

Table of Contents

9.12.2022 BOE Mtg. Agenda

WEA MOU (Opportunity School Coordinator Extended Hrs.)

OHSAA Tournament Site Availability Agreement

OHSAA District Site Contract

Akron Design & Costume Co. Contract Terms & Conditions

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, SEPTEMBER 12, 2022, 7:00 P.M.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VIII. Administrative Items

A. Personnel Consent Items

2. Employments

b) Classified Substitutes

(2) Tiffany Hoesel

(3) Zane Morris

d) Volunteers

(66) Lauren Klancer

(67) Cathryn Shaffer

(68) Betsy Virkler

B. Action Consent Items

3. Recommendation to accept the following donations:

e) \$500 from the Medina County Agricultural Society (Medina County Fair)

4. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Board of Education and the Wadsworth Education Association:

c) Opportunity School Coordinator Extended Hours

27. Recommendation to approve the OHSAA Tournament Site Availability Agreement between the Ohio High School Athletic Association and the Wadsworth City School Board of Education for the 2022-2023 school year

28. Recommendation to approve the District Site Contract between the Ohio High School Athletic Association and the Wadsworth City School Board of Education

29. Recommendation to approve the Akron Design & Costume Company Costume Rental Contract Terms and Conditions

C. Personnel Item

1. Justin Todd - Extended Hours, up to 140 Hours (supplemental contract)

Agenda Detail

IX. Administrative Items

B. Action Consent Items

- 4(c) Opportunity School Coordinator Extended Hours (Wadsworth Education Association MOU):** The Wadsworth Education Association MOU being recommended for approval details the extended hours for the teaching position at Wadsworth High School.
- 27. & 28. Ohio High School Athletic Association (OHSAA) Agreements:** The OHSAA Agreements being recommended for approval (2) will allow our school district to host OHSAA tournament games during the 2022-2023 school year. The Agreements detail the responsibilities of each party.
- 29. Akron Design & Costume Company Terms and Conditions:** The Akron Design & Costume Company Costume Rental Contract Terms and Conditions being recommended for approval will allow our school district to purchase costumes for drama productions through the Akron Design & Costume Company.

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

This Memorandum of Understanding is entered into this 12th day of September 2022, 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, Work Year, A. 3 states the following:

“School 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 school counselors.”

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

1. The teaching position called Opportunity School Coordinator will be provided up to one hundred forty (140) extended work hours for the 2022-2023 school year. The extended work hours will be paid pursuant to a supplemental contract at the Opportunity School Coordinator’s per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the Opportunity School Coordinator.
2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

**For the Wadsworth City School District Board
of Education**

Stephine Schmeltzer, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Rob Earle, WEA Co-President

OHSAA TOURNAMENT SITE AVAILABILITY AGREEMENT

PLEASE COMPLETE, SIGN AND RETURN PAGE 1 TO Jeff Cassella at Jcassella@ohsaa.org BY
October 1, 2022

Districts with multiple high schools may have a district level administrator sign one agreement to cover
the entire district.

"OHSAA"

"Venue"

(PUBLIC / NON-PUBLIC SCHOOL DISTRICT ENTER
NAME AND ADDRESS)

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION an unincorporated nonprofit 501(c)3 4080 Roselea Place Columbus, Ohio 43214	Wadsworth City Schools 524 Broad Street Wadsworth, OH 44281
---	--

This Tournament Site Availability Agreement is effective as of August 1, 2022, and shall remain in effect for
all tournament contest for the 2022-23 school year.

Venue grants the OHSAA, including each District Athletic Board of the OHSAA, an exclusive license to use
Venue's premises and 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.

FALL SPORTS

☒ Boys Soccer

☒ Girls Soccer

☒ Volleyball

WINTER SPORTS

☒ Boys Basketball

☒ Girls Basketball

SPRING SPORTS

☒ Baseball

☒ Softball

For those tournament events that are set up by the OHSAA/DAB for the "better seeded team" to host the
tournament contest, Venue agrees to not charge the OHSAA/DAB any fee for the use of VENUE's premises
and facilities; Venue further agrees to staff the tournament contests within the staffing fees defined by the
OHSAA/DAB for the specific sport/contest.

Prior to any tournament contest commencing at Venue's premises and facilities, Venue will have the
premises inspected by an OHSA Certified Safety Professional for any latent or patent defects who will
provide a report to OHSAA/DAB. VENUE warrants that the premises are 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 2021-2022** as if fully rewritten herein. The parties 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 Venue, these General Terms and Conditions are published on the OHSAA website at www.OHSAA.org.

