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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, FEBRUARY 10, 2020
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
Jude Haller	04	Franklin Elementary School
Natalie Buzard	04	Isham Elementary School
Evangeline Sondles	04	Lincoln Elementary School
Isabella Hamilton	04	Overlook Elementary School
Addisyn Snyder	04	Valley View Elementary School
Ella Brandenburg	06	Central Intermediate School
*Joshua Hershberger	08	Wadsworth Middle School
*Cassidy Farnsworth	12	WHS Career-Technical
Kathryn Messam	12	Wadsworth High School

*Student of the Month presentation will be made at the March Board of Education meeting.

B. Board of Education's School Spotlight for the Month of February: Lincoln Elementary School and Central Intermediate School

VI. Administrative Discussion Items, Presentations, and Updates

A. Central Intermediate School Redesignation
B. Central Intermediate School Process Update
C. January 17, 2020 Professional Development Day Schedule
D. 274 Grandview Avenue/Art Wright Stadium Project Bid Update
E. Athletic Trainer Services Request for Proposals
F. Photographic Services Request for Proposals
G. 2019-2020 Staffing Analysis and Class Size and Enrollment Projection Documents

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

   a) Angela Carretta, Non-teaching Employee, eff. 2/5/2020
   b) Anthony Boytim, Home Instructor, eff. 2/10/2020
   c) Theater Technicians:
      (1) Owen Chokreff
      (2) Micah Beck
   d) Certified Substitutes, per attached list
   e) Classified Substitutes, per attached list
   f) Volunteers, per attached list
   g) Stacey Hornfeck, WMS Girls Lacrosse Volunteer Coach (supplemental contract)

2. Resignations

   a) Kim Krawczyk, Bear Cub Aide position only, eff. 2/10/2020

3. Recommendation to grant unpaid leave for Deena Keller on January 30 and 31, 2020

4. Recommendation to grant unpaid leave under FMLA to Katie Morfchak, from the end of her allowable sick leave through January 3, 2021

5. Recommendation to grant unpaid leave to Francine Walker, effective 2/4/2020, for a period not to exceed two years

6. Recommendation to non-renew the supplemental contract of Stacey Wilson

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:

   a) $500 from Rich and Jane Fredrick
   b) $1,200 from the Franklin Elementary School PTO
   c) $500 from Bruce & Joanne Manning
   d) $1,000 from The Chapel
   e) $500 from Matthew & Erica Price
   f) $500 from Ronald McDonald House Charities
   g) $1,000 from the Hulme family
   h) $1,200.02 from the Wadsworth All-Sports Boosters
   i) $771.40 from the Franklin Elementary School PTO
   j) $15,151.30 from the Wadsworth Grizzlies Community Foundation
   k) $500 from Shawn and Rebecca Dishauzi

2. Recommendation to approve the following overnight field trips:

a) Business Management students to the Business Professionals of America State Conference in Columbus, OH, departing March 12 and returning March 13
b) Marketing students to the DECA State Competition in Columbus, OH, departing March 13 and returning March 14, 2020
c) Advancement to Nursing and Fire Safety/EMT students to the HOSA State Competition in Columbus, OH, departing March 31 and returning April 1, 2020
d) Marketing students to the DECA National Competition in Atlanta, GA, departing April 22 and returning April 25, 2020 (provided there are qualifying students)
e) Advancement to Nursing, Automotive Technology, Criminal Science, Engineering Design & Technology, Fire Safety/EMT, Machine Technology, Masonry, and Programming Design & Robotics students to the SkillsUSA State Competition in Columbus, OH, departing April 7 and returning April 8, 2020
f) Business Management students to the Business Professionals of America National Conference in Washington, D.C., departing May 6 and returning May 10, 2020 (provided there are qualifying students)
g) First place winners from SkillsUSA State Championships to the SkillsUSA National Competition in Louisville, KY, departing June 22 and returning June 27, 2020 (provided there are qualifying students)
h) Advancement to Nursing students to the HOSA National Competition in Houston, TX, departing June 24 and returning June 27, 2020 (provided there are qualifying students)

3. Recommendation to approve membership in the Ohio School Athletic Association for the 2020-2021 school year

4. Recommendation to approve the following Ohio High School Athletic Association Agreements:
    a) Tournament Site Agreement for February 8, 2020
    b) Tournament Site Agreement for February 15, 2020
    c) Confirmation of Tournament Site Agreement for February 15, 2020
    d) Site Availability Agreement for February 29, 2020
    e) Confirmation of Tournament Site Availability for February 29, 2020

5. Recommendation to approve the K-12 Prevention Education Partner Agreement between Wadsworth City Schools and the Medina County ADAMH Board/Convener, effective 1/28/2020

6. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) with the Barberton City School Board of Education

7. Recommendation to approve the Agreement for Admission of Open Enrollment Non-Handicapped Pupils with the Barberton City Board of Education

8. Recommendation to approve the Memorandum of Understanding between the Wadsworth Board of Education and the Wadsworth Education Association, effective January 30, 2020

9. Recommendation to approve the following Educational Service Center of Medina County Service Agreement Amendments:

    a) Reading Specialist
    b) Behavioral Technician
    c) Educational Aide Services (MCBDD)

10. Recommendation to approve the Preventive Maintenance Agreement between Comfort Systems USA and the Wadsworth City School District Board of Education for the period of February 11, 2020 through February 10, 2021

11. Recommendation to approve the Bookfair Agreement between Barnes & Noble Booksellers, Inc. and the Wadsworth City School District Board of Education

12. Recommendation to approve the College Credit Plus Memorandum of Understanding between The University of Akron and the Wadsworth City School District Board of Education for the 2020-2021 school year

13. Recommendation to approve the College Credit Plus Memorandum of Understanding between Stark State College and the Wadsworth City School District Board of Education for the 2020-2021 school year

14. Recommendation to approve the Costume Rental Contracts (2) between Akron Design & Costume Co. and the Wadsworth City School District Board of Education

15. Recommendation to add Vicky Mathews and Pam Csaky to the list of chaperones for the overnight trip to Prague, Vienna, and Venice from April 4-12, 2020 (Action Consent Item #20 at the November 19, 2018 Wadsworth City School District Board of Education meeting)

16. Recommendation to approve the Chaperone Agreement between Traveling Classrooms and the Wadsworth City School District Board of Education

17. Recommendation to approve the Cummins Service Agreement Terms and Conditions, effective December 3, 2019

18. Recommendation to approve the Impero End User License Agreement

19. Recommendation to waive a first reading and approve revised Wadsworth City School District Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students

20. Recommendation to set the Strength and Conditioning Coach rate of pay at $15/hour

21. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) with the Rittman Exempted Village Schools Board of Education

22. Recommendation to approve the addendum to the Wadsworth City School District Independent Contractor Agreement between ABA Behavioral Health Specialists and

the Wadsworth City School District Board of Education (previously approved on August 12, 2019)

C. PERSONNEL ITEMS

1. Chris Kallai, supplemental contract for (12) additional work hours
2. Laura Honzu, Strength and Conditioning Coach, eff. 2/3/2020

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

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

2. Recommendation to accept the Calendar Year 2019 credit cards rewards report per Board Policy 6423

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, D 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 10, 2020

Certified Substitutes

Cora Bair, eff. 1/10/2020
Taylor Schrock, eff. 2/6/2020

Classified Substitutes

Aerial Watson
Andrew Augustynovich, eff. 1/29/2020

Volunteers

Darla Brown, eff. 1/21/2020
Jennifer Robinson
Dawn Wolf

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
February 10, 2020

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

A. Central Intermediate School Redesignation: Congratulations to the staff and students at Central Intermediate School on their recent redesignation as an Ohio School to Watch and a National Forum School to Watch! The following is the letter we received:

"*Central Intermediate School*
Wadsworth City Schools
151 Main Street
Wadsworth, OH 44281
Principal, Joanne Gahan

On or before the October 16, 2019 due date Wadsworth Central Intermediate School submitted the required documents for the schools Redesignation as an Ohio School to Watch. Your school's written application is strong evidence of the quality of your school. The self-study process provides ongoing reflection on the challenges and progress made over the last three years. A site visit was conducted on December 13, 2019 by an OSTW review team; Diane Ross, Otterbein University and Darla Dunlap, Van Wert MS. The team had a great experience visiting your school talking to and observing teachers, students, parents and staff. Congratulations to your professional educators and leadership for achieving redesignation as both an Ohio School to Watch and a National Forum School to Watch. This redesignation of Wadsworth Central Intermediate School recognizes the continued dedication of your staff and leadership.

WCIS has only attended the first designation ceremony, a fourth redesignation is a big deal. It is a tremendous honor and celebration in Washington DC. You will have a scheduled appointment with your Congress person. I hope you can send a team to represent your quality school, teachers and leadership.

As a redesignated Ohio School to Watch you will be recognized by:

The National Forum to Accelerate Middle-Grades Reform at the National Schools to Watch Conference June 24-27, 2020 Washington, DC (http://mgforum.org/)

As a redesignated School to Watch you are invited to present at the National Forum School to Watch Conference.

The Ohio Middle Level Association will also recognize new Ohio Schools to Watch at their annual conference at the Kalahari Convention Center in Sandusky, Ohio from October 22-23, 2020. http://ohiomla.org/annual-conference/2020-conference

Congratulations to the school, the district and the community.

Sincerely,

Dan Stacy, Consultant
Ohio Department of Education

Cc: Superintendent, Andrew Hill
ahill@wadsworthschools.org

B. Central Intermediate School Process Update: The first step of the Central Intermediate School Process is underway. The Wadsworth City School District Board of Education is soliciting proposals for legal services in connection with the potential building of a new intermediate school. The selected legal counsel will provide guidance, as needed, through all phases of the potential construction project, a tentative timeline of which is detailed below.

The qualifications for the legal services should include the following information:

- Competence to perform the required services as indicated by the technical training, education and experience of the personnel who will be assigned to perform the services;
- Ability in terms of workload and the availability of the personnel who will be assigned to perform the services;
- Experience with school construction projects;
- Cost of services: Provide proposed fee structures. Include estimated applicable hourly rates, blended rates or flat fee structures, as applicable. Also include manner and timing of billing (hourly, upon completion, etc.). Also describe available manners to negotiate fees to align with the District's project budget;
- List of at least three (3) references from school construction projects; and
- Other pertinent information.

Responding firms will be evaluated and ranked in the order of their qualifications. Following the evaluation process, the Wadsworth City School District Board of Education will select legal counsel to work with.

Proposals should be sent to the following by Friday, February 14, 2020:

Wadsworth City School District
524 Broad St.
Wadsworth, OH 44281
Attn: Andrew J. Hill, Ed.D., Superintendent

Tentative Timeline:

Activity	Date
Board Announces Intent to Build New CIS/Bond Issue	January-20
Begin Community Engagement Process	January-20
Select Construction Legal Counsel and A&E Firm	February-20
Select Build Process (Design Build, Traditional, CM @ risk)	May-20
Selection of Property	March-21
Preliminary Plans for Bond Levy (Contract w/A&E)	May-21
Levy Campaign	September-21
Ballot Date	November-21
Design Phase Begins	January-22
Financing Plan (Bond Issue(s))	January-22
Selection of Construction Manager	May-22
Design Phase Completed	December-22
Bid Openings	January-23
Ground Breaking	March-23
Open New Building	August-25

C. January 17, 2020 Professional Development Day: The schedule from the January 17, 2020 staff professional development day can be found by clicking here.

E. Athletic Trainer Services Request for Proposals: The Wadsworth City School District Board of Education is soliciting proposals for athletic trainer services, with the said services beginning on July 16, 2020. The selected athletic trainer service provider will provide athletic training services to support athletic programs at both Wadsworth Middle School and Wadsworth High School.

The qualifications for the athletic trainer services should include the following information:

- Competence to perform the required services as indicated by the technical training, education and experience of the personnel who will be assigned to perform the services;
- Ability in terms of workload and the availability of the personnel who will be assigned to perform the services;
- Experience with providing athletic trainer services to schools;
- Cost of services: Provide proposed fee structures. Include estimated applicable hourly rates, blended rates or flat fee structures, as applicable. Also include manner and timing of billing (hourly, upon completion, etc.). Also describe available manners to negotiate fees to align with the District's budget;
- List of at least three (3) references from schools; and
- Other pertinent information.

Responding firms will be evaluated and ranked in the order of their qualifications. Following the evaluation process, the Wadsworth City School District Board of Education will select the athletic trainer service provider to work with.

Proposals should be sent to the following by Friday, March 6, 2020:

Wadsworth City School District
524 Broad St.
Wadsworth, OH 44281
Attn: Andrew J. Hill, Ed.D., Superintendent

F. **Photographic Services Request for Proposals:** The Wadsworth City School District Board of Education is soliciting proposals for photographic services, with the said services beginning in the 2020-2021 school year. The selected photographic service provider will photograph school pictures for all eight (8) school buildings and will take yearbook pictures for seven (7) school buildings (excludes Wadsworth High School).

The qualifications for photographic services should include the following information:

- Competence to perform the required services as indicated by the technical training, education and experience of the personnel who will be assigned to perform the services;
- Ability in terms of workload and the availability of the personnel who will be assigned to perform the services;
- Experience with providing photographic services to schools;
- Cost of services: Provide proposed fee structure;
- List of at least three (3) references from schools; and
- Other pertinent information.

Responding firms will be evaluated and ranked in the order of their qualifications. Following the evaluation process, the Wadsworth City School District Board of Education will select the photographic service provider to work with.

Proposals should be sent to the following by Friday, March 6, 2020:

Wadsworth City School District
524 Broad St.
Wadsworth, OH 44281
Attn: Andrew J. Hill, Ed.D., Superintendent

G. **2019-2020 Staffing Analysis and Class Size and Enrollment Projection Documents:** The 2019-2020 staffing analysis document can be viewed by clicking here. Class size and enrollment projections can be viewed by clicking here. The 2019-2020 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 2020-2021 school year.

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. **Angela Carretta:** Ms. Carretta is being recommended to fill the Overlook Elementary School cafeteria position that was left open when Ms. Shauna Vetrick retired.

B. ACTION CONSENT ITEMS

4. **Ohio High School Athletic Association Agreements:** The Ohio High School Athletic Association agreements being recommended for approval are for the regional wrestling tournament to be held at Wadsworth High School on February 8, 2020, the sectional girls' basketball tournament game to be held at Wadsworth High School on February 15, 2020 and the sectional wrestling tournament to be held at Wadsworth High School on February 29, 2020.

5. **K-12 Prevention Education Partner Agreement:** The K-12 Prevention Education Partner Agreement between the Medina County ADAMH Board/Convener and the Wadsworth City School District being recommended for approval will allow our school district to participate in the prevention education program being offered by the Medina County ADAMH Board/Convener.

8. **Wadsworth Education Association Memorandum of Understanding:** The memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval will allow for twelve (12) hours of pay to Mr. Chris Kallai for work completed on the carpentry house between December 21, 2019 and January 5, 2020.

9. **Educational Service Center of Medina County Service Agreement Amendments:** The Educational Service Center of Medina County Service Agreement Amendments being recommended for approval are for the following reasons:

   a) Reading Specialist: The addendum increases the number of hours a reading specialist will work with students in our district, per each student's individual education program.

   b) Behavioral Specialist: The addendum will allow behavior specialist services to be provided to a student, per his individual education program.

   c) Educational Aide Services: The addendum will reduce the number of educational aide hours we purchase, saving the district $25,500.00, due to a student moving out of our school district.

10. **Comfort Systems USA Preventive Service & Maintenance Agreement:** The Comfort Systems USA Preventive Service & Maintenance Agreement being recommended for approval will allow our district to purchase a discounted block of one hundred (100) hours, to be used between February 11, 2020 and February 10, 2021.

11. **Barnes & Noble Booksellers, Inc. Bookfair Agreement:** The Barnes & Noble Booksellers, Inc. Bookfair Agreement being recommended for approval details the arrangement for the Valley View Elementary School bookfair at Barnes & Noble on April 18, 2020.

12.-13. **College Credit Plus Memorandum of Understandings:** The College Credit Plus Memorandum of Understandings between the University of Akron and the Wadsworth City School District Board of Education and Stark State University and the Wadsworth City School District Board of Education being recommended for approval detail the arrangements for the College Credit Plus program for the 2020-2021 school year.

14. **Costume Rental Contracts:** The Costume Rental Contracts between the Akron Design & Costume Co. and the Wadsworth City School District Board of Education being recommended for approval will allow our high school drama club to rent costumes for their Mama Mia and Barbecuing Hamlet shows.

16. **Traveling Classrooms Chaperone Agreement:** The Chaperone Agreement between Traveling Classrooms and the Wadsworth City School District Board of Education being recommended for approval specifies the district employees who will serve as chaperones on the upcoming 8th grade trip to Washington, D.C.

17. **Cummins Service Agreement Terms and Conditions:** The Cummins Service Agreement Terms and Conditions being recommended for approval will allow us to utilize the services of Cummins for certain HVAC work throughout our school district.

18. **Impero End User License Agreement:** The Impero End User License Agreement being recommended for approval will allow us to test a product that will allow teachers to monitor student Chromebooks while they are in the classroom.

19. **Revised Policy 5512.01:** The revision to Wadsworth City School District Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students, being recommended for approval addresses a housekeeping issue in D. 2. Wadsworth Middle School was inadvertently left off this section of the policy and the revision fixes this issue.

22. **Independent Contractor Agreement with ABA Behavioral Specialists:** The addendum to the Independent Contractor Agreement with ABA Behavioral Specialists being recommended for approval increases the Agreement by an amount not to exceed $27,000.00 while recogniging that services with ABA Behavioral Specialists will end at the end of the day on Friday, February 21, 2020.

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. **Calendar Year 2019 Credit Cards Rewards Report:** The updated credit card policy (revised September 2019) requires the treasurer to annually report to the Board of Education how points earned on our district credit cards are used. Our practice has been to redeem the points from the credit cards into the Central Office 018 fund. This provides a revenue source to an 018 account for Central Office employees. We use the funds for central office staff incentives such as our United Way luncheon and Pie Day (3.14) appreciation pies.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Organizational Meeting Date: January 8, 2020

The Wadsworth City Board of Education met in Organizational Session on Wednesday, January 8, 2020, at 7:00 P.M. in the James R. McIlvaine Performing Arts Center at Wadsworth High School, 625 Broad Street.

SWEARING-IN OF NEW BOARD MEMBERS

Treasurer Beeman administered the Oath of Office to the newly-elected Board Members: **(ATTACHED)**

Linda Kramer
Jill Stevens

CALL TO ORDER

PLEDGE OF ALLEGIANCE / ROLL CALL

Present	Batey, Gordon, Kramer, McComas, Stevens
Absent	0
Administrators	**12**
Staff	**5**
Visitors	88
Student Liaison	Logan Egleston

20-1-01 ELECTION OF BOARD PRESIDENT

Batey was nominated by **Gordon** 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, Kramer, McComas, Stevens, Batey
No vote necessary

20-1-02 ELECTION OF BOARD VICE-PRESIDENT

McComas 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 **Stevens**, to close nominations.

