damaged. This expense will be paid from the community center enterprise fund, which receives funding from each community partner. The Wadsworth City School District Board of Education is the fiscal agent for the community center, which is why the expense needs to be approved by the board of education.

3. **Purchase of Property for Public Purpose:** The purchase of property for public purpose (596 South Main Street, Wadsworth) being recommended for approval is for a parcel of land that, if approved, will be used by our 2019-2020 senior carpentry program students to build a house that will be auctioned in the summer of 2020.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: July 8, 2019

The Wadsworth City Board of Education met in Regular Session on Monday, July 8, 2019, at **7:00** P.M. at the James R. McIlvaine Performing Arts Center, 625 Broad Street.

APPOINTMENT OF TREASURER PRO TEM

President Kramer appointed Julie Batey as Treasurer Pro Tem.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer, McComas. Gordon, McDougal
Absent	
Administrators	1
Staff	2
Visitors	1

19-7-58 **APPROVAL OF BOARD MINUTES**

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

Special June 27, 2019

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

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

A. Carpentry House Auction on July 30, 2019, at 6:29 p.m.

B. Strategic Plan 2016-2020 Progress Update

C. Central Intermediate School Committee Meeting

D. Safe Routes to School Grant Project

E. Advertising and Sponsorship Opportunities

F. Administrative Guideline Revision Process

ADMINISTRATIVE ITEMS:

19-7-59 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Personnel Consent Items from the July 8, 2019, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education if he/she does not already have the said license.)

a) Deena Keller — Certified Teacher
b) Kelly Laib — Certified Teacher

c) Classified Substitutes

Denise Clark
Jennifer Lanhey

d) Supplemental Contracts

Sam Piehl	WMS Band Director	
Samantha Quallich	WMS Choir Director	
Vicki Fugate	Science/STEM Club Co-Advisor (50% contract)	
Karen Lapidakis	Science/STEM Club Co-Advisor (50% contract)	
Colleen Gazy	Chess Club Advisor	
Aaron Austin	STEM Camp Instructor	(eff. 06/24/19)
Crystal Hamm	STEM Camp LPN	(eff. 06/24/19)
Erin O'Shaughnessy	Extended School Year (60 hours)	(eff. 06/18/19)
Beth Beal	Extended Service (42.25 hrs.)	
Jennifer Manos	Extended Service (42.25 hrs.)	
Chelsea Duty	WHS Summer School C.A.C.	(eff. 07/05/19)
Robert Gardner	Vol. 9th Grade Asst. Football Coach	
Emily Myers	Volleyball Camp Asst. Coach	(eff. 06/17/19)

2. Recommendation to extend Alexandra Zwisler's unpaid leave through January 26, 2020.

3. Recommendation to grant unpaid leave to Justine Cianchetti from the end of her allowable sick leave through February 2, 2020.

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

19-7-60 Upon the recommendation of Superintendent Hill, the motion was made by **McDougal**, seconded by **Gordon**, to adopt the Action Consent Items from the July 8, 2019, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to approve the Memorandum of Understanding between the Medina County Alcohol, Drug Addiction and Mental Health Board and the Wadsworth City School District Board of Education for the period of July 1, 2019 through June 30, 2020. **(ATTACHED)**

2. Recommendation to approve the Medina County Schools ESC Special Needs Transportation Proposal for the 2019-2020 school year. **(ATTACHED)**

3. Recommendation to approve the Tri-County Educational Service Center Title III Consortia Memorandum of Understanding between the Tri-County Educational Service Center and the Wadsworth City School District Board of Education for the 2019-2020 school year. **(ATTACHED)**

4. Recommendation to approve the WeVideo Subscription Agreement for the 2019-2020 school year. **(ATTACHED)**

5. Recommendation to approve the Agreement between the Wadsworth Salvation Army and the Wadsworth City School District Board of Education for the period of June 16, 2019 through June 15, 2020. **(ATTACHED)**

6. Recommendation to approve the Kidslink School District Contract between Kidslink School, LLC and the Wadsworth City School District Board of Education for the period of September 1, 2019 through August 31, 2020. **(ATTACHED)**

7. Recommendation to approve the Agreement between Evolve Academy of Medina City School District and the Wadsworth City School District Board of Education for the 2019-2020 school year. **(ATTACHED)**

8. Recommendation to approve the Contract between Lewis Land Professionals, Inc. and the Wadsworth City School District Board of Education. **(ATTACHED)**

9. Recommendation to approve the June 30, 2019, High School Wrestling overnight trip to 10500 Rischel Road, Wadsworth, OH 44281. **(ATTACHED)**

10. Recommendation to approve the revised 2019-2020 school calendar.

11. Recommendation to set the Preschool Supervisor Substitute rate of pay at $244 per day.

12. Recommendation to approve two (2) Contracts for Non-Handicapped Open Enrollment Pupils with the Barberton City Board of Education. **(ATTACHED)**

13. Recommendation to approve a first reading of the revised board of education policies:

a.	3120	Employment of Professional Staff
b.	3120.01	Job Descriptions
c.	3121	Criminal History Record Check
d.	3160	Physical Examination
e.	3170	Substance Abuse
f.	3211	Whistleblower Protection
g.	3243	Professional Meetings
h.	3362.01	Threatening Behavior Toward Staff Members
i.	3440	Job-Related Expenses
j.	4120	Employment of Classified Staff
k.	4120.01	Job Descriptions
l.	4120.04	Employment of Substitutes
m.	4160	Physical Examination
n.	4162	Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety-Sensitive Functions
o.	4211	Whistleblower Protection
p.	4362.01	Threatening Behavior Toward Staff Members
q.	4440	Job-Related Expenses

