Table of Contents

3.31.2021 Special BOE Mtg. Agenda
3.8.2021 BOE Mtg. Minutes
Stoller Fundraising Agreement
Contract for Children with Disabilities (Chippewa Local Schools)
Tierney Brothers, Inc. Sales Order Terms & Conditions
Precision Outdoor Creations Lawn Service Agreement
Cookery Catering Agreement
Medina County ESC Service Agreement Amendments
Board of Education Goals (2020-2021)

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING WEDNESDAY, MARCH 31, 2020, 6:00 P.M.

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

https://stream.meet.google.com/stream/4b546a1d-c181-4925-8802-57b4f6787a16

(employees and/or those viewing from a student email acct. who do not plan to make public comment)

or

<u>https://meet.google.com/xnh-hmws-htk?authuser=0</u> (participants/board members/those making public comment)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

+1 980-533-5672 PIN: 511 830 903#

AGENDA

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

V. Administrative Items

- A. Personnel Consent Items
 - 1. Resignations
 - a) Kristie Stoll, Certified Teacher, eff. 6/8/2021
 - b) Nance Watts, Principal, retire, eff. 7/1/2021
 - c) Cynthia Stecker, Certified Teacher, retire, eff. 7/1/2021
 - 2. Employments
 - a) Stacey Hornfeck, Non-teaching Employee, eff. 3/29/2021
 - b) Jessica Pfahler, Hourly Exempt Employee, eff. 3/22/2021
 - c) Karen Jacob, Classified Substitute, eff. 3/9/2021

- d) Sherry Rattini, Classified Substitute
- e) Christopher Kallai, Jr., Classified Substitute
- f) Emily Massie, Certified Substitute, eff. 3/15/2021
- g) Leslie North, Certified Substitute
- h) Erin McPherson, Teacher Stipend
- i) Lisa Parry, Teacher Stipend
- j) Alexandra Zwisler, Home Instructor
- k) Supplemental Contracts, per attached list
- 3. Recommendation to extend the unpaid leave of Mr. Bruce Corpening through the end of the 2020-2021 school year (previously approved for leave through April 9, 2021)
- B. Action Consent Items
 - 1. Recommendation to approve a rate of \$25.18 per hour for a substitute transportation supervisor, eff. 3/16/2021
 - 2. Recommendation to approve the agreement with Stoller Fundraising, effective March 11, 2021
 - 3. 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 Chippewa Local School Board of Education
 - 4. Recommendation to accept the following donations:
 - a) \$1,732 from the Wadsworth Band Boosters
 - b) \$5,000 from the Wadsworth Band Boosters
 - c) \$500 from Automation Tool & Die, Inc.
 - d) \$1,732 from Wadsworth Girls Lacrosse Club
 - 5. Recommendation to approve the Tierney Brothers, Inc. Sales Order Terms and Conditions, effective March 3, 2021
 - 6. Recommendation to approve the Precision Outdoor Creations Lawn Service Agreement, effective March 8, 2021
 - 7. Recommendation to approve the Cookery Catering Agreement
 - 8. Recommendation to approve the following Service Agreement Amendments with the Educational Service Center of Medina County
 - a) ELL
 - b) Behavior Technician
 - 9. Recommendation to declare the following student impractical to transport, enabling her parents/guardians to apply for state transportation reimbursement for the 2020-2021 school year:
 - a) Sarah Holmes, to Julie Billiart (Parent: Ann Kagarise)

C. Personnel Items

1. Recommendation to approve Debra Miller as a Transportation Supervisor substitute, eff. 3/16/2021

VI. Board of Education Discussion

A. Discuss/Review the Board of Education Goals for the 2020-2021 School Year

VII. Executive Session

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

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

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

VIII. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION Special Meeting March 31, 2021

Agenda Detail Sheet

V. Administrative Items

- A. Personnel Consent Items
 - 2. Employments
 - **a) Stacey Hornfeck:** Ms. Hornfeck is being recommended to fill the Isham Elementary School secretary position that was left open when Mrs. Rachel Fuchs resigned.
 - **b)** Jessica Pfahler: Ms. Pfahler is being recommended to fill the medical assistant position at Wadsworth Middle School that was left open when Ms. Anna Lambert resigned.
- B. Action Consent Items
 - **2. Stoller Fundraising Agreement:** The Stoller Fundraising Agreement, effective March 11, 2021, being recommended for approval is for a fundraiser at Overlook Elementary School.
 - **5. Tierney Brothers, Inc. Sales Order Terms and Conditions:** The Tierney Brothers, Inc. Sales Order Terms and Conditions, effective March 3, 2021, being recommended for approval will allow our school district to continue to purchase technology-related items from Tierney Brothers, Inc.
 - 6. Precision Outdoor Creations Lawn Service Agreement: The Precision Outdoor Creations Lawn Service Agreement, effective March 8, 2021, being recommended for approval is for lawn service at the Community Center. The Wadsworth City School District Board of Education has to approve this because we are the fiscal agent for the Community Center. The Community Center funds will pay for this service.
 - **7. Cookery Catering Agreement:** The Cookery Catering Agreement being recommended for approval is for a lunch event that will occur at Lincoln Elementary School on May 5, 2021.