SCHOOLVENUE: Wadsworth High School

By: Brad Musgrave

Brad
Musgrave

(Signature)

Its: Athletic
Director

DATE Sept. 8,
2022

OHSAA/District Athletic Board:

By: Jeff Cassella

(Signature)

Its: SECRETARY / TREASURER

DATE _____

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

TOURNAMENT SITE AGREEMENT

GENERAL TERMS AND CONDITIONS

PREMISES

- a. Venue 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. Venue shall make available to the OHSAA the aforementioned facilities for as many days as there are contests, as well as the day before the first contest for event preparations. The OHSAA, via its employees and representatives may enter Venue's facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for their intended use.

CONSIDERATION

- a. OHSAA agrees to pay Venue in accordance with the FLAT FEE set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the Venue's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking and press areas, as well as the services provided, including but not limited to, ticket scanners, ticket sellers (if needed), 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.

OPERATIONS

- a. Venue shall designate a "site manager" who shall be the Venue's liaison between Venue 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 to operate the tournament at Venue's site in accordance with the standards established by the OHSAA.
- b. The Venue'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 VENUE'S site. Furthermore, Venue 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.
- c. Venue 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

- a. **Electronic Ticketing:** The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at all of its tournament events. The OHSAA intends to offer the sale of electronic tickets to customers as a paperless, touchless process by which fans can gain entrance to OHSAA tournament events (note that a printing option of the

electronic ticket is also available). HomeTown ticketing and/or the OHSAA shall provide adequate training of Venue personnel assigned to ticket gates and points of entrance to the facilities described herein.

- b. **Reports:** The Venue 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 to/from the OHSAA will be paid by check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.
- c. **SITES THAT SCAN LESS THAN 70% OF TICKETS SOLD FOR THE EVENT WILL NOT RECEIVE THE HOSTING FEE.**

FOOD, BEVERAGES, AND NOVELTIES

- a. **Concessions:** The rights to all concessions are reserved by Venue, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by Venue.
- b. **Alcoholic Beverages:** Venue agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.
- c. **Tobacco Products:** Venue agrees not to sell, permit the use of, or dispense any tobacco products on the premises during the event.
- d. **Signage:** Venue agrees to cover any alcohol or tobacco-related advertising during the aforementioned tournament. Venue agrees to cover or temporarily remove any signs that conflict with OHSAA sponsorships.
- e. **Merchandise / Novelties:** Venue 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 Venue. ~~Venue waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). Venue agrees to pay any such fees not waived.~~ *no 9/12/2022*

SPONSORSHIP, ADVERTISING AND PROMOTION

- a. Venue acknowledges the OHSAA sometimes partners with sponsors. Included in these sponsorship packages are the rights to advertise and market sponsors in and about the event facilities. The OHSAA shall be permitted to display its sponsors' banners and other forms of advertising/marketing in and about Venue's facilities.
- b. OHSAA acknowledges that during the term of this Agreement, Venue may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of Venue'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.
- c. Venue licenses its logos, name, image, and likeness to the OHSAA for purposes of promoting the tournament contests.

SUITABILITY

Venue certifies that its facilities are in good working condition and provide a safe environment for the OHSAA participants, staff and fans. ~~At least 30 days prior to any tournament contests,~~

9/18/2022
MM

~~Venue will have the premises inspected by an OHSAA Certified Safety Professional for any latent or patent defects who will provide a report to OHSAA/DAB.~~ Venue warrants that the premises are safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

LICENSE, PERMITS

Venue warrants that it has obtained all necessary permits, licenses and rights from all copyright holders and/or their agents for any and all music or works Venue may play over Venue's audio and visual systems 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

Venue 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. Venue waives any television, radio, video, film, photography and internet rights and/or access fees normally charged for events held at Venue's facilities, and grants free and full access to OHSAA media rights holders as needed. ~~Venue will pay any such fees not waived.~~ MM 9/18/2022
- b. Venue will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. ~~Venue will pay any such fees not waived.~~ MM 9/18/2022
- c. Notwithstanding the foregoing provisions, Venue shall not be responsible to facilities or access that do/does not already exist at Venue's facility.