14. Recommendation to approve the Community Reinvestment Area Compensation Agreement between the City of Wadsworth, the Strand Company LTD, and the Wadsworth City School District Board of Education. **(ATTACHED)**

15. Recommendation to approve the High School Choir overnight trip to the Show Choir Camps of America at Heidelberg University from July 8-13, 2019. **(ATTACHED)**

16. Recommendation to approve the ITPro.TV Terms & Conditions of Use. **(ATTACHED)**

17. Recommendation to approve the G2K Cinderella License Agreement. **(ATTACHED)**

18. Recommendation to approve the Extended Service Agreement with Daktronics, Inc. for the period of August 13, 2019 through August 12, 2020. **(ATTACHED)**

19. Recommendation to approve the Services Agreement between WORKS International, Inc. and the Wadsworth City School District Board of Education for the period of July 9, 2019 through July 8, 2021. **(ATTACHED)**

20. Recommendation to approve the Memorandum of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center for the 2019-2020 School Year between the Medina City School District Board of Education and the Wadsworth City School District Board of Education. **(ATTACHED)**

21. Recommendation to accept an anonymous donation of $1,000.

22. Recommendation to approve the Action Door Preventive Maintenance Service Agreement for the period of September 1, 2019 through August 31, 2020. **(ATTACHED)**

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

19-7-61 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Personnel Item from the July 8, 2019, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

1. Margot Gibson-Costello Preschool Supervisor Substitute

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

ITEMS OF THE TREASURER

19-7-62 Upon the recommendation of Treasurer Pro Tem Batey, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Action Consent Items of the Treasurer from the July 8, 2019, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

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

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

LEGISLATIVE UPDATE

KRAMER reported:

- No activity this week.
- Working on H.B. 166 (Ohio Biennial Budget proposal)
- Many drug-related bills – rehabilitation vs. prison terms.

FLOOR ITEMS

BOARD MEMBER ITEMS

GORDON Any updates on damage due to windstorm. Stadium fencing $3,000. Wiring bus garage. City sent out.

KRAMER Two wrestlers going to Fargo. STEM Camp was a marvelous opportunity for our kids.

McDOUGAL No report.

McCOMAS Looking forward to football season.

BATEY Thanked Dr. Hill and principals for helping to increase the number of Feeding Medina County bags we deliver to our families in the summer. Read thank you letters from the Hutchinson family to Dr. Hill.

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.

EXECUTIVE SESSION

19-7-63 The motion was made by **McComas**, seconded by **McDougal**, to enter Executive Session at **7:42** p.m.

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

EXECUTIVE SESSION recessed at **9:48** p.m.

ADJOURNMENT

19-7-64 The motion was made by **Gordon**, seconded by **McComas**, to adjourn at **9:48** p.m.

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

(Signed)_____
Linda Kramer, President

(Attested)_____
Julie Batey, Treasurer Pro Tem

Sarah McCafferty

Visual Art Educator

Professional Profile

Committed to creating an environment that stimulates creative problem solving and individualized instruction based learning style and needs. Connect with students to establish a positive rapport and encourage success in and outside the classroom. Incorporate technology to provide interactive and engaged learning experiences.

Licensure

Visual Art Education – PreK - 12
PEARSON:
Assessment of Professional Knowledge: Multi-Age (PreK-12) - 2017
Art - 2017
Computer Technology (Subtests I & II) - *In-Progress*
RESA: *In-Progress*

Education

Baldwin Wallace University Berea, Ohio
Master of Arts in Education, December 2017
Major: **Leadership in Educational Technology**
Advanced Practice Minor: **Literacy**
Licensure: **Visual Art Education**
GPA: 3.8
Honors: **Kappa Delta Pi**, Education Honorary; *Academic Award Winner,* Student Art Show 2016
Certification: ***Child Abuse Awareness & Prevention Training***, Domestic Violence and Child Advocacy Center

Ashland University Ashland, Ohio
Bachelor of Art in Theatre, May 2007
Major: **Theatre with Stage Management Concentration**
Minor: **Political Science**

Teaching Experience

Visual Art & Technology Educator, Elementary, 2017-2019
Saint Bridget of Kildare Elementary School, Parma, Ohio

- Introduce and develop students understanding of design elements and principles that adhered to the Ohio Visual Standards
- Challenge students to utilize problem-solving skills as well as think abstractly when creating artwork

- Established continuous opportunities to create between projects
- Provided multiple writing opportunities through exit slips, critiques, and research problems
- Based on the Ohio Technology and ISTE Standards, developed online literacy skills by establishing criteria for validating and corroborating sources
- Utilized coding program and "unplugged" activities to introduce students to basic coding skills
- Managed Drama, Broadcast, and Leadership clubs
- Participated in lunch, recess, and dismissal duties
- Provided instruction in music appreciation and theory for Junior High
- Organized the 2018-19 school yearbook

Teacher Candidate, Ceramics I & II, Drawing/Painting I, Adapted Art, High School, Spring 2017
Brunswick Senior High School, Brunswick, Ohio

- Developed creative lessons to incorporate the Ohio Visual Art Standards and Standards of the International Society for Technology in Education
- Constructed lessons specifically tailored for students with disabilities in an Adapted Art class
- Established an environment to promote development of writing skills through reflective written assignments

Art Methods, Middle School, Fall 2016
Claggett Middle School, Medina, Ohio

- Created 2 lessons for the 7th and 8th Grade level focusing on color harmony and surrealism
- Adapted surrealism lesson for students with severe disabilities to accommodate individual challenges
- Adapted color harmony lesson for student who is an English Language Learner student

Research Experience

Graduate Research Project: *What Are the Effects of Source Evaluation Skills on Second Grade Students' Online Reading Comprehension?* September-December 2016

- Constructed a qualitative study on the effects of introducing source evaluation skills to 2 second grade students in order to strengthen literacy skills through online reading comprehension.