- 8. Educational Service Center of Medina County Service Agreement Amendments: The following Service Agreement Amendments with the Educational Service Center of Medina County being recommended for approval will allow our students who require the services to receive them:
 - a) ELL
 - b) Behavior Technician

EMPLOYMENTS March 31, 2021

Supplemental Contracts

Anthony Gilleland Charles Hamilton Allison Pallija Michael Schmeltzer Dennis Schrock Michael Sladky Lisa Smith Justin Todd Kaitlyn White Varsity Asst. Boys Lacrosse Coach (Volunteer) Summer School Teacher (Government) Summer School Teacher (CAC) Summer School Teacher (Geometry/Algebra EOC Instructor) Summer School Teacher (Economics) Summer School Teacher (Physical Education) Summer School Teacher (English I and II EOC Instructor) Summer School Teacher (Physical Education) Summer School Teacher (Physical Education)

Minutes of Regular Meeting

Date: March 8, 2021

The Wadsworth City Board of Education met in Regular Session on Monday, March 8, 2021, at **7:00** P.M at Charles R. Parsons Administrative Building, 524 Broad Street, and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

PresentBatey, Gordon, Kramer, McComasAbsentStevens (joined during Executive Session)Administrators12Staff & Visitors45

Student Liaison Lauren Claxton

21-03-22 APPROVAL OF BOARD MINUTES

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

Regular Meeting February 8, 2021

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

Motion Carried,

STUDENT/STAFF RECOGNITION

A. March Students of the Month:

Student	Grade	School
Lexis Lanham	4	Franklin Elementary
Annaliese Pivato	4	Isham Elementary
Alaina Bohmer	4	Lincoln Elementary
Amelia Gaugler	4	Overlook Elementary
Colten Hoffman	4	Valley View Elementary
Nora Love	6	Central Intermediate
Arianna Snyder	7	WMS
Aiden Harvey	12	WHS Career Technical
Alex Shepherd	12	WHS

Minutes of Regular Meeting

Date: March 8, 2021

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- Α. Dr. Hill updated: Diversity and Inclusion Committee
- Β. Dr. Hill announced: Intradistrict Open Enrollment process for the 2021-2022 School Year
- C. Dr. Hill announced: Kindergarten Registration for the 2021-2022 School Year
- D. Set Date for Special Board of Education Meeting to Review Progress towards the Board's 2020-2021 Goals: March 31 at 6:00 pm at CRP Administration Building via Google meet.

ADMINISTRATIVE ITEMS

21-03-23 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Personnel Consent Items from the March 8, 2021, Regular Meeting, as presented:

PERSONNEL CONSENT ITEMS A.

- 1. Resignations
 - a) William Weyrick Non-Teaching Employee (eff. 05/01/21)
 - b) Michael Schmeltzer Varsity Girls' Golf Coach (suppl.)
 - Certified Teacher (retire eff. 06/01/21) c) Kathleen Zagar

2. Employments

- Amanda Lensvelt Non-Teaching Employee (eff. 02/17/21) a) (eff. 02/17/21)
- Liliana Ignjatovic Non-Teaching Employee b) c)
 - Brandi Bux Non-Teaching Employee
- Certified Substitute Jonathon Custer (eff. 02/17/21) d) (eff. 02/17/21)
- Debra Miller **Classified Substitute** e)
- Christopher Kallai Jr Classified Substitute f)

Supplemental Contracts: g)

Brent Brown Charles Hamilton	Boys' & Girls' Asst. Varsity Track Coach WHS Asst. Student Council Advisor
••••••	(eff. 03/01/21 prorated)
Bethany Marcum	WMS Girls' Head Track Coach (see MOU)
Amanda Simmons	WMS Girls' Head Track Coach (see MOU)
Michelle Minick	WMS Girls' Head Track Coach (see MOU)
Bethany Marcum	WMS Girls' Asst. Track Coach (see MOU)

Minutes of Regular Meeting

Date: March 8, 2021

Cory OttDrama Club Advisor (Gr. K-6)Kyle PenningtonVol. Asst. Baseball CoachAmanda SimmonsWMS Girls' Asst. Track Coach (see MOU)Michelle MinickWMS Girls' Asst. Track Coach (see MOU)

h) <u>Teacher Stipends</u>:

Donna Adams Victoria Albanese Andrea Allington Barbara Arnold Marv Beth Baxlev Elizabeth Beal Charles Berg Jennifer Balogh Ashley Bonenfant Andy Booth Marlene Bossart Anthony Boytim Taryn Busson Justine Cianchetti Kelly Cossev Barb Crookes Maria Daull Elizabeth Davis Kenda Doyle Chelsea Duty Charles Edwards Susan Everhart Nikki Farson Shawna Flaherty Laurie Freund Trudy Freund Diana Gorsuch Vicki Griffin Julie Gunn Kelly Hall Charles Hamilton Matt Hastings Eric Heffinger Maxine Heidmann Rob Karovic Deborah Kasminsky Andrea Kline Hayley Kowalczyk Amy LaMonica

Briana Lowdermilk Stephen Luchka Jennifer Manos Valerie May Sarah McCaffertv Jodie McInnes Bree McNeill Andrea Miller Michelle Minick Madison Monheim Mike Moser Amy Muhl Kevin Myers Laura Nagy Meagan Neumann Brandon Nolin Emily Osting Sandra Papp Tallie Paz Emily Pignato Kelly Rapp Natalie Roma Lauren Ross Dennis Schrock Taylor Schrock Phil Seenes Matt Shiarla Nate Singleton Mike Sladky Jennifer Sorrent Lori Stewart Megan Steinkerchner Kristie Stoll Meredith Stratton Patricia Swanson Justin Todd Lisa Wallen (prorated) Hope Zakany

Minutes of Regular Meeting

Date: March 8, 2021

i) <u>Athletic Workers:</u>

Division I Wrestling Sectional Tournament (02/27/2021 at WHS)

Sam Brandenburg	Tournament Manager	(\$275)
John Gramuglia	Asst. Manager	(\$100)
Val Dannemiller	Ticket Seller	(\$100)
Aly Hutton	Ticket Taker	(\$100)

- 3. Recommendation to approve unpaid leave under FMLA to Samantha Quallich from the end of her allowable sick through April 18, 2021.
- 4. Recommendation to allow Sandra Papp to teach an additional semester (second semester of the 2020-2021 school year) of Microsoft Word and Microsoft Excel/Access at WHS.
- VOTE: Yea Kramer, McComas, Batey, Gordon Nay – None Motion Carried,
- **21-03-24** Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Gordon**, to adopt the Action Consent Items from the March 8, 2021, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

- 1. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. with the Barberton City School Board of Education. (ATTACHED)
- 2. Recommendation to accept the following donations:

Clifton and Kathy Wise	\$1,000
CIS PTO	\$1,100
Kolony Bowl	\$1,035
Automation Tool & Die Inc.	\$ 500

3. Recommendation to approve the Agreement for the Provision of Limited Professional Services between Barber & Hoffman, Inc. and the Wadsworth City School District Board of Education. (ATTACHED)

Minutes of Regular Meeting

Date: March 8, 2021

4. Recommendation to declare all Wadsworth City School District students eligible for extracurricular activities for the fourth quarter of the 2020-2021 school year insofar as academic eligibility, as found in the applicable Student Handbook and referenced in Wadsworth City School District Board of Education policies, is concerned. The traditional academic eligibility requirements, as found in the applicable Student Handbook, will be reinstated beginning with the first quarter of the 2021-2022 school year.

5. Recommendation to approve the first reading of the following policy revisions:

a) b)	1422 1623	Nondiscrimination and Equal Employment Opportunity Section 504/ADA Prohibition against Disability
5)	1020	Discrimination in Employment
c)	1662	Anti-Harassment
d)	2240	Controversial Issues
e)	2260	Nondiscrimination and Access to Equal Educational Opportunity
f)	2260.01	Section 504/ADA Prohibition against Disability Discrimination on Disability
g)	2266	Nondiscrimination on the Basis of Sex in Education Programs or Activities
h)	3122	Nondiscrimination and Equal Employment Opportunity
i)	3123	Section 504/ADA Prohibition against Disability Discrimination in Employment
j)	3362	Anti-Harassment
k)	4122	Nondiscrimination and Equal Employment Opportunity
I)	4123	Section 504/ADA Prohibition against Disability Discrimination in Employment
m)	4362	Anti-Harassment
n)	5517	Anti-Harassment
o)	6114	Cost Principles - Spending Federal Funds
p)	6144	Investments
q)	6325	Procurement - Federal Grants/Funds
r)	6600	Deposit of Public Funds: Cash Collection Points
s)	7450	Property Inventory
t)	7455	Accounting System for Capital Assets
u)	8510	Wellness

- 6. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education: (ATTACHED)
 - a) WMS Girls' Track coaches
 - b) WHS Opportunity School Coordinator extended hours

