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**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, NOVEMBER 21, 2022, 7:00 P.M.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Meeting Minutes

V. Student/Staff Recognition

A. November Students of the Month

<u>Student</u>	<u>Grade</u>	<u>School</u>
Evalynn Wheatley	04	Franklin Elementary School
Colin McFarland	04	Isham Elementary School
Robert Sondles	04	Lincoln Elementary School
McKenna Moore	04	Overlook Elementary School
Lilah Ballinger	04	Valley View Elementary School
Kaiden Blubaugh	06	Central Intermediate School
Rylin Davis	08	Wadsworth Middle School
*Alana Ross	11	WHS Career-Technical
Matthew Jariga	12	Wadsworth High School

*Rachel Dennee, the WHS Career-Tech Oct. Student of the Month will also be recognized.

VI. Administrative Discussion Items, Presentations, and Updates

- A. Presentation: Five Year Financial Forecast: Mr. Doug Beeman, Treasurer
- B. Presentation: State Guidelines for Nutritional Standards: Mrs. Kelly Gnap, Food Service Supervisor
- C. Discussion: Culture/Climate Survey Results

- D. November 18, 2022 Professional Development Day
- E. Special Education Rating

VII. Public Participation

VIII. Administrative Items

A. Personnel Consent Items

1. Resignations

- a) Miranda Cottrill, Varsity Asst. Gymnastics Coach, eff. 11/4/2022
- b) Patricia Gear, retirement, eff. 6/1/2023
- c) Austin Hanna, Varsity Boys Tennis Coach
- d) John Hutchinson, Reserve Boys Tennis Coach
- e) Carla McKee, Non-teaching Employee, eff. 11/4/2022

2. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2022-2023 school year, with a license effective date of July 1, 2022, if he/she does not already have the said license.)

a) Certified Employees

- (1) Kendall Kelly (part-time), eff. 12/1/2022

b) Non-teaching Employees

- (1) Olivia Bicksler, eff. 10/17/2022
- (2) Kimberly Means, eff. 10/19/2022
- (3) Vicki Tvrdik, eff. 11/3/2022

c) Certified Substitutes

- (1) Karen Moore
- (2) Jonas Piskach

d) Classified Substitutes

- (1) Bruce Acker, eff. 10/28/2022
- (2) Victoria Grossenbacher
- (3) Karen Jacobs
- (4) James Scott Spencer, eff. 11/6/2022
- (5) Paul Stoneking
- (6) Kandi Wallet

(7) Cathy Williams, eff. 11/14/2022

e) Supplemental Contracts

- (1) Mary Beth Baxley, Co-Director, Children's Play
- (2) Randy Dye, Varsity Asst. Softball Coach (50%), eff. 10/13/2022
- (3) John Gramuglia, 8th Gr. Wrestling Asst. Coach
- (4) John Hutchinson, Varsity Boys Tennis Coach
- (5) Michael Irwin, Wheelchair Basketball Head Coach
- (6) Ryun Louie, Pana Camp Instructor
- (7) Kristin MacDowell, Asst. Swim Coach (50%)
- (8) Brandon Nolin, Crossing Guard Supervisor (Overlook)
- (9) Lindsay Patterson, Co-Director, Children's Play
- (10) Abbey Pecnik, Elementary Student Council (Overlook)
- (11) Larry (Charlie) Ries, Wheelchair Basketball Asst. Coach
- (12) Logan Scandlon, Asst. Wrestling Coach (Volunteer)

f) Volunteers

- (1) Kristen Ashby
- (2) Janet Barnett
- (3) Karen Buccigrossi
- (4) Robert Buccigrossi
- (5) Mary Carol Buck
- (6) Sarah Cain
- (7) Robert Casey
- (8) Melissa Church
- (9) Ashley Danecki
- (10) Diana Dodd
- (11) Joseph Drake
- (12) Vince Desjardins
- (13) Trudy Freund
- (14) Sarah Gaugler
- (15) Mariah Grimm
- (16) Diennia Hall
- (17) Sandra Istvan
- (18) Monica Kallai
- (19) Andrea Kline
- (20) Leah Kline
- (21) Megan Lucey
- (22) Allison McAnalley
- (23) Zach Ockunzzi
- (24) Julie Pagano
- (25) Shannon Schrock
- (26) Karen Sharkey

- (27) Steve Vetter
- (28) Rachel Wallace
- (29) Joshua Watson
- (30) Shelby Wenger
- (31) Marcia Wetshtein
- (32) Ashley Whited
- (33) Laura Williams
- (34) Rebecca Williams
- (35) Michelle Wooley

g) Performance Event Workers

- (1) Danielle Gaugler
- (2) Marta Moore

h) OHSAA-Sponsored Athletic Event Workers

- (1) *Division I Volleyball Sectional Tournament (Lakewood vs. Berea-Midpark) - October 19, 2022 at Wadsworth High School

(a) Allyson Wines, Tournament Site Manager (\$50)

- (2) *Division I Volleyball Sectional Tournament (N. Ridgeville vs. Berea-Midpark) - October 22, 2022 at Wadsworth High School

(a) Allyson Wines, Tournament Site Manager (\$50)

- (3) *Division I Football Regional First Round Playoff vs. Elyria, October 28, 2022 at Art Wright Stadium

(a) Kristine Palecek, Media Coordinator (\$80)

*Other personnel required were paid at their previously Board of Education-approved athletic contest worker rate.

- 3. Recommendation to amend the effective resignation date of Barbara Skamer from December 21, 2022 (approved at the September 29 special Board of Education meeting) to October 19, 2022
- 4. Recommendation to approve unpaid leave for Samantha Quallich from the end of her allowable sick leave through March 10, 2023
- 5. Recommendation to approve unpaid leave for Lisa Wallen from the end of her allowable sick leave through the remainder of the 2022-2023 school year

6. Recommendation to approve unpaid leave for Jocelyn Thompson from the end of her allowable sick leave through April 7, 2023
7. Recommendation to approve unpaid leave for Gail Madigan from September 19 through October 31, 2022
8. Recommendation to approve the amended unpaid leave request of Taylor Gardener to reflect a return date of October 24, 2022, rather than October 17, 2022 (approved at the October 10, 2022 Board of Education meeting)
9. Recommendation to approve 4½ hrs. of unpaid leave for Allison Parsons on November 18, 2022
10. Recommendation to approve unpaid leave for Debbie Crites from October 31, 2022 through January 2, 2023
11. Recommendation to extend the unpaid leave of Kimberly Tobias through the remainder of the 2022-2023 school year (last amended at the August 8, 2022 Board of Education meeting to reflect leave through January 3, 2023)

B. Action Consent Items

1. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. with the Buckeye Local Schools Board of Education
2. 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 Keystone Board of Education
3. 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 Norton Board of Education
4. Recommendation to approve a girls varsity basketball team overnight trip to Mt. Vernon, Ohio on November 11, 2022, returning November 12, 2022
5. Recommendation to accept the following donations:
 - a) \$8,828.66 from the Wadsworth All-Sports Boosters
 - b) \$1,511.58 from the Wadsworth All-Sports Boosters
 - c) \$1,200.00 from the Wadsworth Band Boosters
 - d) \$1,000.00 from the Blue Tip Committee
 - e) Air conditioner & furnace from MI Builders, valued at \$5,000.00
 - f) Buehler's gift cards from Minute Men Ohio Comp, valued at \$3,000.00

g) \$800.00 from the Wadsworth Middle School PTO

6. Recommendation to add Makaela Daso to the list of 2021 graduates, having met all state and local requirements
7. Recommendation to approve the Service Agreement Amendment between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the period of July 1, 2022 through June 30, 2023
8. Recommendation to approve the Room and Event Contract between Kalahari Resorts & Conventions and the Wadsworth City School District Board of Education, effective October 14, 2022
9. Recommendation to approve the Preventive Service & Maintenance Agreement between Comfort Systems USA and the Wadsworth City School District Board of Education, effective December 1, 2022
10. Recommendation to renew the Medina County Economic Development Corporation membership for the period of December 1, 2022 through November 30, 2023
11. Recommendation to approve the OHSAA Tournament Agreement between the Ohio High School Athletic Association and the Wadsworth City School District Board of Education
12. Recommendation to approve the AIA Document A105-2017 Agreement between Mr. Excavator, Inc. and the Wadsworth City School District Board of Education
13. Recommendation to approve the Smore for Teams Terms and Conditions
14. Recommendation to approve a first reading of the revised Wadsworth City School District Board of Education Policy 5460, Graduation Requirements
15. Recommendation to add the following courses at Wadsworth High School, starting in the 2023-2024 school year:
 - a) AP Precalculus
 - b) Calculus II (through College Credit Plus)
 - c) Calculus III (through College Credit Plus)
16. Recommendation to approve the revisions to the 2023-2024 and the 2024-2025 school year calendars
17. Recommendation to approve the memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education

18. Recommendation to approve the Client Agreement Funding Year 2023 between ABC E-Rate, LLC and the Wadsworth City School District Board of Education, for the period of July 1, 2023 through June 30, 2024
19. Recommendation to approve the following job descriptions:
 - a) Accounts Payable & Payroll Specialist
 - b) Fine Arts Festival Logistics Coordinator
20. Recommendation to approve the revised Hourly Exempt Employee Benefit Provisions Manual
21. Recommendation to approve the Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education
22. Recommendation to approve the NHA Customer Agreement
23. Recommendation to approve the Educational Service Center of Northeast Ohio Cooperative Purchasing Consortium for Rosetta Stone: Classroom Foundations Silver (Version 4) for the period of January 6, 2023 through December 31, 2023
24. Recommendation to approve the 1st Day School Supplies Legal Terms & Conditions
25. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement for STRS/SERS Covered Services between Wendy Turocy and the Wadsworth City School District Board of Education for the period of November 22, 2022 through July 31, 2023

C. Personnel Item

1. Resignation
 - a) Lisa Freno, Non-teaching Employee (WMS Secretary), eff. 12/21/2022
2. Employment
 - a) Lisa Freno, Non-teaching Employee (Accounts Payable & Payroll Specialist), eff. 12/21/2022

IX. Items of the Treasurer

A. Action Consent Items

1. Recommendation to make amendments to the FY 2023 certificate of revenue

2. Recommendation to approve amendments to the FY 2023 appropriations resolution
3. Recommendation to adopt the FY 2023 five-year forecast and assumptions for submission to the Ohio Department of Education
4. Recommendation to transfer \$500.00 from the general fund (001) to the Be Kind Wadsworth Local Grant fund (019-9010)
5. Recommendation to reappoint Robert Tibbetts to the Wadsworth Public Library Board of Trustees for a term beginning January 1, 2023 through December 31, 2029
6. Recommendation to accept the financial reports as presented and subject to audit

X. Legislative Update

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 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 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.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
November 21, 2022**

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

- D. November 18, 2022 Professional Development Day:** You can view the November 18, 2022 professional development day schedule for our employees by clicking [here](#).
- E. Special Education Rating:** We recently received our special education rating from the Ohio Department of Education. This year, we received the highest rating in each category and received an overall rating of “Meets Requirements.” We would like to thank Joyce Walker and Jennifer Thomas for their leadership of our special education program and to all of our students, teachers, support staff, and administrators who are involved in the daily work that led to this rating.

VIII. Administrative Items

A. Personnel Consent Items

2. Employments

a) Certified Employees

- (1) Kendall Kelly:** Ms. Kelly is being recommended to fill the Wadsworth High School part-time speech/language pathologist position that will be left open when Ms. Jessica Accordino moves to Valley View Elementary School. Ms. Accordino will move to Valley View Elementary School to fill the speech/language pathologist position that will be left open when Ms. Kenda Doyle retires.

b) Non-teaching Employees

- (1) Olivia Bicksler:** Ms. Bicksler is being recommended to fill the Overlook Elementary School classroom playground aide position that was left open when Ms. Michelle Gerlitz resigned.
- (2) Kimberly Means:** Ms. Means is being recommended to fill the Valley View Elementary School cafeteria helper position that was left open when Ms. Alicia Pitts moved to another position within the district.

- (3) **Vicki Tvrdik:** Ms. Tvrdik is being recommended to fill the bus driver position that was left open when Ms. Barbara Skamer resigned.

B. Action Consent Items

7. **Educational Service Center of Medina County Service Agreement Amendment:** The Service Agreement Amendment between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the period of July 1, 2022 through June 30, 2023 being recommended for approval is for the addition of another behavior specialist for the remainder of the 2022-2023 school year. This addition is in response to the needs of our students.
8. **Kalahari Resorts & Conventions Contract:** The Room and Event Contract between Kalahari Resorts & Conventions and the Wadsworth City School District Board of Education, effective October 14, 2022, being recommended for approval is necessary for the middle school band choir performance at Cedar Point on May 12-13, 2023.
9. **Comfort Systems USA Agreement:** The Preventive Service & Maintenance Agreement between Comfort Systems USA and the Wadsworth City School District Board of Education, effective December 1, 2022, being recommended for approval is for the food service coolers located in each school building. This expense will be paid out of our food service account.
10. **Medina County Economic Development Corporation Membership:** The recommendation to renew the Medina County Economic Development Corporation (MCEDC) membership for the period of December 1, 2022 through November 30, 2023 is being made to allow our school district to continue to participate in the various programs offered by the MCEDC, including job fairs and career days.
11. **OHSAA Tournament Agreement:** The OHSAA Tournament Agreement between the Ohio High School Athletic Association and the Wadsworth City School District Board of Education being recommended for approval was for use of Art Wright Stadium for our varsity football home playoff game on October 29, 2022.
12. **Mr. Excavator, Inc. Agreement:** The AIA Document A105-2017 Agreement between Mr. Excavator, Inc. and the Wadsworth City School District Board of Education being recommended for approval is for the tennis court project that the Board of Education gave approval to the Superintendent and Treasurer to award the contract to the winning bidder at their June 29, 2022 meeting. The project is scheduled for the spring of 2023.
13. **Smore for Teams Terms and Conditions:** The Smore for Teams Terms and Conditions being recommended for approval are necessary for the Smore program that is used by different schools and departments to produce newsletters.

- 14. Revised Policy 5460, Graduation Requirements:** The recommendation to approve a first reading of the revised Wadsworth City School District Board of Education Policy 5460, Graduation Requirements, reflects the following change:

Starting with this year's freshman class (class of 2026), students must earn a half credit in financial literacy to graduate. With this addition, and for the class of 2026 and beyond, we are recommending that we eliminate the half credit of business or technology and replace it with the half credit of financial literacy. The business and technology courses will continue to count under the electives requirement.

- 16. School Year Calendar Revisions:** The revisions to the 2023-2024 and the 2024-2025 school year calendars being recommended for approval are as follows:

<u>Date</u>	<u>Current Conference Schedule</u>	<u>Proposed Conference Schedule</u>
September 27, 2023	4:30 p.m.-8:00 p.m.	11:30 a.m.-7:00 p.m.
October 5, 2023	11:30 a.m.-7:00 p.m.	4:30 p.m.-8:00 p.m.
September 25, 2024	4:30 p.m.-8:00 p.m.	11:30 a.m.-7:00 p.m.
October 3, 2024	11:30 a.m.-7:00 p.m.	4:30 p.m.-8:00 p.m.

The rationale for the change is that there are a number of parent/guardian/teacher conferences needed at the beginning of the school year, and having the full day first would be helpful.

- 17. Wadsworth Education Association (WEA) Memorandum of Understanding (MOU):** The memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval creates the supplemental contract position of Fine Arts Festival Logistical Coordinator. With the United PTO in the process of dissolving their 501(c)(3) and disbanding, we (District) will take over the Fine Arts Festival. In the past, the United PTO has budgeted \$4,000.00 for the event, and they have provided a volunteer who has done the behind-the-scenes logistical work needed to run the event.

With the change, we have budgeted \$4,000.00 for the event, and we have entered into a MOU with WEA to create the supplemental contract position. The MOU percentage of pay is consistent with the other Fine Arts Festival supplemental contracts (Performance Coordinator; Teachers).

- 18. ABC E-Rate, LLC Client Agreement:** The Client Agreement Funding Year 2023 between ABC E-Rate, LLC and the Wadsworth City School District Board of Education, for the period of July 1, 2023 through June 30, 2024, being recommended for approval will allow our school district to continue to utilize the services of ABC E-Rate, LLC for our [E-Rate](#) process.

- 19. Job Descriptions:** The job descriptions being recommended for approval are necessary for the following reasons:

- a) Accounts Payable & Payroll Specialist: The Treasurer's Office has seen a significant increase in the volume of work over the years while remaining at the same staffing level. They have attempted to leverage efficiencies of electronic programs and systems to manage the increased volume. While this approach has had some success in the past, we are at a point where an additional position is necessary to ensure financial items are completed in a timely manner.
 - b) Fine Arts Festival Logistics Coordinator: See #17 above.
20. **Hourly Exempt Employee Benefit Provisions Manual**: The revised Hourly Exempt Employee Benefit Provisions Manual being recommended for approval contains the addition of the Accounts Payable & Payroll Specialist position (see #19 above).
 21. **Bob Rogers Travel Agreement**: The Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education being recommended for approval specifies the group leaders (chaperones) for the upcoming high school band trip to Atlanta, Georgia from December 28, 2022 to January 1, 2023.
 22. **NHA Customer Agreement**: The NHA Customer Agreement being recommended for approval will allow for our school district to administer NHA exams to students in our Diversified Medical Technologies Program.
 23. **Educational Service Center of Northeast Ohio Cooperative Purchasing Consortium**: The Educational Service Center of Northeast Ohio Cooperative Purchasing Consortium for Rosetta Stone: Classroom Foundations Silver (Version 4) for the period of January 6, 2023 through December 31, 2023 will allow our school district to continue to purchase subscriptions for students who require them.
 24. **1st Day School Supplies Legal Terms & Conditions**: The 1st Day School Supplies Legal Terms & Conditions being recommended for approval will allow Overlook Elementary School to use the 1st Day School Supplies company for the 2023-2024 school year.
 25. **Independent Contractor Agreement with Wendy Turocy**: The Wadsworth City School District Independent Contractor Agreement for STRS/SERS Covered Services between Wendy Turocy and the Wadsworth City School District Board of Education for the period of November 22, 2022 through July 31, 2023 being recommended for approval will allow Ms. Turocy to provide structured literacy services to students, per each student's individual education program (IEP).

C. Personnel Item

2. Employment

a) Lisa Freno: See Item 19(a) above.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 10, 2022

The Wadsworth City Board of Education met in Regular Session on Monday, October 10, 2022, at 7:00 P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, Kramer, Stevens
Absent	McComas
Administrators	13
Staff	6
Visitors	41

Student Liaison: Colin Moore

22-10-108 APPROVAL OF BOARD MINUTES

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

Special Meeting September 29, 2022

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

Motion Carried,

STUDENT/STAFF RECOGNITION

A. October Students of the Month

Student	Grade	School
Alex Weinberger	4	Franklin Elementary
Emma Giauque	4	Isham Elementary
Emily Letner	4	Lincoln Elementary
Autumn Friedt	4	Overlook Elementary
Adeline Martin	4	Valley View Elementary
Olivia Bachmann	5	Central Intermediate
Niccolo Ciccolini	8	WMS
*Savannah Blizzard	8	WMS
(September)		
*Rachel Denee	12	WHS Career Technical
(Recognized in November)		
Lexi Dunn	12	WHS

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 10, 2022

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Presentation regarding State Report Card by Dr. Michele Evans.
- B. Update on School Transportation by Dr. Andrew Hill and Jessica Widmer (Transportation Supervisor).
- C. Varsity Boys' Soccer National Academic Award.
- D. September 23 Staff Professional Development Day.
- E. October 18 Academic Council Meeting.
- F. October 12 Mental Health Committee Meeting.
- G. Social and Emotional Learning Materials Review.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

22-10-109 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Personnel Consent Items from the October 10, 2022, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2022-2023 school year, with a license effective date of July 1, 2022, if he/she does not already have the said license.)

a) Non-Teaching Employees:

Dewayne Heggie
Tammy Eggeman

b) Classified Substitutes:

Rebekah Chaney
Matthew Cole
Lindsay Patterson

(eff. 10/03/22)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 10, 2022

c) Supplemental Contracts:

Kyle Arrowsmith	Reserve Football Coach (50%) (eff. 10/07/22)
Kim Crookston	Varsity Softball Asst. Coach (50%)
Shannon DeDomenic	Power of the Pen (50%)
Lisa Dalman	Girls Reserve Lacrosse Coach (50%)
Stephanie Hofener	Power of the Pen (50%)
Stacey Hornfeck	Girls Reserve Lacrosse Coach (50%)
Sarah Mackiewicz	Reserve Softball Coach

d) Volunteers:

Meghan Barker	Charlotte Lisle
Brittany Basinger	Lois Lumsden
Taryn Busson	Michael Nichols
Rebecca Liddy	Tom Parks
Marsh Fernbaugh	Laura Perkins
Kathi Frantz	Krista Reed
Mary Galvin	Diane Smith
Grace Gasser	Gale Thomas
Linda Kozlowsky	Rita Youngblood

e) Home Instructor

Aubrey Virgin

f) Theater Technician

Caleb Houck

2. Recommendation to approve unpaid leave for Joanna Snitil from the end of her allowable sick leave through March 9, 2023.
- 3.
4. Recommendation to amend the request for 8 weeks of unpaid leave for Taylor Gardner, previously board-approved on August 25, 2022, to reflect a return date of October 17, 2022 (9 weeks unpaid leave).
5. Recommendation to amend the unpaid leave for Rebecca Shriver, previously board-approved on May 9, 2022, to reflect a return date of December 5, 2022 (previously Board-approved to return November 14, 2022).