Roll Call – Kramer, McComas, Stevens, Batey, Gordon
No vote necessary

SWEARING-IN OF NEW OFFICERS

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

20-1-03 **SET DATES AND TIMES FOR 2020 REGULAR MEETINGS**

The motion was made by **Gordon**, seconded by **McComas**, to establish the 2020 Board Meeting dates as the second Monday of each month at 7:00 P.M. at Wadsworth High School, 625 Broad Street, except:

- November 2020 meeting will be Monday, November 16, 2020 (third Monday of the month)

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

20-1-04 **ESTABLISH SERVICE FUND FOR 2020**

The motion was made by **Kramer**, seconded by **Stevens**, to establish a service fund for 2020 in the amount of $6,000.

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

20-1-05 **PUBLIC RECORDS DESIGNEE**

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

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

20-1-06 **APPOINT LEGISLATIVE LIAISON TO THE OHIO SCHOOL BOARDS ASSOC.**

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

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

20-1-07 **REQUEST ADVANCE PAYMENT OF TAXES**

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

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

20-1-08 **APPROVAL OF BOARD MINUTES**

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

Regular Session December 9, 2019

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

20-1-09 **ADJOURNMENT**

The motion was made by **Stevens**, seconded by **McComas**, to adjourn at **7:09** p.m.

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

(Signed)_____
Julie Batey, President

(Attested)_____
Douglas D. Beeman, Treasurer

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: January 8, 2020

The Wadsworth City Board of Education met in Regular Session on Wednesday, January 8, 2020, at **7:09** P.M. at the James R. McIlvaine Performing Arts Center, 625 Broad Street.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Gordon, Kramer, McComas, Stevens
Absent	0
Administrators	12
Staff	5
Visitors	88
Student Liaison	Logan Egleston

STUDENT AND STAFF RECOGNITION

A. January Students of the Month

STUDENT	GRADE	SCHOOL
Landon Lanham	04	Franklin Elementary School
Angelina Gambaccini	04	Isham Elementary School
Reese Gruver (December)	04	Isham Elementary School
Caelyn Letner	04	Lincoln Elementary School
Delilah Sikora	04	Overlook Elementary School
Amos West	04	Valley View Elementary School
Gavin Shott	05	Central Intermediate School
Payton Looper	08	Wadsworth Middle School
Courtney Davis	12	WHS Career-Technical
Cole Lamp	12	WHS Career-Technical
Danielle Cheff	12	Wadsworth High School

B. Board of Education's School Spotlight for the Month of January: Valley View Elementary School

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. WCS District Board of Education's Mental Health Committee will meet on Thursday, January 16, at 4:00 p.m. in the Wadsworth High School Media Center (625 Broad Street).

ADMINISTRATIVE ITEMS

20-1-10 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **McComas**, to adopt the Personnel Consent Items from the January 8, 2020, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations

a)	Shawna Vetrick	Non-teaching Employee	(retire eff. 12/31/19)
b)	William Gearhart	Varsity Baseball Asst. Coach	(suppl. contract)
c)	Jeff Shenker	Reserve Baseball Coach	(suppl. contract)
d)	Deborah Britton	Non-teaching Employee	(retire eff. 07/01/20)

2. Employments

a)	Dawn Gangle	Non-teaching Employee	(eff. 12/12/19)
b)	Michele Cantwell	Non-teaching Employee	(eff. 12/17/19)
c)	Stephanie Lutz	Non-teaching Employee	(eff. 12/19/19)
d)	Amanda Simmons	Athletic Contest Worker	(eff. 12/27/19)
e)	Kris Myers	Athletic Contest Worker	(eff. 01/03/20)
f)	Carly Sandridge	Certified Substitute	(eff. 01/06/20)
g)	Doug Kulow	Home Instructor	(eff. 01/09/20)
h)	Michelle Gerlitz	Non-teaching Employee	(eff. 01/08/20)
i)	Matt Shiarla	Substitute Driver (Transportation)	(eff. 01/06/20)
j)	Robert Titus	Substitute Driver (Transportation)	(eff. 01/08/20)

k) Supplemental Contracts

Jeff Shenker	Varsity Asst. Baseball Coach
Luke Colopy	Varsity Asst. Football Coach (approved at 03/11/19 BoE mtg. as Vol. Coach)
Dominic Borsani	Varsity Asst. Football Coach (approved at 06/10/19 BoE mtg. as Vol. Coach)
Matthew Probst	Varsity Asst. Football Coach (approved at 06/10/19 BoE mtg. as Vol. Coach)
Timothy Yoder	WMS Boys Track Head Coach
Eric England	WMS Boys Track Asst. Coach
Matthew Hulme	WMS Boys Track Asst. Coach
Kristie Stoll	WMS Girls Track Head Coach
Amanda Simmons	WMS Girls Track Asst. Coach
Michele Minick	WMS Girls Track Asst. Coach
Debbie Lake	WHS Comedy Co-Director
Lindsay Patterson	WHS Comedy Co-Director

l) Volunteers

Meggan Lilly	Jenny Looper	
Matt Mountjoy	Steve Mueller	
Leigh Sager	Ali McCauley	(eff. 12/28/19)

3. Recommendation to grant unpaid leave to Blake Dickson on February 28, 2020.

4. Recommendation to grant unpaid leave to Johanna Corbin on March 31 and May 15, 2020.

5. Recommendation to accept the resignation of Rick Kortekass from the Wadsworth City School District Business Advisory Council (eff. 01/01/20).

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

20-1-11 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Kramer**, to adopt the Action Consent Items from the January 8, 2020, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept the following donations:

a)	Wadsworth Band Boosters	$1,732
b)	All-Sports Boosters	Softball pitching machine (valued at $1,544.40)
c)	Shawn and Rebecca Dishauzi	$500
d)	Golden Alliance, Inc. DBA/McDonald's	$554.01
e)	Blair Rubber Company	$1,000
f)	Alexander McIlvaine, DMD LLC (Family)	$1,000
g)	The Ryan Family Foundation	$2,500
h)	Joshua and Ann Weinberger	$500
i)	Blue Tip Festival	$1,000
j)	Charles and Billie Nicholson	$1,000
k)	Chris and Denise Scala	$500

2. Recommendation to approve an overnight field trip for the Varsity B Wrestling team to attend the OSU wrestling match on January 10, 2020.

3. Recommendation to allow Grace Geihl to complete her senior year (2019-2020 school year) under Ohio Revised Code 3313.64 F(10).

4. Recommendation to add Hailey Barfuss to the list of 2020 graduates, her having met all State and local requirements.

5. Recommendation to approve the Contract for per Diem Pupils (SF-14PD Reporting) with the Orange City School District.

6. Recommendation to approve the Commercial Monitoring and Alarm Services Agreement with Koorsen Fire & Security. **(ATTACHED)**

7. Recommendation to approve the Community Reinvestment Area Compensation Agreement between the City of Wadsworth, the Rohrer Corporation, and the Wadsworth City School District Board of Education. **(ATTACHED)**

8. Recommendation to approve the Preventive Maintenance Agreement between Schmid Mechanical and the Wadsworth City School District Board of Education for the period of January 1, 2020 through December 31, 2020. **(ATTACHED)**

9. Recommendation to approve the Amendment to the Educational Service Center of Medina County Service Agreement for the period of July 1, 2019 through June 30, 2020. **(ATTACHED)**

10. Recommendation to approve the Measuring & Regulating Station Easement between The East Ohio Gas Company, d/b/a Dominion Energy Ohio and the Wadsworth City School District Board of Education. **(ATTACHED)**

11. Recommendation to approve the Addendum to the Letter of Agreement dated October 31, 2019 between Great Wolf Lodge-Sandusky and the Wadsworth City School District Board of Education. **(ATTACHED)**

12. Recommendation to approve moving forward with the steps necessary to follow the Central Intermediate School Committee's recommendation to build a new Central Intermediate School for students in grades 5-6 on a different site while preserving the current building, in some capacity, with a priority on the preservation of OJ Work Auditorium, while permanently relieving the board of education of the costs and liability associated with the current building. **(ATTACHED)**

13. Recommendation to amend Wadsworth City School District Board of Education Resolution 19-12-104 4(b) to read a donation of $2,000.00 from the Franklin Elementary School PTO. **(ATTACHED)**

14. Recommendation to approve the Contract for Services between Great Sounds DJ Services and the Wadsworth City School District Board of Education. **(ATTACHED)**

15. Recommendation to approve the Addendum to the Independent Contract Agreement with Star Therapy & Sales Corporation, effective August 1, 2017 through July 31, 2020. **(ATTACHED)**

16. Recommendation to approve the Student Wellness and Success Funding Plan for the 2019-2020 School Year.

17. Recommendation approve the following overnight field trips:

    a) Band members to Philadelphia and New York in order to participate in the Philadelphia Thanksgiving Day Parade on November 26 (depart November 24 and return November 28, 2020)

    b) Bruin students to Iowa Caucus in order to interview candidates (depart January 31 and return February 4, 2020)

    c) National Forensic League members to Bethel Park, Pennsylvania for tournament competition (depart February 7 and return February 8, 2020)

18. Recommendation to approve the 2020 Northeast Ohio Lacrosse Officials Association Assignment Agreement. **(ATTACHED)**

19. Recommendation to approve the quote from Candle Coach LLC for the Franklin Elementary School field trip on May 14, 2020. **(ATTACHED)**

20. Recommendation to approve the advertising of bids for the parking lot/sidewalk work at 274 Grandview Avenue and Art Wright Stadium. **(ATTACHED)**

21. Recommendation to approve the Managing Advancement Programs (MAP) Partner Agreement between College Now Greater Cleveland and the Wadsworth City School District Board of Education. **(ATTACHED)**

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

20-1-12 Upon the recommendation of Treasurer Beeman, the motion was made by **Kramer**, seconded by **Gordon**, to adopt the Action Consent Items of the Treasurer from the January 8, 2020, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

1. Recommendation to approve Julie Batey as a Volunteer.

VOTE: Yea – McComas, Stevens, Gordon, Kramer
Abstain - Batey
Nay – None Motion Carried,

ITEMS OF THE TREASURER

20-1-13 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Kramer**, to adopt the Action Consent Items of the Treasurer from the January 8, 2020, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

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

2. Recommendation to approve Todd Gerber reappointment to the Library Board of Trustees for a seven-year term beginning January 1, 2020 and ending December 31, 2026.

3. Recommendation to approve the estimated revenue and expenses FY21 and submit them to the Medina County Budget Commission.

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

LEGISLATIVE UPDATE

KRAMER reported:

- Legislature currently on recess. New Ed Choice vouchers will be addressed upon their return.

- Territory Transfer – The Biennial Budget included language that removed the State Board of Education as the decision-maker in a territorial transfer. It is now a local county authority to grant territory transfer to a student.

FLOOR ITEMS

BOARD MEMBER ITEMS

LOGAN Announced the January edition of the Bruin will be released tomorrow. Thanked the Board for allowing the Bruin to travel to Iowa to participate in the Iowa caucus. Wadsworth CSD will be the only reporters from Medina County in Iowa.

GORDON Thanked Mr. Roberts for the incredible presentation on Valley View. Wished seniors well as entering their last semester of high school.

KRAMER Announced the wrestling match tomorrow at Highland has been cancelled.

STEVENS Thanked Board members, Dr. Hill and Mr. Beeman for the assistance given to her as she starts her position as a board member. Looks forward to the next four years.

McCOMAS Thanked Mr. Roberts. Congratulated Wrestling team for second place finish in the Suburban League meet. Announced 10-year reunion of the State Champion Wrestling Team at the GIT Tournament.

BATEY Welcomed Jill Stevens and congratulated Gary McComas on his vice presidency. Thanked Mr. Roberts

Mentioned the Business Advisory Council (BAC) and leaders from our business community have focused the past three months on what the District can do to help prepare our students for career readiness. Stated there had been a lot of great conversation at the committee level that will go back to helping our students.

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, B and D as listed above.

EXECUTIVE SESSION

20-1-14 The motion was made by **McComas**, seconded by **Gordon**, to enter Executive Session at **8:21** p.m.

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

EXECUTIVE SESSION recessed at **10:59** p.m.

ADJOURNMENT

20-1-15 The motion was made by **Stevens**, seconded by **McComas**, to adjourn at **11:00** p.m.

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

(Signed)_____
Julie Batey, President

(Attested)_____
Douglas D. Beeman, Treasurer

RETURN NO LATER THAN JUNE 30, 2020

BOARD OF EDUCATION/GOVERNING BOARD RESOLUTION

Authorizing 2020-2021 Membership in the Ohio High School Athletic Association

Whereas, **WADSWORTH CITY SCHOOLS**, District IRN number: **044974**
of **524 Broad Street , WADSWORTH, 44281 Medina County, Ohio**

Has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and

WHEREAS, The Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that all schools listed on the reverse side of this card do hereby voluntarily renew membership in the OHSAA and that in doing so, the Constitution, Bylaws, Regulations and Business Rules of the OHSAA are hereby adopted by this Board as and for its own minimum student-athlete eligibility requirements. Notwithstanding the foregoing, the Board reserves the right to raise student-athlete eligibility standards as it deems appropriate for the schools and students under its jurisdiction; and

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletics programs in accordance with the Constitution, Bylaws, Regulations, Business Rules, interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, Regulations, Business Rules and the interpretations and rulings rendered by the Executive Director's office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result I fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

Date of Resolution: _____

_____ _____
President of the Board of Education/Governing Body (Print) (Signature)

_____ _____
Superintendent/Head of School (Signature)

Superintendent E- Mail: _____

RETURN NO LATER THAN JUNE 30, 2020

WADSWORTH CITY SCHOOLS

SCHOOL(S)

The list below is all schools within your district that will abide by the resolution as printed on the front of this card. To add or remove any school to or from OHSAA Membership, please attach that request, signed by the superintendent on school letterhead to this card.

High Schools (9-12)

School Name	IRN	School Name	IRN
WADSWORTH	038935		

7th and 8th Grade Schools

School Name	IRN	School Name	IRN
WADSWORTH MIDDLE SCHOOL	005710		

Rev. 1/2014

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

TOURNAMENT SITE AGREEMENT

THIS AGREEMENT made and entered into this 27th day of January, 2020 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. 8, 2020	

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	DISTRICT
By _____	By _____
Its Commissioner	Its Superintendent / Chief Executive Officer
Date _____	Date _____
By _____	By _____
Its District Athletic Board Secretary (for Sectional and District Events only)	Its Treasurer / Chief Financial Officer
Date	Date _____

Site Manager

Sam Brandenburg

Contact Telephone

330-466-3600

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]** Wadsworth City Schools

This Tournament Site Availability Agreement is effective as of August 1, 2019, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2019-2020 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.

WINTER SPORTS

_____ **Bowling**	____ **Boys Basketball**	_____ **Swimming/Diving**
_____ **Gymnastics**	X **Girls Basketball**	_____ **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 2019-2020** 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.

School District: Wadsworth City Schools

By: Brad Musgrave

Brad Musgrave

(Signature)

Its: Athletic Director

CEO, Administrator, Principal, AD

OHSAA/District Athletic Board:

By: Larry Acker

_____

(Signature)

Its: Northeast District Athletic Board Secretary

Rev. 07/24/2019

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, site manager, 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. Additionally, all unused tickets provided by the OHSAA will be returned in the manner designated by the OHSAA.

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 Senior 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:

Northeast District Athletic Board

Attention: Larry Acker, Secretary

2480 Michael Way

Wooster, Ohio 44691

With copy to:

OHSAA

4080 Roselea Place

Columbus, OH 43214

Attention: Todd Boehm, Director of Finance and Accounting

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

CONFIRMATION OF
TOURNAMENT SITE AGREEMENT

This ***CONFIRMATION OF TOURNAMENT SITE AGREEMENT*** is executed this 3rd day of February, 2020 by and between the Ohio High School Athletic Association, dba the NEDAB (hereinafter "DAB"), and Wadsworth City Schools, located at 524 Broad St., Wadsworth, OH 44281 (hereinafter ("DISTRICT" or FACILITY)

Whereas, District or Facility has previously indicated its desire to host certain tournament events throughout the 2019-2020 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 or Facility'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 or FACILITY agrees to license the premises known as Wadsworth High Schoo 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 (circle one) Tournament in the sport of Girls Basketball.
c. The OHSAA Tournament Site Agreement General Terms and Conditions 2019-2020 are incorporated herein as if fully rewritten.
d. The times and dates for these tournament events are listed below.

Feb. 15, 2020	

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

_____

District or Facility
Wadsworth City Schools

OHSAA/District
By: Brad Musgrave

{Print Name}

Its: CEO–Administrator—Principal, AD

Brad Musgrave

Signature

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]** Wadsworth City Schools

This Tournament Site Availability Agreement is effective as of August 1, 2019, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2019-2020 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.

WINTER SPORTS

_____ **Bowling**	____ **Boys Basketball**	_____ **Swimming/Diving**
_____ **Gymnastics**	____ **Girls Basketball**	__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 2019-2020** 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.

School District: Wadsworth City Schools

By: Brad Musgrave

Brad Musgrave

(Signature)

Its: A.D.

CEO, Administrator, Principal, AD

OHSAA/District Athletic Board:

By: Larry Acker

_____

(Signature)

Its: Northeast District Athletic Board Secretary

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, site manager, 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. Additionally, all unused tickets provided by the OHSAA will be returned in the manner designated by the OHSAA.

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 Senior 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:

Northeast District Athletic Board

Attention: Larry Acker, Secretary

2480 Michael Way

Wooster, Ohio 44691

With copy to:

OHSAA

4080 Roselea Place

Columbus, OH 43214

Attention: Todd Boehm, Director of Finance and Accounting

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

CONFIRMATION OF TOURNAMENT SITE AGREEMENT

This ***CONFIRMATION OF TOURNAMENT SITE AGREEMENT*** is executed this 14th day of January, 2020 by and between the Ohio High School Athletic Association, dba the NEDAB (hereinafter "DAB"), and Wadsworth City Schools, located at 524 Broad St., Wadsworth, OH 44281 (hereinafter ("DISTRICT"' or FACILITY)

Whereas, District or Facility has previously indicated its desire to host certain tournament events throughout the 2019-2020 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 or Facility'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 or FACILITY 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 (circle one) Tournament in the sport of Wrestling.
c. The OHSAA Tournament Site Agreement General Terms and Conditions 2019-2020 are incorporated herein as if fully rewritten.
d. The times and dates for these tournament events are listed below.

Feb. 29, 2020	

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

District or Facility

Wadsworth City Schools

OHSAA/District

By: Brad Musgrave

{Print Name}

Its: CEO--Administrator—Principal, AD

Brad Musgrave

Signature

K-12 Prevention Education Partner Agreement

between:
Wadsworth City Schools
and
Medina County ADAMH Board/Convener

I. PURPOSE & SCOPE

The purpose of this agreement is to confirm that the school district wants to be involved in a community partnership planning process that will support the expansion of prevention efforts in the school, knowing that the funding will be spent on activities determined after a completed self-assessment and approval of an Action Plan. The school district will accept the funding as determined by the approved plan and share information gained from the Online Self-Assessment Tool completed by Wadsworth City Schools with the Medina County ADAMH Board/Convener for planning purposes with the community partnership. To begin the process the District will select one of the following:

District **will participate** in this funding opportunity X

District **would like technical assistance** to help them make a decision to participate in this funding opportunity

District **declines to participate in this** funding opportunity

II. RESPONSIBILITIES UNDER THIS AGREEMENT

A. Wadsworth City Schools agrees to:

1. Complete the online self-assessment and plan of action survey tools during the timeframe of **Dec. 13, 2019 – June 30, 2020**

2. Share information gained from the Self-assessment and other needs assessments to assist the Medina County ADAMH Board and community partners for planning purposes

3. Participate with the Medina County ADAMH Board and other partners in a process to develop a plan of action for the district focused on K-12 Prevention Education

4. Submit a brief Implementation Report by July 30, 2020

B. Medina County ADAMH Board agrees to:

1. Provide guidance and support to the Wadsworth City Schools and other community

partners in the development of a plan of action for K-12 Prevention Education

2. Review the completed online Self-Assessment for planning purposes

3. Agree not to share/discuss information in the completed online Self-Assessment Tool with anyone not associated with the school or the community partnership actively involved in developing the plan of action.