Minutes of Regular Meeting

Date: March 8, 2021

- 7. Recommendation to approve the JourneyEd Terms and Conditions of Use and Privacy Policy. (ATTACHED)
- 8. Recommendation to approve the Opportunity School Coordinator job description.
- 9. Recommendation to approve the Challenge Island Contract for Services. (ATTACHED)
- 10. Recommendation to approve one (1) year extension on the use of the following current math textbooks:
 - a) McGraw Hill (ATTACHED)
 - b) Houghton Mifflin Harcourt (ATTACHED)
- **VOTE**: Yea McComas, Batey, Gordon, Kramer Nay – None Motion Carried,

ITEMS OF THE TREASURER

21-03-25 Upon the recommendation of Treasurer Beeman, the motion was made by **Gordon**, seconded by **Kramer**, to adopt the Action Consent Items of the Treasurer from the March 8, 2021, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

- 1. Recommendation to adopt a Resolution to accept the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the Medina County Auditor. (ATTACHED)
- 2. Recommendation to accept the February 2021 financial reports as presented and subject to audit.
- VOTE: Yea Batey, Gordon, Kramer, McComas Nay – None Motion Carried,

LEGISLATIVE UPDATE - GORDON:

- Current legislation is pending on year-end assessments.
- Biennial budget hearings are progressing in House and the Senate.
- HB 1 (Fair School Funding Plan) is a new funding formula for PK-12 education.

Minutes of Regular Meeting

- HB 70 Use of cameras on school buses.
- There is a bill pending to no longer require 11th graders to take the ACT or SAT.
- HB 115 Procedures and requirements on the sale and disposition of school property.
- Bill pending on complaints and counter complaints of property values within a school district.

FLOOR ITEMS

BOARD MEMBER ITEMS

- **L CLAXTON** Wished everyone a Happy International Women's Day and reported that the HS is running smoothly with nothing new to report.
- **KRAMER** Thanked the administration, teachers, and students for coming back on January 4. So proud that schools have been able to remain in person. Congratulated the wrestlers that are going to State Competition.
- **BATEY** Congratulated the wrestlers. Commended the Speech and Debater Team that placed at the State tournament. Congratulated Sam Zulia who was inducted into the Ohio Speech and Debate Hall of Fame. Also, congratulated Jensen Heppner for competing in State Gymnastics event. Announced the staff appreciation lunches will start this month.
- **GORDON** Thanked Ann's Pastries for supporting the Speech and Debate students. Announced former WHS student and Board of Education Representative Lea McNutt was named the Conference Defensive Player of the Week for Lacrosse.
- **MCCOMAS** Amazed by the accomplishments of our Students of the Month. Congratulated all our performers in athletics and the arts. Thanked Julie Batey for all her work on organizing the staff appreciation lunches.

Minutes of Regular Meeting

Date: March 8, 2021

EXECUTIVE SESSION

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

- A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. Employment
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested).

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.

- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by Federal law or rules or State statutes.
- F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

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

Jill Stevens was present for the Executive Session only.

Minutes of Regular Meeting

Date: March 8, 2021

EXECUTIVE SESSION

- **21-03-26** The motion was made by **Batey**, seconded by **Kramer**, to enter Executive Session at **7:48** p.m.
 - **VOTE**: Yea Gordon, Kramer, McComas, Batey Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at 10:20 p.m.

ADJOURNMENT

- **21-03-27** The motion was made by **Gordon**, seconded by **Batey**, to adjourn at **10:20** p.m.
 - VOTE: Yea Kramer, McComas, Batey, Gordon Nay – None Motion Carried,

(Signed)

Gary McComas, President

(Attested)

Douglas D. Beeman, Treasurer

STOLLE	R FUNDRAISING		For Office Use Only
Phone: 80	0-939-0322 • Fax: 330-939-9973		Entered in FR Date:
Email: be	en@stollerfundraising.com	, i	Initial Tally Emailed Date:
			Invoice Emailed Date:
his agreement is made b	<i>m. Please call if you have any</i> between Stoller Enterprises and the d delivery and payment arrangeme	parties outlined below for the	purpose of securing selling dates, incentives,
Organization: Overloc	ok Elementary School		Group Phone: (330) 335-1420
Chairperson: Erin Sim	ıpson	Phone: (330) 335-1420	Email: esimpson@wadsworthschools.org
Address: 650 Broad St	reet	City: Wadswort	h State: OH Zip: 44281
Name:	Please fill in if diff	erent Name:	Check if same as above
Address:		Address: 650) Broad Street
City:	State: Zip:	City: Wadswo	orth State: OH Zip: 44281
Phone: -	- Fax:	- Phone:	<u> Fax:</u>
Sales Brochure		Tantalizing Treats (All Products)
Sale Dates	Start: March 11, 2021	Er	nd: March 25, 2021
Return Order Date	Totals or o	rder forms returned to St	toller by: March 31, 2021
Delivery	Date: April 14, 2021	Time: '	4:00 PM
Profit Tiers	299 items o	r less 35% Profit - 300) items or more 40% Profit
Brochures	525	· · · · · · · · · · · · · · · · · · ·	
Parent Letters	525		
	Checks Payable to: Overloo	k Elementary School	
Info To Be	Parent Pickup Time: 5:00 P	M to 6:30 PM	
Printed On	Ques.? Contact Name: Erin	Simpson	
Parent Letters:	Phone: (330) 335-1420		
	X Pre-Pay Post-Pa		and a second descent and the second descent and the second descent and the second descent and the second descent
Stoller Tallying	Free service if more than 2	1 sellers! If less, use emai	iled link to enter your orders.
Prize Program	Cash Back Incentive		
	X Cash, Check or Mo	oney Order on Delivery	
Payment Options	PO #		·
	Invoice will be emailed	one week prior to Delivery of	products.
Special Instructions			
0			