Related Experience

Technology Coordinator, 2018-2019
Saint Bridget of Kildare Elementary School, Parma, OH

- Managed school's network and Google Suite for Education
- Monitored and provided technical support for school's Google Chromebooks, Smartboards, and Promethean ActivPanels
- Participated in bi-monthly professional development for educational technology

Professional Development Project: *Google Apps for Education* September - December 2015
Saint Adalbert Elementary School, Berea, OH

- Presented a professional development session on Google Apps for Education and additional resources.

Leadership Activities

Secretary, Ed Tech Club, 2015-2016

Participant, Student Art Show 2017

Technology Skills

Google Suite for Education	Gradelink	ProgressBook
Adobe Lightroom	Microsoft Office Suite	LMS- Schoology and Edmodo
Weebly	Code.Org, Scratch	

Video Editing- iMovie, Youtube Editor, Final Cut Pro X, and WeVideo

Erin Foster

Objective

To obtain a position as an Intervention Specialist teacher to further maximize my experiences in teaching students at all academic and developmental levels.

Education

University of Kentucky Lexington, Kentucky

SPECIAL EDUCATION: LEARNING AND BEHAVIOR DISORDERS, K-12, BACHELOR OF ARTS IN EDUCATION

- **CURRENTLY APPLYING FOR MASTERS DEGREE IN READING**

Certification

Ohio Teaching License

1 Year Resident Educator License - Intervention Specialist (K-12 mild to moderate) 2018-2019

In Progress: 5 Year Professional License

Experience

Northwood Elementary School- North Canton, Ohio

August 2015- Present

- Managed a caseload of 10-15 Students
- Worked with Title I Reading Groups- 1st and 2nd grade
- Administered the Measures of Academic Progress (MAP) Test
- Professional Development
- Year 4 Resident Educator in process of being completed
- Writing standard based annual and initial IEPs
- Holding IEP meetings
- Communication with parents, teachers, and staff
- Implemented student behavior plans
- Experience with IEPAnywhere and IEP PLUS
- Gained experience using Wonders Reading Program
- Gained experience using Everyday Math Program
- Developmental Reading Assessment (DRA)
- Collecting and using data to guide lessons and student learning

Central Intermediate School- Wadsworth, Ohio

Long Term Substitute Placement- January 5, 2015 – March 13, 2015

- Managed a caseload of 15 students in the sixth grade
- PARCC Test Training
- Administered the PARCC Test to a small group of sixth graders
- Taught curriculum math and Read 180 NEXT Generation to small groups- Lesson Planning
- Organized centers in both math and reading groups
- Progress Book- Progress Reports and Report Cards
- Accommodation of IEPs
- Contacting Parents for accommodations, IEP meetings, and parent questions
- Gained experience writing IEPs. setting up and holding IEP meetings
- Implemented a student behavior plan
- Collaborated with general education teachers

Lincoln Elementary- Wadsworth, Ohio

Long Term Substitute Placement- October 27, 2014 – December 9, 2014

- Managed a caseload of 14 students with special needs, second through fourth grade
- Administered IOWA Testing to small group
- Gained experience using Progress Book
- Arranged and attended Parent Teacher conferences
- Introduced to DRA

Student Teaching

Tates Creek Elementary

- Completed a one week math unit plan over counting coins with TouchMath

- Observed and performed Orton-Gillingham lessons in a small group with teacher assistance
- Prepared lesson plans using the reading program Journey's
- Participated in IEP meetings
- Followed through with continuation of behavior plan established by cooperating teacher

Bryan Station High School

- Completed a one-week math unit plan over graphing with designed homework, quiz, and Jeopardy game.
- Gained experience using the SmartBoard and various technologies
- Observed IEP meetings and assisted teacher in writing IEPs
- Collaborated with general education teachers to develop lessons

Interactive Field Experiences

Wilmore Elementary (5th), Arlington Elementary (2nd- 4th), Sandersville Elementary (3rd), Tates Creek High School (9th), Mill Creek Elementary (2nd)

AGREEMENT
SUMMA HEALTH SYSTEM
ATHLETIC TRAINER SERVICES

This Agreement ("Agreement") is made and entered into as of the 16th day of July, 2019 by and between **Wadsworth City Schools**, hereinafter referred to as "SCHOOL" and **Summa Health System**, hereinafter referred to as "HOSPITAL".

RECITALS

A. HOSPITAL owns and operates, not-for-profit acute care hospitals including the Summa Health System – Akron Campus located at 525 East Market Street, the Summa Health System – St. Thomas Campus located at 444 North Main Street, Akron, Ohio and the Summa Health System - Barberton Campus located at 155 5th Street N E, Barberton, Ohio.

B. HOSPITAL owns and operates a number of health centers, including those located at 1835 Franks Parkway, Uniontown, Ohio, 195 Wadsworth Road, Wadsworth, Ohio and 3780 Medina Road, Medina, Ohio.

C. HOSPITAL employs Licensed Athletic Trainers ("TRAINER").

D. SCHOOL sponsors a variety of scholastic sports activities including interscholastic competitions, practice sessions, and educational programs for SCHOOL'S athletes and coaching staffs.

E. The parties desire that the HOSPITAL provide a TRAINER to provide athletic training coverage at certain of SCHOOL'S various scholastic sports activities.

F. HOSPITAL and SCHOOL desire to enter into this Agreement by which HOSPITAL can provide athletic training coverage in order to decrease the chance of injuries and to minimize the effects of injuries incurred in the course of SCHOOL'S scholastic sports activities.