4. Participate in partnership meetings

III. EFFECTIVE DATE AND SIGNATURE

This agreement shall be effective upon the signature of the two parties' authorized officials. It shall be in force from Dec. 13, 2019 to June 30, 2020.

Both parties indicate consent to this agreement by their signatures.

Signatures and dates:

Superintendent Andrew Hill Wadsworth City Schools	1/28/2020 Date
Phillip Titterington Executive Director Medina County ADAMH Board	Date

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 Barberton City School 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 Schools Board of Education (District of Residence) for educational purposes for the school year of 2019-2020.

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay to the Barberton City 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 Barberton City School 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
1.	[redacted]	Wadsworth
	Effective 10/7/2020 - OHI-M (15)	
2.		

District of Attendance Superintendent Signature — Date: 1-21-2020

District of Attendance Treasurer Signature — Date: 1/22/2020

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 2019-2020.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

CONTRACT FOR NON-HANDICAPPED OPEN ENROLLMENT PUPILS

Agreement for Admission of **OPEN ENROLLMENT NON-HANDICAPPED PUPILS**

Pursuant to Section 3301.48, 3313.97 and 3313.98 O.R.C.

The Barberton City Board of Education (District of Attendance) herby enters into a contract for admission of the student(s) listed below with the **Wadsworth City School** Board of Education (district of Residence) for educational purposes for the school year of 2019-2020.

The Barberton City Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, as open enrolled from **Wadsworth City Schools** to **Barberton City Schools.**

Wadsworth City Schools Board of Education (District of Residence) hereby acknowledges that they have received the open enrollment forms and necessary paperwork to include the pupils(s) in their ADM certification. The pupil (s) listed below will be billed on the SF-OE form for tuition costs.

	Name of the Student (s)	Address of Student (s)
1.	See Attachment	
2.		
3.		

District of Attendance Superintendent Signature — Date: 1-21-2020

District of Attendance Treasurer Signature — Date: 1/22/2020

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 2019-2020

District of Attendance Superintendent Signature — Date

District of Attendance Treasurer Signature — Date

Open Enrollment as of 1/17/2020

Status	Grade	Student #	SSID	Last Name	First Name		Called Name	Primary Building	Address	City	Zip	DOR	Start Date	EMIS	How Rcv'd	Sent To 1IRN	Sent To 1 Reas	Disability
N	7	[redacted]					Wadsworth/	Middle School	[redacted]	Wadsworth	44281-6294	44974	1/7/2020	100	9	******	NA	15
N	6						Wadsworth/	Middle School		Wadsworth	44281-6294	44974	1/7/2020	100	9	******	NA	**
N	12						Wadsworth	High School		Wadsworth	44281-8686	44974	7/1/2019	100	9	******	NA	**
N	8						Wadsworth	Middle School		Wadsworth	44281-9586	44974	7/1/2019	100	9	******	NA	**
N	11						CBI	High School		Wadsworth	44281-1875	44974	7/1/2019	100	9	******	NA	**
N	11						Wadsworth	High School		Wadsworth	44281-9274	44974	7/1/2019	100	9	******	NA	**

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

This Memorandum of Understanding is entered into this 30th day of January 2020, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, 9.01, Length of Work Year, states the following:

"*1. The work year for a bargaining unit member shall be one hundred eightyfour (184) days, unless reduced by calamity days as provided in O.R.C. Section 3319.08, not to exceed five (5) days. Bargaining unit members are required to report to work for their regularly scheduled work day on calamity day six (6) and beyond, unless the district decides to make up the lost days of instruction, according to the contingency plan adopted by the Board. These work days will include no more than three (3) hours of professional development and/or group meeting time. The remainder of the work day(s) will be teacher driven pertinent to his/her teaching assignment. Members who arrive late on these days will provide a flex schedule to their principal.*

2. Members new to the District may attend up to two (2) additional days for orientation and in-service, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association. As part of the orientation and inservice, bargaining unit members whose primary focus is special education (e.g. intervention specialists) will be provided with an overview of district special education procedures.

3. Guidance counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected guidance counselors.

4. The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period."

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

1. For the 2019-2020 school year, due to the responsibilities involved in the Four Cities Compact Carpentry Program building and auctioning a house, Mr. Chris Kallai, carpentry teacher, will be extended additional work hours for work that was required by him on the house over the winter break that occurred from December 21, 2019 through January 5, 2020. The additional hours will be paid pursuant to a supplemental contract at his per diem rate. The hours he will be paid will not exceed twelve (12).

1. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

_____
Rob Earle, WEA Co-President

_____
Stephine Schmeltzer, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

Educational Service Center
of Medina County
"Stepping Up to Excellence"

SERVICE AGREEMENT

"ORC.3313.845 Contract"

TYPE

New

✓ Amendment

TERMS OF ASSURANCES

This agreement will be in effect for the Fiscal Year 2020 (July 1, 2019 - June 30, 2020)

BETWEEN

1. The Educational Service Center of Medina County
2. The Wadsworth City School District

SERVICE TO BE PERFORMED	AMOUNT TO BE BILLED
Reading Specialist	$36.00/hr x 30/hrs = $1,080.00 (increase from 108/hrs to 138/hrs)

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: 1/15/20

Superintendent — Date: 1/14/2020

For the Wadsworth City School District

Treasurer — Date

Superintendent — Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply 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.

Educational Service Center
of Medina County
"Stepping Up to Excellence"

SERVICE AGREEMENT

"ORC.3313.845 Contract"

TYPE

New

✓ Amendment

TERMS OF ASSURANCES

This agreement will be in effect for the Fiscal Year 2020 (July 1, 2019 - June 30, 2020)

BETWEEN

1. The Educational Service Center of Medina County
2. The Wadsworth City School District

SERVICE TO BE PERFORMED	AMOUNT TO BE BILLED
Behavior Technician	$30.00/hr x 488/hrs = $14,640.00

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 _____

Superintendent _____ Date _____

For the Wadsworth City School District

Treasurer _____ Date _____

Superintendent _____ Date _____

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply 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.

Educational Service Center of Medina County
"Stepping Up to Excellence"

SERVICE AGREEMENT

"ORC.3313.845 Contract"

TYPE

New

✓ Amendment

TERMS OF ASSURANCES

This agreement will be in effect for the Fiscal Year 2020 (July 1, 2019 - June 30, 2020)

BETWEEN

1. The Educational Service Center of Medina County
2. The Wadsworth City School District

SERVICE TO BE PERFORMED	AMOUNT TO BE BILLED
Educational Aide Services (MCBDD)	$20.00/hr x 1275/hrs = ($25,500.00) (decrease from 4275/hrs to 3000/hrs)

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: 1/29/20

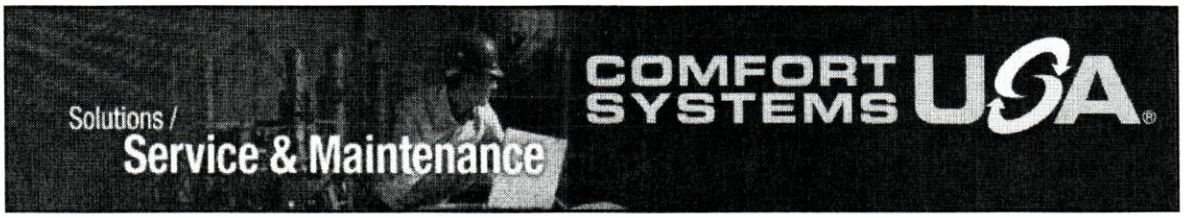
Superintendent — Date: 1/28/2020

For the Wadsworth City School District

Treasurer — Date

Superintendent — Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply 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.



PREVENTIVE SERVICE & MAINTENANCE AGREEMENT

PRESENTED TO:

HVAC EQUIPMENT LOCATED

All School Buildings in
Wadsworth, Ohio 44281

PRESENTED BY:

Ryan Salo
Account Manager

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This agreement is the property of Comfort Systems USA – Ohio (CSUSA) and is provided for Customer's use only. The scope of work defined herein is the intellectual property of Comfort Systems USA and is protected by United States copyright laws. CSUSA guarantees the prices stated in this agreement for thirty (30) days from the proposal date. Customer by execution of this agreement, acknowledges that it has been reviewed and understands the attached terms and condition had has the authority to enter into this agreement.

INTRODUCTION

Comfort Systems is part of the nation's largest HVAC and facility automation systems company. We offer unmatched purchasing power, the best-trained employees, financial strength and industry expertise. Our national presence makes us a stronger local company. We share best practices, ideas and technology to enhance project quality, performance, and safety. Our alliances with leading technology companies have helped us become experts on the latest systems for building automation, security, systems integration, HVAC, plumbing and medical gas. We provide customers with high-quality, cost-effective solutions. We deliver on time with maintenance services available to protect your investment.



37 Companies | 87 Locations in 72 Cities

EDUCATION

Our Technicians are graduates of a nationally recognized HVAC trade school and certified by the State of Ohio. To provide you with the best possible service, our technicians participate in rigorous, on-going training on all types of equipment. Our technicians have all necessary state certifications and are factory-certified to provide maintenance and warranty service for numerous equipment manufacturers. Our service team prides itself on helping others and keeping your building operating at peak performance. Emergencies are unavoidable but by having a dependable service provider, your investment will be just as important as it is today as it will be tomorrow.

COMMUNICATIONS

Comfort Systems operates a region-wide, 24-hour, 7-days-per-week electronic dispatch system; so we can immediately dispatch a service technician to your facility. Our wireless technology and vehicle tracking ensures that technicians arrive at your location fully-informed with the right tools and equipment to evaluate your needs and make repairs.



SAFETY

Comfort Systems employees receive comprehensive training and certification in OSHA 10 Hour Safety at a minimum. Managers and supervisors receive OSHA 30-hour training. In addition, we provide our employees with safety equipment and tools necessary to perform their work. Adherence to all Federal, State, and Local regulations is a given; in addition, our goal is also to eliminate unsafe acts and conditions that cause personal injury. Attitude means everything. Our expectation of zero accidents and injuries is achievable. Managers at all levels of our organization have a profound effect on the safety culture and continually create motivation for positive change to avoid complacency. Staying committed and involved keeps our workplace and work sites injury free!

PREVENTIVE MAINTENANCE AND SERVICE

As part of the nation's largest service provider, Comfort Systems can help you reduce owning and operating costs for one facility or for hundreds. Our diverse talent provides you the competitive advantage of a partner that understands and services your entire building system. We provide highly skilled technicians to maintain and service your mechanical, security, and building automation systems.

With our customized preventive maintenance programs, we can help you optimize equipment performance and keep your facility operating at design efficiency. With energy costs continuing to rise, and HVAC equipment consuming an average of 35% of building utilities, maintaining your HVAC system is crucial to your bottom line. Our team of experts look forward to partnering with you to deliver bottom line results throughout the life of your facility.

On average, Comfort Systems USA saves our customers three (3) to five (5) percent on operating costs through over 1,000 preventive maintenance programs.

CONTRACTING

Our Installation Department is equipped to handle jobs ranging in price from $200.00 to $2,000,000.00. We have an in-house sheet metal shop and engineering department. System design and building loads are accomplished by a highly sophisticated computerized system, which our designer operates, to provide computerized CAD drawings. We have an advantage in designing HVAC systems due to our large service department. With over 30 years of experience in design build and retrofit projects, we can provide you with the most cost effective solutions for your facility.

TEMPERATURE AUTOMATION AND ENERGY MANAGEMENT

From initial evaluation, through design, installation, and on-going service; Comfort Systems is prepared to be your Building Automation Services partner, by offering solutions including:

- Building Automation System needs assessment
- Control system design and optimization
- Design/build installation
- Systems integration
- Internet and Wide Area Network (WAN) based solutions
- Commissioning
- Operator training
- Remote monitoring and diagnostics

When you're ready to evaluate the economic feasibility of a building automation system, or determine the benefits of integrating security, digital video, card access and HVAC & lighting controls; we can help. Whether the project involves energy engineering to determine the most effective energy saving control strategies, or developing a master plan for open systems integration, Comfort Systems has the technical knowledge and practical project experience to get the job done.

PREVENTIVE MAINTENANCE AGREEMENT

CSUSA will provide the following service maintenance on all equipment scheduled as required and applicable in our best judgment to keep the system operating properly.

PREVENTIVE MAINTENANCE: Job labor and travel labor required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating conditions and efficiencies. Typical activities include:

- Cleaning fan impellers and blades, electrical contacts, burner orifices, passages and nozzles, pilots and ignitors, cooling tower baffles, basins, sumps and floats, chillers, compressor and boiler tubes, brush coil surfaces, etc.
- Aligning belt drives, drive couplings, air fins, etc.
- Calibrating safety controls, temperature and pressure controls, etc.
- Tightening electrical connections, mounting bolts, pipe clamps, refrigerant piping fittings, damper sections, etc.
- Adjusting belt tension, refrigerant charge, super heat, fan RPM, burner fuel/air ratios, gas pressure, set point of controls and limits, compressor cylinder unloaders, damper close off, sump floats, etc.
- Lubricating motors, fan and damper bearings, valve stems, damper linkages, fan vane linkages, etc.

REPORTING: Should system upgrades, corrective measures, or repairs be indicated during inspections, a report will be furnished to the owner with the recommendations and pricing as required. No additional work will be performed without approval of the owner or owner's agent.

REPAIR, REPLACE AND EMERGENCY SERVICE: Parts procurement labor (locating, ordering, expediting and transporting) and other expenses are not included in this agreement price and will be billed with sellers then current rates with purchaser's approval.

COMPONENTS, PARTS AND SUPPLIES: Repair and replacement parts and components are not included in this agreement price.

Block of Hours: Comfort Systems USA is offering a block of 100 service hours to be used in for preventive maintenance, emergency service calls and repairs. The total amount for this Agreement is $9,996.00; to be billed in twelve (12) monthly installment payments of $833.00 or the actual hours used for each month @ $100.00 per hour. This agreement ends on the date that the 100 hours are used or February 10, 2021. All hours must be used in the 12 month period. All replacement parts will be billed separately.

SCHEDULE:		AMENDMENTS:		
Winter Inspection	N/A	Labor To Change Filters	Yes ☐	No ☒
Spring Inspection	N/A	Cost Of Filters	Yes ☐	No ☒
Summer Inspection	N/A	Labor To Change Belts	Yes ☐	No ☒
Fall Inspection	N/A	Cost of Belts	Yes ☐	No ☒

ADDITIONAL INFORMATION AND COMMENTS: Truck charge of $75 will also be waived on any calls using this block of hours. After hours 3:30 PM to 7:00AM Monday through Friday and Saturday count as 1.5 hrs each and Sunday/Holidays are 2 hours each.

EFFECTIVE DATE AND DURATION: This agreement shall become effective **February 11, 2020** and shall be deemed to be automatically renewed thereafter from year to year unless the agreement is otherwise terminated or changed as permitted under terms and conditions.

SELLER'S ACCEPTANCE:	**PURCHASER'S ACCEPTANCE:**	**LOCATION:**
Comfort Systems USA - Ohio	Wadsworth City Schools	Wadsworth City Schools
7401 First Place	524 Broad St	All school locations in
Oakwood Village, Ohio 44146	Wadsworth, Ohio 44281	Wadsworth, Ohio 44281
P. 440-703-1600		
F. 440-703-1601		
BY: Ryan Salo	BY:	
SIGNATURE:	SIGNATURE:	
TITLE:	TITLE:	
DATE:	DATE:	

TERMS & CONDITIONS

Terms & Conditions apply as follows:

I. Should any payment due by purchaser become thirty (30) days or more delinquent, seller may terminate this agreement by written notice and all monies owed seller by purchaser shall be immediately payable upon request. 1.5% per month shall be charged on delinquent accounts over thirty (30) days old.

II. For services not covered under this agreement and performed by CSUSA upon purchaser's authorization, you agree to pay CSUSA upon presentation of itemized invoices at CSUSA's then current labor rate, transportation, and material charges.

III. This agreement does not include responsibility for the design of the system(s), obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

IV. In no event shall CSUSA be liable for business interruption losses, or consequential or speculative damages beyond its control. However, this shall not relieve CSUSA of liability for damages to property or injury to persons resulting from accidents caused directly by the negligence of CSUSA in the performance of its obligations under this agreement.

QUALITY ASSURANCE

Our Agreements include:

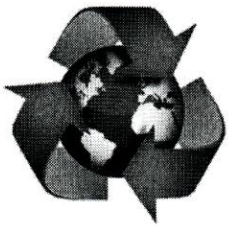
- Discounted rates on labor and parts
- Minimize chance of business interruption
- Lower equipment operating cost
- Extend equipment operating life
- Improve comfort conditions, productivity and reliability
- Priority emergency service in case of equipment failure
- Computerized maintenance scheduling and dispatching
- Assigned factory trained technicians
- Provide single source responsibility and "peace of mind"



CSUSA's maintenance agreements are designed to provide **Wadsworth City Schools** with an on-going maintenance program. This program will be initiated, scheduled, administered, monitored and updated by CSUSA. The service activities will be directed and scheduled on a regular basis by our computerized maintenance scheduling system based on manufacturer's recommendations and our own expertise.

Wadsworth City Schools will be informed of any recommended repairs or system upgrades after each inspection has been completed for approval and signature.

With energy costs continuing to rise, and HVAC equipment consuming an average of 35% of building utilities, maintaining your HVAC system is crucial to your bottom line. Our team looks forward to partnering with you to deliver bottom line results throughout the life of your facility.



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 schools Pre-K through 12 and non-profit literacy and arts 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

Make Payment Payable to: Wadsworth City Schools

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: April 18, 2020

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 ■

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:

SALES	EARNINGS			
	IN STORE		ONLINE	
	Percent Contributed to School/ Organization when **Cash Back** is Selected	Percent Contributed to School/ Organization when **BN Gift Card** is Selected	Percent Contributed to School/ Organization when **Cash Back** is Selected	Percent Contributed to School/ Organization when **BN Gift Card** is Selected
Up to $1,500	0%	5%	0%	5%
$1,500 to $5,000	5%	10%	0%	5%
$5,000 to $10,000	8%	15%	0%	5%
$10,000 to $125,000	10%	15%	0%	5%

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:

  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.~~ 1/31/2020 MB
- 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. on board agenda once it public. 1/31/2020 MB

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.
- Organization will comply with all laws, rules and regulations in its performance hereunder ~~and shall indemnify, defend, and hold Barnes & Noble, it's employees, officers, directors, and representatives harmless from any and all claims, demands, actions, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees), arising from (i) any breach of any of its representations or warranties set forth in this Agreement, (ii) its failure to notify Barnes & Noble of its commercial co-venture obligations arising out of the Bookfair Event.~~ 1/21/2020 MB
- 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)

Rachel Tomasik-Gurung 1/24/20

Store's Authorized Signature **Date**

COLLEGE CREDIT PLUS

Memorandum of Understanding
By and between

The University of Akron
And
Wadsworth City School District
2020 – 2021 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. Textbooks: All required textbooks, including access codes for e-books, 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.