IMPORTANT Emailed or faxed signature constitutes full responsibility for payment required under this agreement.

Carefully review your form and SIGN at the "X" BELOW before submitting. (For the purposes of the form, typing your name constitutes signature.) When completed, please send the form in an email as an attachment to your sales representative. Alternatively, you may print, sign, and fax your form to 330-939-9973. Also, please print/save for your records.

x Nancy Bauman	3/11/2021	x	
Stoller Fundraising Sales Representative	Date: MM/DD/YYYY	Organization Representative Signature	Date: MM/DD/YYYY

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 <u>Chippewa Local Schools</u> 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 <u>Wadsworth City</u> <u>Schools</u> Board of Education (District of Residence) for educational purposes for the school year of 2020 - 2021.

The <u>Wadsworth City Schools</u> Board of Education (District of Residence) hereby agrees to pay to the <u>Chippewa</u> <u>Local Schools</u> 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 <u>Chippewa Local Schools</u> 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.	Wadsworth, Ohio 44270
	3/5/2021
District of Attendance Superintendent Signat	$\frac{3-5-2}{2}$
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 2020 - 2021.

District of Residence Superintendent Signature	Date
District of Residence Treasurer Signature	Date



SOLUTIONS

PRODUCTS

EVENTS

 \equiv CAREERS

TIERNEY BROTHERS, INC. SALES ORDER TERMS AND CONDITIONS

1. Entire Agreement, These Terms and Conditions apply to the Sales Order (the "Order") and shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of Tierney Brothers, Inc. ("Seller") and Buyer with respect to the subject matter hereof. These Terms and Conditions are controlling and shall supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter hereof. These Terms and Conditions shall govern in the event of any conflict between these Terms and Conditions and any provision contained in any subsequent Sales Order or Purchase Order or otherwise, the terms of which, whether conflicting, supplemental or otherwise, are expressly rejected.

2. Shipment, Title and Risk of Loss. Unless otherwise agreed in writing, or pursuant to a Buy and Hold transaction, title and risk of loss pass from Seller to Buyer upon receipt of shipment from Seller. Seller is responsible for damage that occurs during shipment to the customer (FOB Destination), unless the customer has arranged the shipping contract with their own provider. If the buyer has arranged their own shipping method, the buyer would assume responsibility and ownership of the goods once the shipment is picked up at the Sellers location (FOB Origin). Unless otherwise agreed in writing, the method of shipment will be at Seller's discretion. Any delivery or shipment date is an estimate only.

3. Payment. For accounts where credit has been established, terms are net 30 days following the date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1% per month on the unpaid balance to be included on each month's statement until paid in full. Payment options are EFT or check. Tierney uses progress billing and involces for equipment and services independently. Equipment billing is upon shipment of the equipment and start of installation of the project. Labor and services billing will be based on labor incurred, generally at the completion of the project or based on completion percentage. All payment terms outside of the general terms and conditions must be negotiated and all parties must be in agreement prior to the start of any and all work.

4. Taxes and Other Charges. In addition to any price provided in this Agreement, Buyer shall be liable for any tax, fee or other charge imposed on Seiler at any time upon the sale and/or shipment of the products sold hereunder, now imposed by federal, state, municipal or any other governmental authorities or hereafter becoming effective for or during the period hereof.

5. Cancellation or Default by Buyer. This Order may not be cancelled in whole or in part by Buyer except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform its obligation hereunder, Seller may at its option terminate this Agreement with respect to further shipments and all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of such termination, Buyer shall remain liable to Seller for. any and all loss or damage sustained due to Buyer's default. The Buyer's Liability, at the time of cancallationwould be greater than or equal to 10% of the total of the order,

3/5/200

6. Customized Goods. In the event that the Order is for customized products or specially manufactured goods, or for products that Buyer customizes after receipt of the products, the Tierney Brothers, Inc. Customized Product Sales Formshall be completed, attached hereto, and incorporated into these Terms and Conditions.