VOTE: Yea – Kramer, Stevens, Batey, Gordon
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 10, 2022

22-10-110 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Action Consent Items from the October 10, 2022, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:
 - a) Wadsworth Performing Arts Foundation \$ 15,440.00
 - b) Wadsworth Drama Boosters \$ 4,000.00
 - c) Wadsworth Band Boosters \$ 3,464.00
 - d) Wadsworth All-Sports Boosters \$ 7,240.89
2. Recommendation to add Aidan Kavouras to the list of 2020 graduates, having met all State and local requirements.
3. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, 3317.08, and 3313.841 O.R.C. with the Brunswick Board of Education. **(ATTACHED)**
4. Recommendation to approve a second reading and adoption of the following Wadsworth City School District Board of Education policy revisions:
 - a) 1617 Weapons (new)
 - b) 2220 Adoption of Courses of Study (rev.)
 - c) 2280 Preschool Program (rev.)
 - d) 2413 Career Counseling (rev.)
 - e) 2430 District-Sponsored Clubs and Activities (rev.)
 - f) 2431 Interscholastic Athletics (rev.)
 - g) 3120.08 Employment of Personnel for Co-Curricular/
Extra-Curricular Activities (rev.)
 - h) 3217 Weapons (rev.)
 - i) 4217 Weapons (rev.)
 - j) 5111 Eligibility of Resident/Nonresident Students (rev.)
 - k) 5335 Care of Students with Chronic Health Conditions (rev.)
 - l) 5336 Care of Students with Diabetes (rev.)
 - m) 5460.01 Diploma Deferral (rev.)
 - n) 7217 Weapons (rev.)
 - o) 7440 Facility Security (rev.)
 - p) 8320 Personnel Files (rev.)
 - q) 8330 Student Records (rev.)
 - r) 8600 Transportation (rev.)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 10, 2022

5. 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 Anthony Wayne School District Board of Education. (ATTACHED)
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 Cloverleaf Local Board of Education. (ATTACHED)
7. Recommendation to approve the Job Coaching Agreement with Windfall Industries for the period commencing July 1, 2022 and ending June 30, 2023. (ATTACHED)
8. Recommendation to approve the 2024-2025 school year calendar.
9. Recommendation to approve the Complimentary Pass Resolution for the 2022-2023 school year. (ATTACHED)
10. Recommendation to adopt *Modern Carpentry* 13th Edition as the textbook for the Four Cities Compact Carpentry program, beginning in the 2023-2024 school year.
11. Recommendation to approve the following Memorandums of Understanding between Big Brothers Big Sisters of Summit, Medina & Stark Counties and the Wadsworth City School District Board of Education: (ATTACHED)
 - a) Franklin Elementary School
 - b) Lincoln Elementary School
 - c) Central Intermediate School
12. Recommendation to approve the Affiliation Agreement between the Wayne County Schools Career Center Practical Nursing Programs and the Wadsworth City School District Board of Education. (ATTACHED)
13. Recommendation to approve the Vocational Training Employment Agreement between Medina Creative Accessibility and the Wadsworth City School District Board of Education for the period of September 1, 2022 through August 31, 2023. (ATTACHED)
14. Recommendation to approve the Elementary and Secondary Education Act, Title III, Part A, English Learner Student Program Subgrant Consortium Memorandum of Understanding between Tri-County Educational Service Center and the Wadsworth City School District Board of Education for the 2022-2023 school year. (ATTACHED)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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15. Recommendation to amend the Agreement between Explorica, Inc. and the Wadsworth City School District Board of Education which was approved by the Wadsworth City School District Board of Education on June 13, 2022, to remove Bree McNeill as a Group Leader and add Lynn Decker as a Group Leader. **(ATTACHED)**
16. Recommendation to declare the following students impractical to transport, enabling their parents/guardians to apply for state transportation reimbursement for the 2022-2023 school year:
 - a) Trent Gornowicz Total Education Solutions
 - b) Sophia Kerr Medina Christian Academy
 - c) Grace Nelson Our Lady of the Elms
 - d) Aubrianna Young Medina Christian Academy
 - e) Maya Young Medina Christian Academy
17. Recommendation to approve the 2022-2023 Roster of the Wadsworth Advisory Committees to the Four Cities Compact. **(ATTACHED)**
18. Recommendation to approve the Non-Public Title I Interagency Agreement between Barberton City Schools and Wadsworth City Schools - Sacred Heart of Jesus for the 2022-2023 school year. **(ATTACHED)**
19. Recommendation to set \$25/hr. as the rate of pay for the position of Language Interpreter.
20. Recommendation to approve the Memorandum of Agreement between the Tri-County Jobs for Ohio's Graduates and the Wadsworth City School District Board of Education for the 2022-2023 school year. **(ATTACHED)**
21. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement for STRS/SERS Covered Services between Cynthia Shevel and the Wadsworth City School District Board of Education for the period of August 18, 2022 through July 31, 2023. **(ATTACHED)**
22. Recommendation to set the substitute crossing guard and substitute cafeteria helper pay at minimum wage, effective January 1, 2023.

VOTE: Yea – Kramer, Stevens, Batey, Gordon
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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22-10-111 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Personnel Item C. from the October 10, 2022, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

1. Recommendation to approve Linda Kramer as a Wadsworth City School District Volunteer with the OASIS Program.

VOTE: Yea – Stevens, Batey, Gordon
Recuse - Kramer
Nay – None

Motion Carried,

22-10-111 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Stevens**, to adopt the Personnel Item D. from the October 10, 2022, Regular Meeting, as presented:

D. **PERSONNEL ITEM**

1. Recommendation to approve Graciela Hernandez as a language interpreter for the Wadsworth City School District.

VOTE: Yea – Batey, Gordon, Kramer, Stevens
Nay – None

Motion Carried,

ITEMS OF THE TREASURER

22-10-112 Upon the recommendation of Treasurer Beeman, the motion was made by **Batey**, seconded by **Stevens**, to adopt the Action Consent Items of the Treasurer from the October 10, 2022, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

1. Recommendation to accept the September 2022 financial reports as presented and subject to audit.

VOTE: Yea – Gordon, Kramer, Stevens, Batey
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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LEGISLATIVE UPDATE

KRAMER: Reminded everyone that Tuesday, October 11, is the last day to register to vote.

Issue 2: On November ballot bar non-citizens from voting in State and Federal elections.

Law makers are currently campaigning and not meeting in Columbus.

S.B. 361: Allow veterans to teach in Ohio schools.

H.B. 147: Bullying Bill – To help schools address bullying.

H.B. 619: Students are allowed three mental health days per school year.

H.B. 639: Health classes to teach self-defense training.

S.B. 1: Teaching Financial Literacy in high schools.

OSBA has formed a consortium with other state school board associations to help address professional development for Board Members.

BOARD MEMBER ITEMS

COLIN

MOORE: Stated last week was Spirit Week at WHS and ended with the Homecoming game and dance. Wished a quick recovery to Kyle Figuray who was taken off the field Friday night on a stretcher. The student body had a great pep rally on Friday with many teachers participating. On behalf of the student body recognized the staff that helped prepare for homecoming dance. Announced this Friday is Senior Night for the Marching Band and Football team. Said seniors are getting information about Post Prom trip to Kalahari that is receiving mixed reviews. Stated students are nearing the end of the first nine weeks. Said National Honor Society is hosting the Sweetest Day flower sale to raise money. Announced on Saturday the Marching Band will perform at the Grand Re-Opening of Giant Eagle where 20% of profits will be donated to WHS to assist with feeding needy kids.

JULIE

BATEY: Thanked the principals for providing their newsletters because it is wonderful to hear what is happening at the elementary levels. Recognized that the counselors are focusing on anti-bullying during the month of October. Announced the District Cardboard Challenge takes place next weekend. Acknowledged Principal Eric Jackson for his Middle Matters where they are using lunch and PE time to promote the new Wheelchair Basketball Program. Recognized the staff that participated in the pep rally last Friday. Acknowledged the Bruin for outstanding reporting this year.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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LINDA

KRAMER: Announced the WHS Choir Concert is this Thursday, October 13. Stated she watched Dr. Suber's video promoting all the great things at WHS.

JILL

STEVENS: Congratulated the Board Students of the Month and thanked Colin for his updates. Special recognition to Julie Batey for her work with feeding Medina County this past summer. Recognized our 2 National Merit Scholars Matthew Jariga and Sean Desjardins and the Boys' Soccer team for their award.

AMANDA

GORDON: Recognized the Boys' Football team for tremendous effort last Friday. Stated the degree of spirit demonstrated by our student body this year has been outstanding.

COLIN

MOORE: Added that the student body and band are collaborating on different cheers and chants.

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.

RECORD OF PROCEEDINGS

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- 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 E as listed above.

EXECUTIVE SESSION

22-10-113 The motion was made by **Kramer**, seconded by **Batey**, to enter Executive Session at **8:42** p.m.

VOTE: Yea – Gordon, Kramer, Stevens, Batey
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at **10:50** p.m.

ADJOURNMENT

22-10-114 The motion was made by **Stevens**, seconded by **Batey**, to adjourn at **10:50** p.m.

VOTE: Yea – Kramer, Stevens, Batey, Gordon
Nay – None

Motion Carried,

(Signed) _____
Amanda Gordon, President

(Attested) _____
Douglas D. Beeman, Treasurer

What follows is a summary of the 2022-2023 district culture/climate survey responses. For extended response questions, a thematic content analysis was completed where responses were categorized into key words or phrases. Categories where there were more than one (1) respondent are included on this summary document. The Wadsworth City School District Board of Education has full access to all responses, and building principals/supervisors/directors have been given access to responses within their direct area of supervision.

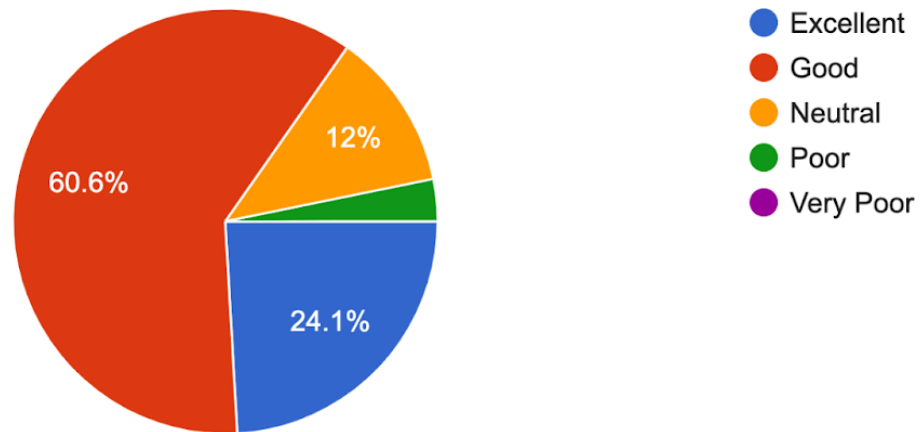
Results from the other years the survey has been administered are included as a point of comparison. The total number of respondents, by year, is as follows:

2016-2017:	197
2017-2018:	229
2018-2019:	232
2019-2020:	216
2020-2021:	267
2021-2022:	Survey not Administered
2022-2023:	249

Results of the 2022-2023 survey begin on the next page.

Interrelationships among staff at Wadsworth are:

249 responses



	<u>2022-2023:</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>2018-2019</u>	<u>2017-2018</u>	<u>2016-2017</u>
Excellent:	24.1%	27.4%	33.2%	21.1%	19.7%	24.2%
Good:	60.6%	59.0%	59.8%	66.8%	68.0%	58.2%
Neutral:	12.0%	10.5%	6.5%	9.5%	10.5%	13.9%
Poor:	3.2%	2.3%	0.5%	2.6%	1.8%	3.6%
Very Poor:	0.4%	0.8%	0.0%	0.0%	0.0%	0.0%

You just stated that interrelationships among staff are _____. Please describe why you feel this way.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Friendly	58
Helpful/Supportive	54
Positive teamwork	27
Mutual respect	23
Some people aren't nice to others	12
Difficult due to physical structure of the building	8
Communication is lacking	6
Positive due to frequent communication	4
Difficult due to not having enough time	2

What is the Wadsworth City School District doing well to promote interrelationships among staff?

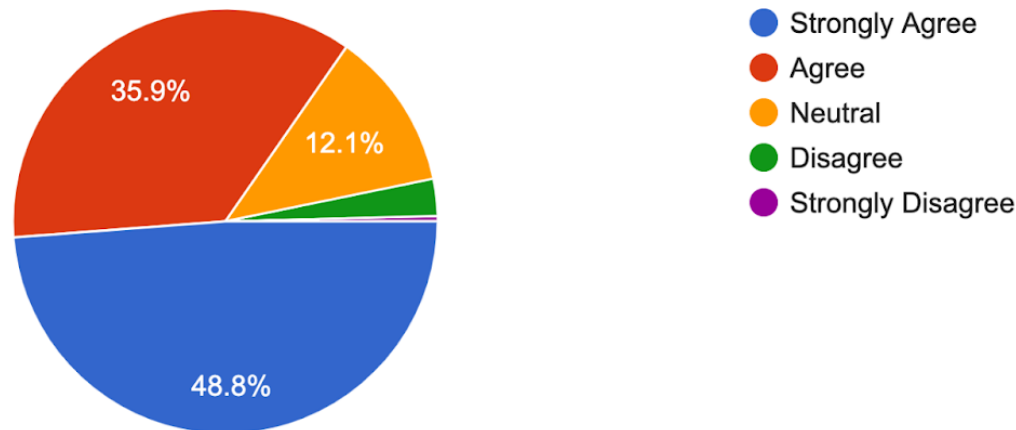
<u>Response Theme:</u>	<u>Number of Responses:</u>
Creating opportunities for collaboration	49
Building-level events	40
Nothing	13
Professional development days	12
Communication	11
Treating everyone with respect	7
Listening	5
Valuing each employee	5
Wellness activities	4
Building Sunshine Committees	4
Open door policy	2
This survey	2
Giving positive feedback to employees	2

What could the Wadsworth City School District do better to promote interrelationships among staff?

<u>Response Theme:</u>	<u>Number of Responses:</u>
Provide more collaboration time	36
Organize activities for employees outside of work hours	29
Provide better communication	11
Nothing	8
Focus on staff mental health	6
Hold employees accountable	4
Include all employees in collaboration opportunities	3

Staff at my building/area of operation take pride in our building/area of operation.

248 responses

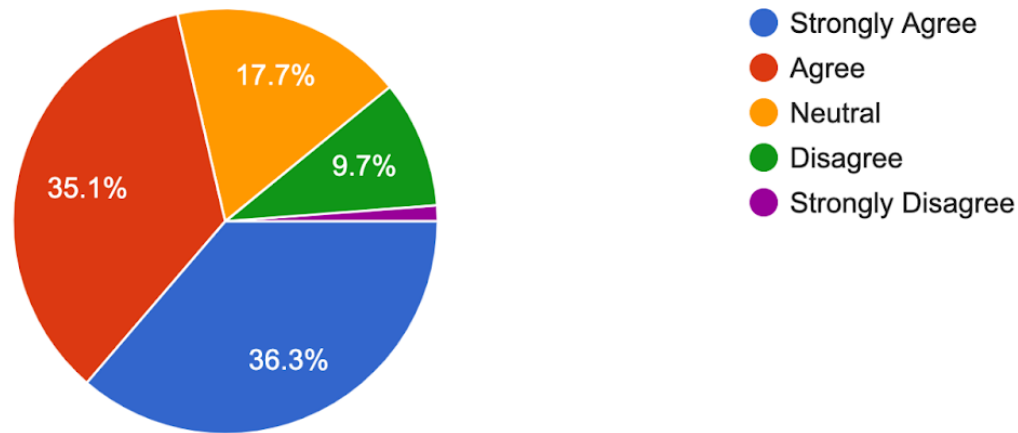


	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	48.8%	58.3%	54.5%	51.1%	50.7%	48.5%
Agree:	35.9%	36.5%	39.4%	41.6%	39.2%	41.8%

Neutral:	12.1%	2.6%	4.7%	6.5%	8.4%	7.1%
Disagree:	2.8%	2.3%	1.4%	0.9%	1.8%	2.6%
Strongly Disagree:	0.4%	0.4%	0.0%	0.0%	0.0%	0.0%

There is a positive energy at my building/area of operation.

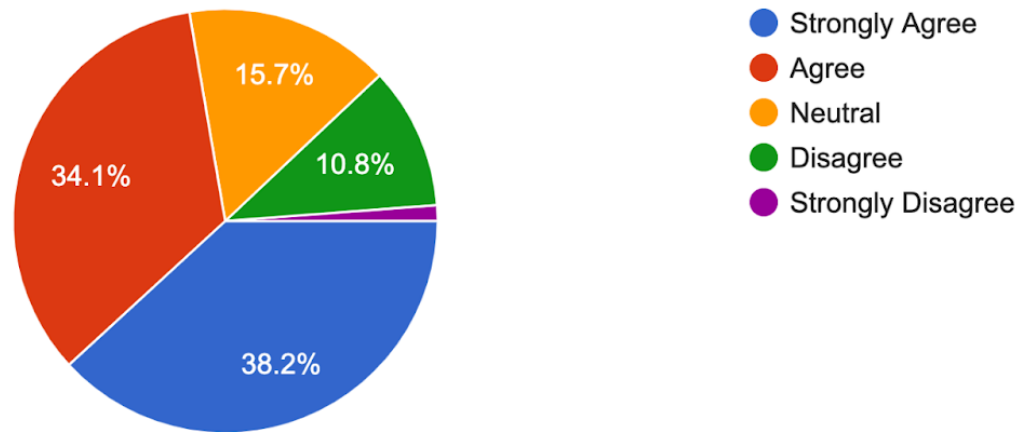
248 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	36.3%	40.5%	42.8%	36.2%	31.4%	27.2%
Agree:	35.1%	39.0%	43.7%	45.3%	49.1%	41.5%
Neutral:	17.7%	16.3%	10.2%	14.2%	11.1%	17.4%
Disagree:	9.7%	2.7%	2.8%	3.7%	7.5%	10.8%
Strong Disagree:	1.2%	1.5%	0.5%	0.9%	0.9%	3.1%

There is a good team spirit at my building/area of operation (overall spirit within the building/area of operation).