Students seeking accommodations for ADA will be required to be assessed through The University of Akron Office of Accessibility. Resources will be determined by the Office of Accessibility based on submitted documentation and assessment.

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. Seat Time/Credit Hour Requirements: Courses offered at The District must meet the minimum number of "seat time" hours as determined by the number of credits for the course. A three-credit hour course must meet the equivalent of 150 minutes per week for fifteen weeks (a total of 2,250 minutes per semester). A four-credit hour course must meet the equivalent of 200 minutes per week for fifteen weeks (a total of 3,000 minutes for the semester). Class time missed for holidays or teacher in-service days, not observed by The University, must be made up.

C. 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. Instructional Details: 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 2020 - 2021 academic year (summer, fall and spring).

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 or A4, based on the following formula:

Ohio Department of Higher Education Mid-Rate 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 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. Joseph Urgo
Interim Executive VP & Provost

_____

Date

DISTRICT

BY:

_____

Dr. 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

Stark State
COLLEGE

January 21, 2020

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. Standard tuition and pricing for other modalities for CCP are reflected in the 2020/2021 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.

Stark State will continue to offer the course that allows students to earn the *OhioMeansJobs-Workforce Readiness Seal.* We also are excited that several of our high school partners have opted to offer both associate of arts and associate of science degree pathways to their students. Stark State's Director of CCP/Career Tech Shelly McCombs and her team continue to work diligently to serve your schools and students. They are meeting with your teams to select classes for Fall, 2020 that best meet your students' needs, and they can answer questions about CCP, the *OMJ-Readiness Seal* and associate degree 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 2020-21

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 $41.64 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.

_____(Name)

_____(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. The District will follow the IHE timeline for submission for Never Attends, midterm grades, and final grades.

14. Once students have completed the course(s), the IHE will submit official grades to the District in a timely manner.

15. The District and the IHE will implement the policies and procedures of the administrative rule for College Credit Plus underperforming students.

16. IHE and District agree that they will provide any necessary information needed for required College Credit Plus data collection.

17. The IHE and the District will collaborate annually on College Credit Plus informational meetings for parents and students.

18. Teachers must meet Ohio Department of Higher Education and college guidelines for adjunct status.

19. 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.

20. 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.

21. The IHE will provide adjunct faculty with course evaluations to be administered to students upon completion of the college course.

22. 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.

23. 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."

24. Online courses will follow the IHE semester calendar.

Financial Structure:

25. Neither IHE nor District will charge tuition or fees to students.

26. 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.

27. 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.

28. 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.

29. 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.

30. The IHE will retain all State Share of Instruction (SSI) funds for students completing all CCP courses.

31. 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. **$41.64/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. **$41.64/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.

32. 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 2020-21 academic year, including the Summer session in 2020. 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: Para M. Jones Date: January 23, 2020

School District: _____

Superintendent: _____ Date: _____

COSTUME RENTAL CONTRACT

www.akrondesign.com

Akron Design & Costume Co.
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

Estimated Subtotal of Rentals $ 1500.00
Estimate of Shipping $ —
Estimate of Grand TOTAL $ 1500.00
Down Payment (at least 25%) $ —

Down Payment: 25% of estimated total, paid by check or credit card. We can provide a performa invoice. Estimated Totals are subject to change depending on rental time, returns, expedited shipping, special orders, damages, etc.

Billing Address:

School/Theatre: Wadsworth City Schools
Attn: Doug Beeman, Treasurer
Street/P.O. Box: 524 Broad St
City, State, Zip Wadsworth, OH 44281

INSURANCE INFORMATION (to cover loss of costumes due to fire or disaster):

Insurance Carrier_____ Policy No._____ Agent Name_____ Phone No._____

CREDIT CARD MANDATORY FOR SECURITY PURPOSES. YOU MAY ALSO PAY RENTAL FEES WITH CC or CHOOSE METHOD BELOW.

( ) Credit Card ____-____-____-____ Exp __/__ CVV ____ Name on Credit Card_____

Credit Card Billing Address_____ CC Zip Code_____

OTHER PAYMENT METHOD(S) (CC still required):

( ) Check(s) - Amount $_____.__ Check #_____ Date __/__/__ | Amount $_____.__ Check #_____ Date __/__/__

(X) ***Purchase Order No.: 202023 ATTACH COPY OF P.O.

*** **In order to use a P.O. a 25% Minimum Down Payment must be made via Credit Card or Check.** The P.O. for the balance must be received before costumes are shipped. **TERMS**: With Purchase Order, Due upon Receipt, 1.5% past 30 days (18% Per Annum)

SHIP or PICK-UP (check one below)

( ) Ship costumes via UPS, USPS, or FedEx
(X) I will pick-up the costumes in person. (pick-up date 04-16-20)
( ) Ship UPS or FedEx with Account #_____

RETURNING THE COSTUMES (check one below):

( ) We will provide Return Shipping Labels with the boxes and I will deliver to UPS / FedEx location.
(X) I will return the Costumes in Person (return date 04-27-20)

Shipping Address:

School/Theatre:_____
Attn: _____
Street/P.O. Box: _____
City, State, Zip_____

We/I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Today's Date: 1-13-2020
Director/Costume Coordinator: Debbie Lake
Signature Debbie Lake
Principal/President/Treasurer:_____
Signature_____
Tax Exempt No.: _____

Measurements will affect the price of our costumes. XXS or XXL will be charged additional. To receive best pricing, measurements should be received 6 weeks prior to ship date. Changes & add-ons may be considered a rush and incur additional charges. These updated prices will replace the pricing from the costume plots.

X Proper measurements will be provided in a timely fashion. Customer will be charged if customer measures incorrectly.

Please contact us if you have any questions regarding this contract before signing.

COSTUME RENTAL CONTRACT

www.akrondesign.com **Terms & Conditions**

Akron Design & Costume
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

School/Organization Wadsworth High School

Play/Musical/Event Barbecuing Hamlet

Dates of Show Run April 23-25, 2020

Date Costumes Needed by April 16, 2020

Date Costumes Will Be Shipped/Returned April 27, 2020

Contact Info:

Contact Name: Debbie Lake

Phone: [redacted]

Mobile:

Fax:

Email: dlake@wadsworthschools.org

THIS CONTRACT MUST BE RETURNED TO AKRON DESIGN BEFORE ORDERS WILL BE RELEASED.

1. **RENTALS**
   Costumes rented to Educational Institutions only may be reserved via PURCHASE ORDER or letter of authorization from Principal, Treasurer, etc. We must have a copy of actual purchase order and correct billing address. For all other rentals, 1/3 down & dated series of checks for balance of the rentals plus security deposit is required. All checks with be deposited by the end of the performance or event. **Costumes ordered but not used: There will be a $10 per costume restocking charge for ALLcostumes NOT USED but returned before opening night. Full charges are made for all costumes NOT returned before opening night to Akron Design.**
2. **RUSH ORDERS**
   We highly recommend sending in all your paperwork with a **six-week pull/build time** allotment before the necessary ship date or pickup date. Otherwise, there is a *rush fee of $250.00* if paperwork is not submitted with a six-week allotment.
3. **PICK UP OR ARRIVAL**
   Costumes will be available for pick-up or will arrive the Monday Before or 3 days prior to Opening Performances. Pre-arrangements for costumes to arrive earlier may be made at an additional charge.
4. **SHIPPING OR DELIVERY**
   Shipping and Delivery will be determined by the options selected on the rental contract. It is the customers responsibility to ensure that the costumes will be picked-up and returned on agreed dates. Shipping terms must be specified on rental contract. The customer is responsible for all shipping and handling charges.
5. **RETURNS**
   Costumes should be returned the same way they were received: **on hangers and with the proper identification tags and NOT SMASHED IN THE BOXES. If Akron Design has to hunt for pieces of returned costumes throughout all the boxes additional charges will apply.Costumes not returned properly will be charged 10% of rental price.** Costumes should be packed /shipped and/or returned within 48 hours of the customer's last peformance.
6. **PROGRAM CREDIT**
   When Akron Design supplies costumes for the entire production or those for leading roles, credit would be appreciated - "www.akrondesign.com of Akron, OH" Please send a copy of the program with credit for a Ben Nye Makeup Coupon Code.
7. **MEASUREMENTS**
   Please measure accurately. Please follow measurement forms. We go by the exact sizes you order. Customer will be charged for any costumes sent that **the CUSTOMER** measured incorrectly. There will be additional charges for sizes XXL and larger.
8. **DAMAGES, ADDED ALTERATIONS, LOSSES**
   A breakdown of costumes supplied by Akron Design & Costume Co will be furnished to the Director or Department Head as the case may be. DAMAGE and LOSS: Damages such as but not limited to cigarette burns, stage grease, blood, excessive rips and tears AND EXCESSIVE MAKE-UP, that render the costume unusable for future use WILL BE CHARGED to the School or Organization, and proper replacement value will be made. PLEASE Powder all make-up before wearing costumes. **Excessive make-up will be charged extra for cleaning. MASKING TAPE may be used on collars and necklines to prevent make-up stains. Any damages to the costume due to Choregraphy or movement, such as knee burns, tears, or holes will result in full purchase of the costume: i.e. knee burns to pants of a suit, requires purchase of entire suit.** Alterations and fixes on costumes are to be made by HAND- STITCH or someone capable of machine stitching, and use safety pins as a last resort. By no means is the garment to be cut. Please ask for proper approval before altering.
9. **CANCELATIONS**
   In the event of a cancelation, the customer agrees to forfeit the deposit (at least 25% of the total rental. If a show is canceled four business days or less from the necessary ship date, then the customer will be charged the entire rental for one week.

We/ I have read the terms and conditions of the Rental Contract. We/I are herby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Director/Costume Coordinator: Debbie Lake Date 1-13-2020

Signature X Debbie Lake

Mamma Mia

COSTUME RENTAL CONTRACT

www.akrondesign.com

Akron Design & Costume Co.
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

Estimated Subtotal of Rentals $ 2500.00
Estimate of Shipping $ —
Estimate of Grand TOTAL $ 2500.00
Down Payment (at least 25%) $ —

Down Payment: 25% of estimated total, paid by check or credit card. We can provide a performa invoice. Estimated Totals are subject to change depending on rental time, returns, expedited shipping, special orders, damages, etc.

Billing Address:

School/Theatre: Wadsworth City Schools
Attn: Doug Beeman, Treasurer
Street/P.O. Box: 524 Broad St.
City, State, Zip Wadsworth, OH 44281

INSURANCE INFORMATION (to cover loss of costumes due to fire or disaster):

Insurance Carrier_____ Policy No._____ Agent Name_____ Phone No._____

CREDIT CARD MANDATORY FOR SECURITY PURPOSES. YOU MAY ALSO PAY RENTAL FEES WITH CC or CHOOSE METHOD BELOW.

( ) Credit Card ____-____-____-____ Exp __/__ CVV ____ Name on Credit Card_____

Credit Card Billing Address_____ CC Zip Code_____

OTHER PAYMENT METHOD(S) (CC still required):

( ) Check(s) - Amount $_____.__ Check #_____ Date __/__/__ | Amount $_____.__ Check #_____ Date __/__/__

(X) ***Purchase Order No.: 201960 ATTACH COPY OF P.O.

*** **In order to use a P.O. a 25% Minimum Down Payment must be made via Credit Card or Check.** The P.O. for the balance must be received before costumes are shipped. **TERMS**: With Purchase Order, Due upon Receipt, 1.5% past 30 days (18% Per Annum)

SHIP or PICK-UP (check one below)

( ) Ship costumes via UPS, USPS, or FedEx
(X) I will pick-up the costumes in person. (pick-up date 03-19-20)
( ) Ship UPS or FedEx with Account #_____

RETURNING THE COSTUMES (check one below):

( ) We will provide Return Shipping Labels with the boxes and I will deliver to UPS / FedEx location.
(X) I will return the Costumes in Person (return date 03-30-20)

Shipping Address:

School/Theatre:_____
Attn: _____
Street/P.O. Box: _____
City, State, Zip_____

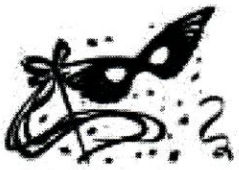
We/I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Today's Date: 1-13-2020
Director/Costume Coordinator: Debbie Lake
Signature Debbie Lake
Principal/President/Treasurer:_____
Signature_____
Tax Exempt No.: _____

Measurements will affect the price of our costumes. XXS or XXL will be charged additional. To receive best pricing, measurements should be received 6 weeks prior to ship date. Changes & add-ons may be considered a rush and incur additional charges. These updated prices will replace the pricing from the costume plots.

X Proper measurements will be provided in a timely fashion. Customer will be charged if customer measures incorrectly.

Please contact us if you have any questions regarding this contract before signing.



COSTUME RENTAL CONTRACT

www.akrondesign.com **Terms & Conditions**

Akron Design & Costume
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

School/Organization Wadsworth High School

Play/Musical/Event Mamma Mia

Dates of Show Run March 26-28, 2020

Date Costumes Needed by March 19, 2020

Date Costumes Will Be Shipped/Returned March 30, 2020

Contact Info:

Contact Name: Debbie Lake

Phone: [redacted]

Mobile:

Fax:

Email: dlake@wadsworthschools.org

THIS CONTRACT MUST BE RETURNED TO AKRON DESIGN BEFORE ORDERS WILL BE RELEASED.

1. **RENTALS**
   Costumes rented to Educational Institutions only may be reserved via PURCHASE ORDER or letter of authorization from Principal, Treasurer, etc. We must have a copy of actual purchase order and correct billing address. For all other rentals, 1/3 down & dated series of checks for balance of the rentals plus security deposit is required. All checks with be deposited by the end of the performance or event. **Costumes ordered but not used: There will be a $10 per costume restocking charge for ALLcostumes NOT USED but returned before opening night. Full charges are made for all costumes NOT returned before opening night to Akron Design.**
2. **RUSH ORDERS**
   We highly recommend sending in all your paperwork with a **six-week pull/build time** allotment before the necessary ship date or pickup date. Otherwise, there is a *rush fee of $250.00* if paperwork is not submitted with a six-week allotment.
3. **PICK UP OR ARRIVAL**
   Costumes will be available for pick-up or will arrive the Monday Before or 3 days prior to Opening Performances. Pre-arrangements for costumes to arrive earlier may be made at an additional charge.
4. **SHIPPING OR DELIVERY**
   Shipping and Delivery will be determined by the options selected on the rental contract. It is the customers responsibility to ensure that the costumes will be picked-up and returned on agreed dates. Shipping terms must be specified on rental contract. The customer is responsible for all shipping and handling charges.
5. **RETURNS**
   Costumes should be returned the same way they were received: **on hangers and with the proper identification tags and NOT SMASHED IN THE BOXES. If Akron Design has to hunt for pieces of returned costumes throughout all the boxes additional charges will apply.Costumes not returned properly will be charged 10% of rental price.** Costumes should be packed /shipped and/or returned within 48 hours of the customer's last peformance.
6. **PROGRAM CREDIT**
   When Akron Design supplies costumes for the entire production or those for leading roles, credit would be appreciated - "www.akrondesign.com of Akron, OH" Please send a copy of the program with credit for a Ben Nye Makeup Coupon Code.
7. **MEASUREMENTS**
   Please measure accurately. Please follow measurement forms. We go by the exact sizes you order. Customer will be charged for any costumes sent that **the CUSTOMER** measured incorrectly. There will be additional charges for sizes XXL and larger.
8. **DAMAGES, ADDED ALTERATIONS, LOSSES**
   A breakdown of costumes supplied by Akron Design & Costume Co will be furnished to the Director or Department Head as the case may be. DAMAGE and LOSS: Damages such as but not limited to cigarette burns, stage grease, blood, excessive rips and tears AND EXCESSIVE MAKE-UP, that render the costume unusable for future use WILL BE CHARGED to the School or Organization, and proper replacement value will be made. PLEASE Powder all make-up before wearing costumes. **Excessive make-up will be charged extra for cleaning. MASKING TAPE may be used on collars and necklines to prevent make-up stains. Any damages to the costume due to Choregraphy or movement, such as knee burns, tears, or holes will result in full purchase of the costume: i.e. knee burns to pants of a suit, requires purchase of entire suit.** Alterations and fixes on costumes are to be made by HAND- STITCH or someone capable of machine stitching, and use safety pins as a last resort. By no means is the garment to be cut. Please ask for proper approval before altering.
9. **CANCELATIONS**
   In the event of a cancelation, the customer agrees to forfeit the deposit (at least 25% of the total rental. If a show is canceled four business days or less from the necessary ship date, then the customer will be charged the entire rental for one week.

We/ I have read the terms and conditions of the Rental Contract. We/I are herby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Director/Costume Coordinator: Debbie Lake Date 1-13-2020

Signature X Debbie Lake

AGREEMENT

This Agreement is entered into between the **Wadsworth City School District Board of Education** ("Board") located at 524 Broad Street, Wadsworth, Ohio and **Traveling Classrooms**, located at PO Box 9568, Canton, Ohio 44711 on the date stated below.

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

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

WHEREAS, all expenses of the Group Leaders are part of the agreement for tour services between the Board and Traveling Classrooms; and

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

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

1. The Board shall have the exclusive authority to select, assign, reassign, or substitute Group Leaders for the educational tour.

2. The Board assigns the following persons to serve as Group Leaders:

Eric Jackson	Gretchen Pappas
Kristie Stoll	Beth Lawrence
Scott Metzger	Adam Innocenti
Amy Clark	Brent Ferguson
Megan Smith	Lynn Decker
Beth Beal	Chris Roberts

Peri Jurey	Katie Wilson
Ryan Likens	Cara Johnson
Greg Stoner	Rob Bodjanac
Mike Schmeltzer	Sam Quallich
Mike Moser	Kristy Nichol
Sam Piehl	Shannon Dedomenic
Bri Lowdermilk	Sam Teirney
Angie Hall	Jen Martin
Barbie Arnold	Lisa Wallen
Kathy Bell	Barb Jensen

3. The Board may change or substitute any or all Group Leaders as the Board in its sole discretion deems appropriate. Such change or substitution of Group Leader(s) by the Board may be for any reason or no reason at all and made at any time as determined solely by the Board.

4. This Agreement shall supersede any terms and conditions pertaining to the selection, retention or substitution of Group Leaders for the educational tour, as may be contained Exhibit A or in any other agreement, terms and/or conditions between the Board and Traveling Classrooms.

5. The Parties acknowledge that they have read and understand this Agreement, and that they have authority to enter into this Agreement and bind the Party.