7. Bill and Hold Transaction. In the event Buyer has requested that Seller bill and hold the products pursuant to the Order, the Tierney Brothers, Inc. Bill and Hold Agreementshall be completed, attached hereto, and incorporated into these Terms and Conditions.

8. Force Majeure. Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its reasonable control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control.

9. Limitation on Warranty and Remedies. Seller warrants those products manufactured by it against defects caused solely by faulty assembly for 30 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Tierney Brothers or the manufacturer. Buyer's exclusive remedy, if any, under these warranties is limited, at Tierney Brothers' election, to any one of (a) refund of Buyer's purchase price or (b) replacement of any such product. Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INLCUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. SELLER SHALL UNDER NO-GIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO BUYER OR ATHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES

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10. Software License. Title to any software installed with the products sold to Buyer remains with the applicable licensor(s). All software is subject to the applicable license agreement that is included with the products. Buyer agrees to be bound by the license agreement once the software is opened, the package is opened or its seal is broken. Warranty for any software shall be in accordance with the license agreement. Seller does not warrant any software under this Agreement.

11. Limitation of Actions. Products are deemed accepted by Buyer unless Buyer notifies Seller in writing within 40 days after receipt of products, if for quantity, or within 30 days after receipt of products, if for quality, loss of or damage to products, and the products must be held available at Buyer's place of business for Seller's ---inspection. Any action for breach of this Agreement, other than for non-payment, must be commenced within _ one year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipmentupon which such claim is based. No claim may in any event be made after products have in any way been used or processed by the Buyer. Buyer's remedies set forth herein are exclusive and the total liability of Seller for damages with respect to this Agreement, or anything done in connection therewith, shall be limited to the purchase price of the particular shipment with respect to which such damages are claimed.

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12. Returns. Please inspect product upon delivery. All claims for defective-merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns for non-defective items required an authorization number and must be made within 30 days. Custom orders and "consumables", such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees vary depending on the product line, expect a minimum charge of machin 25%.

-13. Indemnification. Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, Suits, proceedings, costs, demands, damages and liabilities of any nature, relating to or in any way arising out ofthe delivery, rejection, installation, possession, use, operation, control or disposition of the products purchased -by Buyer.--

14. Governing Law. This Agreement shall be exclusively governed by and construed in accordance with the internal laws of the state of Minnesota. on

15. Amendment. This Agreement shall not be amended except by a writing signed by an officer of the Seller and specifically stating that it is an amendment.

16. Venue. Any suit, action or proceeding with respect to this Agreement must be brought exclusively in the courts of the State of Minnesota or in United States courts located in the State of Minnesota, as either party may elect, and Buyer hereby submits to the jurisdiction of such courts for the purpose of any suit, action or proceeding. Buyer irrevocably waives any objections which it may now or hereinafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement in the courts located in the State of Minnesota and irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

17. Timeframe for Delivery of Professional Development Services (Training). Tierney shall deliver any professional development services to the buyer within 12 months after placement of sales order. Tierney shall no longer be liable to provide professional development services after 12 months. Tierney will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order. 18. Pricing Adjustments as it Relates to Tariffs.If/When international tariff changes impact any product(s)

included in this quote, Tierney reserves the right to adjust or cancel this quote, with prove proper

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3/18/2001

Dapproud charges by Tisconey, William L. Milay, 00 3/18/2021



1771 Energy Park Drive, Suite 100 (https://goo.gl/maps/osCxPfp pQYndhoCS7) Saint Paul, MN 55108



General Inquiries: contact@tierney.com (mailto:contact@tierney.com ł

Phone: 612.331.5500 (tel:612 331 5500)

Toll-free: 866.557,6062 (tel:866 557 6062)

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9. TIERNEY

(https://tierneybros2.wpengine.com/)

Online Support Portal (http://support.tierney.co m)

Contact Us (https://www.tierney.com/ contact/)

Careers (https://www.tierney.com/ careers/)

Blog (https://www.tierney.com/ about/blog/)

Tierney EdTech Podcast (https://www.tierney.com/ tierney-edtech-podcast/)

Sales Order Terms & Conditions (https://www.tierney.com/ sales-order-termsconditions/)

Privacy Policy (https://www.tierney.com/ privacy-policy-2/)

Employee Login (https://www.tierney.com/ employee-login/)

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Treaty · Terms



LAWN SERVICE AGREEMENT Precision Outdoor Creations Inc. 773 Eastern Road, Doylestown, Ohio 44230 330-975-9035 ~ office@precisionoutdoorcreations.com

TERM

This agreement for lawn services between $\underline{(\lambda)adSi\lambda Diff} \underline{A} \underline{A} \underline{A} \underline{A}$ (hereafter referred to as "customer") and <u>Precision Outdoor Creations Inc.</u> (hereafter referred to as "contractor") is made and entered into upon the following date: $\underline{3} \underline{/3} \underline{3}$.