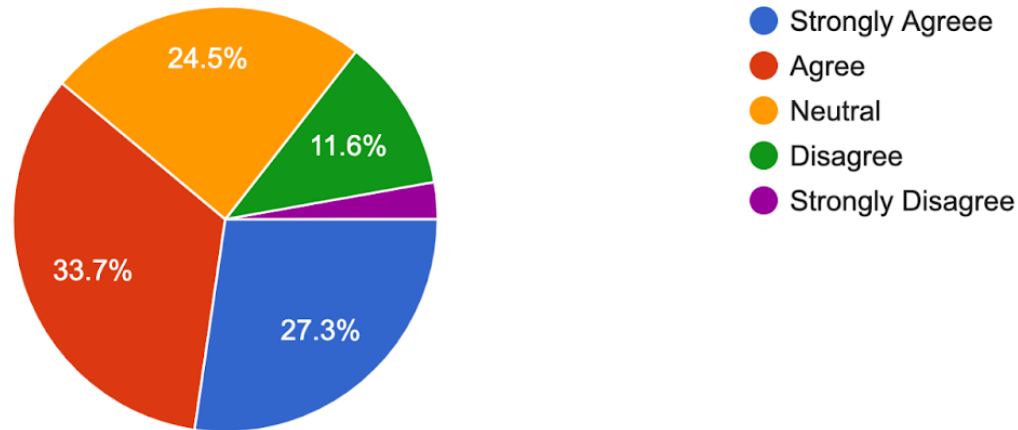
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	38.2%	43.8%	45.6%	39.8%	37.9%	32.7%
Agree:	34.1%	36.6%	42.8%	41.6%	43.6%	41.8%
Neutral:	15.7%	15.8%	8.4%	14.7%	12.8%	15.3%
Disagree:	10.8%	3.0%	3.3%	3.9%	5.7%	7.1%
Strong Disagree:	1.2%	0.8%	0.0%	0.0%	0.0%	3.1%

Staff morale in my building/area of operation is high.

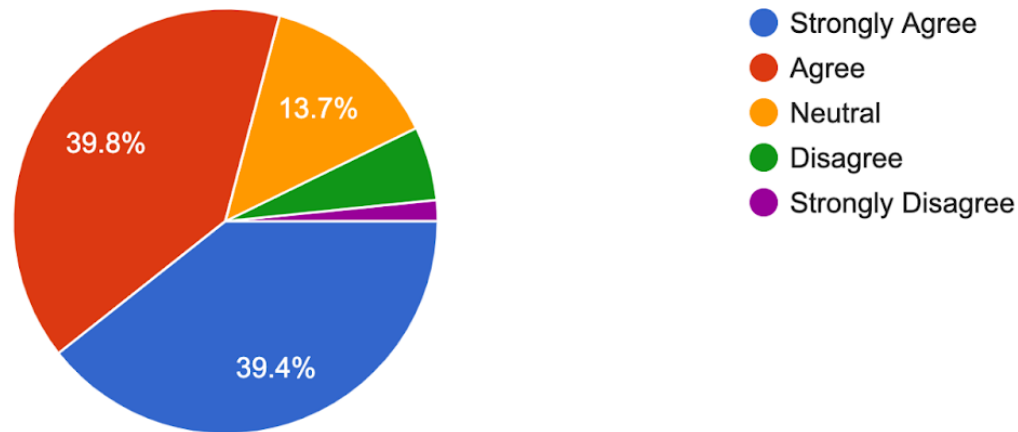
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	27.3%	32.5%	35.8%	32.9%	26.1%	24.6%
Agree:	33.7%	39.6%	40.5%	41.1%	47.3%	37.9%
Neutral:	24.5%	19.6%	17.2%	20.3%	17.3%	18.5%
Disagree:	11.6%	6.8%	5.1%	5.6%	6.6%	14.4%
Strongly Disagree:	2.8%	1.5%	1.4%	0.0%	2.7%	4.6%

My building/area of operation is a supportive and inviting place for staff to work.

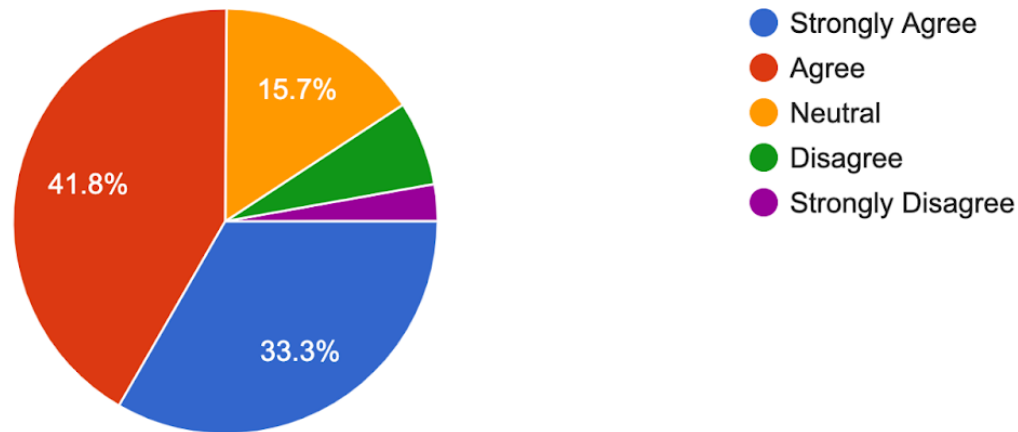
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	39.4%	48.3%	48.6%	43.5%	40.8%	34.2%
Agree:	39.8%	37.4%	40.1%	39.7%	40.4%	42.3%
Neutral:	13.7%	9.1%	8.5%	11.6%	10.5%	12.8%
Disagree:	5.6%	4.2%	2.4%	4.7%	6.6%	8.7%
Strongly Disagree:	1.6%	1.1%	0.5%	0.4%	1.8%	2.0%

My building/area of operation promotes trust and collaboration among staff.

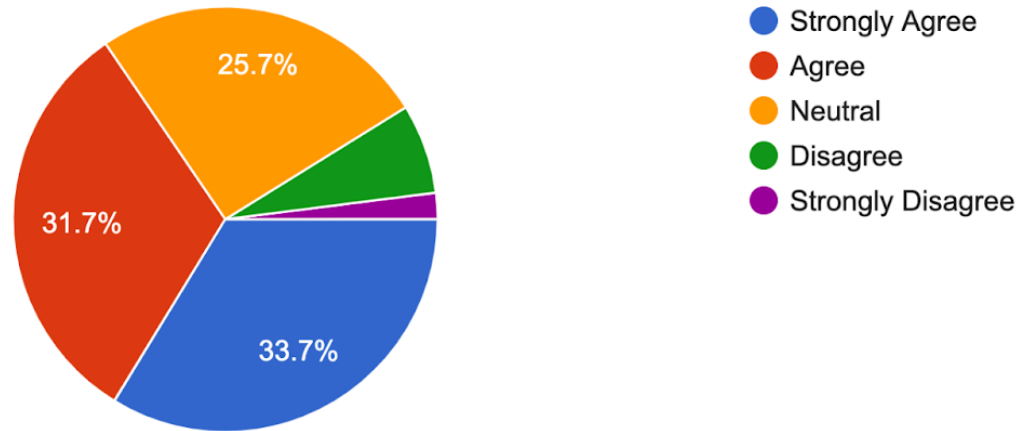
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	33.3%	43.8%	44.6%	38.4%	31.6%	28.6%
Agree:	41.8%	37.0%	35.2%	41.8%	45.2%	43.9%
Neutral:	15.7%	13.2%	12.7%	13.4%	12.3%	15.3%
Disagree:	6.4%	5.3%	6.1%	4.7%	7.9%	9.2%
Strongly Disagree:	2.8%	0.8%	1.4%	1.7%	3.1%	3.1%

Staff and administrator goals align.

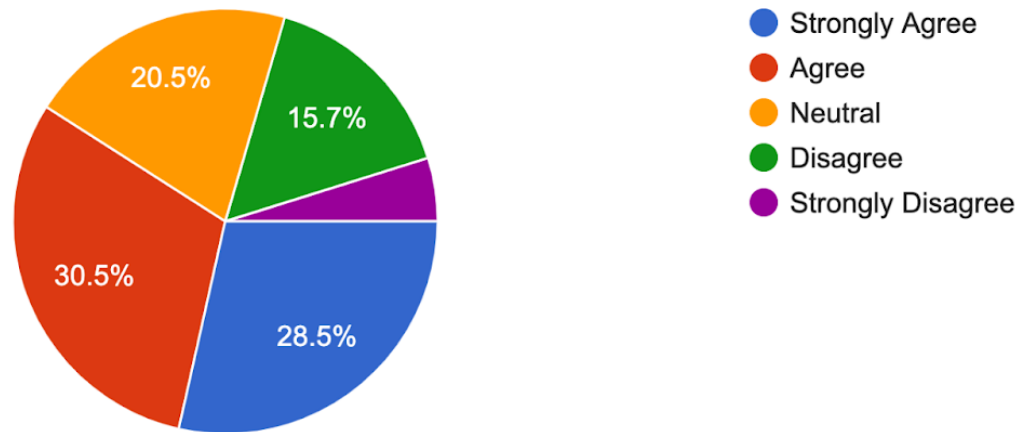
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	33.7%	38.6%	39.2%	29.7%	26.4%	25.8%
Agree:	31.7%	40.9%	39.6%	44.8%	49.3%	43.3%
Neutral:	25.7%	14.8%	16.0%	19.0%	15.4%	17.5%
Disagree:	6.8%	4.9%	4.2%	4.7%	6.6%	9.3%
Strongly Disagree:	2.0%	0.8%	0.9%	1.7%	2.2%	4.1%

There is clear communication between staff and administrators.

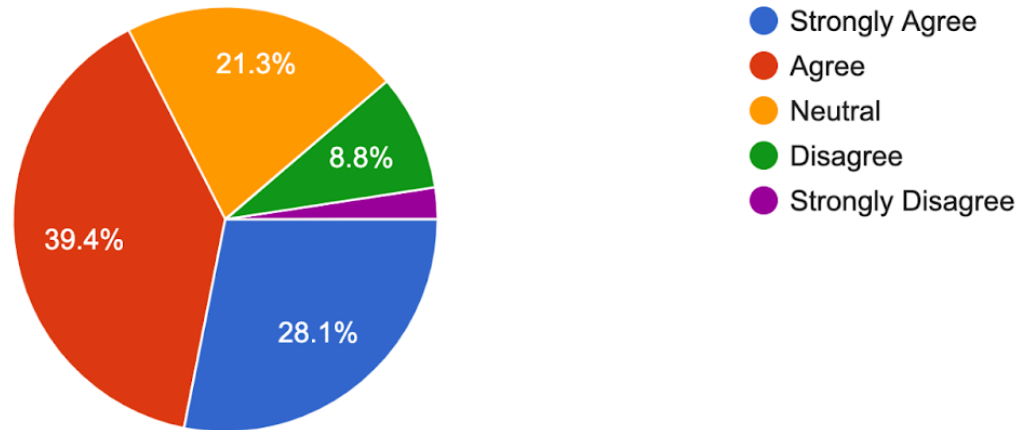
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	28.5%	37.4%	37.9%	31.9%	23.2%	22.4%
Agree:	30.5%	38.1%	39.7%	40.9%	47.4%	38.8%
Neutral:	20.5%	14.7%	17.3%	17.2%	18.4%	20.4%
Disagree:	15.7%	8.3%	4.7%	7.8%	7.9%	12.8%
Strongly Disagree:	4.8%	1.5%	0.5%	2.7%	3.1%	5.6%

There are opportunities to communicate and collaborate with each other.

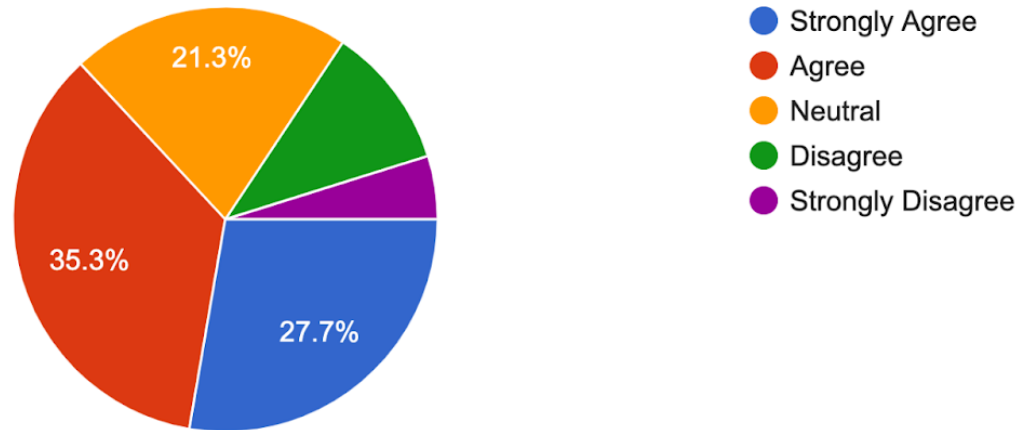
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	28.1%	35.8%	35.4%	31.5%	27.3%	18.9%
Agree:	39.4%	41.5%	48.6%	48.3%	51.1%	49.5%
Neutral:	21.3%	15.1%	10.8%	15.1%	15.0%	19.9%
Disagree:	8.8%	6.0%	3.8%	3.4%	4.8%	7.7%
Strongly Disagree:	2.4%	1.5%	1.4%	1.7%	1.8%	4.1%

I feel my input on situations in my building/area of operation and/or district is valued.

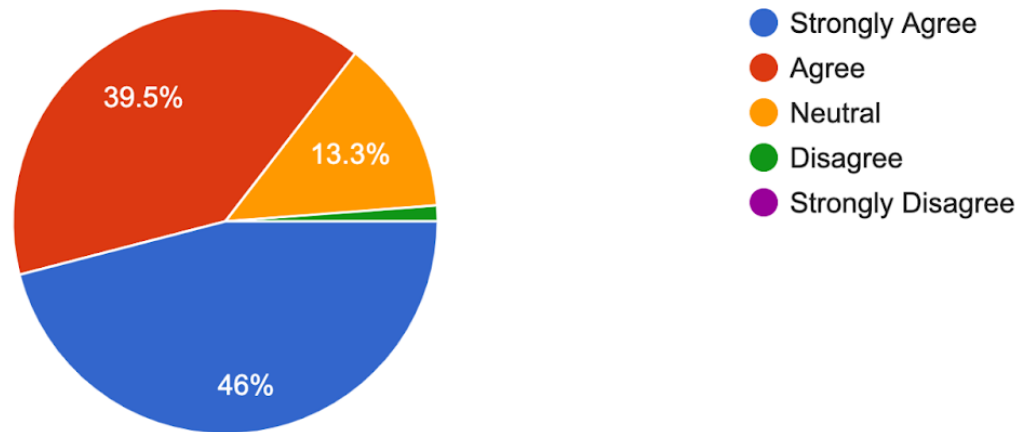
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	27.7%	39.0%	32.9%	32.0%	28.5%	22.4%
Agree:	35.3%	34.1%	45.7%	36.8%	37.7%	37.2%
Neutral:	21.3%	18.9%	14.3%	21.2%	18.4%	24.5%
Disagree:	10.8%	5.7%	5.2%	8.2%	10.5%	12.2%
Strongly Disagree:	4.8%	2.3%	1.9%	1.7%	4.8%	3.6%

The relationship with the Charles R. Parsons Administration Building staff is positive.

248 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	46.0%	44.2%	41.6%	35.9%	34.2%	28.6%
Agree:	39.5%	43.4%	45.8%	49.4%	49.6%	49.0%
Neutral:	13.3%	9.8%	9.3%	12.1%	14.0%	16.3%
Disagree:	1.2%	2.3%	2.8%	2.2%	1.8%	4.1%
Strongly Disagree:	0.0%	0.4%	0.5%	0.4%	0.4%	2.0%

You just answered the relationship with central office staff is _____. Please describe why you feel this way.

Response Theme:

They are helpful
 They are friendly/supportive
 Responses are timely
 They are present in buildings

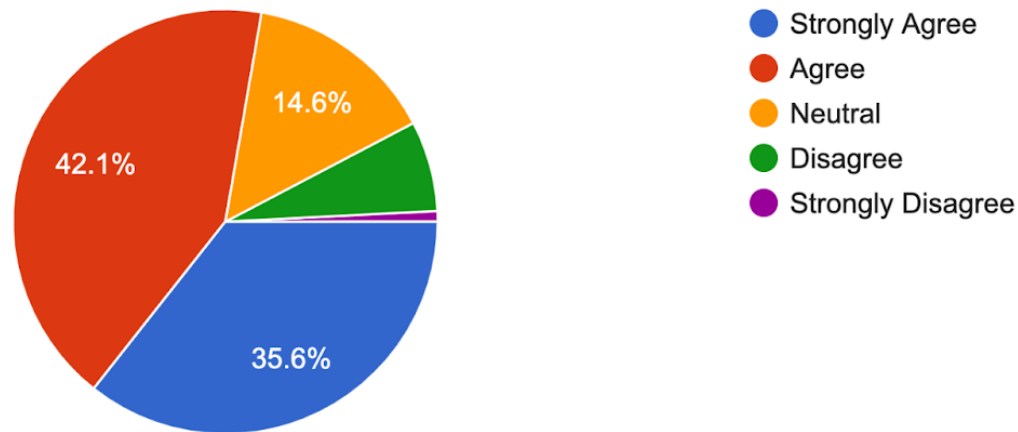
Number of Responses:

69
 50
 35
 18

Communication is good	11
They listen	9
They treat you with respect	9
Some are unapproachable	7
They are positive	6
They are approachable	3
They don't listen to concerns about literacy instruction	2

Decisions are made and information is shared in a transparent way in our district.

247 responses



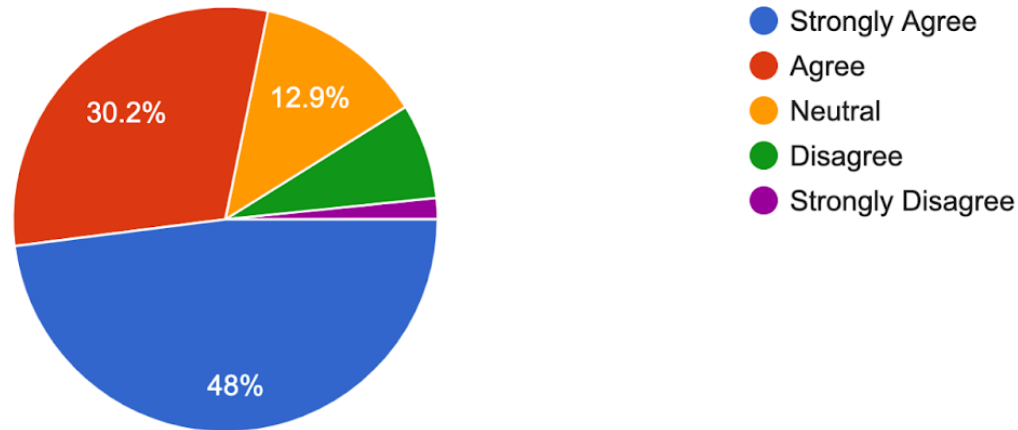
	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	35.6%	49.6%	44.8%	35.1%	31.3%	21.6%
Agree:	42.1%	35.9%	43.9%	42.4%	44.5%	40.7%
Neutral:	14.6%	9.5%	7.1%	16.9%	19.4%	26.3%
Disagree:	6.9%	3.4%	3.3%	5.2%	4.4%	8.2%
Strongly Disagree:	0.8%	1.5%	0.9%	0.4%	0.4%	3.1%

You just answered that you _____ with the statement, “decisions are made and information is shared in a transparent way in our district.” Please describe why you feel this way.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Communication is frequent and is provided through many mediums	74
Building/Department level communication is lacking	18
Don't know what is going on/lack of communication	7

I trust my building administrator(s) and/or immediate supervisor.

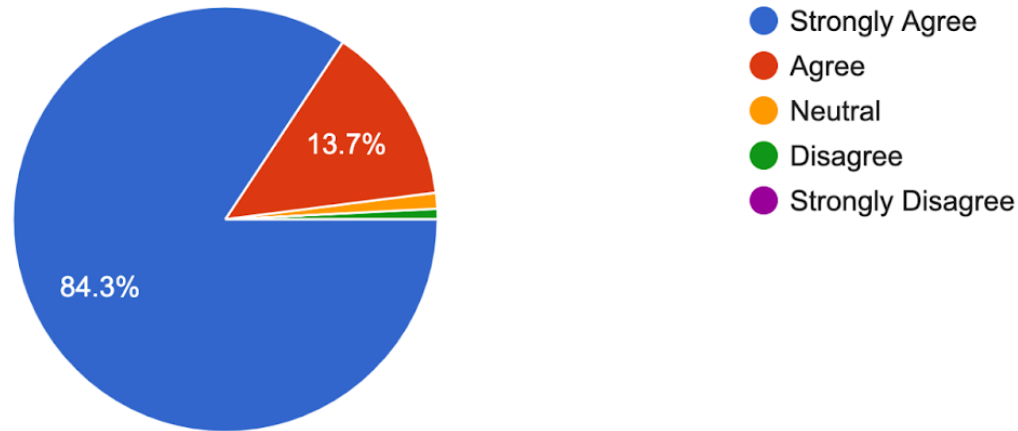
248 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	48.0%	57.4%	58.3%	49.1%	45.8%	44.9%
Agree:	30.2%	31.6%	30.8%	34.1%	33.5%	34.2%
Neutral:	12.9%	8.4%	6.6%	9.9%	9.3%	10.2%
Disagree:	7.3%	2.7%	3.3%	5.2%	7.5%	7.7%
Strongly Disagree:	1.6%	0.0%	0.9%	1.7%	4.0%	3.1%

I trust the Superintendent.