NOW, THEREFORE, the parties agree as follows:

1. HOSPITAL'S Agreements:

   A. Athletic Trainer (AT): HOSPITAL shall provide SCHOOL the services of a TRAINER. TRAINER shall be available to SCHOOL throughout the term of the Agreement for SCHOOL'S scholastic sports activities as set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties. HOSPITAL shall provide SCHOOL the services of a TRAINER up to 1800 hours total, annually. These hours will provide for summer access to care; daytime evaluations and treatments; middle school injury checks, middle school event coverage as agreed upon and arranged between the athletic trainer, athletic director and Summa Health System based on other athletic events and priorities; continuing a student aid program and many other benefits.

B. Coverage provided by TRAINER: TRAINER shall participate in the following aspects of SCHOOL'S scholastic sports program at the times set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties:

1) Pre-Season Coverage:

a. TRAINER may participate in pre-season educational programs concerning the identification, care and prevention of common athletic injuries, if requested.

b. TRAINER may participate and provide guidance in pre-season conditioning training programs, and other activities that the parties mutually agree are appropriate to prepare athletes and coaches for the upcoming sport's season.

2) Practices, Pre-Competition and Competition Coverage:

a. TRAINER shall assist SCHOOL'S coaching staff and athletes in preparing for practices and competitions.

b. TRAINER shall assess athletes for potential injuries and advise appropriate preventive measures, as requested.

c. TRAINER shall cover those practices and interscholastic sports competitions that the parties mutually have scheduled for such coverage.

d. During practices and interscholastic sports competitions where the TRAINER provides coverage, TRAINER shall provide emergency assessment and care of athletic injuries, within the scope of TRAINER'S expertise and in accordance with the Ohio AT Practice Act.

3) Post Practice and Post Competition Coverage: TRAINER shall assess injuries sustained by athlete participants in practices or interscholastic sports competitions and shall assist SCHOOL in making appropriate medical referrals.

4) School Day Treatments and Evaluations: The AT(s) will have hours available during the school day to provide treatments, rehabilitation and injury evaluation.

5) Emergency Action Plans: Staff will work with athletic staff and administration to develop Emergency Action Plans (EAP) for each venue.

6) Educational Programs: TRAINER may work with coaches and administration to help organize educational programs, as requested by the school, for parents and coaches.

7) Parents' Meetings: AT shall be present and participate at annual parents' meetings as requested by the administration and coaches

8) Make-Up Date for Screenings: HOSPITAL provides Pre-participation sports screenings throughout the school year at our sports medicine physician offices for a fee. This is open, by appointment, to any athletes who missed SCHOOL's scheduled date.

9) In the Event of Illness or Emergency: In the event that the TRAINER is unable to attend a scheduled event due to illness or emergency or other occurrence, the HOSPITAL will use reasonable efforts to provide a substitute trainer for the scheduled event but shall have no liability to SCHOOL hereunder should HOSPITAL be unable to provide a substitute.

10) Additional Duties: HOSPITAL and/or TRAINER shall provide additional duties or services as set forth on Exhibit A or as mutually agreed upon by the parties.

C. Code of Ethics: HOSPITAL shall require TRAINER to perform all TRAINER'S duties, responsibilities and activities under this Agreement in conformance with the applicable provisions of the National Athletic Trainer's Association Code of Ethics and the Ohio Revised Code.

D. Team Physician: HOSPITAL, through Summa Physicians, Inc. dba Summa Health Medical Group ("SHMG"), shall offer a physician (the "Team Physician") to provide team physician coverage to SCHOOL as part of its commitment to community benefit as further described below. As of the Effective Date, Dr. Robert Crawford shall serve in the role of Team Physician. Team Physician shall make on-site examinations of student athletes at scheduled events in order to determine the existence of defects, to make diagnoses, and to determine if additional medical care is required by the student athletes (the "Team Physician Services"). HOSPITAL and/or SHMG will determine the method, details, and means of performing the Team Physician Services. The Team Physician Services shall be provided on such days and such times as are mutually agreed upon by the parties. In the event that Team Physician is unable to attend a scheduled event due to illness or emergency or other occurrence, HOSPITAL, through SHMG, may provide a substitute physician with the same or similar qualifications for the scheduled event at HOSPITAL's sole discretion and expense. Neither HOSPITAL nor SHMG shall have liability to SCHOOL should they be unable to provide a substitute. SCHOOL shall not control, direct, or otherwise supervise the Team Physician or substitute physician in the performance of the Team Physician Services. Neither SCHOOL nor The Wadsworth City School District Board of Education (the "Board") will interfere

with the medical decision making of HOSPITAL, Team Physician, or substitute team physician.

The Team Physician shall at all times during the term of the Agreement hold a license to practice medicine in the State of Ohio. Under no circumstances will HOSPITAL or Team Physician accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of the Team Physician Services.

This Agreement shall constitute a contract under R.C. 3313.68(C) and R.C. 3313.721 for the purpose of providing health care services to students. The Team Physician or substitute physician shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.

2. SCHOOL'S Agreement:

A. Space and Supplies

1) SCHOOL shall provide TRAINER with all necessary or appropriate services, and medical and other equipment and supplies, such as tape, elastic wraps, supply kits, etc. as may reasonably be required by TRAINER in performing duties under this Agreement.

2) SCHOOL shall provide TRAINER with adequate space for the performance of TRAINER'S duties under this Agreement.