6. Jurisdiction over any dispute, as between the Board and Traveling Classrooms, surrounding the educational tour including, but not limited to, this Agreement or the agreement for tour services shall be in the Medina County Court of Common Pleas, Medina Ohio.

Traveling Classrooms

By: _____

Date: 2/4/20

THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____ _____
Board President (in his official capacity only) Date

By: _____ _____
Superintendent (in his official capacity only) Date

Board Resolution Number: _____

*This Agreement has no legal effect absent Board approval.

WADSWORTH CITY SCHOOLS - 175627

OVERLOOK ELEM SCHOOL
650 BROAD ST
WADSWORTH, OH 44281
US
Tel: 330-3363571
Contact: SCOTT LARCH

East-T4-CLEVELAND OH BRANCH
7585 Northfield Rd
Walton Hills, OH 44146
USA
Tel: 800-286-6467

J415964

Job is Active

JOB DETAILS

ASSET NAME	OVERLOOK ELEM : K110269739
ASSET SERIAL #	K110269739
ASSET MAKE	FAMILY CODE-9/13/13-JD
ASSET MODEL	85.0GGHG
ASSET MANUF.	FAMILY CODE-9/13/13-JD

ASSET LOCATION	ASSET CONTACT
OVERLOOK ELEM SCHOOL 650 BROAD ST WADSWORTH, OH 44281 US	

SCHEDULED	JOB LEAD	CREW
12/3/19, 10:00 AM	Robert Frank	

BRANCH #: T4
WORK ORDER: 43420
SERVICE TYPE: PM
SITE CONTACT: SCOTT LARCH
SITE CONTACT NUMBER: 330-242-0499
SCHEDULE STATUS: Open

JOB DESCRIPTION

FULL SERVICE PREPAID

WORK DETAILS

NAME	DESCRIPTION	QTY
JOB SAFETY ASSESSMENT		
PM INSPECTION		
PM FULL SERVICE		

ATTACHMENTS

J415964_NA PMFS v1.2.pdf

LOADBANK TEST		
REQUEST FOR QUOTE (RFQ)		
PM/SITE INFORMATION		
PM PARTS UPDATE REQUEST		
WASTE OIL FORM		
PM MONTH INSPECTION		

JOB - J415964

NAME	DESCRIPTION	QTY
PARTS USED-RETURN-RESTOCK		

CONDITIONS

These Parts and/or Service Agreement Terms and Conditions, together with the Quote and/or Invoice on the front side are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote and/or Invoice ("Customer") and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply the parts ('Parts') and/or perform the maintenance and/or repair ('Service') on the equipment identified in the Quote and/or Invoice. No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing.

2. PAYMENT TERMS. Unless otherwise provided for in this Agreement and subject to credit approval, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit, as determined by Cummins, payments are due in advance or at the time of the sale or Service. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy under statute, Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. ~~Customer agrees to pay all costs of collection and attorneys fees for any late payments.~~ MM 12/18/19

3. DELIVERY. F.O.B. shipping point, unless otherwise stated in this Agreement. Charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Cummins' responsibility for any products sold ceases at the time of delivery to a freight carrier.

4. DELAYS. Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control including, but not limited to, acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, ~~delays in transportation,~~ fuel or materials, accidents, embargos, or labor disputes. MM 12/18/19

5. WARRANTY AND PROCEDURE.

New Cummins Parts, Components, and Accessories: The standard warranty of Cummins (or other manufacturers) for new parts, accessories and components will apply. In the event of defect of such items, only manufacturer's warranty will apply. Copies of the warranty are available upon request.

Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer the warranties of other manufacturers' exchange components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. Copies are available upon request.

Rebuilt Exchange Components: Cummins rebuilt exchange components will be free from defects in material and workmanship in accordance with Cummins' standard warranty which is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Cummins warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work: Cummins warrants repair work to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New Parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts.

Used Equipment and Materials: Equipment and materials are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used equipment and materials before completing the purchase. ?

The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

~~Cummins' complete liability for any failures resulting from improper workmanship performed by Cummins, and the Customer's exclusive remedy are limited to correction of improperly performed workmanship at the expense of Cummins. If Cummins determines, in its sole discretion, that it is~~ 12/18/19

impractical to remedy defects by service or repair, Cummins may refund part of the purchase price attributable to the defective service or repair paid by the Customer, and such refund shall be the sole and exclusive remedy for any such claim. This is the sole warranty with regard to service or repairs performed by Cummins. 12/18/19 MM

6. LIMITATIONS ON WARRANTIES AND REMEDIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you. 12/18/19 MM

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING 12/18/19 MM

FROM CUMMINS BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTS AND/OR SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN. 12/18/19 MM

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Indiana~~ Ohio without giving effect to any choice or conflict of law provision. The parties agree 12/18/19 MM

that the courts of the State of ~~Indiana~~ Ohio shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

8. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

9. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

10. CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

11. REFUNDS/CREDITS. All Parts returned to Cummins for credit must be in saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins. Items not included are: chemicals, electronics control modules, electrical components, gaskets, literature, open or resealed kits, paint, rubber parts, sensors, service tools and software.

12. DISPOSITION OF PARTS. All Parts replaced by Cummins as a result of making repairs covered by any warranty or for which claims will be presented to the manufacturer shall become the property of Cummins. All other products replaced in making repairs, unless otherwise a condition of the sale or unless Customer requests and removes promptly at the time products are delivered, shall become the property of Cummins. Any materials left on the premises of Cummins after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ADDITIONAL CHARGES. In carrying out the Services, Cummins may incur additional charges which will be passed on to the Customer as applicable. 12/18/19 MM

15. INDEMNIFICATION. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitations on Remedies, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The 12/18/19 MM

~~*indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.*~~ 12/18/19

IMPERO END USER LICENSE AGREEMENT

This EULA governs your and any of your Users use of the Software. Your use of the Software constitutes your acceptance of this EULA, and you are responsible for your Users use of the Software. Your use of the Software may otherwise be specified in an order document detailing the fees and support or other terms associated with the Software (an "Order"). Collectively the Order and this Impero End User License Agreement are referred to as the "EULA."

This EULA is between Impero US, Inc. ("**Impero**") and customer identified on the Order ("**You**" or "**Customer**") and governs your use, access, and distribution of the Software products provided to you by Impero, including any documentation or related written materials associated with the same (collectively the "**Software**") as well as any other services or activities described in the Order.

1. LICENSE. During the term of this EULA, and subject to your compliance with all terms of this EULA and your payment of all fees provided for in the Order, Impero grants to you a limited, non-exclusive, non-transferrable license to use the Software, in executable form only, for your internal operations and benefit of your students and staff (such other parties your "**Users**"). Upon termination of this license you shall promptly remove and uninstall all instances of the Software.

2. RESALE. You may only resell this software if you are not an educational institution, unless otherwise provided in the Order. If you are permitted to resell the Software, you must ensure that anyone to whom you provide the Software also agrees to this EULA. If you have purchased the Software other than from Impero, your fees, described in Section 6, shall be due to the reseller of the Software in accordance with the terms of your agreement with such third party.

3. RESTRICTIONS.

3.1. Compliance. You are responsible for compliance with any and all laws applicable to your use of the Software and the suitability of the Software for your implementation and use. You agree that you will only use the Software in compliance with the laws applicable to your use of the Software ~~and acknowledge that Impero makes no representation or warranty whatsoever regarding the compatibility of the Software with any given legal or regulatory requirement or privacy law.~~

11/5/19

3.2. Documentation. You may only use the Software in accordance with any and all documentation or other written materials provided to you describing the use of the Software (the "**Documentation**"). You agree, except as otherwise permitted herein to keep the Software and Documentation confidential, and you shall not attempt to reverse engineer or permit your Users to reverse engineer the Software.

4. SUPPORT. Impero will provide general assistance, troubleshooting, and related support services to you during the term of this EULA, subject to any additional specifications in your Order ("**Support**"). Support is available via phone during the timeframe specified in your Order. Impero may from time to time release patches, updates, bug fixes, and other enhancements to the Software ("**Patches**"), this EULA shall govern all Patches and they shall be considered Software for purposes of the EULA.

5. DISCLAIMERS. Impero makes no commitment to provide any services other than those described in this EULA, and any additional services are provided on an AS IS basis. Impero is not responsible to you or any third party for unauthorized access to your data in connection with your use of the Software. Impero and its affiliates, subsidiaries, vendors, suppliers, officers, and employees (collectively Impero's "Representatives") disclaim any and all warranties not expressly stated in the EULA to the maximum extent permitted by law including implied warranties such as merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. You are solely responsible for maintaining a backup copy of any data you store with or use in conjunction with the Software, and must maintain a suitable backup for use in the event of loss.

6. FEES. Unless otherwise specified in the Order, all fees are due within 30 days of invoice date. You shall be responsible for the payment of all sales, use, and similar taxes relating to your use of the Software.

What is the term?

7. **TERM AND TERMINATION.** This EULA shall continue until terminated in accordance with its terms or the termination of the Order. Either party may terminate the Order and this EULA for cause on written notice if the other party materially breaches the EULA (including a failure by you to pay fees when due) and does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach. Upon termination by Impero, all fees provided for in the Order shall immediately become due and payable.

~~8. **LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL IMPERO OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND. IN NO EVENT SHALL IMPERO BE LIABLE TO ANY PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, DATA, REVENUE, BUSINESS OPPORTUNITIES, CUSTOMERS, CONTRACTS, GOODWILL, OR REPUTATION. IN NO EVENT WILL IMPERO'S ACTUAL LIABILITY EXCEED THE AMOUNT OF FEES RECEIVED AS PART OF THE ORDER.~~ 11/5/19

~~9. **INDEMNIFICATION.** YOU HEREBY INDEMNIFY AND HOLD HARMLESS IMPERO AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS), LOSSES, LIABILITIES, PENALTIES, FINES, SETTLEMENTS OR DAMAGES ARISING OUT OF: (I) YOUR ACTUAL OR ALLEGED BREACH OF YOUR OBLIGATIONS CONTAINED WITHIN THIS EULA OR (II) YOUR BREACH OF YOUR AGREEMENTS WITH, OR LEGAL OBLIGATIONS TO, ANY OF YOUR USERS OR ANY PARTY TO WHOM YOU RESELL OR OTHERWISE PROVIDE THE SOFTWARE. YOUR OBLIGATIONS UNDER THIS SECTION INCLUDE CLAIMS ARISING OUT OF THE ACTS OR OMISSIONS OF YOUR USERS, EVEN YOU DID NOT AUTHORIZE SUCH ACTS OR OMISSIONS.~~ 11/5/19

10. **GOVERNING LAW.** The EULA is governed by the laws of the State of ~~Texas~~ Ohio, exclusive of any choice of law principles. Exclusive venue for all disputes arising out of the EULA shall be in the state or federal courts in ~~Travis County, Texas,~~ Medina County, Ohio and you agree not to bring any action in any other venue. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. No claim may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Each of us agrees that we will not bring a claim under the EULA more than two years after the time that the claim ~~accrued. The EULA shall not be governed by the United Nations Convention on the International Sale of Goods.~~ Ohio 11/5/19

11. **MISCELLANEOUS.**

11.1. **Entire Agreement.** The EULA constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral. This EULA may only be varied by a written agreement by both parties that expressly refers to this EULA. The following provisions shall survive expiration or termination of this EULA: ~~Liability, Indemnification,~~ Governing Law, Miscellaneous, all terms of the EULA requiring you to pay any fees, and any other provisions that by their nature are intended to survive expiration or termination of the EULA. 11/5/19

11.2. **Notices.** You agree to promptly provide written notice by certified mail return receipt requested to Impero at Software, Oak House, Mere Way, Nottingham, England NG11 6JS, of any suspected breach by Impero of this EULA, including the specifics of any claim of breach or for damages and to provide Impero with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Impero for damages, you must give notice to Impero of any claim for damages within 6 months of the date the claim arises. ~~No claim of breach of this EULA shall be made by Customer unless and until all uncontested amounts owed by Customer have been paid to Impero.~~ 15 days

11.3. **Enforceability.** If any part of the EULA is found unenforceable, the rest of the EULA will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the EULA. Other than Representatives, there are no third-party beneficiaries to the EULA. 11/5/19

IMPERO SOLUTIONS, INC.
DATA PROTECTION POLICY

1. INTRODUCTION

1.1. You have legal rights with regard to the way your personal data is handled. In the course of our business activities we collect, store and process personal data about our customers, suppliers and other third parties, and therefore in order to comply with the law and to maintain confidence in our business, we acknowledge the importance of correct and lawful treatment of this data. All people working in or with our business are obliged to comply with this policy when processing personal data.

1.2. This policy and any other documents referred to in it sets out the basis on which we will process any personal data we collect from Data Subjects, for example, customers and business contacts, or that is provided to us by Data Subjects or other sources.

1.3. It also sets out our obligations in relation to data protection under the General Data Protection Regulation ("the Regulation").

1.4. This policy sets out rules on data protection and the legal conditions that must be satisfied when we obtain, handle, process, transfer and store personal data. The procedures and principles set out herein must be followed at all times by us and our employees, agents, contractors, or other parties working on behalf of the Company.

1.5. We aim to ensure the correct, lawful, and fair handling of your personal data and to respect your legal rights.

2. TERMINOLOGY

2.1. Data is information which is stored electronically, on a computer, or in certain paper-based filing systems.

2.2. Data Subjects for the purpose of this policy include all living individuals about whom we hold personal data. A Data Subject need not be a UK national or resident. All Data Subjects have legal rights in relation to their personal information.

2.3. Personal data means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual (for example, a name, address or date of birth) or it can be an opinion about that person, their actions and behaviour.

2.4. Data controllers are the people who or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They are responsible for establishing practices and policies in line with the Act. We are the data controller of all personal data used in our business for our own commercial purposes.

2.5. Processing is any activity that involves use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties. We are the data processor of all personal data provided by our customers.

3. THE COMPANY'S ROLE AS A DATA CONTROLLER

3.1. The Company shall ensure that the following information is provided to every Data Subject when personal data is collected or in advance of data collection:

- **a)** Details of the Company including, but not limited to, the identity of its Data Protection Officer.
- **b)** The purpose(s) for which the personal data is being collected and will be processed and the legal basis justifying that collection and processing;
- **c)** Where applicable, the legitimate interests upon which the Company is justifying its collection and processing of the personal data;
- **d)** Where the personal data is not obtained directly from the Data Subject, the categories of personal data collected and processed;
- **e)** Where the personal data is to be transferred to one or more third parties, details of those parties;
- **f)** Where the personal data is to be transferred to a third party that is located outside of the European Economic Area (the "EEA"), details of that transfer, including but not limited to the safeguards in place;
- **g)** Details of the length of time the personal data will be held by the Company (or, where there is no predetermined period, details of how that length of time will be determined);

h) Details of the Data Subject's rights under the Regulation;
i) Details of the Data Subject's right to withdraw their consent to the Company's processing of their personal data at any time;
j) Details of the Data Subject's right to complain to the Information Commissioner's Office (the 'supervisory authority' under the Regulation);
k) Where applicable, details of any legal or contractual requirement or obligation necessitating the collection and processing of the personal data and details of any consequences of failing to provide it;
l) Details of any automated decision-making that will take place using the personal data (including but not limited to profiling), including information on how decisions will be made, the significance of those decisions and any consequences.

3.2. The information set out above shall be provided to the Data Subject at the following applicable time:
a) Where the personal data is obtained from the Data Subject directly, at the point of collection, or in advance of collection;
b) Where the personal data is not obtained from the Data Subject directly (i.e. from another party):
c) If the personal data is used to communicate with the Data Subject, at the time of the first communication; or
d) If the personal data is to be disclosed to another party, before the personal data is disclosed; or
e) In any event, not more than one month after the time at which the Company obtains the personal data.

3.3. A Data Subject may make a subject access request ("SAR") at any time to find out more about the personal data which the Company holds about them. The Company is normally required to respond to SARs within one month of receipt (this can be extended by up to two months in the case of complex and/or numerous requests, and in such cases the Data Subject shall be informed of the need for the extension).
3.4. All subject access requests received must be forwarded to Nick Broadhurst, the Company's data protection officer. The Company does not charge a fee for the handling of normal SARs. The Company reserves the right to charge reasonable fees for additional copies of information that has already been supplied to a Data Subject, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.
3.5. If a Data Subject informs the Company that personal data held by the Company is inaccurate or incomplete, requesting that it be rectified, the personal data in question shall be rectified, and the Data Subject informed of that rectification, within one month of receipt the Data Subject's notice (this can be extended by up to two months in the case of complex requests, and in such cases the Data Subject shall be informed of the need for the extension). In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification of that personal data.
3.6. Data Subjects may request that the Company erases the personal data it holds about them in the following circumstances:
a) It is no longer necessary for the Company to hold that personal data with respect to the purpose for which it was originally collected or processed;
b) The Data Subject wishes to withdraw their consent to the Company holding and processing their personal data;
c) The Data Subject objects to the Company holding and processing their personal data (and there is no overriding legitimate interest to allow the Company to continue doing so);
d) The personal data has been processed unlawfully;
e) The personal data needs to be erased in order for the Company to comply with a particular legal obligation.

3.7. Unless the Company has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the Data Subject informed of the erasure, within one month of receipt of the Data Subject's request (this can be extended by up to two months in the case of complex requests, and in such cases the Data Subject shall be informed of the need for the extension). In the event that any personal data that is to be erased in response to a Data Subject request has been disclosed to third parties,

those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

3.8. Data Subjects may request that the Company ceases processing the personal data it holds about them. If a Data Subject makes such a request, the Company shall retain only the amount of personal data pertaining to that Data Subject that is necessary to ensure that no further processing of their personal data takes place. In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

4. THE COMPANY'S ROLE AS A DATA PROCESSOR

4.1. The Company processes information on behalf of its customers, including personal data and special personal data, under the following bases:

- **a)** explicit consent from the Data Controller;
- **b)** a contract between the Company and the Data Controller;
- **c)** processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Data Controller;
- **d)** processing is necessary for the purposes of the legitimate interests pursued by the Data Controller or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the Data Subject which require protection of personal data, in particular where the Data Subject is a child.

4.2. The Company will only collect and process personal data for and to the extent necessary for the specific purpose(s) informed to the Data Controller. It is the responsibility of the Data Controller to make the Data Subjects aware of this data processing.

4.3. The Company, to the fullest extent possible, shall provide the means to ensure that all personal data collected and processed is kept accurate and up-to-date, but this ultimate responsibility will lie with the Data Controller.

4.4. When requested by the Data Controller, the Company will erase any data belonging to the Data Controller held on its systems.

4.5. If the Company receives a SAR or data portability request from a Data Subject where data is controlled by the Data Controller, this will be forwarded to the Data Controller at the earliest available opportunity.

4.6. Upon receiving a data portability request or SAR from a Data Controller, the Company will respond to this as soon as practicable and in any event within ten working days.

5. DATA PORTABILITY

5.1. Where Data Subjects have given their consent to the Company to process their personal data in such a manner or the processing is otherwise required for the performance of a contract between the Company and the Data Subject, Data Subjects have the legal right under the Regulation to receive a copy of their personal data and to use it for other purposes (namely transmitting it to other Data Controllers, e.g. other organisations).