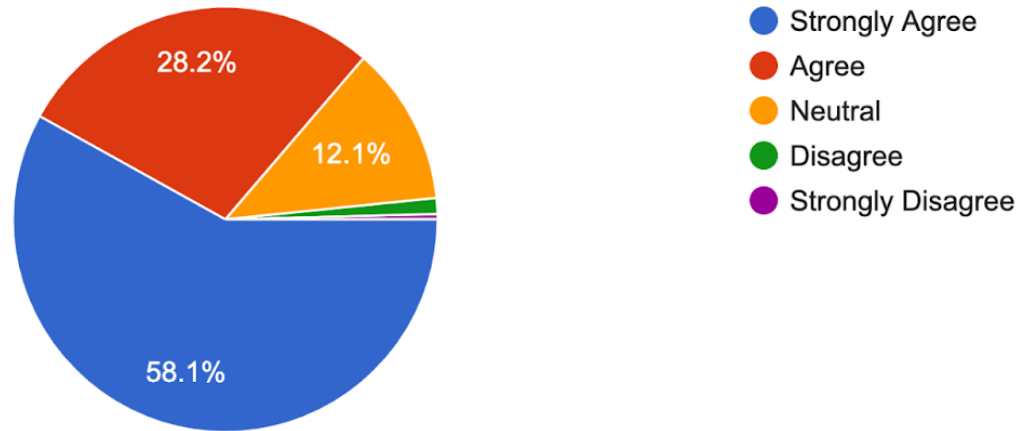
249 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	84.3%	80.7%	78.0%	77.2%	78.3%	59.2%
Agree:	13.7%	13.6%	20.1%	19.4%	19.5%	34.2%
Neutral:	1.2%	3.4%	0.9%	1.3%	0.4%	5.1%
Disagree:	0.8%	1.9%	0.0%	1.3%	1.8%	0.5%
Strongly Disagree:	0.0%	0.4%	0.9%	0.9%	0.0%	1.0%

I trust the Treasurer.

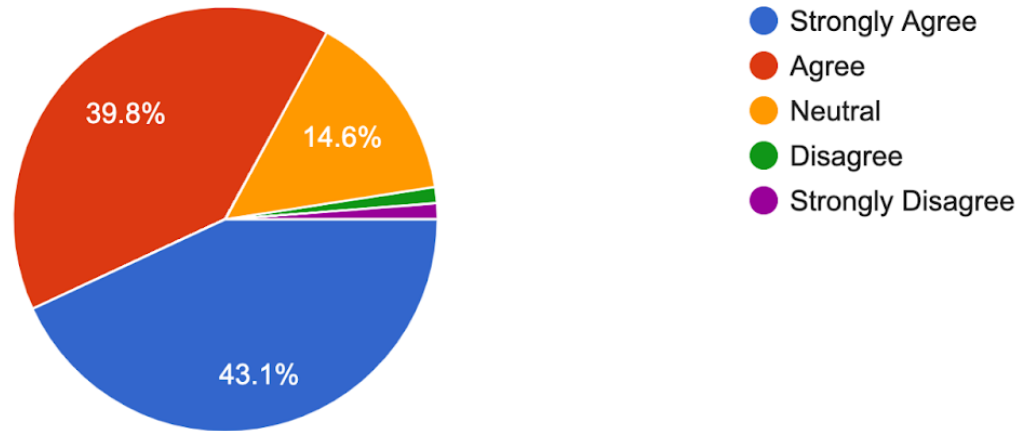
248 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	58.1%	52.9%	46.0%	39.0%	38.9%	27.2%
Agree:	28.2%	35.4%	37.6%	39.8%	37.6%	32.8%
Neutral:	12.1%	10.3%	14.6%	19.0%	19.9%	27.7%
Disagree:	1.2%	0.8%	0.9%	2.2%	2.2%	7.7%
Strongly Disagree:	0.4%	0.8%	0.9%	0.0%	1.3%	4.6%

I trust the Board of Education.

246 responses



	<u>2022-2023:</u>	<u>2020-2021:</u>	<u>2019-2020:</u>	<u>2018-2019:</u>	<u>2017-2018:</u>	<u>2016-2017:</u>
Strongly Agree:	43.1%	37.5%	44.5%	37.2%	30.1%	21.9%
Agree:	39.8%	43.6%	43.1%	47.2%	49.6%	43.4%
Neutral:	14.6%	17.4%	11.5%	14.3%	17.7%	28.1%
Disagree:	1.2%	0.8%	0.5%	0.9%	2.2%	4.1%
Strongly Disagree:	1.2%	0.8%	0.5%	0.4%	0.4%	2.6%

Please provide any additional comments you have in relation to our efforts of creating a work environment that is built upon open communication, mutual respect and trust.

Response Theme:

I'm happy to be a WCS employee

Keep up the good work

Number of Responses:

11

5

Literacy instruction issues are not being addressed	5
Need to hold people accountable	3
Student behaviors are challenging	2



2022 Ohio Special Education Annual Rating

Based on 2020-2021 data

Wadsworth City School District
(044974)

What's Different About This Year's Rating?

- Due to federal changes to special education indicators and the ongoing impact of the COVID-19 pandemic, the 2022 Special Education Rating is based entirely on compliance indicators.
- Results indicators are provided for continuous improvement planning and will be included in future ratings.
- In addition to alternate assessment participation rates and graduation rate (Indicator 1), results indicators now include Indicator 3b, which measures the percentage of students with disabilities who scored at or above proficient on statewide standard reading and math assessments, calculated separately for grades 4, 8, and high school.

2022 Rating: Meets Requirements

Required Actions: None

For assistance in improving your rating, contact your regional State Support Team at www.sst8.org.

2022 RATING CALCULATION

Compliance Indicators	Results Indicators	2022	Rating
Total points: 28	Total points: NR	Overall Score	4.00
# of indicators with data: 7	# of indicators with data: NR	2022 Rating	Meets Requirements
Compliance Score: 4.00	Results Score: NR		



PERFORMANCE ON COMPLIANCE INDICATORS

Indicator 4b: Disproportionality - Discipline Target: Less than or equal to 2.50 Result: NR Points: NR

Indicators 9 & 10: Disproportionality - Identification for Special Education Target: Less than or equal to 2.50 Result: **≤2.50** Points: 4

Indicator 11: Timely Initial Evaluations Target: 100% Result: **100.00%** Points: 4

Indicator 11 On Time: **80** Indicator 11 Total: **80**



PERFORMANCE ON RESULTS INDICATORS

Participation in Reading Alternate Assessments Target: less than or equal to 1.00% Result: **1.35%** Points: TBD

Students Taking Reading Alternate Assessments: **32**

Total Students Assessed in Reading: **2,371**

Participation in Math Alternate Assessments Target: less than or equal to 1.00% Result: **1.35%** Points: TBD

Students Taking Math Alternate Assessments: **32**

Total Students Assessed in Math: **2,368**

Grade 4 Reading Proficiency Rate - Standard Target: 21.86% or greater Result: **52.94%** Points: TBD

Indicator 12: Early Childhood Transition

Target: 100%

Result:
100.00%**Points: 4**Grade 4 Students with Disabilities Proficient in Reading: **18**Grade 4 Students with Disabilities Assessed in Reading: **34**Indicator 12 On Time: **5**Indicator 12 Total: **5****Indicator 13:** Secondary Transition

Target: 100%

Result:
100.00%**Points: 4**Indicator 13 Transition Plan: **112**Indicator 13 Total: **112****Indicator 15:** Timely Correction of Noncompliance

Target: No late/uncorrected findings

Result:
No Late/Uncorrected Findings**Points: 4****Indicator 20:** Timely and Accurate Data

Target: No data issues

Result: **No Data Issues****Points: 4****IDEA Audit Findings**

Target: No audit findings

Result: **No Audit Findings****Points: 4****Grade 8 Reading Proficiency Rate - Standard**

Target: 10.97% or greater

Result:
15.91%**Points: TBD**Grade 8 Students with Disabilities Proficient in Reading: **7**Grade 8 Students with Disabilities Assessed in Reading: **44****High School Reading Proficiency Rate - Standard**

Target: 17.84% or greater

Result:
21.43%**Points: TBD**High School Students with Disabilities Proficient in Reading: **6**High School Students with Disabilities Assessed in Reading: **28****Grade 4 Math Proficiency Rate - Standard**

Target: 26.83% or greater

Result:
41.18%**Points: TBD**Grade 4 Students with Disabilities Proficient in Math: **14**Grade 4 Students with Disabilities Assessed in Math: **34****Grade 8 Math Proficiency Rate - Standard**

Target: 13.94% or greater

Result:
25.58%**Points: TBD**Grade 8 Students with Disabilities Proficient in Math: **11**Grade 8 Students with Disabilities Assessed in Math: **43****High School Math Proficiency Rate - Standard**

Target: 6.77% or greater

Result:
23.08%**Points: TBD**High School Students with Disabilities Proficient in Math: **6**High School Students with Disabilities Assessed in Math: **26****Indicator 1: Graduation**

Target: 60.00% or greater

Result:
38.10%**Points: TBD**SWD Graduating by Standard Requirements: **16**Total SWD Exiting: **42****Indicator 2: Dropout**

Target: 16.68% or less

Result: **7.14%****Points: TBD**SWD Dropping Out: **3**Total SWD Exiting: **42**

Targets for Results Indicators

Click [here](#) for the annual targets established for the results indicators.



ENSURE DATA SECURITY

Each district is responsible to manage the security and local access to its rating report data. The data provided are for district use only and are NOT masked. Reports may contain information for group sizes of fewer than 10 individuals. They are not intended for public distribution. Districts should observe their local policies for security of unmasked data.



APPEALS PROCESS

If your district wishes to appeal your rating, you must submit a completed appeal form and supporting documentation by **November 3, 2022**.



Districts or schools considering an appeal may contact the Office for Exceptional Children at determinations@education.ohio.gov.



PUBLIC REPORTING

The Ohio Department of Education reports annually to the public on the performance of each district's special education program, including their Special Education Rating. The report containing the 2021 ratings is available [here](#). The Department will add the 2022 ratings to this report after the appeals period has concluded.

Kendall Kelly

Wadsworth, OH 44281

SKILLS

- Experience with Articulation, Language, Cognition, and Swallowing
- Evaluation & treatment of adult patients with cognitive communicative disorders and dysphagia
- Evaluation & treatment of pediatric patients with expressive and receptive language disorders and articulation disorders
- Patient-focused therapy
- Excellent administration and people skills
- Strong ability to collect data and complete documentation of daily notes, treatment plans, and diagnostic reports
- Family and patient education

EDUCATION

The University of Akron, Akron, OH
2020

January 2018 – August

Master of Arts: Speech-Language Pathology

The University of Akron, Akron, OH
2017

August 2013 – May

Bachelor of Arts: Speech Language Pathology

WORK EXPERIENCE

Stark County ESC, North Canton, OH

September 2020- Present

- Speech Language Pathologist
 - Provide appropriate Speech/Language therapy for individual, group, and class sessions ranging from preschool to high school
 - Administer appropriate formal assessments: articulation, language- expressive, receptive, and pragmatics
 - Plan and Implement Speech/Language therapy sessions
 - Write and host IEP/ETR meetings

National Design Mart, Medina, OH

May 2017-March 2020

- Kids Kingdom Attendant
 - Monitor the safety of children in my care
 - Organize activities
 - Keep the play area clean and safe

Kindercare, Wadsworth, OH

Summer 2015- May 2017

- Assistant Teacher
 - Interacted with children aged 1-10
 - Assisted in teaching children daily lessons
 - Helped students who needed extra support

CLINICAL EXPERIENCE

Wooster Community Hospital, Wooster, OH

June 2020-August 2020

- Medical Externship
 - Provided treatment to patients and patient/family teaching of goals and progress.

- Performed evaluations, reassessments, discharges, daily documentations, and progress notes in a timely manner.
- Consulted, evaluated, diagnosed and treated speech and language disorders.

***Norton Elementary School, Norton, OH
2020***

January 2020-March

- School Externship
 - Provided appropriate Speech/Language therapy for individual, group, and class sessions ranging from 2nd-4th grade
 - Administered appropriate formal assessments: articulation, language-expressive, receptive, and pragmatics
 - Planned and Implemented Speech/Language therapy sessions
 - Provided hearing screenings to upcoming Kindergarten students

Smithville Western Care Center, Smithville, OH

May 2019-August 2019

- Medical Clinical Placement
 - Completed bedside swallowing evaluations, provided dysphagia therapy for rehabilitating swallowing function, and made recommendations for the most appropriate diet consistency for patients' specific needs
 - Evaluated and treated patients with cognitive communication and verbal expression deficits
 - Treated disorders associated with dementia, strokes, and other medically complex diagnoses
 - Collaborated with rehabilitation team members for directing patient care and discharge planning

Norwayne School District, Creston, OH

January 2019-May 2019

- Provided appropriate Speech/Language therapy for individual, group, and class sessions ranging from Preschool-12th grade

Rittman School District, Rittman, OH

August 2018-December 2018

- Provided appropriate Speech/Language therapy for individual, group, and class sessions ranging from Preschool-12th grade

CONTRACT FOR CHILDREN WITH DISABILITIES
Court Placement in a District other than the Parent(s) District of Residence

AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C.

District of Attendance

The Buckeye Local Schools Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) 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 2022-2023.

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay to the Buckeye Local Schools Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the tuition rate as calculated pursuant to Section 3317.08 if the Ohio Revised Code for the Buckeye Local Schools Board of Education (District of Attendance), or excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The Buckeye Local Schools Board of Education (District of Attendance) will include these court placed students with a disability in their ADM certification, pursuant to 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

Student(s):

[REDACTED]

Address of Student:

[REDACTED]

[REDACTED]

District of Attendance Superintendent Signature

9/21/22
Date

[REDACTED]

District of Attendance Treasurer Signature

9-21-22
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 2022-2023.

District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date

7.
**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 Keystone 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 Schools** Board of Education (District of Residence) for educational purposes for the school year of 2022 - 2023.

The **Wadsworth Schools** Board of Education (District of Residence) hereby agrees to pay to the Keystone 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 Keystone 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.

2.

District of Attendance Superintendent Signature

Date

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 2022 - 2023.

District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date

CONTRACT FOR HANDICAPPED PUPILS
Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

District of Attendance

The NORTON Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the WADSWORTH CITY SCHOOLS Board of Education (District of Residence) for educational purposes for the school year of 2022 - 2023.

The WADSWORTH CITY SCHOOLS Board of Education (District of Residence) hereby agrees to pay to the NORTON Board of Education for each of the listed pupil(s) an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the NORTON School District (District of Attendance), and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The NORTON Board of Education (District of Attendance) will include these court placed handicapped pupils in their ADM certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

SSID	FIRST	LAST	STATUS	GRADE	ADDRESS	EMIS	DATE	D.C.
			C			96	08/01/2021	10

District of Attendance Superintendent Signature

Date

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 2022 - 2023.

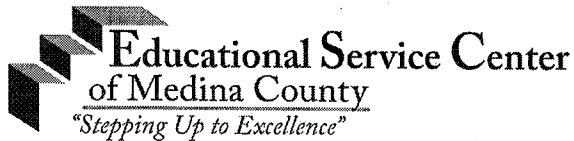
District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date

Contract is required for parentally placed students but optional for court-placed students



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

☐

New

☒

Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2023 (July 1, 2022 - June 30, 2023)

Between

The Educational Service Center of Medina County
and
Wadsworth City School District

	<u>Service to be performed</u>	<u>Days</u>	<u>Rate</u>	<u>Total</u>
Add	Behavior Specialist	140	\$565.00	\$79,100.00

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

DocuSigned by:

[Redacted Signature]

10/12/2022

Treasurer

Date

DocuSigned by:

[Redacted Signature]

10/11/2022

5BAE3028C47C431...

Superintendent

Date

For the Wadsworth City School District

DocuSigned by:

[Redacted Signature]

10/12/2022

Treasurer

Date

DocuSigned by:

[Redacted Signature]

10/12/2022

3734669E66E3492...

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.

Wadsworth Choir & Band
May 12, 2023

Page 1 of 8

Printed: September 12, 2022
Sales Manager: Kim Rininger

Kalahari Resorts & Conventions
7000 Kalahari Drive, Sandusky, OH 44870
Phone (419) 433-7759 • Fax (419) 433-7748 • www.kalahariresorts.com

ROOM AND EVENT CONTRACT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between **Kalahari Resorts & Conventions**, hereinafter referred to as "Hotel" and **Wadsworth Choir & Band** hereinafter referred to as "Client" and outlines specific conditions and services to be provided.

ORGANIZATION: **Wadsworth Choir & Band**

CONTACT:

Name: **Samantha Quallich / Samuel Piehl**
Street Address: 150 Silvercreek Road
City, State: Wadsworth, Ohio 44281
Phone Number: (330) 335-1410 ext 30151
E-mail: squallich@wadsworthschools.org

NAME OF EVENT: **Wadsworth Choir & Band**

OFFICIAL PROGRAM DATES: May 12, 2023 - May 13, 2023

CONCESSIONS:

The Kalahari Resort & Conventions is pleased to include the following:

- Complimentary WiFi in guest rooms and convention center
- Complimentary Self Parking

Kalahari Resorts & Conventions
7000 Kalahari Drive, Sandusky, OH 44870
Phone (419) 433-7759 • Fax (419) 433-7748 • www.kalahariresorts.com

 CLIENT INITIALS

WELCOME TO **KALAHARI**

GUEST ROOMS

The Hotel agrees that it will provide, and Client agrees that it will be responsible for utilizing, 24 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Fri 05/12/2023			
	Occupancy	Rooms	Rate
Double Queen Sofa	S/D/T/Q	24	\$219.00

RESORT FEE - WAIVED

In addition to the rates listed above there is a mandatory taxable resort fee of \$29.99 per room per night. The resort fee goes to cover costs associated with providing the highest level of amenities for our guests.

ROOMS INFORMATION

Hotel room rates are subject to applicable state and local taxes (currently 13.75%) in effect at the time of check in. Hotel shall provide as Run of House accommodations a room with two beds or a room with one bed plus a sofa sleeper based upon the number of guests sharing the room to a maximum of four people. When adding additional guests to any room style beyond which is established for that style's base pricing there will be a charge of \$50.00 per person per night in addition to the base price.

A sleeping room block does not guarantee sleeping rooms will be next to each other.

Deposit policy for individual reservations: One night (plus tax) at the time the reservation is made.

Cancellation policy for individual reservations: 72 hours, or more, prior to arrival to receive full refund less \$30.00 processing fee. Less than 72 hours prior to scheduled arrival forfeits entire deposit.

For any guests staying in a 5 Bedroom Entertainment Villa there is a Guest Notice and the Damage Deposit (\$1000)/Authorization Agreement. Individuals that book these rooms outside the block will also be subject to signing them at check in. For copies please visit our website.

METHOD OF RESERVATIONS AND CUT OFF DATE

Passkey Rooming List

Reservations for the Event will be made by a rooming list. Client will forward the rooming list by **April 12, 2023**.

At the cut off, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale. The hotel will determine, based on space availability, if the Client group rate will be honored after this date.

Release of rooms for general sale following the cut off date and cancellations does not affect Client's obligation, as discussed elsewhere in this agreement, to utilize guest rooms.

GUEST ROOM BILLING ARRANGEMENTS

The following billing arrangements apply:

Sleeping Room & Tax Charges: Bill to Master

Wadsworth Choir & Band

May 12, 2023

Page 3 of 8

ROOMS ATTRITION

Hotel is relying upon Client's use of 24 Total Room Nights. Client agrees that a loss will be incurred by Hotel should there be a reduction greater than 15% in Total Room Nights actually used.

Should the room nights actually used by Client be less than 85% of the Total Room Nights, Client agrees to pay, as liquidated damages and not as a penalty, the difference between 85% of the Total Room Nights and Client's actual usage of rooms, multiplied by the average group room rate of **\$219**. This clause applies only if the Hotel is unable to sell out all available sleeping rooms. In the event the Hotel sells out all available sleeping rooms, there are no liquidated damages associated with the Rooms Attrition clause.