B. School Staff. SCHOOL shall ensure that it's coaching and other staff and agents (collectively, "School's Staff") cooperate fully with the TRAINERS' decisions that pertain to the health and/or injury status of an athlete, including, without limitation, disqualification from athletic participation. Without limiting any other provision of this Agreement, HOSPITAL may terminate this Agreement immediately upon failure of School's Staff to adhere to a TRAINER'S decision. Only a physician may overrule a TRAINER'S decision, but the TRAINER and Team Physician and/or Summa Sports Medicine Medical Director, in looking out for the best interest of the athlete, may decide to not allow clearance based on the following: a specialist had withheld the athlete and the clearance comes from a non-specialist OR the TRAINER and/or Team Physician/Sports Medicine Medical Director, based on their evaluation and/or witnesses symptoms and the athlete's decrease in the ability to perform the activities without pain and loss of function, may feel that it is in the best interest of the athlete not to participate. In the event that SCHOOL fails to ensure the full cooperation of School's Staff, or in the event that a TRAINER'S decision is overruled, the indemnification provisions in Sections 8.A. and 8.B. hereof shall apply.

C. Concussions: SCHOOL, by signing this document, designates the TRAINER (either (i) in consultation with a physician; (ii) pursuant to the referral of a physician; (iii) in collaboration with a physician, or (iv) under the supervision of a physician) and/or Team Physician and/or Summa Sports Medicine Medical

Director as a healthcare provider authorized to grant return to play clearance to SCHOOL's athletes following concussions according to Summa's Standard Operating Procedure and Ohio Law related to concussions, as may be amended from time to time. If there is a discrepancy or questionable return to play clearance provided to an athlete by another healthcare provider, the athletic trainer can consult with Summa Health Sports Medicine physicians and they have the right to intervene and not allow return to play to occur until the athlete is symptom free, has returned to baseline compared to all baseline testing, completed the 5 phase functional progression without increase in symptoms, etc to insure proper concussion management and return to play for the safety of the student-athlete. NOTE: Wadsworth City Schools may contract with an outside company at no cost to Summa, to provide Trazer baseline testing for parents wishing to have these tests performed. In the event an athlete who has received a Trazer baseline test sustains a concussion, the athletic trainer will provide follow-up Trazer post-concussive testing as directed by the physician.

D. Records. SCHOOL will make available to HOSPITAL and TRAINER at all times during this Agreement all of the pre-participation physicals, medical releases and other records, documents and information HOSPITAL deems necessary to perform its services hereunder.

E. No Hire Covenant. SCHOOL agrees that it shall not, during the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement for any reason, directly or indirectly, through any subsidiary, parent company or affiliate, hire, employ, retain or otherwise engage any employee or independent contractor of HOSPITAL who at any time provides, supervises, directs or is involved in the provision of services under this Agreement, nor shall SCHOOL induce, facilitate, or otherwise encourage any such employee or independent contractor to terminate his or her relationship with HOSPITAL. SCHOOL acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, SCHOOL shall pay HOSPITAL liquidated damages in the amount of Thirty-Five Percent (35%) of the employee or independent contractor's yearly salary or annual contracted rate.

F. Non-Interference: SCHOOL agrees that, during the term of this Agreement and for a period of eighteen (18) months thereafter, it shall not interfere with the relationship between HOSPITAL and any employee or independent contractor of HOSPITAL who at any time provides, supervises, directs or is involved in the provision of services under this Agreement. SCHOOL acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, SCHOOL shall pay HOSPITAL liquidated damages in the amount of Thirty-Five Percent (35%) of the employee or independent contractor's yearly salary or annual contracted rate.

G. Acknowledgment of Relationship: SCHOOL shall publicly acknowledge HOSPITAL's partnership with SCHOOL in providing the TRAINER services in a manner agreed to by the parties.

3. Term: This Agreement shall be for a term of one (1) year beginning on July 16, 2019 and ending at midnight on July 15, 2020.

4. Independent Contractor:

A. The parties understand and agree that they are independent contractors with respect to one another in the performance of this Agreement, and that TRAINER is at all times performing TRAINER'S work, duties and responsibilities under this Agreement solely as HOSPITAL'S employee.

B. This Agreement creates between HOSPITAL and SCHOOL no relationship whatsoever of agency, partnership, joint venture or employment.

C. This Agreement does not empower either party or its agents, employees or assigns to bind the other party in any way.

D. It shall be HOSPITAL'S sole responsibility to supervise and compensate TRAINER. SCHOOL shall not exercise direct control over HOSPITAL'S or TRAINER'S methods in carrying out this Agreement. SCHOOL'S sole role shall be to ensure that services rendered under this Agreement shall be performed in a competent and satisfactory manner.

5. Community Benefit: The parties acknowledge that HOSPITAL is providing the TRAINER and Team Physician services as part of its commitment to community benefit with the goal of improving the health and wellness of the communities that it serves.

6. Modification: Either party may modify this Agreement. Modifications shall be written and signed by both parties to the Agreement.

7. Assignment: Either party may assign this Agreement upon the prior written consent of the other party.

8. Indemnity:

A. SCHOOL shall indemnify, defend and hold harmless HOSPITAL, SHMG and their respective officers, directors, agents, and employees, including, without limitation, TRAINER, Team Physician, and substitute team physician, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) (collectively, "Claims") which may be imposed on or incurred by HOSPITAL, SHMG and their respective officers, directors, agents, and employees, including, without limitation, TRAINER, Team Physician, and substitute team physician, in connection with, or arising out of the negligent acts or omissions or willful misconduct of SCHOOL, its agents, employees, or subcontractors, including

performance of automated external defibrillation in good faith, in accordance with R.C. 2305.235 and as amended or revised, failure to perform automated external defibrillation, or performance of automated external defibrillation by an individual not authorized to use the automated external defibrillator. SCHOOL's obligations under Section 8(A) of this Agreement shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of SCHOOL's board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless HOSPITAL, its officers, directors, agents, and employees, including, without limitation, TRAINER, Team Physician, and substitute team physician under Section 8(A) of this Agreement. SCHOOL shall provide HOSPITAL and SHMG with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