CANCELLATION

- a. Venue shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of Venue or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the Venue 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 additional charges the Venue 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. Venue 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 Venue 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 Venue. All such persons shall be supervised and controlled by Venue as employees of the Venue.

- b. The OHSAA shall provide all contest officials as independent contractors of both the Venue and the OHSAA.
- c. Venue 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.~~ *MM 9/12/2022*

PARKING

- a. Venue shall provide parking for the event at no cost to fans in lots designated for such purpose by Venue. Such parking will be made available in lots on the premises. However, if Venue has charged a parking fee during Venue's regular season contest, Venue may continue to charge the parking fee charged during the regular season not to exceed \$5.00 per vehicle. If parking is charged by the Venue, the Venue may retain the revenues received from that parking fee. Venue will be responsible for all liabilities and expenses related to parking.
- b. Venue shall provide free parking accommodations for OHSAA personnel and guests.

MUTUAL RELEASE, WAIVER and DISCHARGE of CLAIMS

The OHSAA and the Venue hereby mutually agree to release, waive, discharge and covenant not to sue the other party, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the OHSAA or the Venue, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property resulting in death of the OHSAA or the Venue, its employees, agents, personal representatives, assigns, heirs and next of kin, ~~whether caused by the negligence of the releases or otherwise~~ while the OHSAA or the Venue or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein. *9/12/2022 MM*

FORCE MAJEURE

This agreement and performance thereof by the parties is in all respects be subject to delay or inability to perform all or any portion thereof by reasons of strikes, lockouts, market shortages of labor or materials, acts of God, war, public health crises, terrorism, accidents arising out of circumstances and conditions not directly due to negligence of the parties, or which may affect the parties' suppliers, or subcontractors; and without limitation by reason of any of the foregoing, by reason of any cause, condition or circumstances beyond the control of the parties, including but not limited to the intervention of any rules, law or regulation of any government, or any bureau or department, or any sovereign act, and the term of this agreement or any obligation of the parties hereunder will be extended by the period of such delay or terminated with a full refund of all fees paid.

NO WAIVER

No waiver, modification, or cancellation of any term or condition of this Agreement will be effective unless signed in writing by the party charged therewith.

GOVERNING LAW

This agreement shall be governed in accordance with Ohio law. Each party consents to the exclusive jurisdiction and venue of the courts located in Franklin County, Ohio, in connection with any dispute arising hereunder, and further submits to the personal jurisdiction of those courts.

NOTICES

Unless otherwise provided in writing, all notices, consent or approval shall be sent via certified mail to the following addresses:

OHSAA/ Central District Athletic Board

Attention: Jim Hayes, Secretary/Treasurer

1790 Edgewood Dr.

Circleville, OH 43113

With copy to:

OHSAA

4080 Roselea Place

Columbus, OH 43214

Attention: Chief Operating Officer

[625 Broad Street, Wadsworth, OH 44281]

District Site Contract

Please complete and return this page to Jeff Cassella at Jcassella@ohsaa.org by October 1, 2022.

Venue name and address: Wadsworth High School, 625 Broad St., Wadsworth, OH 44281

Financial Terms

Flat Fee

- The Flat Fee for the use of the facility will be as follows: OHSAA Flat fee for sport.
 - Note: Fee includes rental and staffing
 - Flat fee will only be paid if 70% of tickets sold are scanned.

Additional Expense

- Custodial services _____
- Special equipment (i.e. timing systems, port-a-johns) _____
List each item and amount _____

- Required security costs _____
 - Note: An invoice from the security provider must be provided to support payment.

Signatures

Ohio High School Athletic Association

School or venue

By: _____

By: Brad Musgrave

Its: _____

Its: Athletic Director

Date: _____

Date: Sept. 8, 2022



COSTUME RENTAL CONTRACT

www.akrondesign.com

Page 1 of ____

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

Estimated Subtotal of Rentals \$ _____
Estimate of Shipping \$ _____
Estimate of Grand TOTAL \$ _____
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: _____
Attn: _____
Street/P.O. Box: _____
City, State, Zip: _____

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 ____ / ____ / ____

() ***Purchase Order No.: _____ 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
() I will pick-up the costumes in person. (pick-up date ____ - ____ - ____)
() 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.
() I will return the Costumes in Person (return date ____ - ____ - ____)

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: _____

Director/Costume Coordinator: _____

Signature _____

Principal/President/Treasurer: Doug Beeman

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.

☒ 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.