DAMAGES

Client shall be responsible to maintain and keep the facility in good order and repair. Any damages to the facility including but not limited to the carpet, floors, walls, doors, guest rooms, Convention Center and all other parts of the hotel caused by Client or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Client at the actual or estimated cost of repair, normal wear and tear excepted.

INSURANCE

The Hotel and the Client shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.

TAX-EXEMPT STATUS

Currently Client is NOT listed as a tax-exempt group. Tax-exempt status must be arranged in advance by mailing or faxing a copy of the group's tax-exempt certificate. Without a valid Ohio tax-exempt certificate on file, Client will be charged all state, county and local sales and hotel taxes.

MASTER ACCOUNT METHOD OF PAYMENT

The payment of anticipated charges on Master Account is due no less than 3 business days prior to arrival. Hotel must be notified in writing at least 3 days prior to arrival of all authorized signatories.

Client plans to use the following payment method for Master Account charges:

☒ **PRE-PAY Check** – Must be received no later than 14 days prior to arrival.

☐ **PRE-PAY Credit Card** – Hotel will call Client for the card number.

☐ **PRE-PAY Cash**

At the sole discretion of Hotel, direct bill privileges may be extended for Master Account charges. To be considered for Direct Bill status, a Direct Bill Application must be submitted no later than 30 days prior to arrival. In the event Direct Bill Status is not granted, full payment of anticipated Master Account charges must be received at least 3 business days prior to arrival.

If direct bill privilege is extended, Hotel, in its sole discretion, may require Client to provide a personal guarantee of payment. If the direct bill is not paid in full when due, Client and personal guarantor, if any, agree as follows: (1) to a finance charge of 1½% per month (18.0% per annum), or the maximum allowed by law, whichever is less, on the unpaid balance from the date of original invoice, and (2) that Hotel may cancel future event contracts of Client without notice and without penalty.

As a guarantee, the hotel requires Client to have a credit card on file. Hotel will call client for this credit card number.

Kalahari Resorts & Conventions

7000 Kalahari Drive, Sandusky, OH 44870

Phone (419) 433-7759 • Fax (419) 433-7748 • www.kalahariresorts.com

 **CLIENT INITIALS**

WELCOME TO **KALAHARI**

Wadsworth Choir & Band
May 12, 2023

Page 4 of 8

ADVANCE PAYMENT

An advance payment of **\$500** will be required in order to hold arrangements on a definite basis. This advance payment is due on **Monday, September 26, 2022** and will be credited toward the Master Account.

This advance Payment will be made with: ☐ Check
☐ Credit Card – Hotel will call client for the credit card number.

CANCELLATION

Client acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment and/or the Event Agenda (a "Cancellation"), this action would constitute a breach of Client's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Client obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Client agrees to adhere to the following sliding scale:

Cancellation – Months Prior To Arrival	Percentage Liquidated Damages	Liquidated Damages in Dollars
Within 6 months prior to arrival	85%	\$4,467.60

Provided that Client timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Client relating to the Cancellation.

The Hotel reserves the right to cancel client's event at any time outside 11 months prior to Client's arrival date. The Hotel will be responsible for refunding all deposits and paying as liquidated damages an amount equal to 10% of Client's estimated room revenue. This amount equals **\$525.60**.

Hotel reserves the right to cancel this event and any future events of Client at this and any other Kalahari Resorts & Conventions location if Client has an unpaid balance due from any past event at this Kalahari Resorts & Conventions location or any other Kalahari Resorts & Conventions affiliated location. If there is an unpaid balance due from any past event, Hotel may cancel at any time up to and including the first day of the Official Program Dates. Client hereby waives any claim for damages of any kind if Hotel exercises its right to cancel hereunder.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Client will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Client and Hotel agrees to cooperate with each other to ensure compliance with such laws.

POLICIES AND PROCEDURES

<https://www.kalaharimeetings.com/media/4350/oh-policies-procedures-062821.pdf>

Client is subject to the policies and procedures governing guests of the Hotel.

Kalahari Resorts & Conventions
7000 Kalahari Drive, Sandusky, OH 44870
Phone (419) 433-7759 • Fax (419) 433-7748 • www.kalahariresorts.com

 CLIENT INITIALS

WELCOME TO **KALAHARI**

Wadsworth Choir & Band
May 12, 2023

Page **5** of **8**

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulations and guidelines (collectively the "ADA"). Client agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of whom «ACCOUNT» is aware.

FORCE MAJEURE

Neither party shall be liable in damages for any default in performing hereunder if such default is caused by conditions beyond its control including, but not limited to Acts of God, acts of terrorism that directly prevent travel to Hotel, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SEVERABILITY

The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

GOVERNING LAW

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Ohio and Ohio Courts.

Hotel and Client have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

Kalahari Resorts & Conventions
7000 Kalahari Drive, Sandusky, OH 44870
Phone (419) 433-7759 • Fax (419) 433-7748 • www.kalahariresorts.com

 **CLIENT INITIALS**

WELCOME TO **KALAHARI**

ACCEPTANCE

This document is a contingent offer of a contract. It is contingent on the Hotel space and services described herein being open and available on the date Hotel receives the executed contract from Client. Client shall have the first option to contract the space and services until **September 26, 2022** unless notified otherwise by Hotel. After **September 26, 2022**, this contingent contract will become a second option with the space and services herein being made available to other clients on a first come-first served basis.

This document becomes a binding contract between Hotel and Client when the Client returns a properly executed copy to Hotel and Hotel executes the contract as well. A fully executed contract will be sent to Client to confirm the contract is in place.

SIGNATURES

Approved and authorized by Wadsworth Choir & Band.

Name: (Print) Douglas D. Beeman Title: (Print) Treasurer

Signature:  Date: 10/14/2022

Approved and authorized by Hotel:

Name: (Print) _____ Title: (Print) _____

Signature: _____ Date: _____

Please sign this agreement and return it to the address below by **Monday, September 26, 2022**.
A countersigned copy will be returned to you upon receipt.

BILLING CONTACT

If the final bill for this event should be sent to a person other than the signatory listed above, please provide contact information for that billing contact below:

Name: (Print) _____

Title: (Print) _____

Billing Address: _____

Billing City, State, Zip: _____

Phone number: _____

Email Address: _____

Wadsworth Choir & Band
May 12, 2023

Page 7 of 8

PERSONAL GUARANTY

FOR GOOD CONSIDERATION, and as an inducement for Kalahari Resorts & Conventions (Creditor), to extend credit to Wadsworth Choir & Band (Client), and enter into the above contract, it is hereby agreed that the undersigned does hereby guaranty to Creditor the prompt, punctual and full payment of all monies now or hereinafter due Creditor from Client.

This guaranty is unlimited as to amount or duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and the undersigned waives all notices thereto.

The obligations of the undersigned, at the election of Creditor, shall be primary and not necessarily secondary, and Creditor shall not be required to exhaust its remedies as against Customer prior to enforcing its rights under this guaranty against the undersigned.

The guaranty hereunder shall be unconditional and absolute and the undersigned waive all rights of subrogation and set-off until all sums under this guaranty are fully paid. The undersigned further waives all suretyship defenses or defenses in the nature thereof, generally.

If there are two or more guarantors to this guaranty, the obligations shall be joint and several and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Each of the undersigned warrants and represents it has full authority to enter into this guaranty.

This guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This guaranty shall be construed and enforced under the laws of the State of Ohio.

Signed this 14th day of Oct, 2022.

Wadsworth City School District - Guarantor

Name: Andrew J. Hill, Ed.D.

Address: 584 Broad Street

Wadsworth, OH 44281

Contact info: 330-335-1300 / ahill@wadsworthschools.org

Accepted by Kalahari Resorts & Conventions:

By: _____

Kalahari Resorts & Conventions
7000 Kalahari Drive, Sandusky, OH 44870
Phone (419) 433-7759 • Fax (419) 433-7748 • www.kalahariresorts.com

 CLIENT INITIALS

WELCOME TO **KALAHARI**



CREDIT CARD AUTHORIZATION FORM

To The Kalahari Resorts & Conventions:

I, Douglas D Beeman
(Name on Credit Card)

Authorize the Kalahari Resorts & Conventions to charge to my credit card for the full amount of all charges incurred for the function to be held on 5/12-5/13/2022.
(Function Date)

Group/Organization Name: Wadsworth City School District

Credit Card Billing Zip Code 44281

Credit Card Type: [REDACTED]

Credit Card last 4 digits: [REDACTED]

Expiration Date: [REDACTED]

Cardholder's Signature: [REDACTED]



PREVENTIVE SERVICE & MAINTENANCE AGREEMENT

PRESENTED TO:



Wadsworth City Schools

HVAC EQUIPMENT LOCATED

Wadsworth High School 625 Broad Street Wadsworth, Ohio 44281	Wadsworth Middle School 150 Silvercreek Road Wadsworth, Ohio 44281	Central Intermediate 151 Main Street Wadsworth, Ohio 44281
Lincoln Elementary 280 N Lyman Street Wadsworth, Ohio 44281	Franklin Elementary 200 Takacs Drive Wadsworth, Ohio 44281	Isham Elementary 325 Sunset Boulevard Wadsworth, Ohio 44281
Valley View Elementary 625 Orchard Street Wadsworth, Ohio 44281	Overlook Elementary 650 Broad Street Wadsworth, Ohio 44281	Sacred Hearts Elementary 110 Humbolt Avenue Wadsworth, Ohio 44281

PRESENTED BY:

Ryan Salo
Senior Account Manger

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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.

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:	Wadsworth High School 625 Broad Street Wadsworth, Ohio 44281
------------------	--

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Condenser					X		X	
4	Display Cooler					X		X	
3	Serving Cooler					X		X	
1	Upright Cooler					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:	Wadsworth Middle School 150 Silvercreek Road Wadsworth, Ohio 44281
------------------	--

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Freezer Cooler 3 Door					X		X	
2	Serving Cooler					X		X	
1	Walk In Cooler					X		X	
1	Walk In Freezer					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:

Central Intermediate
151 Main Street
Wadsworth, Ohio 44281

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Serving Cooler					X		X	
2	Freezer Cooler 3 Door					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:

Lincoln Elementary
280 N Lyman Street
Wadsworth, Ohio 44281

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Freezer Cooler 3 door					X		X	
2	Reach-In Milk Cooler					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:

Franklin Elementary
200 Takacs Drive
Wadsworth, Ohio 44281

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Freezer Cooler 3 door					X		X	
2	Reach-In Milk Cooler					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:

Isham Elementary
325 Sunset Boulevard
Wadsworth, Ohio 44281

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Passthrough Cooler					X		X	
1	Walk In Cooler					X		X	
1	Walk In Freezer					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:

Valley View Elementary
625 Orchard Street
Wadsworth, Ohio 44281

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Milk Cooler					X		X	
1	Passthrough Cooler					X		X	
1	Walk In Cooler					X		X	
1	Walk In Freezer					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:

Overlook Elementary
650 Broad Street
Wadsworth, Ohio 44281

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
2	Milk Cooler					X		X	
1	Passthrough Cooler					X		X	
1	Walk In Cooler					X		X	
1	Walk In Freezer					X		X	

MECHANICAL EQUIPMENT COVERED UNDER THIS AGREEMENT

LOCATION:

Sacred Heart~~X~~ Elementary
110 Humbolt Avenue
Wadsworth, Ohio 44281

QT	EQUIPMENT	MAKE	MODEL	SERIAL	RATING	W	SP	S	F
1	Passthrough Cooler					X		X	
1	Walk In Cooler					X		X	
1	Walk In Freezer					X		X	

MECHANICAL EQUIPMENT TASKING

The following are comprehensive checklists our technicians follow when performing maintenance inspections on your equipment. Tasking requirements may vary depending on the specific model and manufacturer.

ICE MACHINE(S)				
DESCRIPTION	W	SP	S	F
• Replace water filters based on local experience and unit recommendations.	X		X	
• Observe an ice harvest for normal operation.	X		X	
• Clean ice production and storage components.	X		X	

WALK-IN COOLER(S)				
DESCRIPTION	W	SP	S	F
• Clean Condensers - Clean condenser coils with chemicals and power sprayer, reverse air flow.	X		X	
• Clean Evaporator Coils - Clean Evaporator coils with reverse air flow.	X		X	
• Check all Electrical - Check for frayed, cut or damaged cords, contactors, tight, burning or pitting.	X		X	
• Clean Fans - Clean debris off the fans.	X		X	
• Check Fans for Balance - Check that fans do not wobble, or are out of balance.	X		X	
• Check Fan Grilles - Clean the fan grilles.	X		X	
• Check Blower Motor - Check for proper operation.	X		X	
• Check Motor Bearings - Check bearings for drag.	X		X	
• Check Thermostats - Check thermostats vs actual thermometer.	X		X	
• Check Condenser Fan Operation - Check for proper operation and clean.	X		X	
• Check Defrost Cycle - Check to ensure that cycle is operating properly.	X		X	
• De-Ice Frozen Coils - Remove all ice from freezer coils.	X		X	
• Clean all Drains - Clean all drain lines.	X		X	
• Check Airflow - Check airflow inside unit.	X		X	
• Check Temperature Setting - Check temperature setting against thermometer.	X		X	
• Check Operation - Check for proper operation of entire unit.	X		X	
• Check Doors on Unit - Check door heat strips and door tension.	X		X	
• Check Airflow and Temperature and Record - Check for an even airflow and temperature thru-out walk-in cooler and freezers.	X		X	

WALK-IN FREEZER(S)				
DESCRIPTION	W	SP	S	F
• Visually inspect unit.	X		X	
• Look for signs of corrosion on fins, cabinets, copper tubing and soldering joints.	X		X	

• Look for excessive or unusual vibration for fan blades or sheet metal panels when in operation. Identify fan cells causing vibration and check motor and blade carefully.	X		X	
• Look for oil stains on headers, return bends and coil fins. Check any suspect areas with an electronic leak detector.	X		X	
• Check drain pan to ensure that drain is clear of debris, obstructions or ice build-up and is free draining.	X		X	
• Clean evaporator coil and blades.	X		X	
• Flush and rinse coil until no residue remains.	X		X	
• Check drain pan, drain line and trap.	X		X	
• Check operation of all fans and ensure airflow is unobstructed.	X		X	
• Check that fans rotate freely and quietly. Replace any fan motor that does not rotate smoothly or makes an unusual noise.	X		X	
• Check all fan set screws and tighten if needed.	X		X	
• Check all fan blades for signs of stress or wear. Replace any blades that are worn, cracked or bent.	X		X	
• Verify that all fan motors are securely fastened to the motor rail.	X		X	
• Lubricate motors if applicable.	X		X	
• Inspect electrical wiring and components.	X		X	
• Visually inspect all wiring for wear, frays, bare areas, and discoloration. Replace any wiring found damaged.	X		X	
• Verify that all electrical and ground connections are secure, tighten if necessary.	X		X	
• Check operation and calibration of all fan cycle and defrost controls when used.	X		X	
• Look for abnormal accumulation of ice patterns and adjust cycles accordingly.	X		X	
• Compare actual defrost heater amp draw against unit data plate.	X		X	
• Visually inspect heaters to ensure even surface contact with the coil.	X		X	
• Check drain line heat tape for proper operation.	X		X	
• Refrigeration Cycle.	X		X	
• Check unit cooler superheat and compare reading for your specific application.	X		X	
• Visually inspect coil for even distribution.	X		X	

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:

COMFORT SYSTEMS USA[®] Preventive Maintenance Agreement

- 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: Job labor, travel labor, 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.

PRICE: The total amount for this Agreement is \$18,080.00; to be billed in four (4) installments, in advance, at \$4,520.00.

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

ADDITIONAL INFORMATION AND COMMENTS: Belts will be changed as needed. Chemical coil cleaning two (2) times per year. Ice machines across the district will be cleaned two (2) times per year.

EFFECTIVE DATE AND DURATION: This agreement shall become effective December 1, 2002 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. *10/2/02*

SELLER'S ACCEPTANCE:

Comfort Systems USA - Ohio
7401 First Place
Oakwood Village, Ohio 44146
P. 440-703-1600
F. 440-703-1601
BY: Ryan Salo

SIGNATURE:

TITLE: Senior Account Manager

DATE:

PURCHASER'S ACCEPTANCE:

Wadsworth City Schools
524 Broad Street
Wadsworth, Ohio 44281
P.
F. *Douglas Brown*
BY: Kelly Gnap

SIGNATURE:

TITLE: Food Service Supervisor

DATE:

LOCATION:

Wadsworth High School
Wadsworth Middle School
Central Intermediate
Lincoln Elementary
Franklin Elementary
Isham Elementary

Valley View Elementary

Overlook Elementary

Sacred Heart Elementary

TERMS & CONDITIONS

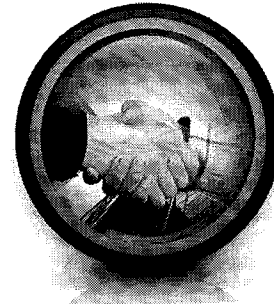
Terms & Conditions apply as follows:

- I. ~~This agreement shall automatically renew with a cost-of-living increase unless notified in writing 30 days before next inspection. In addition, This agreement may be terminated at any time with thirty (30) days written notice. CSUSA shall be reimbursed for the value of all services provided under the scope of this agreement.~~ 10/30/22 32 M
- II. *****NOTE: SHOULD THIS AGREEMENT BE CANCELLED PRIOR TO THE FULL EXECUTION; A BALANCE MAY BE DUE FOR ALL SERVICES RENDERED.**
- III. Any deletion or addition of equipment may change sellers' cost and may change agreement price to purchaser. If so, thirty (30) days advance notice will be given to purchaser to accept or terminate agreement.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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 our customer 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.

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

CSUSA will maintain and schedule all mechanical equipment as listed on the enclosed equipment schedule and perform maintenance tasks as listed on the enclosed mechanical equipment tasking schedules.

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.





October 18, 2022

Mr. Andrew Hill
Wadsworth City School District
524 Broad Street
Wadsworth, OH 44281

Dear Mr. Hill:

Thank you for your continued investment in the Medina County Economic Development Corporation during the past year. Our members are the driving force behind economic development in Medina County, and the support from your membership is central to the continued success of MCEDC's mission.

MCEDC has made a significant impact on our community. During the past decade, we have helped create nearly 6,600 new jobs in the county. And for every MCEDC budget dollar, we provide \$511 of economic impact back into Medina County.

During the past year, your membership investment has allowed MCEDC to support 20 expanding companies, representing \$198 million in capital investments throughout Medina County. We market Medina County as a place to do business with multiple online resources, including our website and electronic newsletters which also allow us to share news about our members.

It is now time to renew membership. Your partnership is more valuable than ever as we move into our next decade of service. The enclosed invoice reflects your current membership dues.

I can assure you that MCEDC will continuously strive to enhance the economic environment of Medina County by using the resources your membership support helps to provide. Please contact me any time with questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Bethany Dentler".

Bethany Dentler, CECD
Executive Director

Enclosure

Invoice

Date	Invoice #
10/17/2022	3209

Bill To
Wadsworth City School District Dr. Andrew Hill, Superintendent 524 Broad Street Wadsworth, OH 44281

Due Date
11/30/2022

Description	Qty	Rate	Amount
Annual Membership Renewal December 1, 2022 - November 30, 2023	1	1,500.00	1,500.00
Please remit payment to: MCEDC 144 North Broadway Street, #119 Medina, OH 44256			

Total	\$1,500.00
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OHSAA TOURNAMENT AGREEMENT

Football First Round, Regional and State Semi-Final Facility Rental Agreement

This agreement between (Wadsworth High School / Art Wright Stadium) ("Venue") and the Ohio High School Athletic Association ("the OHSAA") located at 4080 Roselea Pl, Columbus, OH 43214 for the rental of the Venue facilities to hold Football Regional or State Semi-Final tournaments (the "Event").