The lawn stated in this agreement is found at the following address:

1033 School D Nadowor

SCOPE

The contractor is to provide lawn maintenance including: Lawn mowing.

AGREEMENT:

The customer and contractor agree to the following terms:

1. The customer will grant the contractor access to the lawn during regular business hours Monday-Friday 8am-5pm EST.

2. The contractor will provide all labor, material and equipment to perform the services in accordance with the requirements herin specified.

3. Customer will pay contractor for additional maintenance or repair that may become required for lawn to sustain an acceptable appearance. The contractor shall bill the customer for the cost of work that is above and beyond what is considered reasonable and customary for normal maintenance of the lawn. This additional "above and beyond" repair hereafter shall be referred to as "ad hoc work".

4. Ad hoc work that has a cost that is less than, or equal to \$50, shall be performed by the contractor without the customer's consent. However, work that is to be estimated greater than \$50 per service, the contractor must receive authorization by the customer before the additional maintenance is provided.

5. "Regular Maintenance" will include the following: Lawn mowing.

6. "Ad hoc work" will include: Removal of debris from the yard, (ie. Sticks, leaves, storm debris) that would interfere with the contractor's ability to perform lawn mowing service.

7. Contractor will begin performing regular lawn maintenance after the following date: 4/1/2, pending weather conditions.

8. Contractor will perform regular lawn maintenance on a (weekly/bi-weekly) basis during the regular growing season (April-November), pending weather conditions, and on an as-needed basis thereafter until the growing season ends.

9. The contractor will grant personal judgement to assigned maintenance foreman to decide if lawn can be safely serviced, without creating damage to lawn during wet seasons. If the maintenance foreman decides service cannot be performed, contractor will perform services when conditions allow, and ad hoc work may be applied.

10. Contractor agrees to fix and damages to lawn that may be caused by wet conditions.

BILLING AND PAYMENT

1. Contractor will send customer an itemized invoice for services performed at the above service address on the first business day of the following month.

2. Customer will pay the invoice in full within 15 days of the invoice date.

3. Contractor holds the right to pause, or discontinue all maintenance at the above address in the event payment is not received within the 15 day period without notification to the customer.

4. Any invoice exceeding 10 days past due, will accrue a 3.5% interest charge at the printing of each monthly statement until the open balance is paid in full.

Either party may terminate this contract at any time by supplying a written notice of termination to the other party within 1 week prior to the stated date of termination.

If there is any litigation needed between the customer and contractor, it shall be filed and tried in the contractor's local jurisdiction.

REGULAR MAINTENANCE (please initial):

_____Weekly lawn mowing service: \$ 15.5 + tax per service

As needed string trimming service: \$______+ tax per service

_____Stick edging service: \$_____+ tax per service

_____Double cutting: $\frac{5}{5}$ + tax per service

_____Bagging and disposal of lawn clippings: $\frac{525}{4}$ + tax per service

Ad Hoc work (to be performed as deemed necessary by the maintenance foreman on site in order to effectively and efficiently complete service):

Removal of leaves, sticks, gravel and debris from lawn: \$48.00 per man hour plus tax.

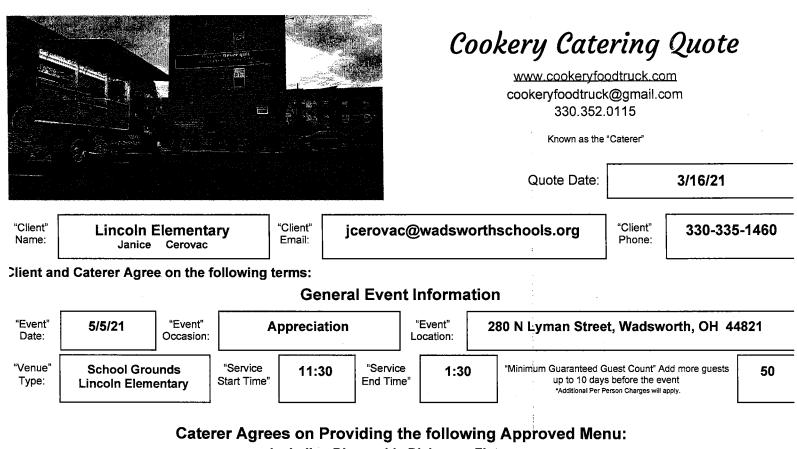
In agreement to the above mentioned terms the customer and contractor sign below:

Date:

Customer signature:

Date: 3-8-21

Contractor signature:



Including Disposable Dishware, Flatware,

and napkins for approved guest count.

Initial Menu Approval: Tacos with chips and salsa or Nachos,(Crispy Chicken, Sante Fe) Wraps or Salads with "side" Potato Chips.