B. In addition to the foregoing and without any limitation thereto, SCHOOL further agrees to indemnify, defend and hold harmless HOSPITAL and SHMG and their respective officers, directors, agents, and employees, including, without limitation, TRAINER, Team Physician, and substitute team physician, from and against any and all claims arising out of or related to SCHOOL's failure to ensure the full cooperation of School's Staff or the overruling of a TRAINER'S decision as discussed in Section 2.E. hereof or the overruling of Team Physician or substitute team physician. SCHOOL's obligations under Section 8(B) of this Agreement shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of SCHOOL's board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless HOSPITAL, under Section 8(B) of this Agreement. SCHOOL shall provide HOSPITAL and SHMG with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

C. HOSPITAL shall indemnify, defend and hold harmless the Board, SCHOOL, its officers, directors, agents, and employees, in both their official and individual capacities, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) which may be imposed on or incurred by the Board, SCHOOL, its officers, directors, agents, and employees, in both their individual and official capacities, in connection with, or arising out of the negligent acts or omissions or willful misconduct of HOSPITAL, TRAINER, Team Physician, and substitute team physician. HOSPITAL's obligations under Section 8(C) of this Agreement shall not exceed $1,000,000 per incident and $3,000,000 aggregate per year. In no case, shall any of HOSPITAL's or SHMG's board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless the Board. SCHOOL, its officers,

directors, agents, and employees, including, without limitation, TRAINER, Team Physician, and substitute team physician under Section 8(C) of this Agreement.

9. Insurance: Each party shall maintain policies of liability insurance and property insurance in amounts sufficient to provide adequate coverage for services provided pursuant to this Agreement. Either party may request evidence of such insurance coverage at any time.

10. Severability: This Agreement is severable. If any part of this Agreement is found by any Court to be void or illegal, the remainder of this Agreement shall remain in full force and effect for the term of the Agreement.

11. Termination:

A. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice.

B. Consequences of Termination. Upon expiration or termination of this Agreement for any reason, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of expiration or termination and obligations that are expressly made to extend beyond the term of this Agreement] and those contained in Sections 2.D. and 2.E.

12. Notice: Notice required or permitted under this Agreement shall be effective upon mailing by certified mail, return receipt requested, or upon personal delivery to the other party as follows:

HOSPITAL: Robert Gerberry
General Counsel
Summa Health
1077 Gorge Blvd.
Akron, OH 44310

SCHOOL: Andy Hill – Superintendent
Wadsworth City School District
524 Broad St.
Wadsworth, OH 44281

13. Ohio Law: This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio. The County of Summit, State of Ohio shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Agreement.

14. Third Party Beneficiary: The parties do not intend that student athletes, teachers, parents, coaches or any other third party occupy the position of third party beneficiaries to this Agreement.

15. Waiver: The failure or delay of either party to exercise any right, power or privilege under this Agreement shall not waive such right, power or privilege.

16. Access to Books and Records: Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement and upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any other duly authorized representative of the Federal Government, the parties shall each make available this Agreement and the books, documents and records of the parties hereto necessary to certify the nature and extent of costs of services rendered under the terms of this Agreement.

If either party carries out any of the duties specified in this Agreement through a subcontract with a related organization and such subcontract has a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request of the Comptroller General of the United States or any other duly authorized representative of the Federal Government, make available the subcontract and the books, documents and records of such organization necessary to verify the nature and extent of such costs.

Each party shall notify the other immediately upon receipt of such request for this Agreement and any other books, documents and records and shall provide the other party with copies of all such documents provided to the Government pursuant to this Agreement.

17. Debarment Certification: Each party hereby represents and warrants the following:

A. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred", as applicable); and

B. That it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred or found on the *List of Specially Designated Nationals and Blocked Persons* maintained by Office of Foreign Assets Control. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services – Office of Inspector System for Award Management (SAM) (http://sam.gov), the Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (http://oig.hhs.gov/fraud/exclusions.asp), or the List of Specially Designated Nationals and Blocked Persons (http://www.ustreas.gov/offices/enforcement/ofac/) which internet sites may

be revised from time to time by the U.S. government.

In the event that either party and/or its Agent either (1) becomes Debarred, (2) receives notice of action or threat of action with respect to its Debarment, or (3) is placed on the List of Specially Designated Nationals and Blocked Persons during the term of this Agreement, each party agrees to notify the other immediately. In the event that either party or its Agency becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice; and

Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable), which relate to its performance of the Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other shall have the right to automatically terminate this Addendum and the Agreement in the event that the other party fails to comply with this provision.

18. Referrals. It is not a purpose of this Agreement to induce patient referrals. The parties acknowledge there is no requirement under this Agreement or any other agreement between HOSPITAL and SCHOOL requiring SCHOOL to refer any patients to HOSPITAL for products or services. The parties also acknowledge that while the SCHOOL may refer patients to any hospital or entity providing such products or services, that the SCHOOL will not allow its employees to do so due to ethic violations that could occur under the said scenario. The parties also acknowledge that SCHOOL employees are not medically trained professionals, which further supports the SCHOOLS decision to not allow its employees to refer patients.

19. Mediation of Disputes: In the event of a dispute between the parties arising out of or related to this Agreement, the parties agree to abide by the dispute resolution procedure outlined in Ohio Revised Code Section 2701.10. It is understood and agreed to by the parties that the defaulting or non-prevailing party agrees to pay the other party's reasonable attorneys' fees and expenses so incurred by such other party to enforce the terms of this Agreement in an amount not to exceed fifty thousand dollars ($50,000.00).

20. Entire Agreement: This document contains the whole of the understanding between the Parties relative to the issues discussed herein and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements and representations, whether oral or written. No prior agreement or understanding pertaining to any such matter shall be effective.