The Premises

The OHSAA is renting the following locations from Venue (the "Premises"):

- Site description- Art Wright Stadium – 280 Grandview Ave. Wadsworth, OH 44281
- The Premises includes, but is not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas.
- Venue grants unto the OHSAA the right to exclusive occupancy and use of the Premises and those areas of the Premises 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.
- Venue shall make available to the OHSAA the Premises for the Rental Period, as well as the preceding day for event preparations. The OHSAA, via its employees and representatives shall have the privilege of entering upon the Premises at all reasonable times prior to the Rental Period for the purpose of preparing the Premises for its intended use.
- OHSAA agrees to pay Venue in accordance with the *Financial terms* set forth in the agreement for the exclusive use of the Premises, as well as the services provided, including but not limited to, gate admission staff, 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.
- 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, gate admission staff, security, EMS, and such other personnel as may be required in order to operate the tournament at VENUE'S site in accordance with the standards established by the OHSAA.
- Venue's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events at the Premises. 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.
- 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, Commissioner or Commissioner's designee.
- Parking will be made available in lots on the Premises. Venue may charge for parking, not to exceed \$5.00 per vehicle. If parking is charged by Venue, Venue may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.

- Venue shall provide free parking accommodations for OHSAA personnel and guests.

Period

The OHSAA will have the exclusive use of the Premises beginning at 5:00 PM on Oct. 28, 2022 and ending at 11:00 PM on Oct. 28, 2022 (the "Rental Period"). Multiple playing dates may be included.

Financial Terms

Flat Fee

- The Flat Fee for the use of the facility will be: \$2000 (Home hosting), \$2800 (Neutral site)
 - Note: Fee includes rental and staffing

Additional Expense

- Sworn Law Enforcement/Security \$1400.00
 - Note: An invoice from the security provider must be provided to support payment.
- Additional extraordinary expenses must be approved by the Sport Administrator

Ticketing

Electronic Ticketing: The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at any or all of its tournament events. If and wherever practicable, 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).

Termination

The Flat Fee is fully refundable up to 1 month prior to the beginning of the Rental Period. If the OHSAA terminates this agreement after that date, Venue will retain the deposit. Venue will seek to re-lease the Venue for the Rental Period and refund to the OHSAA any rents collected up to the amount of anything paid by the OHSAA.

Venue takes no responsibility for personal effects and possessions left on Premises during or after any Event. Venue will maintain a lost and found and will hold recovered items up to 30 days. Venue will communicate with the OHSAA to attempt to return any recovered item to its rightful owner.

Use of Premises

The Premises will be in a clean condition at the beginning of the Rental Period.

Venue has the right to have personnel at the Premises and to inspect all areas of the Premises upon reasonable notice.

OHSAA agrees that this agreement is for transient occupancy, and that OHSAA does not intend to make

the property a residence or household.

OHSAA and its invitees agree to behave in a civilized manner and be good neighbors respecting the rights of the surrounding property owners.

OHSAA and its invitees are prohibited from entering any areas not included on the Premises, as well as any other areas at the Premises that are blocked off.

The OHSAA shall be permitted to: charge admission to the Premises and otherwise generate revenues from its use of the Premises. All revenues generated by the OHSAA shall be the sole property of the OHSAA.

- **Concessions:** The rights to all concessions may be granted to the Venue and all revenue received from all such concessions shall be retained by Venue.
- **Parking:** The rights to all parking fees may be granted to the Venue and all revenue received from all such parking fees shall be retained by Venue.
- **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).

The OHSAA and its invitees agree to use the property for legal purposes only. Other use, such as but not limited to, drug use, abuse of any person, etc. are prohibited.

Intellectual Property

Venue licenses its logos, name, image, and likeness to the OHSAA for purposes of promoting the Event.

Maintenance and Repairs

The OHSAA and its invitees agree to maintain the Premises in a good, clean, and ready to rent condition, and use the Premises only in a careful and lawful manner. The OHSAA and its invitees agree to leave the premises in a ready to rent condition at the expiration of the Rental Period, defined as being immediately habitable by other guests. The OHSAA agrees to pay for maintenance and repairs should the Premises be left in a lesser condition upon presentation of documentation supporting damages.

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.

10/25/2022
MO

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.

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.

Waiver, Modification, Etc.

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.

Ohio High School Athletic Association

By: Dr. Kimberlee L. Kiehl

Its: Chief Operating Officer

Date: _____

School/Venue

Wadsworth High School

By: Brad Musgrave

Its: Athletic Director

Date: Oct. 23, 2022



AIA Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 8th day of August in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Wadsworth City School District Board of Education
524 Broad Street
Wadsworth, OH 44281

and the Contractor:

(Name, legal status, address and other information)

Mr. Excavator, Inc.
8616 Euclid Chardon Rd.
Kirtland, OH 44094

for the following Project:

(Name, location and detailed description)

Wadsworth City School District Tennis Courts Remediation

The Architect:

(Name, legal status, address and other information)

Holabird & Root, LLC
140 South Dearborn Street, Suite 500
Chicago, IL 60603

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect enumerated as follows:

Drawings:		Date
Number	Title	
N/A	Cover Sheet	Issue for Bid 06/24/2022
1	General Notes & Specifications	Issue for Bid 06/24/2022
2	Site Aerial Map	Issue for Bid 06/24/2022
3	Existing Conditions	Issue for Bid 06/24/2022
4	Site Plan	Issue for Bid 06/24/2022
5	Cut-Fill Plan	Issue for Bid 06/24/2022
6	Subgrade Plan	Issue for Bid 06/24/2022
7	Finish Grade Plan	Issue for Bid 06/24/2022
8	Pavement Sections & Details	Issue for Bid 06/24/2022
9	Fencing Layout & Details	Issue for Bid 06/24/2022
10	Court Surfacing / Striping Layout & Details	Issue for Bid 06/24/2022

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C1.0	Storm Water Pollution Prevention Plan & Details	Issue for Bid 06/24/2022
C1.1	Storm Water Pollution Prevention Plan & Details	Issue for Bid 06/24/2022
C1.2	Storm Water Pollution Prevention Plan & Details	Issue for Bid 06/24/2022

Specifications:

Section	Title	Pages
N/A	Cover Page	1
N/A	Table of Contents	1
N/A	Legal Notice	1
N/A	Instructions To Bidders	2
N/A	Bid Form	3
003119	Existing Condition Information	1
N/A	Wadsworth Tennis Courts – Soil Test Pit Reports	63
006000	Project Forms	1
011000	Summary of Work	13
012500	Substitution Procedures	3
012516	Request for Substitution	2
012900	Payment Procedures	5
013100	Project Management and Coordination	7
013233	Photographic Documentation	3
013300	Submittal Procedures	8
013340	Request for Information and Compliance Procedures	2
017300	Execution	11
017700	Closeout Procedures	5
017823	Operation and Maintenance Data	6
N/A	Construction and Material Specifications	14

.3 addenda prepared by the Architect as follows:

Number	Date	Title – Pages (X)
01	07/19/2022	Memorandum (1)
01	07/19/2022	Table of Contents (1)
01	07/19/2022	Legal Notice to Bidders (1)
01	07/19/2022	Instructions to Bidders (2)
01	07/19/2022	Summary of Work (13)
02	08/01/2022	Memorandum (1)

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

AIA A105-2017 Agreement Between Owner & Contractor dated August 8, 2022

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

Commencement will begin Monday August 8, 2022

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

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(Check the appropriate box and complete the necessary information.)

☒ Not later than Ninety (90) calendar days from the date of commencement.

☐ By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Five Hundred Thirty-One Thousand, Six Hundred Dollars (\$ 531,600.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1: Excavate soil and haul off. Furnish, install, and compact #57 aggregate to meet requirements in project documents if and as ordered by the Project Architect. Price per Cubic Yard \$80.00. Payment for this Work will be based upon measured quantities as provided in the project documents.

Alternate #2: Excavate soil and haul off. Furnish, install, and compact #304 aggregate to meet requirements in project documents if and as ordered by the Project Architect Price per Cubic Yard \$75.00. Payment for this Work will be based upon measured quantities as provided in the project documents.

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
None	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Alternate #1	Cubic Yard	\$80.00
Alternate #2	Cubic Yard	\$75.00

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

The Owner will pay the Contractor for Work properly performed every 30 days, unless the Work is started and completed within 30 days, in which case the Owner will pay Contractor in full upon completion of the Work as provided in Section 12.6 and no retainage will be held.

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The Owner will pay the Contractor 92% for labor performed, holding 8% of the labor cost as retainage until the Project is 50% complete at which point no further retainage will be held. There is no retainage on materials.

For purposes of calculating the correct retainage, Contractor will break down each application for payment by a value for the labor and a value for materials until the Project is at least 50% complete. If retainage is withheld, it will be paid to Contractor along with the Final Payment under Section 12.6 when the Project is complete.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than two million (\$ 2,000,000) each occurrence, four million (\$ 4,000,000) general aggregate, and two million (\$ 2,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000) each accident, one hundred thousand (\$ 100,00) each employee, and five hundred thousand (\$ 500,000) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

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§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Steve Moore at smoore@wadsworthschools.org

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

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§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

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§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

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§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. Nothing contained in 14.1 or 14.2 shall be constructed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. The one-year period for correction of Work described above relates only to the Contractor's specific obligation to correct the Work, and is not a limitation on the time within which the Owner has to enforce the Contract or pursue the Contractor for any liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 Contractor is responsible for obtaining building permits and inspections, if necessary to comply with local requirements and the cost thereof shall be included within Contractor's Bid. The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

init.

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

Contractor will be required to furnish both performance and payment bonds equal to 100% of the Contract Price naming the Owner as an obligee and otherwise indemnifying the Owner against all damage suffered by failure to perform the Contract according to its provisions and in accordance with the plans, details, and specifications therefore and to pay all lawful claims of subcontractors, material suppliers and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree that this undertaking is for the benefit of any subcontractor, material supplier, or laboring having a just claim, as well as for the Owner. The cost of these bonds shall be included in the Contractor's bid, and are incorporated into the Contract Price. Bonds must be provided to the Owner prior to commencement and the failure to furnish these bonds will be a material breach of this Contract.

This Project is exempt from state sales tax, and Contractor shall provide appropriate tax exemption forms as required to document available exemptions.

Liquidated Damages: Contractor shall pay the owner liquidated damages of \$500 per day for each day the Project is not substantially complete by the date required in Section 2.3 as compensation for delayed completion and not as a penalty.

[Signature page to follow]

Init.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Thomas J. Flesher, Vice President

(Printed name and title)

LICENSE NO.:

JURISDICTION:

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Wadsworth City School District Board of Education under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the Wadsworth City School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Signature

Douglas Beeman, School District Treasurer

Init.

Additions and Deletions Report for AIA® Document A105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:03:04 ET on 08/08/2022.

PAGE 1

AGREEMENT made as of the 8th day of August in the year 2022

...

Wadsworth City School District Board of Education
524 Broad Street
Wadsworth, OH 44281

...

Mr. Excavator, Inc.
8616 Euclid Chardon Rd.
Kirtland, OH 44094

...

Wadsworth City School District Tennis Courts Remediation

...

Holabird & Root, LLC
140 South Dearborn Street, Suite 500
Chicago, IL 60603
PAGE 2

- 2 the drawings and specifications prepared by the Architect, dated , and Architect enumerated as follows:

...

<u>N/A</u>	<u>Cover Sheet</u>	<u>Issue for Bid 06/24/2022</u>
<u>1</u>	<u>General Notes & Specifications</u>	<u>Issue for Bid 06/24/2022</u>
<u>2</u>	<u>Site Aerial Map</u>	<u>Issue for Bid 06/24/2022</u>
<u>3</u>	<u>Existing Conditions</u>	<u>Issue for Bid 06/24/2022</u>
<u>4</u>	<u>Site Plan</u>	<u>Issue for Bid 06/24/2022</u>
<u>5</u>	<u>Cut-Fill Plan</u>	<u>Issue for Bid 06/24/2022</u>
<u>6</u>	<u>Subgrade Plan</u>	<u>Issue for Bid 06/24/2022</u>
<u>7</u>	<u>Finish Grade Plan</u>	<u>Issue for Bid 06/24/2022</u>
<u>8</u>	<u>Pavement Sections & Details</u>	<u>Issue for Bid 06/24/2022</u>
<u>9</u>	<u>Fencing Layout & Details</u>	<u>Issue for Bid 06/24/2022</u>
<u>10</u>	<u>Court Surfacing / Striping Layout & Details</u>	<u>Issue for Bid 06/24/2022</u>
<u>C1.0</u>	<u>Storm Water Pollution Prevention Plan & Details</u>	<u>Issue for Bid 06/24/2022</u>

PAGE 3

C1.1	Storm Water Pollution Prevention Plan & Details	Issue for Bid 06/24/2022
C1.2	Storm Water Pollution Prevention Plan & Details	Issue for Bid 06/24/2022
N/A	Cover Page	1
N/A	Table of Contents	1
N/A	Legal Notice	1
N/A	Instructions To Bidders	2
N/A	Bid Form	3
003119	Existing Condition Information	1
N/A	Wadsworth Tennis Courts – Soil Test Pit Reports	63
006000	Project Forms	1
011000	Summary of Work	13
012500	Substitution Procedures	3
012516	Request for Substitution	2
012900	Payment Procedures	5
013100	Project Management and Coordination	7
013233	Photographic Documentation	3
013300	Submittal Procedures	8
013340	Request for Information and Compliance Procedures	2
017300	Execution	11
017700	Closeout Procedures	5
017823	Operation and Maintenance Data	6
N/A	Construction and Material Specifications	14

...

Number	Date	Title – Pages (X)
01	07/19/2022	Memorandum (1)
01	07/19/2022	Table of Contents (1)
01	07/19/2022	Legal Notice to Bidders (1)
01	07/19/2022	Instructions to Bidders (2)
01	07/19/2022	Summary of Work (13)
02	08/01/2022	Memorandum (1)

...

AIA A105-2017 Agreement Between Owner & Contractor dated August 8, 2022

...

Commencement will begin Monday August 8, 2022

PAGE 4

[X] Not later than Ninety (90) calendar days from the date of commencement.

...

Five Hundred Thirty-One Thousand, Six Hundred Dollars (\$ 531,600.00)

...

Alternate #1: Excavate soil and haul off. Furnish, install, and compact #57 aggregate to meet requirements in project documents if and as ordered by the Project Architect. Price per Cubic Yard \$80.00. Payment for this Work will be based upon measured quantities as provided in the project documents.

Alternate #2: Excavate soil and haul off. Furnish, install, and compact #304 aggregate to meet requirements in project documents if and as ordered by the Project Architect Price per Cubic Yard \$75.00. Payment for this Work will be based upon measured quantities as provided in the project documents.

...

None

...

Alternate #1
Alternate #2

Cubic Yard
Cubic Yard

\$80.00

\$75.00

...

The Owner will pay the Contractor for Work properly performed every 30 days, unless the Work is started and completed within 30 days, in which case the Owner will pay Contractor in full upon completion of the Work as provided in Section 12.6 and no retainage will be held.

The Owner will pay the Contractor 92% for labor performed, holding 8% of the labor cost as retainage until the Project is 50% complete at which point no further retainage will be held. There is no retainage on materials.

For purposes of calculating the correct retainage, Contractor will break down each application for payment by a value for the labor and a value for materials until the Project is at least 50% complete. If retainage is withheld, it will be paid to Contractor along with the Final Payment under Section 12.6 when the Project is complete.

PAGE 5

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§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than two million (\$ 2,000,000) each occurrence, four million (\$ 4,000,000) general aggregate, and two million (\$ 2,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 5.1.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000) each accident, one hundred thousand (\$ 100,000) each employee, and five hundred thousand (\$ 500,000) policy limit.

PAGE 6

Steve Moore at smoore@wadsworthschools.org

PAGE 11

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. Nothing contained in 14.1 or 14.2 shall be constructed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. The one-year period for correction of Work described above relates only to the Contractor's specific obligation to correct the Work, and is not a limitation on the

time within which the Owner has to enforce the Contract or pursue the Contractor for any liability with respect to the Contractor's obligations other than specifically to correct the Work.

...

§ 15.2.3 Contractor is responsible for obtaining building permits and inspections, if necessary to comply with local requirements and the cost thereof shall be included within Contractor's Bid. The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

PAGE 12

Contractor will be required to furnish both performance and payment bonds equal to 100% of the Contract Price naming the Owner as an obligee and otherwise indemnifying the Owner against all damage suffered by failure to perform the Contract according to its provisions and in accordance with the plans, details, and specifications therefore and to pay all lawful claims of subcontractors, material suppliers and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree that this undertaking is for the benefit of any subcontractor, material supplier, or laborer having a just claim, as well as for the Owner. The cost of these bonds shall be included in the Contractor's bid, and are incorporated into the Contract Price. Bonds must be provided to the Owner prior to commencement and the failure to furnish these bonds will be a material breach of this Contract.

This Project is exempt from state sales tax, and Contractor shall provide appropriate tax exemption forms as required to document available exemptions.

Liquidated Damages: Contractor shall pay the owner liquidated damages of \$500 per day for each day the Project is not substantially complete by the date required in Section 2.3 as compensation for delayed completion and not as a penalty.

[Signature page to follow]

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Wadsworth City School District Board of Education under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the Wadsworth City School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Signature				
Douglas	Beeman.	School	District	Treasurer

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Todd A. Harpst, Esq., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:03:04 ET on 08/08/2022 under Order No. 2114352002 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Terms and Conditions- Smore for Teams

UPDATED August 6th, 2020

These Smore for Teams ("License Terms") are entered into by and between Fireplace, Inc. ("Fireplace," "Smore," "we/our") and the party using any of Smore's cloud-based services (the "Services") via a multi-user account (the "Services"). These License Terms shall be effective upon Customer's use of any Smore Services (the "Effective Date"). Any quote or written document specifying Customer's purchase of Services, defined below, and if applicable, as further stated in the Admin Account page (each referred to herein as an "Order") and any exhibits thereto, shall form part of these License Terms, and together with the Terms of Service and any written policies or terms requiring Your acceptance or that expressly apply to your use of the Services, including without limitation, the Educator Hive Guidelines (if applicable), shall constitute the "Agreement". Customer's use of the Services shall be governed by the Agreement. In the event of a conflict between these License Terms, the Terms of Service, an Order or an exhibit, the following order of precedence will govern for purposes of the conflicting subject matter (and provided that the remainder of the non-conflicting License Terms shall remain in effect): these License Terms, the Terms of Service, the Order, and then the other exhibits, if any. All License Terms that are capitalized herein but not defined shall have the meaning set forth in the Terms of Service.

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1. SERVICES AND LICENSE

1. **Services.** Fireplace hereby grants Customer the right to access the Services as made available at the Fireplace website (the "Website") in accordance with the Agreement, including without limitation the Service Level Agreement attached hereto as Exhibit A and incorporated herein, for use by Customer and its Authorized Users (as defined in Section 2.3) and for Customer's internal business purposes.
2. **Modification.** The Services are subject to modification from time to time at Fireplace's sole discretion provided that Fireplace does not reduce or remove any material functionality.
3. **Content.** Customer hereby grants to Fireplace a limited, non-exclusive, non-transferable (except as permitted in Section 10), royalty-free license during the Term to reproduce, translate, encode, and use the Content for the purpose of providing or improving the Services for Customer and to fulfill Fireplace's obligations under these License Terms; provided, however, Fireplace may only use Content on an aggregated and anonymized basis to improve the Services.

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2. RESPONSIBILITIES

1. **Privacy.** Both parties hereby agree to only process, use, store, upload and/or provide Personal Data under this Agreement in accordance with the Smore Privacy Policy, as well as the California Consumer Protection Act (CCPA) and the European General Data Protection Regulation (GDPR), if and as applicable. Customer hereby warrants it has read, understands and agrees to the Privacy Policy through its use of the Services.
2. **Restrictions.** Customer shall not: (i) reverse engineer, decompile, decrypt, extract, disassemble or otherwise attempt to discover the source code of the Services, (ii) modify, translate, or create derivative works of, or based on, the Services, (iii) alter, modify, change, remove, or otherwise transform or vary any copyright, trademark, or other intellectual property notices included in the Services; (iv) use the Services for timesharing or service bureau purposes unless permitted by Fireplace in the applicable Order; or (v) use the Services in violation of any applicable laws or regulations, including but not limited to the CAN-SPAM Act of 2003.
3. **Customer Data.** Customer shall be exclusively responsible for any creation, modification, submission, upload, entry or re-entry into the Services of all material, data, or information, including without limitation, files, text, music, graphics, audio files, photographs, videos, images, linked or embedded content, websites or webpages, whether of Customer, its Users or any third party, (collectively, "Content") as further set forth in the Terms of Service.
4. **Access.** Customer shall be solely responsible for creating its administrative account ("Admin Account"). Once Customer has created an Admin Account, Customer will be permitted to create up to the total number of user accounts specified in the Order (each, a "User Account"). User Account subscriptions can be used concurrently by and up to the number of paid User Accounts identified in the Order. Each person who accesses an Admin Account or User Account must be an employee, consultant, contractor or agent of Customer (each, an "Authorized User"). Customer shall be fully responsible for any and all use of the Services by its Authorized Users in accordance with the Agreement as well as any activity in its Admin Account or a User Account. Customer will immediately notify Fireplace in the event Customer has reason to believe that the security of its Admin Account or any User Account has been compromised.
5. **Permissions.** Customer shall be exclusively responsible for obtaining all required permission from a parent and/or guardian of all students using the Website and for student access to the Website or Services through the "Classroom" feature, as well as the right to submit student information in or through the Services. Customer will be responsible for handling all requests from a student's parent for updating, changing, or removing, any Content. Customer will immediately notify Fireplace in the event that

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assistance is required to permanently remove a student's information which was explicitly requested by the student's parent or guardian.