5.2. To facilitate the right of data portability, the Company shall make available all applicable personal data to Data Subjects or Data Controllers in the following format:

- **a)** For scanned information or information which the company does not hold in an editable format, PDF or image file;
- **b)** For written information in which the company holds it in an editable format, as a docx, rtf or pages file;
- **c)** For tabular information in which the company holds it in an editable format, as a xlsx, csv or numbers file;
- **d)** For information retrieved from a database, as a csv or sql file.

5.3. Where technically feasible, if requested by a Data Subject, personal data shall be sent directly to another Data Controller.

5.4. All requests for copies of personal data shall be complied with within one month of the Data Subject's request (this can be extended by up to two months in the case of complex requests in the case

of complex or numerous requests, and in such cases the Data Subject shall be informed of the need for the extension).

6. DATA SECURITY

6.1. The Company shall implement reasonable and appropriate controls designed to help ensure that all personal data collected and processed is kept secure and protected against unauthorised or unlawful processing and against accidental loss, destruction or damage.

6.2. The Company has measures in place to minimise and handle risks including safeguards, data security, and other measures and mechanisms to ensure the protection of personal data, sufficient to demonstrate compliance with the Regulation. Further details of these can be provided to Data Subjects and Data Controllers on request.

7. OBJECTIONS

7.1. Data Subjects have the right to object to the Company processing their personal data based on legitimate interests (including profiling), direct marketing (including profiling), and processing for scientific and/or historical research and statistics purposes.

7.2. Where a Data Subject objects to the Company processing their personal data based on its legitimate interests, the Company shall cease such processing forthwith, unless it can be demonstrated that the Company's legitimate grounds for such processing override the Data Subject's interests, rights and freedoms; or the processing is necessary for the conduct of legal claims.

7.3. Where a Data Subject objects to the Company processing their personal data for direct marketing purposes, the Company shall cease such processing forthwith.

7.4. Where a Data Subject objects to the Company processing their personal data for scientific and/or historical research and statistics purposes, the Data Subject must, under the Regulation, 'demonstrate grounds relating to his or her particular situation'. The Company is not required to comply if the research is necessary for the performance of a task carried out for reasons of public interest.

8. PRIVACY IMPACT ASSESSMENTS

8.1. The Company shall carry out Privacy Impact Assessments when and as required under the Regulation. Privacy Impact Assessments shall be overseen by the Company's data protection officer and shall address the following areas of importance:

- **a)** The purpose(s) for which personal data is being processed and the processing operations to be carried out on that data;
- **b)** Details of the legitimate interests being pursued by the Company;
- **c)** An assessment of the necessity and proportionality of the data processing with respect to the purpose(s) for which it is being processed;

9. ACCOUNTABILITY

9.1. The Company's data protection officer is Nick Broadhurst.

10. ORGANISATIONAL MEASURES

10.1. All employees, agents, contractors, or other parties working on behalf of the Company shall be made fully aware of both their individual responsibilities and the Company's responsibilities under the Regulation and under this Policy, and shall be provided with a copy of this Policy.

10.2. Only employees, agents, sub-contractors, or other parties working on behalf of the Company that need access to, and use of, personal data in order to carry out their assigned duties correctly shall have access to personal data held by the Company;

10.3. All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately trained to do so.

10.4. All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately supervised.

10.5. Methods of collecting, holding and processing personal data shall be regularly evaluated and reviewed.

10.6. The performance of those employees, agents, contractors, or other parties working on behalf of the Company handling personal data shall be regularly evaluated and reviewed.

(5)

10.7. All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the Regulation and this Policy by contract.

10.8. All agents, contractors, or other parties working on behalf of the Company handling personal data must ensure that any and all of their employees who are involved in the processing of personal data are held to the same conditions as those relevant employees of the Company arising out of this Policy and the Regulation.

10.9. Where any agent, contractor or other party working on behalf of the Company handling personal data fails in their obligations under this Policy that party shall indemnify and hold harmless the Company against any costs, liability, damages, loss, claims or proceedings which may arise out of that failure.

Does this pass to us?

11. DATA BREACH NOTIFICATION

11.1. All personal data breaches must be reported immediately to the Company's data protection officer.

11.2. If a personal data breach occurs and that breach is likely to result in a risk to the rights and freedoms of Data Subjects (e.g. financial loss, breach of confidentiality, discrimination, reputational damage, or other significant social or economic damage), the data protection officer must ensure that the Information Commissioner's Office is informed of the breach without delay, and in any event, within 72 hours after having become aware of it.

11.3. In the event that a personal data breach is likely to result in a high risk (that is, a higher risk than that described under Part 27.2) to the rights and freedoms of Data Subjects, the data protection officer must ensure that all affected Data Subjects are informed of the breach directly and without undue delay.

11.4. Data breach notifications shall include the following information:

- **a)** The categories and approximate number of Data Subjects concerned;
- **b)** The categories and approximate number of personal data records concerned;
- **c)** The name and contact details of the Company's data protection officer (or other contact point where more information can be obtained);
- **d)** The likely consequences of the breach;
- **e)** Details of the measures taken, or proposed to be taken, by the Company to address the breach including, where appropriate, measures to mitigate its possible adverse effects.

12. INTERNATIONAL TRANSFERS

12.1. The Company shall only store and transfer personal data in the United Kingdom except where set out in Schedule 1.

13. IMPLEMENTATION

13.1. This Policy shall be deemed effective as of 1st May 2018. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.

Book	Policy Manual
Section	Ready for Production February 2020
Title	Copy of RANDOM ALCOHOL, DRUG AND NICOTINE TESTING OF WADSWORTH CITY SCHOOL DISTRICT STUDENTS
Code	po5512.01
Status	
Adopted	May 8, 2017
Last Revised	June 28, 2018

5512.01 - **RANDOM ALCOHOL, DRUG AND NICOTINE TESTING OF WADSWORTH CITY SCHOOL DISTRICT STUDENTS**

Overview

The procedure for initial and random alcohol, drug and nicotine testing of participating students is accomplished in conjunction with an independent testing Vendor selected by the Board of Education. The Vendor will be provided, by the Designated Official, a full list of eligible students and, in turn, the Vendor will randomly select students for testing at regular intervals. The Vendor will send qualified collectors to the school who will oversee the collection of all specimens as outlined in 6(b). The Vendor will provide Medical Review Officer (MRO) services for interpretation and verification of results. Results will be reported to the Designated Official by the MRO. Specimens are collected as split specimens which requires the Vendor to separate the specimen in two separate containers. One (1) specimen will be tested and the other will be held for a second test, if required.

A. A STATEMENT OF NEED AND PURPOSE

Recognizing that the use of alcohol, drugs and nicotine by students involved in activities is a national problem, and with the support from the U.S. Supreme Court, the Wadsworth City School district implements this program of deterrence and identification, as a proactive approach to a truly safe and alcohol, drug and nicotine free school. Likewise, through participation in activities, students using harmful substances pose a threat to their own health and safety, as well as to that of other students. The purpose of this program is fourfold:

1. to provide for the health and safety of all students;
2. to undermine the effects of peer pressure by providing a legitimate reason for students to refuse to use alcohol, drug and/or nicotine;
3. to encourage students who use alcohol, drug and/or nicotine to participate in treatment programs; and
4. To prevent the impact alcohol, drugs and nicotine use have on the learning centers of the brain, allowing each student to achieve his/her full academic potential while he/she is involved in activities within the Wadsworth City School District.

This program is designed to create a safe, alcohol, drug and nicotine free, environment for students and assist them in getting help when needed. The program does not affect the current policies, practices, or rights of the District regarding student alcohol, drug and/or nicotine possession or use, where reasonable suspicion is established by means other than testing through this policy.

Any student in grades seven (7) through twelve (12) and his/her parent/guardian/custodian(s) must first sign a testing registration/consent form in order to be eligible to participate in any one (1) or combination of the following:

1. Purchasing a parking pass, which allows a student to drive to/from school;
2. Athletics; and/or
3. Extra-curricular activities (that are not tied to an academic grade) other than athletics.

B. SUPPORTING DATA

Random testing of a public school interscholastic athlete is legal as determined by the United States Supreme Court in the case of Vernonia School District 47J (Oregon) v Wayne and Judy Acton, and Pottawatomie v. Earls.

C. DEFINITIONS

Adulterant/Adulteration - Any attempt to alter the outcome of the test by adding a substance to the sample, attempting to switch the sample, or otherwise interfere with the detection of illicit or banned substances in the urine, or purposefully over hydrating oneself in an attempt to dilute the urine to decrease possible detection of illicit or banned substances.

Banned Substance - A substance defined by school policy as being banned from use by students.

Chain-of-Custody Form - A preprinted form provided by the testing laboratory that records all contact with the provided specimen. The form is initialed by the collector and donor then stays with the specimen until the results are certified by the testing scientist and forwarded to the MRO for final certification.

Designated Official(s) - The individual hired and/or identified by the district to oversee programs of the school or district. There may be one (1) Designated Official in each school building that participates in testing of students.

Illicit Substance - A drug classified by the Drug Enforcement Administration (DEA) as being available only by prescription from a physician or classified as being controlled and having no therapeutic use.

Medical Review Officer (MRO) - A licensed physician trained and certified in the process and interpretation of drug testing results.

Quantitative Levels - The measurement levels of specific chemicals in the urine reported usually in nanograms per milliliter (ng/ml).

SAMHSA - The Substance Abuse and Mental Health Services Administration, a governmental agency that certifies toxicology laboratories that perform alcohol, drug and nicotine testing following strict guidelines and constant quality assurance programs.

Student Participant - A qualified student participating on a sanctioned activity as defined by OSHAA/or in a qualifying activity recognized by the Board of Education.

Testing Year - The testing year begins August 1 and continues for 365 days thereafter.

Vendor - The medical office or company selected by the Board of Education to carry out the procedure identified in this policy.

D. PROCEDURES FOR STUDENT PARTICIPANTS

1. Informed Consent for Testing

   At the beginning of each season/year, student participants and their respective parent/guardian/custodian will complete and sign the testing registration/consent form. No student may participate until this form is properly executed and on file with the Designated Official.

2. Alcohol, Drug and Nicotine Testing Frequency

   All eligible student participants will be tested at a minimum of one (1) time during current school year regardless of when they join the activity. This testing will be completed on a specified date and time.

   Subsequent testing will be done on a random basis throughout the school year. All students wishing to participate may be subject to testing for illicit or banned substances as specified in Paragraph 6(c) below. Eligible students will be randomly tested, on up to a bi-weekly basis, anytime during the testing year. This program continues until the student graduates. Any student that has completed his/her activity, and does not intend on participating in any other activity for the remainder of his/her time at Wadsworth Middle or High School, may be removed from the program with a signed parent/guardian/custodian letter to the Designated Official. If no letter is submitted, and the parent/guardian/custodian submits the testing registration/consent form yearly, then the student will remain in the program for the remainder of his/her school year. If the student decides to rejoin an activity after submitting the letter of removal then he/she will be treated as an initial entrant into the Wadsworth City School Drug Testing policy/procedures. Any student who refuses to submit to testing or does not submit a completed testing registration/consent form will not be allowed to purchase a parking pass or participate in athletics or non-academic extracurricular activities in the Wadsworth City School District.

3. Sample Collection

   Samples will be collected as outlined under Paragraph 4(d) below. Any eligible student selected randomly for testing who is not in school on the day of testing will be tested at the next available testing time. Students not able to provide an adequate urine specimen at the testing time will be offered the opportunity to consent to a saliva sample after it is determined by the Vendor and Designated Official that the student has adequately attempted to provide a urine sample. If the Student voluntarily consents to a saliva sample after it is determined by the Vendor and Designated Official that the student has adequately attempted to provide a urine sample, the saliva sample will be collected as outlined in Paragraph D(4). Otherwise the Student will be unable to participate until the proper specimen is provided. .

   Arrangements may be made for special collections at a Vendor Collection site with prior approval of the Designated Official.

4. Procedures

   Selected students will be escorted from class or practice to the collection site. The student will be required to have a picture identification or be identified by the Designated Official and complete necessary form(s). A specimen of urine, or in rare circumstances where consent is given, saliva, is collected following the process utilized by the vendor selected by the district. The details of this process will always be posted on the district website and will always be designed to require a level of privacy for each student (e.g. the collector of the specimen will always remain outside of the closed bathroom stall while the specimen is produced).

E. CONFIDENTIALITY OF RESULTS

All test results are considered confidential information and will be handled accordingly. Those persons having results reported to them as set forth by this policy must sign a Confidentiality Statement for the Random Testing Program.

F. VENDOR REQUIREMENTS

At a minimum, the Vendor must be able to provide the following services:

1. Random Selection of Student Participants

Once provided a list of eligible students, the Vendor must select the required number of students in a random and confidential manner. Up to bi-weekly, the Vendor will arrange with the Designated Official a day and time to do the collection of specimens. The schedule will not follow any recognizable pattern. The selected students names will be given to the Designated Official, who will arrange for these students to report to the collection area.

2. Collection of Specimens

The Vendor will oversee the collection of specimens as outlined in paragraph 4 (d). Chain-of-Custody forms will be provided by the Vendor that meet the criteria of this policy and that of the testing laboratory.

3. Testing of Specimens

The Vendor will have all specimens tested for the specified illicit or banned substances by a qualified laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) following the guidelines of the Department of Health and Human Service (HHS).

The testing laboratory must be able to test for the following drug classes, substances or their metabolites in collected urine specimens. The Designated Official may request testing of substances, including, but not limited to, the following list:

Alcohol	Amphetamines	Anabolic Steroids
Barbiturates	Benzodiazepines	Cocaine Metabolites
LSD	Marijuana Metabolites	Methadone
MDMA (Ecstasy)	Nicotine	Opiates (painkillers, heroin)
Phencyclidine	Propoxyphene	K2 / Spice
Other synthetic drugs (Bath Salts)		Synthetic Cannabinoids

4. Medical Review Officer (MRO) Services

The Vendor will provide MRO services by a licensed physician who is certified by the Medical Review Office Certification Council (MROCC) or the American Association of Medical Review Officers as having proven by examination to have had the appropriate medical training to interpret and evaluate test results and thus qualified for certification as a Medical Review Officer. Additionally, the MRO must demonstrate a willingness to abide by this policy, as to the evaluation of positive tests and reporting findings to the Designated Official in a timely and confidential manner. Test results will be maintained by the Designated Official for a period of seven (7) years from the date of the test. These records will not be maintained as part of a student's record.

5. Reporting of Random Test Results by Vendor

The MRO will certify all screens as negative or positive and report, by telephone, positive findings in a confidential manner to the parent/guardian/custodian first. The MRO will also notify the Designated Official, once the positive result is confirmed, by phone and in writing, that a test returned positive.

6. Statistical Reporting and Confidentiality of Test Results

The Vendor, testing laboratory, or MRO may not release any statistics on the rate of positive tests to any person, organization, news publication, or media without expressed written consent of the Wadsworth City School District Board of Education.

However, the Vendor will provide the Designated Official with an annual report showing the number of tests performed, rate of positive and negative tests, and what substances were found in the positive urine specimens. This report will not contain any student names, though the positive results would have been disclosed prior, as outlined in this policy.

G. PROCEDURES IN THE EVENT OF A POSITIVE RESULT

1. Whenever a student's test result indicates the presence of alcohol, drugs and/or nicotine or adulteration, as determined by the MRO, the following will occur (note: with a positive test result for nicotine, if a student is eighteen (18) years old or older the positive result will be excluded as a student can legally purchase and use nicotine at age eighteen (18). Outside of this policy, the Wadsworth City School District Code of Conduct and other policies apply if tobacco/nicotine products are found or used on campus or at a school-related activity, regardless of a student's age.):

   a. The parent/guardian/custodian is initially notified of the result by the MRO.

   b. The Designated Official is notified once the positive result is confirmed and will notify the parent/guardian/custodian and student of implementation of this policy and of any positive results.

   c. The student will be subjected to the appropriate action based on his/her circumstances.

   d. If the parent/guardian/custodian or student wishes to contest the results, the Vendor will arrange for the split portion of the specimen to be submitted to another laboratory, approved by the Board of Education, for testing. This is done at the expense of the parent/guardian/custodian or student. Such a request must be made to the Designated Official, in writing, within five (5) calendar days from first notification of positive test results. If the contested test is reported as negative by the second laboratory, the first result will be nullified and the cost will be incurred by the District.

   e. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

2. First Positive Result

A positive result from the MRO or ruling of adulteration will constitute a first positive. The student will have two (2) options:

Option A) The student will receive treatment based on his/her assessment from a certified alcohol, drug and/or nicotine treatment program. While the ultimate decision rests with the parent/guardian/custodian, a list of potential providers will be provided by the District. The parent/guardian/custodian must provide the date the assessment will take place and the program selected within five (5) calendar days of notification of the positive result. The student will be allowed to continue participating as long as the treatment plan is being followed and/or completed, as evidenced by submission of the required documentation to Designated Official.

Option B) For Athletics: The student refuses treatment and will be suspended from fifty percent (50%) of the season. The amount of suspension is based on the number of regular season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen), suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a nine (9) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

For either option, the student will also be required to submit up to three (3) follow up random drug tests at the expense of the parent/guardian/custodian. Failure to comply with this requirement will result in indefinite suspension from sports and activities.

3. Second Positive Result

A second positive result from the MRO or ruling of adulteration will result in a second offense. Students in the second offense will have one (1) of the following consequences based upon the choice from first consequence:

IF student was in Option A above then he/sh must continue or re-enter the treatment/intervention plan as designed by the assessment counselor and submit the required documentation to the Designated Official. S/He also forfeits fifty percent (50%) of the athletic season contests (season or tournament) based upon the number of regular season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen) suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a nine (9) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

IF the student chose Option B above then the student will receive treatment based on his/her assessment from a certified drug/alcohol treatment program. While the ultimate decision rests with the parent/guardian/custodian, a list of potential providers will be provided by the District. The parent/guardian must provide the date the assessment will take place and the program selected within five (5) calendar days of notification of the positive result. The student will also forfeit seventy-five percent (75%) of the contests/events/activities (season or tournament), based upon the number of regular season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen) suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a eighteen (18) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

IF the student chooses to not be in any intervention/treatment plan then he/she will no longer be allowed to purchase a parking pass or participate in athletics or extracurricular activities for the remainder of his/her WHS career.

The student will also be required to submit up to three (3) follow-up random drug tests at the expense of the parent/guardian/custodian. Failure to comply with this requirement will result in indefinite suspension from contests/event/activities.

4. Third Positive Result

A third positive result from a MRO or ruling of adulteration will result in the student being barred indefinitely from purchasing a parking pass or participating in athletics or extracurricular activities. The student will be able to earn eligibility back by having no positive test results for one (1) year from the date of the third offense. As part of the process to earn eligibility back, the student will be subjected to random test(s) each month at the expense of the parent/guardian. If the student earns his/her eligibility back after one (1) year, and then has another positive test result, he/she will be barred indefinitely from purchasing a parking pass or participating in athletic or extracurricular activities and will be subject to the same one (1) year process, as described earlier in this paragraph, to regain eligibility.