21. Health Records: As part of this Agreement, HOSPITAL may be exposed to student personally identifiable information – including student health records – which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. *See* 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, HOSPITAL agrees to keep

confidential and not release or permit access to any and all student personally identifiable information to which HOSPITAL may be exposed to under this Agreement except as authorized by law.

22. Summa's Commitment to Corporate Compliance: Summa Health System is committed to honest and responsible corporate conduct. This commitment is formalized in Summa Health System's Code of Conduct and Compliance Plan. Consultant/Contractors, vendors, patients and the general public are encouraged to read Summa's Code of Conduct and Summa's Compliance Plan on Summa's web site at http://www.summahealth.org.

23. Legal Compliance. The parties have endeavored to structure this Agreement and all of its terms to comply with all legal requirements, state and federal. If at any time during the term of this Agreement (a) any court or administrative decision is rendered, (b) any regulation or pronouncement is promulgated or released, or (c) a claim is filed or threatened, which is materially inconsistent with the structure or any of the material terms of this Agreement, the parties hereto shall immediately and in good faith renegotiate the relevant terms hereof. Any illegality or asserted illegality of this Agreement which cannot be so corrected by renegotiation within a reasonable period of time, and which in the opinion of counsel for either party has grounds to be justifiable and presents a substantial threat to either party, shall be grounds for termination of this Agreement. Notwithstanding the foregoing, if any provision of this Agreement is found or asserted to be illegal for any reason and the remaining provisions can reasonably be interpreted in a manner which will effectuate the original intent of the parties and not cause substantial hardship to either party, then such remaining provisions shall remain in force and effect and the illegal provision shall be severed.

24. Anti-discrimination Clause. Parties agree to comply with all applicable federal and state laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, disability or because they are beneficiaries of government reimbursement programs, including but not limited to, the Medicare and Medicaid programs if applicable.

25. Criminal Record Certification: HOSPITAL agrees that the AT Services and Team Physician Services provided under this Agreement may require TRAINER, Team Physician, and substitute team physician to work unsupervised with children on a regular basis. As a result, SCHOOL requires TRAINER, Team Physician, and substitute team physician to provide a set of impressions of their fingerprints to SCHOOL so that a criminal records check can be conducted at SCHOOL's expense. This criminal records check will be done before TRAINER, Team Physician, and substitute team physician begin their duties and as a condition of TRAINER, Team Physician, and substitute team physician's continued AT Services and Team Physician Services under this Agreement. Pursuant to Policy 8142, if a criminal records check indicates that TRAINER, Team Physician, and substitute team physician have been convicted of, or pleaded guilty to, any of the offenses described in R.C. 3319.39(1) TRAINER, Team Physician, and substitute team physician shall not be permitted to perform any services for SCHOOL.

26. Release and Waiver of Liability: HOSPITAL, TRAINER, Team Physician, and substitute team physician shall perform work under this Agreement at their own risk. Accordingly, SCHOOL requires as a condition of TRAINER, Team Physician, and substitute team physician providing AT Services and Team Physician Services that they shall fully release SCHOOL and agree not to sue SCHOOL for any claim that may arise out of the AT Services and Team Physician Services.

27. SERS/STRS Obligations: The HOSPITAL shall be responsible for forwarding to the SCHOOL payroll information including schedule of pay dates, number of days worked per pay period, and bi-weekly gross pay within four (4) business days after the Effective Date. In addition, if the information listed above changes throughout the contract year the HOSPITAL is responsible for communicating this to the SCHOOL within four (4) business days after the change. If the HOSPITAL is delinquent in forwarding the payroll information to the SCHOOL and the SCHOOL incurs a penalty from STRS/SERS the HOSPITAL will be liable for said penalty. To the extent applicable, TRAINER, Team Physician, and substitute team physician have been notified as required by R.C. 3309.53 and R.C. 3307.21 of all duties and obligations under R.C. Chapter 3309 and R.C. Chapter 3307 pertaining to the State Employees Retirement System and State Teachers Retirement System.

[*Signatures on following page.*]

IN WITNESS WHEREOF, the parties have affixed their signatures below:

"HOSPITAL"
SUMMA HEALTH SYSTEM

By: _____

Name: Margaret Sweigert

Title: VP, Service Lines

Date: 7/18/2019

"SCHOOL"
Wadsworth City Schools

By: _____

Name: Douglas Beeman

Title: Treasurer

Date: 7/16/19

LEGAL SERVICES
Approved as to form
Initials: CB Date: 6/3/19

EXHIBIT A

1) Summer Hours/Coverage: The AT will work with administration to determine an effective schedule for the summer-time needs of the student-athletes.

2) Neurocognitive Baseline and Post-concussive Testing: (ImPACT) The AT will provide pre-season baseline testing, according to Summa's Standard Operating Procedure and recommendations/standards set by ImPACT on an annual basis. They will also provide post-concussive testing, care and continue to monitor the athlete following injury when appropriate and aid in the coordination of care with area healthcare providers. They will also supervise the return to activity progression. Access to the computer lab is required to perform baseline and post-concussion tests. Wadsworth City Schools will be invoiced annually to reimburse Summa for their individual subscription required, based on current rates. The rate through Summa Health is less expensive than an individual license for access. The records, however, are considered Summa's Medical Records. NOTE: Wadsworth City Schools may contract with an outside company at no cost to Summa, to provide Trazer baseline testing for parents wishing to have these tests performed. In the event an athlete who has received a Trazer baseline test sustains a concussion, the athletic trainer will provide follow-up Trazer post-concussive testing as directed by the physician.

3) Coverage of OHSAA Events: The athletic trainer, or another athletic trainer from Summa Health, will provide coverage for OHSAA tournament events that Wadsworth City Schools hosts. A fee of $35 per hour per athletic trainer will be assessed to the tournament director of those events reimbursed by OHSAA.