Client Agrees to Providing the Following:

At the Event Location:

- Adequate parking and maneuverability of the truck is 26'L X 8'W. With an additional 6'. For awning clearance.
- Consideration the truck must sit as level(flat) as possible. Watch for low trees. Our truck is 10' tall.
- The availability to enter, and exit the event set up location at or up to 1 hour before and after the service times.
- Rain or Shine, clients understand that service may have to pause, or delay due to excessive weather conditions.
- Waste receptacle for guest disposables.

Guest Information:

- Client agrees to provide Caterer with an increased total number of guests no later than (10) Ten days before the Event.
- Guests will be visiting the truck throughout service times by tables or groups. Please do not form a line with all guests.
- Staggering guests is crucial to wait times in turn service times, and helps with social distancing.
- Client agrees to notify Caterer of any guests with food allergies or special dietary requests, if applicable.

Travel & set up Fee *Extended rates may apply	\$100.00	Extended Service Time Cost \$100 per hr.	0	Fees Total	\$100.00
'Minimum Guaranteed Guest Count"	50	Cost Per Person 1 selection from 2 Categories	\$13	Total Food Cost Minimum for small parties \$650.00	\$650.00
Pricing Based on menu	i choices, minimum gua	aranteed guest count, travel time, ar	nd service times.	Grand Total Due:	\$750.00
erunuable. Balance of deposit is	only refundable if the cancella	O) days prior to the "Event". \$500 o tion is prior to 60 days of the "Event". If incleme sonable time, the date may be changed based	ant weather, or could plays a	Deposit Due Minimum \$500 Date 2/7/21	Business Client

Caterer has all rights to cancellation due to food truck breakdown, unforeseeable circumstances, and covid related issues. At this time a full refund will be issued.

Quotes are good for 7 days.

Payment:



SERVICE AGREEMENT

"ORC.3313.843 Contract"

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New

Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2021 (July 1, 2020 - June 30, 2021)

Between

The Educational Service Center of Medina County and

The Wadsworth City School District

Service to be performed	Amount to be Billed
ELL	276/hrs x \$60.00/hr = \$16,560.00

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 Solving Cer	nter of Medina County	For the W
Treasurer	Date	Treasurer
	3/9/21	
Superintendent	Date	Superinte

adsworth City School District

Date

ndent

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.



SERVICE AGREEMENT

"ORC.3313.843 Contract"

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New

Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2021 (July 1, 2020 - June 30, 2021)

Between

The Educational Service Center of Medina County

and The Wadsworth City School District

Service to be performed

Amount to be Billed

Behavior Technician

152/hrs x \$31.50/hr = \$4,788.00 (increase from 1260/hrs to 1412/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

Superintendent

3/9/21 Date For the Wadsworth City School District

Treasurer

Date

Date

Superintendent

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.

Minutes of Special Meeting

- B. Goals for the 2020-2021 School Year:
 - 1. Continue to increase our financial IQ:
 - a) Understand the relationship between our budget and District goals.
 - b) Understand the potential need for a new levy.
 - c) Replacement of CIS.
 - 2. Continue to create a climate of support for our District staff:
 - a) Continue to utilize the culture climate survey and follow up with deliverable action items on topics that need addressed.
 - b) Continue to highlight and celebrate our school buildings throughout the school year:
 - i. School Spotlight will only take place if building principal schedules allow and would consist of a short presentation at a Regular Board Meeting, highlighting something special happening in the building.
 - ii. Board will discuss and implement the best way to show appreciation and support our teachers and staff at each school building throughout the school year.
 - iii. Board members will continue to highlight school building happenings during their Board Member Items.
 - iv. Board members may visit the building that month to take part in special programs or to visit a student or teacher in a classroom when/if COVID-19 protocol allows.
 - c) Continue to attend teacher and staff functions, virtually or inperson.
 - 3. Board Professional Development:
 - a) Hold work sessions and attend OSBA training sessions.

Minutes of Special Meeting

Date: September 28 2020

- 4. Continue to collaborate and communicate with appropriate officials, staff and the Wadsworth community to develop a plan for the future of Central Intermediate School, while taking into consideration the economic environment at the time.
- 5. Continue to promote, support, and recognize student activities and accomplishments and those of our District overall.
- 6. Continue to be part of the Mental Health Committee to support, educate, and maintain a strong focus on the overall social emotional and mental health issues of our District.
- 7. Work with all District and community stakeholders to implement a District-Wide Diversity and Inclusion Committee whose purpose will be to educate, support, and improve diversity and inclusion within our staff and student body.

ADJOURNMENT

- **20-9-84** The motion was made by **Kramer**, seconded by **Stevens**, to adjourn at **7:42** p.m.
 - VOTE: Yea McComas, Stevens, Batey, Gordon, Kramer Nay – None Motion Carried,

(Signed)_

Julie Batey, President

(Attested)

Douglas D. Beeman, Treasurer