5. Self-Referral

A student who refers himself/herself prior to receiving a positive result from the MRO will comply with the requirements in Paragraph 7 (b) Option A. Self-referrals may be used on a first offense only. Subsequent positives following a referral will continue to actions stated in Paragraph 7 (c) and 7 (d). For the purpose of this policy, a student may only self-refer one (1) time while a student in the Wadsworth City School District.

6. Middle School to High School Transition

When a student transitions from the middle school to the high school, he/she will start at the first offense level (7b above) if he/she has a positive test result, regardless of the level he/she was on upon conclusion of his/her middle school

years. But, consequences given to a student as a result of an offense in middle school, as described above, will carry into high school until they are completed. Once the consequences are completed, the student will start at the first offense level (7b above) if he/she has a positive test result.

H. NO ACADEMIC CONSEQUENCES

No student will be penalized academically for testing positive. The results of tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the Wadsworth City School District Board of Education will not solicit. In the event of service of any such subpoena or legal process, the student and the student's parent/legal guardian/custodian will be notified before a response is made by the Wadsworth City School District Board of Education, to the extent permitted by such subpoena or legal process.

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 Rittman Exempted Village Schools 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 Schools Board of Education (District of Residence) for educational purposes for the school year of 2019 - 2020 .

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay to the Rittman Exempted Village Schools 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 Rittman Exempted Village Schools 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
1.	[redacted]	[redacted] Wadsworth, OH 44281
2.		
3.		

Jean J Ritchie — 1/29/20
District of Attendance Superintendent Signature — Date

Mark Atkinson — 1/29/20
District of Attendance Treasurer Signature — Date

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 2019 - 2020.

District of Residence Superintendent Signature — Date

DSDRe — 2/7/20
District of Residence Treasurer Signature — Date

Wadsworth City School District
Independent Contractor Agreement
Addendum

The addendum to the Agreement made by the Wadsworth City School District Board of Education ("Board") and ABA Behavioral Specialists ("Contractor") and approved by the Wadsworth City School District Board of Education on August 12, 2019 is as follows:

2. Term

The end of the term is modified to be February 21, 2020.

3. Compensation

The "Total Due to Contractor by Board Amount" will be increased by an amount not to exceed $27,000.00.

ABA Behavioral Supports

_____ _____
Contractor* Date

* The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

Wadsworth City
Board of Education

By _____ _____
President (In his/her official capacity only) Date

And by _____ _____
Superintendent (In his/her official capacity only) Date

And by _____ _____
Treasurer (In his/her official capacity only) Date

Attachments: Board Resolution No._____

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-- 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-2020 16:00:31.05
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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:								
16,312,914.22	2,471,344.67	30,193,523.46	3,745,458.86	28,163,695.76	18,342,741.92	3,974,654.64	14,368,087.28	
001 9001 GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT								
33,376.60	1,854.40	25,290.74	0.00	6,094.44	52,572.90	1,280.00	51,292.90	
001 9002 GENERAL FUND: FOOD SERV. DONATIONS								
1,922.78-	164.69	1,931.04	0.00	0.00	8.26	0.00	8.26	
TOTAL FOR Fund 001 - GENERAL:								
16,344,368.04	2,473,363.76	30,220,745.24	3,745,458.86	28,169,790.20	18,395,323.08	3,975,934.64	14,419,388.44	
002 0000 BOND RETIREMENT SERIES 98,99,00 ISSUES								
2,692,479.12	63,770.00	1,179,748.08	0.00	2,352,778.15	1,519,449.05	0.00	1,519,449.05	
002 9300 BOND RETIRE LIBRARY 2001								
450,826.22	9,960.00	184,323.92	0.00	380,518.40	254,631.74	0.00	254,631.74	
002 9400 BOND RETIRE: 2008 BONDS ($65,650,000)								
2,770,601.98	117,589.95	2,175,178.68	0.00	2,834,779.73	2,111,000.93	0.00	2,111,000.93	
TOTAL FOR Fund 002 - BOND RETIREMENT:								
5,913,907.32	191,319.95	3,539,250.68	0.00	5,568,076.28	3,885,081.72	0.00	3,885,081.72	
003 900C COMMUNITY CENTER ENTERPRISE FUND								
166,307.88	272.00	272.00	0.00	2,735.50	163,844.38	2,525.75	161,318.63	
003 900S SUMMA HOSPITAL ENTERPRISE FUND								
40,541.02	0.00	0.00	0.00	0.00	40,541.02	0.00	40,541.02	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:								
206,848.90	272.00	272.00	0.00	2,735.50	204,385.40	2,525.75	201,859.65	
004 0000 CONSTRUCTION FUND								
2,101,376.88-	0.00	0.00	0.00	1,179.85	2,102,556.73-	0.00	2,102,556.73-	
004 900C BUILDING FUND: CITY OF WADS. COMM. CENTER								
2,108,758.76	0.00	0.00	0.00	3,805,847.68	1,697,088.92-	7,381.88	1,704,470.80-	
TOTAL FOR Fund 004 - BUILDING:								
7,381.88	0.00	0.00	0.00	3,807,027.53	3,799,645.65-	7,381.88	3,807,027.53-	
006 0000 FOOD SERVICES								
906,837.08	78,239.60	466,445.97	68,966.86	448,093.86	925,189.19	363,852.25	561,336.94	
006 9001 FOOD SERVICE FEDERAL AWARD:								
0.00	41,988.71	342,471.99	30,258.94	240,396.20	102,075.79	0.00	102,075.79	

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: 906,837.08	120,228.31	808,917.96	99,225.80	688,490.06	1,027,264.98	363,852.25	663,412.73	
007 900S SAFETY TOWN FUND 3,685.03	0.00	4,720.00	0.00	5,115.46	3,289.57	85.91	3,203.66	
TOTAL FOR Fund 007 - SPECIAL TRUST: 3,685.03	0.00	4,720.00	0.00	5,115.46	3,289.57	85.91	3,203.66	
009 0000 UNIFORM SCHOOL SUPPLIES FUND 18,948.50	285.00	46,676.55	527.61	5,628.61	59,996.44	32,288.25	27,708.19	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES: 18,948.50	285.00	46,676.55	527.61	5,628.61	59,996.44	32,288.25	27,708.19	
010 900L OSFC LOCAL SHARE 6,229,840.45	0.00	0.00	0.00	5,029.32	6,224,811.13	0.00	6,224,811.13	
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: 5,364,907.81	0.00	0.00	0.00	5,029.32	5,359,878.49	13,906.79	5,345,971.70	
011 0000 C.T. CUSTOMER SERVICE FUND 1,696.69	0.00	149,492.28	13,197.00	126,019.30	25,169.67	31,667.82	6,498.15-	
011 9001 C.T. CUSTOMER SERV AUTOMOTIVES 591.26-	948.52	3,114.98	741.45	2,838.64	314.92-	9,177.17	9,492.09-	
011 9002 C.T. CUSTOMER SERV JR CARPENTRY 1,850.15	1,200.00	14,699.51	408.86	16,296.49	253.17	20,447.67	20,194.50-	
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES: 2,955.58	2,148.52	167,306.77	14,347.31	145,154.43	25,107.92	61,292.66	36,184.74-	
013 900C COMMUNITY CENTER/WHS OPERATING FUND 27,126.93	272.00	272.00	650.00	11,545.33	15,853.60	31,406.65	15,553.05-	
TOTAL FOR Fund 013 - RECREATION: 27,126.93	272.00	272.00	650.00	11,545.33	15,853.60	31,406.65	15,553.05-	
014 0000 FOUR CITIES CAREER TECH COMPACT FUND 108,617.22	0.00	0.00	20,633.58	154,867.52	46,250.30-	27,756.56	74,006.86-	

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)								
0.03-	0.00	0.00	0.00	0.00	0.03-	0.00	0.03-	
TOTAL FOR Fund 014 - ROTARY-INTERNAL SERVICES:								
108,617.19	0.00	0.00	20,633.58	154,867.52	46,250.33-	27,756.56	74,006.89-	
018 973C FOUR CITY CTA COMPACT DIRECTORS FUND								
2.31	0.00	0.00	0.00	0.00	2.31	0.00	2.31	
018 974A CENTRAL OFFICE ADMINISTRATORS FUND								
7,630.48	0.00	112.96	340.00	575.71-	8,319.15	1,397.22	6,921.93	
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								
16,938.39	41.50	11,630.86	618.55	13,378.36	15,190.89	5,746.67	9,444.22	
018 974T TRANSPORTATION 018 ACCOUNT								
2,000.59	105.02	256.85	0.00	176.63	2,080.81	673.37	1,407.44	
018 975F FRANKLIN SCHOOL PRINCIPAL'S FUND								
5,767.53	9,588.19	26,501.64	3,957.80	10,821.92	21,447.25	6,839.85	14,607.40	
018 976I ISHAM SCHOOL PRINCIPAL'S FUND								
2,467.70	1,806.60	32,181.32	1,213.41	24,325.62	10,323.40	2,043.63	8,279.77	
018 977L LINCOLN SCHOOL PRINCIPAL'S FUND								
10,994.97	518.75	10,404.74	458.66	9,820.95	11,578.76	6,162.24	5,416.52	
018 978O OVERLOOK SCHOOL PRINCIPAL'S FUND								
1,077.89	14.00	10,150.85	516.67	9,238.31	1,990.43	4,417.38	2,426.95-	
018 979V VALLEY VIEW PRINCIPAL'S FUND								
5,863.59	0.00	7,024.98	648.57	6,048.27	6,840.30	2,327.50	4,512.80	
018 980D WMS: DOLLARS FOR DENIM PAY IT FORWARD								
791.22	0.00	305.00	0.00	0.00	1,096.22	370.93	725.29	
018 980M WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND								
3,002.22	4,025.00	19,822.58	1,280.34	10,626.13	12,198.67	10,594.89	1,603.78	
018 981D WHS: DOLLARS FOR DENIM PAY IT FORWARD								
1,134.06	0.00	2,193.95	0.00	0.00	3,328.01	0.00	3,328.01	
018 981H HIGH SCHOOL PRINCIPAL'S FUND								
3,605.20	730.00	18,474.40	718.30	18,427.08	3,652.52	8,197.28	4,544.76-	