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3. OWNERSHIP

1. **"IP Rights"** means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (i) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof), (ii) copyrights, (iii) Internet domain names, trademarks, Services marks, and trade dress, together with all goodwill associated therewith, (iv) trade secrets, (v) rights in databases and designs (ornamental or otherwise), (vi) moral rights, rights of privacy, rights of publicity and similar rights, and (vii) and any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.
2. **Ownership by Fireplace.** As between the parties, Fireplace shall retain all right, title and interest in and to the Services and all improvements thereto, including all IP Rights therein.
3. **Removal of Data.** Prior to the last day of the Term, Customer shall be responsible for the removal of all Content from the Services. Customer acknowledges and agrees that Fireplace shall have no liability to Customer or any third party for deletion of any Content from the Services following the date of termination or expiration of Customer's right to access and use of the Services.

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4. PAYMENT

1. **Fees.** Customer will pay the fees for the Services agreed to in the applicable Order (the "Fees"). In the event that Customer wishes to increase the number of User Accounts beyond the number authorized in the Order, Customer shall be required to pay additional fees associated with the increased number of Customer User Accounts, pro-rated for the remainder of the Term.
2. **Payment.** All payments will be made in accordance with the payment schedule described in the applicable Order and will be due within forty-five (45) days of Customer's receipt of the invoice.

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5. CONFIDENTIAL INFORMATION

1. **"Confidential Information"** means any and all non-public or proprietary information prepared, accessible or delivered to the receiving party by the disclosing party or its representatives that is marked as confidential, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being confidential.
2. **Confidentiality.** Each party agrees to keep the Confidential Information of the other party confidential and to take reasonable precautions designed to protect against the unauthorized access, use or disclosure of the disclosing party's Confidential Information. The receiving party shall not disclose or use the disclosing party's Confidential Information for any purpose, except as is necessary to perform its obligations hereunder. The receiving party may disclose the Confidential Information only to those employees, consultants, contractors, advisors, counsel, agents and subcontractors who have a legitimate business reason to have such access or that require access for the purpose of performing its obligations under these License Terms, and are subject to a non-disclosure agreement related to such Confidential Information or confidentiality obligations substantially similar to those herein.
3. **Exclusions.** Confidential Information does not include information (i) that is published or available to the public other than by breach of these License Terms; (ii) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (iii) independently developed by the non-disclosing party having no access to the disclosed information; or (iv) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (v) disclosed by the disclosing party to a third party without restrictions. In addition, the receiving party may disclose the disclosing party's Confidential Information to the extent such disclosure is required by applicable law or order of a court; provided the receiving party will provide prompt written notice of such required disclosure and reasonably assist the disclosing party, at the disclosing party's request and expense, to seek an appropriate protective order.

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6. Limitation of Liability

1. In no event will Fireplace, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other

legal or equitable theory for: (i) any special, incidental, punitive or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; (iv) any use of, or submission of Content in the Services; or (v) for any amounts that exceed the Fees paid by you to Fireplace under this Agreement during the twelve (12) month period prior to the date the cause of action arose. The foregoing shall not apply to the extent prohibited by applicable law.

2. A party whose performance is illegal, impossible, impracticable or otherwise materially impaired as the result of a Force Majeure Event shall be excused from performance of its obligations hereunder, provided that such party provides prompt notice to the other party thereof and that the impacted party uses commercially reasonable efforts to resume performance upon the resolution of the Force Majeure Event. "Force Majeure Event" means an unforeseeable act or cause beyond a party's reasonable control such as war, Internet outages, work stoppage, fire, epidemic, infection disease outbreak (e.g., COVID-19), weather events, orders or acts of any federal, state or local government, acts of God, fires, floods, wars or riots. Should a Force Majeure Event prevent or materially impair a party's performance under this Agreement for fifteen (15) days or more, either party may terminate this Agreement and Customer shall owe Fireplace the Fees for the Services pro-rated through the date of termination.
3. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE WEBSITE AND SERVICES ARE PROVIDED "AS IS". FIREPLACE AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER FIREPLACE NOR ITS SUPPLIERS OR LICENSORS, MAKES ANY WARRANTY THAT THE WEBSITE WILL BE ERROR FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED (EXCEPT AS EXPRESSLY SET FORTH IN EXHIBIT A). CUSTOMER UNDERSTANDS THAT IT DOWNLOADS OR OTHERWISE OBTAINS CONTENT FROM THE WEBSITE AND/OR SERVICES AT ITS OWN DISCRETION AND RISK.

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7. INDEMNIFICATION

1. **Fireplace.** Fireplace will indemnify, defend and hold Customer and its directors, officer, employees, and agents ("Related Parties") harmless from and against all claims, actions, expenses, losses, and liabilities, including reasonable attorney's fees, arising from or relating to any third party claim that the Services, excluding any Content, infringes any third party's IP Rights.
2. ~~**Customer.** Customer will indemnify, defend and hold Fireplace and its Related Parties harmless from and against all claims, actions, expenses, losses, and liabilities, including reasonable attorney's fees, arising from or relating to any third party claim: (a) alleging~~

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that the Content or Fireplace's use thereof in accordance with these License Terms, ^{8/14/2022} ~~infringe any third party's IP Rights; (b) resulting from Customer's material breach of the~~ ~~Agreement; or (c) resulting from Customer's gross negligence, willful or intentional~~ ~~misconduct hereunder. The foregoing will shall not apply to the extent prohibited by~~ ~~applicable law.~~ ^{mm}

3. **Process.** The ^{Customer} party seeking indemnification pursuant to this Section ~~(the "Indemnified Party")~~ shall provide the ^{Fireplace} party obligated to provide such indemnification ~~(the "Indemnifying Party")~~ with: (i) prompt written notification of any such claim; (ii) sole control and authority over the defense or settlement thereof; and (iii) all available information and reasonable assistance necessary to settle and/or defend any such claim, at the ^{Fireplace} Indemnifying Party's expense, provided that any settlement requires the ^{Customer} Indemnified Party's prior written consent. Failure by the ^{Customer} Indemnified Party to provide prompt notice of a claim or to provide such control, authority, information or assistance shall not relieve the ^{Fireplace} Indemnifying Party of its obligations under this Section, except to the extent that the ^{Customer} Indemnifying Party is materially prejudiced by such failure. The ^{Customer} Indemnified Party may have its own counsel present at and participating in all proceedings or negotiations relating to a claim, at the ^{Customer} Indemnified Party's own expense. ^{8/14/2022} ^{mm}

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8. Term and Termination

Term. These License Terms shall be effective upon the Effective Date and shall continue for the term specified in the applicable Order (the "Term"), unless terminated earlier as permitted herein. Upon expiration of the Term, the Order and this Agreement shall expire.

Termination for Cause. Either party will have the right to terminate these License Terms and all Orders for the other party's breach of any material term or condition of these License Terms (or with respect to an Order, a breach of a material term or condition of such Order) and failure to cure such breach within thirty (30) days after written notice thereof.

Termination for Bankruptcy. Either party may terminate these License Terms and all Orders upon written notice if: (i) the other party becomes insolvent; (ii) voluntary or involuntary bankruptcy proceedings are instituted against the other party that are not dismissed within ninety (90) days; (iii) the other party makes an assignment for the benefit of creditors; (iv) the other party ceases to operate its business in the ordinary course; or (v) a receiver is appointed for the other party.

Effect of Termination. Upon termination or expiration of the Order and this Agreement: (a) Fireplace shall immediately terminate Customer's license to the Services hereunder, provided that Customer may continue to use the free offering of the Fireplace service, which shall remain subject to the Fireplace Terms of Service; (b) in the event of termination for cause by Customer, Customer shall immediately pay any Fees owed through the effective date of termination, and in

the event of termination for cause by Fireplace, all Fees shall become immediately due and payable and Fireplace may charge Customer for the outstanding Fees.

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9. GENERAL

Neither party may assign or transfer the Agreement or any part thereof without the prior written consent of the other party, except that Fireplace may assign or transfer the Agreement and its rights and obligations thereunder without such consent in connection with a divestiture, reorganization, merger, acquisition, consolidation or similar such transaction. No terms, provisions, or conditions of any purchase order, invoice or similar documentation provided by Customer (a "Purchase Order") will have any effect on the obligations of the parties under this Agreement. A reference to a Purchase Order or other acceptance thereof is solely for Customer's record-keeping purposes. Any associated terms and conditions in a Purchase Order shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement.

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Smore Team

We are the folks behind Smore. Drop us a line at hello@smore.com :)

Book	Policy Manual
Section	Ready for Production October 2022
Title	Copy of GRADUATION REQUIREMENTS
Code	po5460
Status	
Adopted	November 19, 2007
Last Revised	January 4, 2021

5460 - GRADUATION REQUIREMENTS

In order to acknowledge each student's successful completion of the instructional program, appropriate to the achievement of District goals and objectives as well as personal proficiency, the Board of Education awards a diploma to eligible students at a graduation ceremony.

The Board of Education shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by State law and this Board or who properly completes the goals and objectives specified in his/her individualized education program (IEP) including either the exemption from or the requirement to complete the tests required by the State Board of Education in order to graduate. In addition to earning course credits, each student must fulfill the requirements of one (1) graduation pathway that has been approved by the State Ohio law provides two (2) additional options to earn a high school diploma for students in the Class of 2020.

Course Credits Required for Graduation

The requirements for graduation from high school include earning twenty-one (21) units of credit in grades nine (9) through twelve (12) as established in State law and this Board and fulfilling the requirements of one (1) graduation pathway that has been approved by the State. To graduate, students must earn twenty-one (21) units of credit in grades nine through twelve as follows:

For the Classes of 2021-2024

Subject	Units Required
English Language Arts (Minimum of four (4) credits)	4 units
Health (Minimum of one-half (1/2) credit)	1/2 unit
Physical Education (Minimum of one-half (1/2) credit)	1/2 unit
Mathematics (Minimum of four (4) credits) (must include one (1) unit of Algebra II or equivalent of Algebra II or one (1) unit of advanced computer science. Parents must sign a written statement acknowledging that not taking Algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for Algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.)	4 units
Science (Minimum of three (3) credits) (must include one (1) unit physical sciences, one (1) unit of life sciences, and one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)	3 units
Social Studies (Minimum of two (2) credits) (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations)	3 units
History and Government (Minimum of one (1) credit) (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)	
Electives (Minimum of five and a half (5.5) credits) (must include one (1) or any combination of a foreign language, , fine arts*, business, career-technical education, family and consumer sciences, technology which may include computer science, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress under title 10 of the United States Code, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required)	5 1/2 units
Technology	1/2 unit

* Students must complete at least two (2) semesters of fine arts during grades 7-12 unless a student is considered to be in a career-technical track, as provided by O.R.C. 3313.603.

For the Classes of 2025 ~~and Beyond~~

Subject	Units Required
English Language Arts (Minimum of four (4) credits)	4 units
Health (Minimum of one-half (1/2) credit)	1/2 unit
Physical Education (Minimum of one-half (1/2) credit)	1/2 unit
Mathematics (Minimum of four (4) credits) (must include one (1) unit of Algebra II or equivalent of Algebra II or one (1) unit of advanced computer science. Parents must sign a written statement acknowledging that not taking Algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for Algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.)	4 units
Science (Minimum of three (3) credits) (must include one (1) unit physical sciences, one (1) unit of life sciences, and one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)	3 units
Social Studies (Minimum of two (2) credits) (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations)	3 units
History and Government (Minimum of one (1) credit) (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)	
Electives (Minimum of five and a half [5.5] credits), as follows:	
Must include one (1) or any combination of a foreign language, fine arts*, business, career-technical education, family and consumer sciences, technology which may include computer science, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress under title 10 of the United States Code, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required.	5 1/2 units
Business or Technology	1/2 ~~unit~~

* Students must complete at least two (2) semesters of fine arts during grades 7-12 unless a student is considered to be in a career-technical track, as provided by O.R.C. 3313.603.

For the Classes of 2026 and Beyond

<u>Subject</u>	<u>Units Required</u>
<u>English Language Arts (Minimum of four (4) credits)</u>	<u>4 units</u>
<u>Health (Minimum of one-half (1/2) credit)</u>	<u>1/2 unit</u>
<u>Physical Education (Minimum of one-half (1/2) credit)</u>	<u>1/2 unit</u>

Mathematics (Minimum of four (4) credits) (must include one (1) unit of Algebra II or equivalent of Algebra II or one (1) unit of advanced computer science. Parents must sign a written statement acknowledging that not taking Algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for Algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.)

4 units

Science (Minimum of three (3) credits) (must include one (1) unit physical sciences, one (1) unit of life sciences, and one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)

3 units

Social Studies (Minimum of two (2) credits) (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations)

3 units

History and Government (Minimum of one (1) credit) (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)

Electives (Minimum of five and a half [5.5] credits), as follows:

5 1/2 units

Must include one (1) or any combination of a foreign language, fine arts*, business, career-technical education, family and consumer sciences, technology which may include computer science, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress under title 10 of the United States Code, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required.

Financial Literacy

1/2 unit

For All Classes

All students must receive instruction in economics and financial literacy during Grades 9 - 12. Additionally, all students must receive instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator from an approved source during Grades 9 - 12, unless the student is exempted from such training due to a disability or by written request of the parent.

Students who achieve an industry credential or license that requires an examination shall not be required to take additional technical assessments. If the student does not participate in licensure or license examination, the student shall take the applicable technical assessments. Students must attain specified scores on assessments as required to demonstrate workforce readiness on a nationally recognized job skills assessment in order to obtain a diploma.

Certain students are not required to take the college and career readiness assessments administered to all eleventh (11th) grade students:

- A. students who demonstrate they are remediation-free on the English, math and reading nationally-recognized assessments prior to the administration of the college and career readiness assessments;
- B. students with significant cognitive disabilities who take an alternative assessment and students with intellectual disabilities in accordance with State guidance; and

- C. Limited English proficient students enrolled in United States schools for less than two (2) years for whom no appropriate accommodations are available.

Students may take the assessment even if they are not required to do so.

The Board shall affix the State of Ohio Seal of Biliteracy to the diplomas of students who achieve all the requirements in an eligible language as established by the Ohio Department of Education. A student may be required to pay a fee to demonstrate proficiency in a language, which may include the cost of a standardized test.

Physical Education Waiver

Students who have participated in interscholastic athletics, marching band, show choir, or cheerleading for at least two (2) full seasons as defined in the Student handbook, while enrolled in grades 9 through 12, and as documented by the Principal or his/her designee may be excused from the high school physical education requirement. Students electing such an excuse shall complete one-half (1/2) unit of at least sixty (60) hours of instruction in another course of study which is designated by the Board as meeting the high school curriculum requirements.

Credit may be earned by:

- A. completing coursework;
- B. testing out of or demonstrating mastery of course content; or
- C. pursuing one (1) or more educational options in accordance with the Center's Credit Flexibility Program.

Credit may be earned at an accredited post-secondary institution through College Credit Plus (CCP).

Every high school may permit students below the ninth grade to take advanced work for credit. This work shall count toward the graduation requirements if it was both:

- A. taught by a person who possesses a license/certificate issued under State law that is valid for teaching high school;
- B. designated by the Board as meeting the high school curriculum requirements.

State Graduation Requirements

The District will comply with State Board of Education requirements for graduation. Students shall earn required credits for graduation in the appropriate subject areas, and achieve one (1) of the pathways as summarized below (available pathways change and are specific to each graduating class):

Class of 2019 through Class of 2022

Students who have entered ninth grade before July 1, 2019, shall earn required credits for graduation in the appropriate subject areas, and achieve one (1) of three (3) pathways:

- A. earning a State Board of Education approved, industry-recognized credential or group of credentials and achieve the required score on a workforce readiness assessment selected by the State; or
- B. earning a cumulative score on subject-specific end of course exams equal to State Board requirements for the year of graduation; or
- C. earning remediation-free scores in English language arts and math on a nationally recognized college admission exam such as ACT or SAT.

Students in the graduating classes of 2019 and 2020 may be eligible for graduation by completing two (2) additional alternative pathways.

- A. Academic Pathway. Take all end-of-course examinations and retake examinations in English Language Arts or Math at least once if the student received a score lower than a three (3), plus meet at least two (2) of the following conditions:
 1. attain an attendance rate of at least ninety-three percent (93%) during twelfth-grade year (not available for students who enter ninth grade after July 1, 2016)
 2. take at least four (4) full-year or equivalent courses during twelfth grade and obtain a grade point average of 2.5 on a 4.0 scale during twelfth grade (students who entered ninth grade between July 1, 2016, and June 30, 2017, must obtain this GPA during eleventh grade as well)
 3. complete a capstone project during twelfth grade in accordance with District administrative guidelines (capstone projects for students who entered ninth grade between July 1, 2016, and June 30, 2017, must comply with guidance to be developed by the State)
 4. complete 120 hours of work in community service in accordance with District administrative guidelines (community service approved for students who entered ninth grade between July 1, 2016, and June 30, 2017, must comply with guidance to be developed by the State and be both approved and verified by the District)

5. earn three (3) or more transcribed credit hours under the College Credit Plus Program at any time during high school
6. pass an Advanced Placement or International Baccalaureate course and receive a score of three (3) or higher for an AP examination or four (4) or higher for an International Baccalaureate examination during high school
7. earn a level three (3) score for each of "reading for information," "applied mathematics," and "locating information" components of the job skills assessment selected by the State Board
8. obtain an industry-recognized credential or a group of credentials equal to at least three (3) total points
9. satisfy conditions required to receive an OhioMeans-Jobs-readiness seal

B. Career Technical Pathway

Take all end-of-course examinations; complete a career-technical training program approved by ODE that includes at least four (4) career-technical courses, and meet one (1) of the following conditions:

1. demonstrate successful workplace participation with 250 hours of workplace experience and evidence of regular, positive evaluations from the employee or supervisor and a representative of the School District
2. obtain an industry-recognized credential or group of credentials equal to at least twelve (12) points
3. attain a cumulative score of at least proficient on career-technical education assessments or test modules required for the program

Class of 2023 and Beyond

Students who enter ninth grade after July 1, 2019, must satisfy the following two (2) requirements. The Board of Education permits students who enter ninth grade before July 1, 2019, to earn a diploma if they meet these requirements as an additional pathway to graduation.

A. Earn at least two (2) State diploma seals, one (1) of which must include:

1. Seal of Biliteracy;
2. OhioMeansJobs-readiness Seal; or
3. State Diploma Seal in one (1) of the following areas: Industry-recognized Credential Seal; College-ready seal; Military Enlistment Seal; Citizenship seal; Science Seal; Honors Diploma Seal; Technology Seal.

The Board offers the following additional seal(s) in accordance with adopted administrative guidelines: Community Service Seal; Fine/Performing Arts Seal; Student Engagement Seal.

B. Attain a competency score on each of the Algebra I and English Language Arts II end-of-course examinations. Students who receive a proficient score on Algebra I or English Language Arts prior to entering high school will fulfill this requirement and will not be required to retake the exams. Students who fail to attain the competency score in either subject will be offered remedial support and will be required to retake the exam(s) at least once. A student who fails to achieve the competency score a second time may demonstrate competency in the failed subject area by completing one (1) of the following:

1. earn course credit through College Credit plus in that subject;
2. provide evidence of enlistment in a branch of the armed services of the United States; or
3. complete two (2) of the following options, with at least one (1) of the options being a foundational option
 - a. **Foundational Options:** earning a score of proficient or higher on three (3) or more State technical assessments; obtaining an industry-recognized credential; completing a pre-apprenticeship or apprenticeship in a chosen career field; providing evidence of acceptance into an apprenticeship program after high school that is restricted to participants eighteen (18) years of age or older.
 - b. **Supporting Options:** completing 250 hours of a work-based learning experience with evidence of positive evaluations; obtaining an OhioMeansJobs-readiness seal; attaining a workforce readiness score selected by the State.