4) Athletic Training Aide Program: The AT can work with school administration to develop, coordinate and monitor an Athletic Training Student Aide program for the students interested in healthcare. Included in this can be teaching an athletic training and healthcare introduction class or in-service as requested by the administration. Information related to what high school student aides can and cannot do according to Ohio Law can be found in the Ohio Revised Code, 4755-46: Delegation of Tasks.

5) Return to Learn Educational Program: This educational program is designed for teachers and counselors to increase the awareness of signs, symptoms and behaviors associated with a sports concussion. We also discuss the cognitive effects of a concussion related to academics. We review and discuss the "return to learn" protocol for school personnel, which aid in the student athlete's recovery following a sports concussion, and the important role that school personnel plays as a part of the sports medicine team.

6) Sports Medicine Educational Information: The AT and Summa Health Sports Medicine staff will provide educational information for athletes, parents, coaches, the community and school staff related to health, wellness, injury prevention, care, etc. for use on the school district's website and in newsletters to help empower the community regarding healthier living.

7) Pre-Participation Screenings: Summa Health System will provide pre-season sports screenings annually in the spring on a date agreed upon by both the hospital and school. Summa will charge the school $10 per student and invoice the school at the conclusion of the screenings.

8) Sports Bracing Program: The AT can work with coaches and school administration to set up a program where the students can purchase sports braces through an outside vendor for a fee. We can assist in identifying a number of bracing companies that can potentially provide this service. Studies have shown that ankle braces outperform athletic tape in the prevention of ankle injuries. Ankle braces not only help prevent/reduce injury, but also reduce the costs associated with prophylactic taping when no injury is present. In the event of injury, athletes would still be initially taped and/or braced, but recommended to progress to braces only.

9) Newsletter: Summa can provide the school a quarterly newsletter electronically containing educational information, injury prevention and upcoming sports medicine related events at the high school and hospital. This newsletter can be posted on the website and distributed by the school electronically to all high school and middle school parents (HOSPITAL to provide the content).

10) Athletic Training Website: The AT can work with the school's IT Department and athletic director to maintain the athletic training website.

ATHLETIC TRAINER SCHEDULE

1) The athletic trainer will provide a maximum of 1800 hours. Any additional hours must be agreed upon by both parties.

2) **Coverage <u>may</u> include and is at the discretion of the athletic trainer and athletic director to work out this coverage:**
   a. All football practice sessions during two-a-days
   b. 2-3 football scrimmages
   c. M-F 2-5:30pm on non-game days
   d. Saturday morning injury checks during the fall football season
   e. Home and away Varsity Football games
   f. Home JV football games
   g. Home freshman football games
   h. Home JV/Varsity boys/girls soccer
   i. Home JV/Varsity boys/girls basketball
   j. Home Wrestling
   k. Home Track Invitational
   l. Home Baseball and Softball games
   m. Home Lacrosse games
   n. Middle school event coverage as agreed upon and arranged between the athletic trainer, athletic director and Summa Health System based on other athletic events and priorities

   NOTE: When there are multiple events going on simultaneously, the following prioritization will take place:

   FALL:
   - Varsity football game
   - JV/ Varsity contact vs. non-contact
   - Freshman, JV, Junior High football over Varsity non-contact
   - Varsity football practices over all non-contact
   - Contact sports include football and soccer

engineeredlogic

PROPOSAL

TO: ~~Pat Gillihan~~ Wadsworth City School Dist Board of Educ
~~Wadsworth YMCA~~ 534 Broad St
~~623 School Drive~~
Wadsworth, OH 44281 7/29/19

Project: Wadsworth YMCA Router

Date: 7/17/2019

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1. Replacement of Carrier Bacnet Router

Description of Services:
Replace existing Carrier Open Link with updated XT-Link. Current router was damaged from voltage in Comm Bus and is not discovering new equipment.

Integrate new router and existing devices into existing Carrier I-Vu system serving the YMCA/Summa Portion of the Building.

Subtotal:	**$2,735.50**
**0% Tax:*	*$0.00*
TOTAL:	**$2,735.50**

Terms and Conditions

1. **PAYMENT AND TAXES** – Payment shall be made 30 days from date of invoice. Engineered Logic, Inc reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Engineered Logic, Inc determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Engineered Logic, Inc any taxes or government charges arising from this Agreement.
2. **EXTRAS** – Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS** – No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **DELAYS** – Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
5. **LIMITATION OF LIABILITY** – Under no circumstances shall Engineered Logic, Inc be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Engineered Logic, Inc shall not be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Engineered Logic, Inc's negligent acts or omissions directly contributed to such injury or property damage. Engineered Logic, Inc's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Engineered Logic, Inc under this Agreement.
6. **CANCELLATION** – Customer may cancel this Agreement only with Engineered Logic, Inc's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract

commitments made by Engineered Logic, Inc and all other losses due to the cancellation including a reasonable profit. The charges are to be agreed upon, in writing, by the customer prior to them being assessed.

7. **CLAIMS** – Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

8. **HAZARDOUS MATERIALS** – If Engineered Logic, Inc encounters any asbestos or other hazardous material while performing this Agreement, Engineered Logic, Inc may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Engineered Logic Inc's performance shall be extended accordingly, and Engineered Logic, Inc shall be compensated for the delay.

9. **SUPERSEDURE, ASSIGNMENT and MODIFICATION** – This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Engineered Logic, Inc's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

Engineered Logic is a registered subsidiary of RKS Consulting and Commissioning, Inc. (EIN 45-4120591)

Contractor: _____ 7/17/2019

Engineered Logic — Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____ _____

~~Wadsworth YMCA~~ — Date

Wadsworth City School Dist Board of Educ

7/29/19