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 018 - PUBLIC SCHOOL SUPPORT:								
67,344.65	16,829.06	139,060.13	9,752.30	102,287.56	104,117.22	48,770.96	55,346.26	
019 9006 MEDINA CTY SHARE CLUSTER (B.BEAL)								
0.00	1,265.00	10,277.67	406.00	1,930.54	8,347.13	2,637.25	5,709.88	
019 9007 MED CTY CRISES RESPONSE TEAM (B.BEAL)								
0.00	0.00	16,628.83	0.00	5,111.29	11,517.54	1,830.61	9,686.93	
019 901G WGCF: MINDFUL MUSIC CLOONON 2019								
850.00	0.00	0.00	0.00	0.00	850.00	850.00	0.00	
019 902G WGCF: WORKBENCH/TOOLKIT CROOKES 2019								
114.52	0.00	0.00	0.00	109.86	4.66	4.66	0.00	
019 904G WGCF: SUMMER READING SCHMELTZER 2019								
1,820.00	0.00	0.00	0.00	1,433.15	386.85	0.00	386.85	
019 905G WGCF: FLEX SEATNG LINN 2019								
1,000.00	0.00	0.00	0.00	936.34	63.66	0.00	63.66	
019 906G WGCF: 3M GRANT STEM CLUB FRANKLIN								
0.00	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	
019 907G WGCF: WELL BEING STUDIO GUNN ISHAM 2020								
0.00	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	
019 908G WGCF: SENSORY ROOM WILSON 2020								
0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	2,643.00	143.00-	
019 9090 DOLLAR GENERAL SUMMER READING GRANT 2019								
2,000.00	0.00	0.00	0.00	1,990.65	9.35	0.00	9.35	
019 909G WGCF: STEAM VV LIBRARY OWENS VV 2020								
0.00	2,487.89	2,487.89	0.00	0.00	2,487.89	0.00	2,487.89	
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 9104 GPD STEM GRANT: JESSICA CHADA FRANKLIN								
1,000.00	0.00	0.00	0.00	1,001.37	1.37-	23.20	24.57-	
019 9105 MHJ GRANT: 7 MINDSETS PD 5-8 GRANT								
0.00	0.00	12,500.00	0.00	12,500.00	0.00	0.00	0.00	
019 9106 LUKE ENG GRANT: MAKERS SPACE V.V.								
3,845.49	0.00	0.00	0.00	1,956.08	1,889.41	381.32	1,508.09	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9107 MHJ GRANT: STEM CAMP	0.00	0.00	0.00	0.00	12,119.22	12,119.22-	0.00	12,119.22-	
019 9108 STEM CAMP LOCAL GRANTS / DONATIONS	14,401.00	0.00	1,890.00	0.00	20,521.74	4,230.74-	0.00	4,230.74-	
019 910G WGCF: ROBOTICS CAMP SHALALA 2020	0.00	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00	2,250.00	
019 9114 BELIEVE IN OHIO GRANT WHS (FY2016)	418.44	0.00	0.00	0.00	292.60	125.84	242.99	117.15-	
019 911G WGCF: LIBRARY CLAYPOOL LINCOLN 2020	0.00	1,913.41	1,913.41	0.00	0.00	1,913.41	0.00	1,913.41	
019 912G WGCF: ELA BOOKS L.SMITH WHS 2020	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	
019 913G WGCF: WMS COURTYARD P JURY WMS 2020	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	
019 914G WGCF: GRIZZLY GRP MENTORING GOOD WHS 2020	0.00	500.00	500.00	0.00	0.00	500.00	0.00	500.00	
019 9202 SPECIAL ED WORKFORCE: SCHROCK FY 2012	1,810.68	0.00	0.00	0.00	1,201.93	608.75	0.00	608.75	
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 9307 HAAS FOUNDATION PD GRANT (FY20)	0.00	0.00	5,000.00	300.00	3,251.18	1,748.82	461.09	1,287.73	
019 9308 ISHAM WEATHER CLINICAL RESEARCH GRANT	960.29	0.00	0.00	0.00	960.00	0.29	0.00	0.29	
019 9403 SME PRIME: SCHOOL GRANT	19,546.54	0.00	0.00	0.00	0.00	19,546.54	235.72	19,310.82	
019 9404 TECH PREP: NETWORKING TECHNOLOGY	583.52	0.00	0.00	549.16	549.16	34.36	0.00	34.36	
019 9501 WMS PRINCIPALS GROUP: JACKSON	1,012.40	0.00	1,275.00	0.00	471.19	1,816.21	1,874.11	57.90-	
019 9803 TECH PREP: MARKETING - BARBERTON	4,000.00	0.00	0.00	549.16	549.16	3,450.84	500.00	2,950.84	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9804 WMS: CARE TEAM AFTER SCHOOL PROGRAM								
141.12-	0.00	0.00	5,090.51	5,090.51	5,231.63-	2,909.49	8,141.12-	
TOTAL FOR Fund 019 - OTHER GRANT:								
54,170.98	22,916.30	69,222.80	6,894.83	71,975.97	51,417.81	14,593.44	36,824.37	
020 0000 BEAR CUB ACADEMY								
67,684.28	27,863.91	140,664.66	19,823.66	139,760.68	68,588.26	22,037.41	46,550.85	
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:								
67,684.28	27,863.91	140,664.66	19,823.66	139,760.68	68,588.26	22,037.41	46,550.85	
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								
13,168.49	0.00	9,000.00	0.00	6,216.00	15,952.49	215.00	15,737.49	
022 9513 OHSAA TOURNAMENT: BOYS SOCCER								
0.00	0.00	678.00	0.00	642.53	35.47	342.00	306.53-	
022 9516 OHSAA TOURNAMENT: FOOTBALL								
0.00	0.00	14,447.00	0.00	14,291.49	155.51	4,514.24	4,358.73-	
022 974C L&J FUND CIS FIELDTRIPS								
828.43	0.00	10,000.00	0.00	0.00	10,828.43	0.00	10,828.43	
022 977L L&J FUND LINCOLN FIELDTRIPS								
3,045.24	0.00	0.00	0.00	0.00	3,045.24	0.00	3,045.24	
022 978O L&J FUND OVERLOOK FIELDTRIPS								
673.79	0.00	0.00	0.00	0.00	673.79	450.00	223.79	
022 979V L&J FUND VALLEY VIEW FIELDTRIPS								
3,658.21	0.00	0.00	0.00	1,602.61	2,055.60	536.76	1,518.84	
TOTAL FOR Fund 022 - DISTRICT AGENCY:								
21,436.15	0.00	34,125.00	0.00	22,752.63	32,808.52	6,058.00	26,750.52	
024 0000 WCSD EMPLOYEE BENEFITS INSURANCE FUND								
38,736.11	21,938.16	153,872.89	22,002.27	164,660.69	27,948.31	140,472.88	112,524.57-	
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:								
38,736.11	21,938.16	153,872.89	22,002.27	164,660.69	27,948.31	140,472.88	112,524.57-	
029 0000 FRANK H. CLOSE SCHOLARSHIP FUND								
189.09	0.00	0.00	0.00	0.00	189.09	0.00	189.09	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
029 9001 BERNADINE H. KOVALCHIN SCHOLARSHIP FUND								
33,848.60	0.00	0.00	0.00	0.00	33,848.60	3,000.00	30,848.60	
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								
15,750.07	0.00	0.00	0.00	1,650.00-	17,400.07	1,132.00	16,268.07	
029 9006 MACKEY SCHOLARSHIP								
21,445.64	0.00	0.00	0.00	0.00	21,445.64	0.00	21,445.64	
029 9007 DANIEL VAN AUKEN SCHOLARSHIP FUND								
24,077.83	0.00	0.00	0.00	847.58	23,230.25	273.50	22,956.75	
029 9008 DAVID SLADKY SCHOLARSHIP FUND								
7,284.17	0.00	0.00	0.00	0.00	7,284.17	0.00	7,284.17	
TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:								
102,597.06	0.00	0.00	0.00	802.42-	103,399.48	4,405.50	98,993.98	
034 0000 CLASSROOM FACILITIES MAINTENANCE FUND								
2,393,013.92	0.00	0.00	79,617.00	292,086.65	2,100,927.27	16,200.00	2,084,727.27	
TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.:								
2,393,013.92	0.00	0.00	79,617.00	292,086.65	2,100,927.27	16,200.00	2,084,727.27	
071 0000 SALES TAX: PERM. IMPROVEMENTS FUND								
2,403,018.49	595,161.71	1,735,972.19	51,547.90	1,268,181.40	2,870,809.28	45,436.26	2,825,373.02	
TOTAL FOR Fund 071 - CAPITAL GRANTS:								
2,403,018.49	595,161.71	1,735,972.19	51,547.90	1,268,181.40	2,870,809.28	45,436.26	2,825,373.02	
200 902H GRIZZLY RPG CLUB (ROLL PLAYING GAME)								
0.00	22.00	421.00	0.00	290.50	130.50	159.50	29.00-	
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	65.00	5.99	
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	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
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	763.93	0.00	0.00	0.00	0.00	763.93	0.00	763.93	
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	
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	1,961.83	0.00	0.00	0.00	0.00	1,961.83	0.00	1,961.83	
200 918W CLASS OF 2018	1,669.08	0.00	0.00	0.00	0.00	1,669.08	0.00	1,669.08	
200 919H SPEECH AND DEBATE TEAM	337.38	1,747.00	8,369.96	3,727.55	9,570.44	863.10-	12,079.57	12,942.67-	
200 919W CLASS OF 2019	3,195.57	0.00	0.00	0.00	0.00	3,195.57	28.00	3,167.57	
200 920H N. H. S.	798.65	534.00	534.00	100.62	198.10	1,134.55	495.00	639.55	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 920W CLASS OF 2020 3,661.75	408.00	4,978.50	0.00	0.00	8,640.25	11,790.00	3,149.75-	
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 1,370.38	0.00	0.00	0.00	0.00	1,370.38	0.00	1,370.38	
200 923H INTERNATIONAL CLUB (FOREIGN LANGUAGES) 5,236.30	0.00	403.00	0.00	504.89	5,134.41	5,807.65	673.24-	
200 923W CLASS OF 2023 770.42	59.00	59.00	0.00	0.00	829.42	0.00	829.42	
200 924C CENTRAL INTERMEDIATE STUDENT COUNCIL 1,515.71	551.00	2,272.80	52.95	2,094.38	1,694.13	1,341.05	353.08	
200 924H STUDENT COUNCIL 13,191.33	0.00	18,526.00	2,747.92	13,882.68	17,834.65	14,691.96	3,142.69	
200 924I ISHAM STUDENT COUNCIL 544.79	0.00	0.00	325.00	325.00	219.79	0.00	219.79	
200 924M WADSWORTH MIDDLE STUDENT COUNCIL 685.26	0.00	0.00	0.00	181.86	503.40	396.00	107.40	
200 926H D. E. C. A. 5,974.54	640.00	5,025.50	98.28	3,790.06	7,209.98	12,122.62	4,912.64-	
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 482.45	154.00	948.00	129.95	795.32	635.13	2,279.43	1,644.30-	
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	40.00	0.00	0.00	40.00	0.00	40.00	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 935H GRIZZLY LEADER ACADEMY (WHS)								
0.00	0.00	600.00	0.00	0.00	600.00	0.00	600.00	
200 945H AUTOMOTIVES								
1,117.87	514.00	1,151.58	0.00	975.00-	3,244.45	800.00	2,444.45	
200 946H CARPENTRY								
2,657.32	0.00	0.00	0.00	75.00	2,582.32	376.50	2,205.82	
200 952C MIDDLE SCHOOL DRAMA/ MUSICAL CLUB								
11,373.71	0.00	7,314.00	0.00	11,906.20	6,781.51	3,972.44	2,809.07	
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:								
61,327.22	4,629.00	50,643.34	7,182.27	42,639.43	69,331.13	66,404.72	2,926.41	
300 0000 WHS ATHLETICS								
19,961.67-	19,365.00	159,453.98	16,199.69	135,349.65	4,142.66	59,700.55	55,557.89-	
300 900A WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE								
0.95	1,625.00	7,662.31	7,637.31	7,637.31	25.95	500.00	474.05-	
300 900H WHS BAND UNIFORM REPLACEMENT								
2,376.33	0.00	0.00	0.00	854.00	1,522.33	0.00	1,522.33	
300 900R WHS ATHLETICS-ROTARY								
1,343.20-	6,168.02	16,540.50	1,268.00	12,070.69	3,126.61	14,099.37	10,972.76-	
300 902H WHS JOURNALISM / BRUIN FUND								
7,744.85	6,235.00	15,594.60	6,000.00	10,283.21	13,056.24	9,101.63	3,954.61	
300 910H WHS DRAMA FUND								
19,732.30	0.00	10,976.58	797.98	18,986.92	11,721.96	15,540.00	3,818.04-	
300 911M WMS FISHING CLUB								
95.42	0.00	0.00	0.00	0.00	95.42	88.06	7.36	
300 917H WHS MUSIC-INSTRUMENTAL								
1,128.97	0.00	0.00	0.00	0.00	1,128.97	0.00	1,128.97	
300 918H WHS MUSIC-VOCAL GENERAL CHOIR								
8,747.48	3,962.00	50,056.00	10,877.95	60,553.47	1,749.99-	17,902.66	19,652.65-	
300 918M WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT								
1,560.52	11,745.90	35,854.35	672.97	29,599.44	7,815.43	11,429.70	3,614.27-	
300 918S WHS SHOW CHOIR								
9,858.08	0.00	982.57	0.00	9,850.00	990.65	0.00	990.65	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300 950M ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS								
310.63	0.00	0.00	0.00	0.00	310.63	0.00	310.63	
300 9511 ATHLETIC CAMPS: BASEBALL								
2,326.54	0.00	0.00	0.00	1,921.03	405.51	0.00	405.51	
300 9512 ATHLETIC CAMPS: BOYS BASKETBALL								
6,269.02	0.00	10,468.00	3,437.31	14,180.65	2,556.37	1,324.00	1,232.37	
300 9513 ATHLETIC CAMPS: B SOCCER								
312.00	0.00	0.00	0.00	0.00	312.00	0.00	312.00	
300 9516 ATHLETIC CAMPS: FOOTBALL								
17,107.77	0.00	21,615.00	827.98	34,672.93	4,049.84	827.97	3,221.87	
300 9523 ATHLETIC CAMPS: CROSS COUNTRY								
682.59	0.00	0.00	0.00	0.00	682.59	0.00	682.59	
300 9528 ATHLETIC CAMPS: WRESTLING								
2,623.69-	71.00	106.00	0.00	1,531.99	4,049.68-	2,993.01	7,042.69-	
300 9532 ATHLETIC CAMPS: GIRLS BASKETBALL								
20,912.43	0.00	1,048.00	0.00	12,951.21	9,009.22	1,782.00	7,227.22	
300 9534 ATHLETIC CAMPS: SOFTBALL CAMP								
369.78	0.00	0.00	0.00	0.00	369.78	0.00	369.78	
300 9535 ATHLETIC CAMPS: VOLLEYBALL								
8,157.81	0.00	651.00	0.00	6,736.34	2,072.47	0.00	2,072.47	
300 9544 ATHLETIC CAMPS: GIRLS GOLF FUND								
995.00	0.00	0.00	0.00	51.72	943.28	0.00	943.28	
300 9546 ATHLETIC CAMPS: GIRLS TENNIS								
6,716.57	0.00	0.00	0.00	1,702.51	5,014.06	0.00	5,014.06	
300 9553 ATHLETIC CAMPS: CHERLEADING								
13,529.25	532.00	4,046.00	0.00	10,132.39	7,442.86	160.55	7,282.31	
300 9555 ATHLETIC CAMPS: WMS CHEER								
2,503.46	0.00	0.00	0.00	0.00	2,503.46	0.00	2,503.46	
300 988H WHS YEARBOOK/WHISPERER FUND								
20,541.51	145.00	6,588.60	0.00	7,739.22	19,390.89	2,545.39	16,845.50	
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:								
128,050.70	49,848.92	341,643.49	47,719.19	376,804.68	92,889.51	137,994.89	45,105.38-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
401 9019 AUX SERVICES FY19: SACRED HEART								
16,267.86	0.00	0.00	0.00	16,267.86	0.00	0.00	0.00	
401 9020 AUX SERVICES FY 2020 SACRED HEART								
0.00	0.00	118,732.52	30,602.89	119,998.03	1,265.51-	68,959.92	70,225.43-	
TOTAL FOR Fund 401 - AUXILIARY SERVICES:								
16,267.86	0.00	118,732.52	30,602.89	136,265.89	1,265.51-	68,959.92	70,225.43-	
451 9020 ONE NET FY 2020								
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	
467 9020 STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE								
0.00	0.00	99,911.04	15,296.77	53,726.46	46,184.58	0.00	46,184.58	
TOTAL FOR Fund 467 - STUDENT WELLNESS AND SUCCESS:								
0.00	0.00	99,911.04	15,296.77	53,726.46	46,184.58	0.00	46,184.58	
499 9017 OHIO CAREER COUNSELING GRANT: FY2017								
23,631.21	0.00	0.00	0.00	0.00	23,631.21	2,806.12	20,825.09	
499 920W OHIO SCHOOL SAFETY GRANT: WADSWORTH CSD FY20								
0.00	0.00	20,487.25	0.00	7,000.00	13,487.25	0.00	13,487.25	
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN								
23,631.21	0.00	20,487.25	0.00	7,000.00	37,118.46	2,806.12	34,312.34	
516 9019 IDEA-B FED GRANT FY 2019								
14,704.78	0.00	189,609.09	0.00	204,313.87	0.00	0.00	0.00	
516 9020 IDEA-B FED GRANT FY 2020								
0.00	311,225.62	311,225.62	70,048.95	396,714.23	85,488.61-	24,886.65	110,375.26-	
516 919R IDEA-B RESTORATION GRANT FY2019								
10,920.78-	0.00	33,194.97	0.00	22,274.19	0.00	0.00	0.00	
516 920R IDEA-B RESTORATION GRANT FY2020								
0.00	0.00	32,456.75	10,729.43	41,479.44	9,022.69-	0.00	9,022.69-	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:								
3,784.00	311,225.62	566,486.43	80,778.38	664,781.73	94,511.30-	24,886.65	119,397.95-	
524 9019 CARL PERKINS: FY 2019								
0.00	0.00	77,905.46	0.00	77,905.46	0.00	0.00	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
524 9020 CARL PERKINS FY 2020								
0.00	0.00	62,138.17	12,567.16	75,566.05	13,427.88-	0.00	13,427.88-	
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198								
0.00	0.00	140,043.63	12,567.16	153,471.51	13,427.88-	0.00	13,427.88-	
572 9019 TITLE ONE FY 2019								
0.00	0.00	61,126.93	0.00	61,126.93	0.00	0.00	0.00	
572 9020 TITLE I: FY 2020								
0.00	115,691.41	115,691.41	25,142.42	142,844.26	27,152.85-	0.00	27,152.85-	
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE								
0.00	115,691.41	176,818.34	25,142.42	203,971.19	27,152.85-	0.00	27,152.85-	
587 9020 EARLY CHILDHOOD SPEC ED IDEA FY 20								
0.00	0.00	0.00	0.00	412.36	412.36-	0.00	412.36-	
587 920R IDEA- PRESCHOOL RECOVERY GRANT FY 20								
0.00	0.00	3,957.81	1,593.64	6,148.27	2,190.46-	0.00	2,190.46-	
TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:								
0.00	0.00	3,957.81	1,593.64	6,560.63	2,602.82-	0.00	2,602.82-	
590 9019 TITLE II-A SUPP EFF INST FY 19								
3,100.00	0.00	34,777.59	0.00	37,877.59	0.00	0.00	0.00	
590 9020 IMPRV. TEAC. QUALITY GRANT FY20								
0.00	0.00	0.00	7,373.62	40,554.91	40,554.91-	0.00	40,554.91-	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:								
3,100.00	0.00	34,777.59	7,373.62	78,432.50	40,554.91-	0.00	40,554.91-	
599 9019 IV-A STUDENT SUPPORT GRANT FY19								
2,077.29	0.00	13,495.21	0.00	15,572.50	0.00	0.00	0.00	
599 9020 IV-A STUDENT SUPPORT GRANT FY20								
0.00	0.00	0.00	0.00	0.00	0.00	7,243.23	7,243.23-	
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND								
2,077.29	0.00	13,495.21	0.00	15,572.50	0.00	7,243.23	7,243.23-	
GRAND TOTALS:								
34,291,824.18	3,953,993.63	38,635,275.52	4,298,737.46	42,363,589.92	30,563,509.78	5,122,701.32	25,440,808.46	

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
JANUARY 2020

General Fund
Budget to Actual Report

	FY 2020 Budget	FY 2020 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 16,344,368**	**$ 16,344,368**			
Total Revenue	**$ 52,181,732**	**$ 30,220,745**	**$ (21,960,987)**	**57.9%**	58.3%
Expenditures:					
Salaries and Wages	$ 29,110,266	$ 16,538,064	$ (12,572,202)	56.8%	57.69%
Employee Fringe Benefits	$ 10,588,743	$ 6,143,174	$ (4,445,569)	58.0%	58.3%
Purchased Services	$ 6,965,934	$ 3,985,347	$ (2,980,587)	57.2%	58.3%
Supplies and Materials	$ 1,389,752	$ 1,005,785	$ (383,967)	72.4%	58.3%
Capital Outlay	$ 597,787	$ 255,363	$ (342,425)	42.7%	58.3%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 479,495	$ 242,057	$ (237,438)	50.5%	58.3%
Transfers/ Advances out	$ 80,000	$ -	$ (80,000)	0.0%	58.3%
Total Expenditures	**$ 49,211,977**	**$ 28,169,790**	**$ (21,042,187)**	**57.2%**	58.3%
Revenue over (under) Expenditures	**$ 2,969,755**	**$ 2,050,955**			
Ending Cash Balance	**$ 19,314,123**	**$ 18,395,323**			
Encumbrances		**$ 3,974,655**			65.32%
Available Unencumbered Balance		**$ 14,420,668**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 3,953,993.63**
Total Expenditures Current Month All Funds	**$ 4,298,737.46**
Total Month End Cash Balance	**$ 30,563,509.78**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 73,676,612.31**
Prior Fiscal Year Carryover Encumbrances	**$ 1,375,604.26**
Total Available All Funds	**$ 75,052,216.57**
Fiscal Year To Date Expenses All Funds	**$ 42,363,589.92**
Fiscal Year To Date % expended All Funds	**56.4%**

Wadsworth City School District
PNC Credit Card Rewards Program Vendor # 9789
CY 2019

Month	Rewards Earned	Rewards Balance	Rewards Redemed	Dollar Value of Rewards	Description of Redemption	ck #'s	
Carryover rewards	91,150						
January	5,166	96,316	0	$ 770.53		84703	
February	4,122	100,438	0	$ 803.50		85083	85328
March	16,973	117,411	0	$ 939.29		85328	
April	13,142	130,553	0	$ 1,044.42		85692	
May	7,904	138,457	0	$ 1,107.66		86028	86244
June	7,625	146,082	0	$ 1,168.66		86459	
July	3,134	149,216	0	$ 1,193.73		86887	
August	3,574	152,790	0	$ 1,222.32		87045	
September	5,648	158,438	0	$ 1,267.50		87538	
October	6,989	165,427	125000	$ 1,323.42	* Deposit to Central Office 018 (PO# 200666)	88109	88539
November	4,780	45,207	0	$ 361.66		88996	
December	2,076	47,283	0	$ 378.26		89141	

*** BUDLED report from 01/01/19 - 12/31/19 attached. Credi tCard Redemptoin points**

Wadsworth City School District
Chase Credit Card Rewards Program Vendor # 12084
CY 2019

Month	Rewards Earned	Rewards Balance	Rewards Redemed	Dollar Value of Rewards	Description of Redemption
Carryover rewards		3,909.00			
January	1049	4,958			
February	8239	13,197			
March	9063	22,260			
April	11147	33,407			
May		33,407			
June		33,407	22,260	$ 222.60	* Deposit to Central Office 018 (PO# 192917)
July		11,147	11,147	$ 111.47	* Deposit to Central Office 018 (PO# 192941)
August		-			
September		-			
October		-			
November		-			
December		-			

Note: Chase rewards program ended April 2019

* BUDLED report from 01/01/19 - 12/31/19 attached. Credi tCard Redemptoin points

Transaction Information Date	Number	Status	Activity	Amount	Check Information Number	Date	Status	Invoice Number	
TI FND FUNC OBJ SCC SUBJ OPU IL JOB									
05 018 2490 890 974A 000000 000 00 000			CENTRAL OFFICE ADMINISTRATORS FUND EXP.				FYTD Expabl:		$257.34
FUND: 018									
02/26/2019	0192190	ENCUMBRANCE	ENCUMBER	10.00					
PO: 0192190 ITM: 0001 02/26/2019 Des: POINTS EXCHANGE				Vendor: 009789 - PNC BANK BUSINESS CARD					NEW ORDER
03/14/2019	0085459	PAY/WARRANT	EXPEND	34.56	085459	03/14/2019	RECONCILED	03/14 GARDNER	
PO: 0192191 ITM: 0001 02/26/2019 Des: PIE DAY				Vendor: 009794 - HARRIS, CHERYL					COMPLETELY PAID
06/26/2019	0904522	PAY/WARRANT	EXPEND	222.60-	904522	06/26/2019	RECONCILED	05/21 REWARDS	
PO: 0192917 ITM: 0001 06/12/2019 Des: CREDIT FOR UNUSED CC POINTS				Vendor: 012084 - CHASE CC CARD SERVICES					COMPLETELY PAID
07/01/2019	0200666	ENCUMBRANCE	ENCUMBER	1,006.06					
PO: 0200666 ITM: 0001 07/01/2019 Des: POINTS EXCHANGE				Vendor: 009789 - PNC BANK BUSINESS CARD					PARTIALLY FILLE
07/29/2019	0904524	PAY/WARRANT	EXPEND	111.47-	904524	07/29/2019	RECONCILED	06/12 CCREWARDS	
PO: 0192941 ITM: 0001 06/12/2019 Des: CREDIT FOR UNUSED CC POINTS				Vendor: 012084 - CHASE CC CARD SERVICES					COMPLETELY PAID
10/17/2019	0201526	ENCUMBRANCE	ENCUMBER	12.35					
PO: 0201526 ITM: 0001 10/17/2019 Des: CHIPOTLE				Vendor: 009320 - MULTIPLE VENDORS					PARTIALLY PAID
11/27/2019	0088678	PAY/WARRANT	EXPEND	14.17	088678	11/27/2019	RECONCILED	10/21 WALMART	
PO: 0201526 ITM: 0002 10/17/2019 Des: DRINKS/DESSERT				Vendor: 009672 - WALMART					COMPLETELY PAID
11/27/2019	0904559	PAY/WARRANT	EXPEND	137.65	904559	11/27/2019	RECONCILED	10/23 CHIPOTLE	
PO: 0201526 ITM: 0001 10/17/2019 Des: CHIPOTLE				Vendor: 012084 - CHASE CC CARD SERVICES					PARTIALLY PAID
12/17/2019	0201924	ENCUMBRANCE	ENCUMBER	10.00					
PO: 0201924 ITM: 0001 12/17/2019 Des: CASE OF WATER-D. MILLER				Vendor: 012277 - WADSWORTH FOOD SERVICE					NEW ORDER
12/20/2019	0088996	PAY/WARRANT	EXPEND	996.06-	088996	12/20/2019	RECONCILED	12/18 POINTS	
PO: 0200666 ITM: 0001 07/01/2019 Des: POINTS EXCHANGE				Vendor: 009789 - PNC BANK BUSINESS CARD					PARTIALLY FILLE
12/31/2019	0945584	PAY/WARRANT	EXPEND	40.00	945584	12/31/2019	RECONCILED	0000058	
PO: 0201834 ITM: 0001 11/25/2019 Des: ADMIN SIGNS FROM DECA CLASS				Vendor: 012294 - WADSWORTH DECA					COMPLETELY PAID

	Encumbered	Expended
TOTAL FOR FUND 018:	1,038.41	1,103.75-
TOTAL FOR ACCT 018 2490 890 974A 000000 000 00 000:	1,038.41	1,103.75-
GRAND TOTALS:	1,038.41	1,103.75-