An honors diploma shall be awarded to any student who meets the established requirements for graduation or the requirements of his/her IEP; attains the applicable scores on the tests required by the State Board of Education to graduate; and meets any additional criteria the State Board may establish.

Participation in commencement exercises is a privilege and not a right. Commencement exercises will include only those students who have successfully completed requirements for graduation as certified by the high school principal, those students who have been deemed eligible to participate in such exercises in accordance with the terms of their IEP, or students who have successfully completed all local graduation requirements except for the completion of a state-required pathway. Students who have completed all local graduation requirements except for the completion of a state-required pathway and participate in commencement exercises will not receive their high school diploma; rather, they will receive a certificate of attendance. A student may be denied participation in the ceremony of graduation when personal conduct so warrants. However, no student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure.

The Board also shall grant a diploma of adult education to all District residents over the age of twenty-one (21) who meet the requirements established by the State Board of Education.

Revised 2/8/10
Revised 7/12/10
Revised 10/14/13
Revised 2/10/14
Revised 5/11/15
Revised 4/10/17
Revised 7/10/17
Revised 9/9/19
Revised 10/14/19
Revised 4/13/20

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Legal

R.C. 3313.60, 3313.6021, 3313.603, 3313.61, 3313.611, 3313.6111, 3313.614

R.C. 3313.615, 3313.617, 3313.618, 3313.647, 3313.903, 3323.08

R.C. 3301.07, 0710, 0711

A.C. 3301-41-01, 3301-13-01 to 07

Wadsworth City Schools
COST/BENEFIT ANALYSIS

Description of new program, course, or service:

The Math Department is recommending that the Honors Precalculus course be replaced with AP Precalculus.

Clearly stated goals and objectives:

According to the College Board, schools can begin offering AP Precalculus in the 2023-2024 academic year. The first AP Precalculus Exam will be administered in spring 2024. This course can be offered in place of our current Honors Precalculus. We would continue to offer the academic Precalculus for those students not wishing to take AP.

Impact on staffing:

There will be no impact on staffing.

Provisions for In-service:

Teachers interested in leading an AP Precalculus course can sign up for a [2023 AP Summer Institute](#), a four-day professional learning experience that provides detailed training on the course framework, exam, and AP instructional supports. Additional one-day professional learning workshops will also be available.

The math department does recommend that the teacher who teaches this AP Precalculus should attend the 2023 AP Summer Institute.

Impact on other programs, services, courses:

Changing Honors Precalculus to AP Precalculus should not impact any other programs or services. It may encourage some students to take AP Precalculus to earn college credit upon passing the AP Exam.

Description of the evaluation process:

We will need to look into whether an AP Precalculus textbook is available or not. We just purchased new textbooks this year and we may be able to use these and supplement with any content that is needed to meet the AP requirements.

Involvement of those affected by the implementation:

Teachers-no change

Mrs. Allison Parsons currently teaches the Honors Precalculus. She supports the change to AP Precalculus. She is also willing to attend the 2023 AP Summer Institute.

By changing from Honors Precalculus to AP Precalculus, students would now have the opportunity of earning college credit upon passing the AP Exam at the end of the year. This was not an option for students taking Honors Precalculus in the past. The current enrollment for 2022-2023 in Honors Precalculus is 86.

Tangible/Intangible Costs:

We will have the cost of the 4-day summer institute for Mrs. Allison Parsons and we will most likely need to purchase approximately 90 textbooks that align with the AP Precalculus curriculum.

Tangible/Intangible Benefits:

Students would benefit by receiving college credit upon passing the AP Precalculus Exam. This would also prepare them to take AP Calculus the following year.

Wadsworth City Schools
COST/BENEFIT ANALYSIS

Description of new program, course, or service:

The Math Department is recommending that we offer CCP Calc II and CCP Calc III beginning with the 2023-2024 school year.

Learning Outcomes for 3450:222 Analytic Geometry and Calculus II

Students are expected to be able to:

- Communicate mathematical results through the proper use of mathematical notation and words
- Use basic integration techniques, including substitution, integration by parts, trig integrals, trig substitution, and partial fractions
- Apply integration techniques to solve problems regarding volume, surface area, length of a curve, and other applications
- Understand sequences and series, including tests of convergence and divergence of series
- Work with power series and Taylor series and their basic properties
- Understand parameterized curves and polar coordinates.

Learning Outcomes for 3450:223 Analytic Geometry and Calculus III

Students are expected to be able to

- Communicate mathematical results through the proper use of mathematical notation and words
- Describe the geometry of $\mathbb{R}^3$ and use vector analysis to characterize motion along curves
- Find partial derivatives, directional derivatives and gradient vectors
- Solve optimization problems on a closed, bounded domain and on a constraint curve (Lagrange Multipliers)

- Set up and evaluate line integrals, and double and triple integrals (in rectangular, polar, cylindrical and spherical coordinates)
- Set up and evaluate integrals involving the main theorems of vector calculus.

Clearly stated goals and objectives:

We currently have 33 juniors in AP Calculus AB (Calc I). We would like to offer CCP Calc II and CCP Calc III so that those students can continue to take their math here at Wadsworth High School.

Impact on staffing:

We currently have math teachers on staff that are certified to teach CCP classes. Mark Postak is certified to teach CCP and he is willing to teach CCP Calc II and CCP Calc III. He currently teaches Honors Calculus with Precalculus, AP Statistics, and Honors Algebra 2.

CCP Calc II would be offered in the Fall of each school year and CCP Calc III would be offered in the Spring of each school year. We would probably need 2 sections of each if the majority of the 33 juniors decide to continue on with these two classes.

This could impact our need for additional teaching periods in the math department.

Provisions for In-service:

We are hoping that Mark Postak can audit a Calc II and Calc III course from the University of Akron/Wayne or Main Branch. This would familiarize him with the textbooks and materials they are using as well as the University expectations.

Impact on other programs, services, courses:

At the high school, students are required to take 4 credits of math for graduation. CCP Calc II and CCP Calc III will be a fifth and sixth math class for these students. (Possibly a 6th and 7th math class if they took AP Stats.)

Description of the evaluation process:

Being CCP courses, we would be required to use the same textbooks that UA Wayne campus uses.

Involvement of those affected by the implementation:

Teachers- Mark Postak would need to prepare for 2 new preps for next year in addition to the other classes he will be teaching.

Students- Those students who are in AP Calc AB would now have the opportunity to take CCP Calc II and CCP Calc III here at Wadsworth High School. They would not need to travel to a university or take the classes online.

Tangible/Intangible Costs:

Tangible: Purchase of approximately 25-33 textbooks. It would also cost the district approximately \$41 per credit hour per student if the courses are taught by a Wadsworth teacher. CCP Calc II and CCP Calc III are each 4 credit hour classes costing the district approximately \$164 per student per class.

Intangible: The time it will take the teacher to prepare for 2 new preps since this class has never been offered here at Wadsworth High School before.

Tangible/Intangible Benefits:

By offering CCP Calc II and CCP Calc III, our highest achieving math students would now be able to take all of their calculus classes prior to entering college. These students could earn college credit for their AP Calc AB course, CCP Calc II, and CCP Calc III.

WADSWORTH CITY SCHOOLS | 2023-2024 CALENDAR

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

This Memorandum of Understanding is entered into this 3rd day of November 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, Appendix D of the Agreement details the Supplemental Salary Schedule.

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

1. The following supplemental contract will be added to Appendix D, starting in the 2022-2023 school year:

<u>Title:</u>	<u>Percentage of Pay (% listed is a % of the base salary):</u>
Fine Arts Festival Logistics Coordinator	1.0%

The job description for the position can be viewed by clicking [here](#).

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

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

Rob Earle, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Stephine Schmeltzer, WEA Co-President

**CLIENT AGREEMENT
FUNDING YEAR 2023
(7/1/2023- 6/30/2024)**

This Agreement is made and entered into by and between ABC E-Rate, LLC, an Ohio Limited Liability Company ("Company") of Columbus, Ohio and Wadsworth City School District ("Client").

I. CONSULTING SERVICES

Company agrees to provide Client consulting services as further described in the attached Exhibit A to obtain funding under the Federal E-Rate Program, subject to the terms and conditions contained in this Agreement.

II. TERM OF AGREEMENT

The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement and ending on June 30, 2024.

III. FEES AND PAYMENT

- A. Client shall pay Company for all fees billed by Company for consulting services provided to Client under this Agreement and understands that all fees are due to Company upon receipt of each invoice presented to Client.
- B. The fee for all consulting services provided under this Agreement is indicated in the Addendum to this Agreement. Client agrees to pay the fee in accordance with the terms of each invoice presented to Client.
- C. In the event that Client terminates this Agreement prior to the termination date as described in Section II (A) above, any fees paid to Company shall be non-refundable and shall be deemed to have been earned by Company. Client shall pay all invoices for services provided prior to termination immediately upon the effective date of termination of this Agreement. Nothing herein waives Client's right to dispute whether services were satisfactorily provided by Company.

IV. PERFORMANCE

- A. Company shall furnish consulting services selected by Client in the manner described in Exhibit A of this Agreement.
- B. The Client shall undertake its obligations as set forth in Exhibit A of this Agreement and shall cooperate with Company in all respects to enable Company to timely and accurately perform the services.
- C. Client understands that ABC E-Rate and its representatives will not participate in any way in the competitive bid process to select the vendors that will provide the products or services for which funding is requested under the Federal E-Rate program.

V. WARRANTIES AND LIMITATIONS ON LIABILITY

- A.** Company shall be liable to Client for failure to provide any services only if such failure is due to the negligence or intentional misconduct of Company or its agents.
- B.** It is agreed that Company shall not be liable for any damages incurred as a result of the errors or omissions of Client, its personnel, employees, agents or users. Company shall not be liable for failure to perform if such failure is due to causes or conditions beyond its control.
- C.** The time for performance of any right or obligation, if delayed by any party hereto, shall be cause for the non-delaying party to delay performance of its obligations for a period equal to the original delay unless otherwise agreed, in writing, by the parties.
- D.** Company warrants that the services provided under this Agreement are fit for the purpose for which they are offered and contracted. In no event will the Company be liable for any compensatory special, incidental, consequential, or exemplary damages, including, without limitation, loss of use, loss of profits, or claims of third parties, except as provided in Paragraphs V. A. and V. C.

VI. NOTICES

All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Company:

Company:	ABC E-Rate, LLC
Contact Name:	Randy Black
Street Address:	
City/State/Zip:	
Office/Cell:	
Email:	randy@abcerate.com

2. If to Client:

Client:	Wadsworth City School District
Contact Name:	Phil Luthman
Address:	524 Broad St.
City/State/Zip:	Wadsworth, OH 44281
Phone:	330.336.3571
Email:	pluthman@wadsworthschool.org

VII. CONFIDENTIALITY OF INFORMATION

Company shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Client, except for any personally identifiable student information which is covered by the following paragraph:

The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to the parties. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information are trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

VIII. GENERAL PROVISIONS

- A. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
- B. Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of any such provisions, nor to effect either the validity of this Agreement, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement. No waiver or any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- C. Captions.** The captions in this Agreement are inserted as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- D. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- E. Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- F. Controlling Law.** This Agreement, for all purposes, shall be construed in accordance with the laws of Ohio without regard to conflicts-of-law principles. Any action or proceeding by either party to enforce this Agreement shall be brought only in a state or federal court located in the state of Ohio, county of Franklin. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

- G. Construction.** When used in this Agreement, the word “including” shall mean including without limitation. Whenever the singular number is used herein and when required by context, the same shall include the plural, and the masculine, feminine, and neuter genders shall each include the others, and the word “person” shall include corporation, firm, partnership, joint venture, trust, or estate.
- H. Survival.** The terms, provisions, representations, and warranties contained in this Agreement shall survive the performance of consulting services. Payment for consulting services shall not be subject to any condition precedent.
- I. Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the services contemplated by this Agreement.
- J. Attorney’s Fees.** In the event that litigation is instituted between any of the parties in connection with any controversy or dispute arising from, under, or related to this Agreement, the judgement therein shall include a reasonable sum (not to exceed \$2500) to be paid to the prevailing party for and on account of attorney’s fees and costs incurred in such litigation.
- K. Entire Agreement.** This Agreement, including all attachments and addenda that are attached or referenced herein or incorporated by reference at a later date, sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and therein superseded by this Agreement.
- L. Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties’ own choosing in the negotiation and execution of this Agreement.

By signing below, Signatory of Client ("Signatory") certifies authorization to sign on behalf of Client and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of Exhibit A and the Addendum attached and incorporated herein by reference. Signatory certifies that all information provided by Client in connection with this Agreement is true and accurate. Signatory further certifies that the Agreement has been approved by formal action of Client's governing body, if required under that body's policy.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CLIENT:

Printed Name of Client

Printed Name of Authorized Representative of Client

Date

Signature of Authorized Representative of Client

CONSULTANT: ABC E-Rate, LLC:

Randy Black

Printed Name of Authorized Representative

09/19/2022

Date



Signature of Authorized Representative

EXHIBIT A

ABC E-Rate Consulting Services

- ABC E-Rate manages the entire process, except the vendor selection process and establishing direct deposit via the Form 498, which is required to obtain the funding approved by the Schools and Libraries Division (SLD) from Client's service providers.
- Through its ongoing communications with Client, ABC E-Rate provides guidance to Client related to the timing and structure of technologies to be acquired by Client in the future, as they relate to E-Rate funding eligibility.
- Client benefits from ABC E-Rate's established relationships with:
 - USAC Schools and Libraries Division (Data Entry, Help Desk, and Program Integrity Assurance departmental contacts)
 - Service provider E-Rate departments
- The ABC E-Rate staff maintains its knowledge base of implemented FCC Rules and Regulations for the E-Rate Program and stays up-to-date on pending rule changes that impact the following areas:
 - Eligible Services List published annually
 - Instructions for E-Rate forms
 - E-Rate Program rules
 - Funding Year application submission deadlines
- ABC E-Rate completes all FCC-required forms for the E-Rate Program, including, but not limited to:
 - Form 470
 - Form 471
 - Form 486
 - Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection Act Form 479
 - Billed Entity Applicant Reimbursement Form 472
 - Adjustment to Funding Commitment and Modification to Receipt of Service Confirmation Form 500
 - Service Provider Change Request, if necessary
 - Appeals process documentation, if necessary
- ABC E-Rate review process
 - ABC E-Rate representatives will assist with reviewing previous applications and funding decisions and projecting future purchases that are E-Rate eligible.
 - **Form 470 Process**
ABC E-Rate representatives will prepare the Form 470 application(s) based on the information supplied by the Client. Prior to formally submitting the Form 470(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 470 via the EPC portal. The SLD will assign an Allowable Contract Date to the Client's application.

The Client is responsible for the vendor selection process. The Client will select all applicable vendors after the conclusion of the required 28-day bid process and is responsible for selecting vendors that are authorized as service providers under the Federal E-Rate Program for all funding categories. Client is responsible for retaining all bidding documentation for 10 years.

- **Form 471 Process**

The Client must allow 28 days to pass before selecting its service providers and/or signing any contracts pursuant to the posted Form 470(s). Once all agreements are finalized, ABC E-Rate will prepare the Form 471(s). At this point, the Client must provide to ABC E-Rate the final poverty data in order to finalize the Client's discount level. Prior to formally submitting the Form 471(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 471 via the EPC portal.

- **Form 486 Process**

Upon receiving a Form 471 Funding Decision Letter, ABC E-Rate will begin the Form 486 process. Based on each Funding Request Number funding decision, ABC E-Rate will prepare the Form 486 for the appropriate service providers with the appropriate CIPA certifications if necessary. Where applicable, ABC E-Rate will assist the Client in the Form 479 CIPA Certification process. Prior to formally submitting the Form 486(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 486(s) via the EPC portal. Once these forms are reviewed and certified by the SLD, the Client can receive reduced invoice(s) from the service provider if the service provider offers this option.

- **Form 479 Process**

The Form 479 may be required if the Client applying for E-Rate funding is classified as a Consortium by SLD. ABC E-Rate will assist the Client in determining the necessity of the Form 479.

- **Form 472 Process**

The Form 472 (also known as the BEAR Form) is the final step prior to receiving the approved discounts transferred into your bank account. Based on each Funding Request Number, ABC E-Rate will prepare the Form 472(s) for the appropriate service providers. Prior to formally submitting the Form 472(s), Client personnel must review and approve the form(s). An authorized Client representative must certify the Form 472(s) via the EPC portal. Client must have completed and certified the Form 498 to receive their E-Rate reimbursement payments.

The Client is responsible for completing and certifying the Form 498 to enable the distribution of reimbursement funding via direct deposit.

- **Form 500 Process**

The Form 500 is required when certain adjustments are necessary for any Funding Request Numbers such as funding commitment amounts or service start/stop dates. This form notifies the SLD of these significant modifications. Prior to formally submitting the Form 500(s), Client personnel must review and approve the application(s). An authorized Client representative must sign the signature page to complete the Form 500 process. ABC E-Rate will send the completed forms to the SLD.

ADDENDUM TO CLIENT AGREEMENT
CLIENT: WADSWORTH CITY SCHOOL DISTRICT
FUNDING YEAR: 2023

Consulting Services

Company will provide to Client the service(s) indicated below. Client agrees to pay the total fee listed below for such consulting service(s).

E-Rate Consulting Services for:

Category 1 (Internet Access and/or Data Transmission)

Category 2 (Internal Connections, Basic Maintenance of Internal Connections,
And Managed Internal Broadband Services)

ABC E-Rate, LLC Fee Schedule

Client agrees to pay Company the following:

- Category 1 application: 9% of projected funding. Not to exceed \$4000.
- Category 2 application: 3% of approved funding. Minimum fee is \$500.

- Category 1 fee will be due in full 30 days after the close of the Form 471 filing window (approximately April 30).
- Category 2 fee will be due in full when the Funding Commitment Decision Letter is issued.

WADSWORTH CITY SCHOOLS
ACCOUNTS PAYABLE & PAYROLL SPECIALIST

JOB DESCRIPTION

Title: Accounts Payable and Payroll Specialist

Reports To: Treasurer

Employment Status: Full Time

W.E.S.P.A. Status: Exempt

General Description:

Conduct accounts payable and payroll operations in support of the Office of the Treasurer. Utilize available technology, organizational skills, and human relations skills to ensure the efficient, organized, and professional completion of all tasks associated with administrative offices. Promote safety practices and procedures consistent with OHSA, PERRA, and Ohio Administrative Code.

Qualifications:

1. Work on your own and follow through on a project.
2. Detail-oriented.
3. Able to work with interruptions.
4. Phone and people skills.
5. Able to be a team player and help others as needed.
6. Physically able to do the work.
7. High school graduate with business office experience. Fiscal operations experience and an associate's degree in business are preferred but not required.
8. Working knowledge or ability to learn the use of USAS-r and USPS-r state software.
9. Ability and willingness to carry out both oral and written directions/policies.
10. Ability to work with a variety of individuals including, but not limited to, students, teachers, parents, and administrators.
11. Able to perform all items as listed in the essential duties.
12. Demonstrate good communication skills, both oral and written.
13. Demonstrates an interest in job-related technology and maintains a desire to "stay current" with advances in technology.
14. Willingness to adapt and learn as new technologies, methodologies, and policies are introduced.
15. Validation of qualifications as determined by an interview.
16. Other relevant criteria as determined by the Board of Education, Superintendent and/or designee may find appropriate is acceptable.

Required Knowledge, Skills, and Abilities:

1. Knowledge of accounting practices.
2. Organizational and problem-solving skills.
3. Ability to work effectively with others.

4. Ability to communicate ideas and directives clearly and effectively, both orally and in writing.
5. Effective, active listening skills
6. Records management skills.
7. Experience in payroll and accounts payable procedures preferred.

Essential Duties:

1. Handle routine telephone calls and visitors.
2. Process purchase orders.
3. Invoice accounts payable, process and cut checks, mail out checks, and process ACH payments.
4. Add vendors, process student activity funds, post requisitions, and make deposits as directed.
5. Assists the Payroll Supervisor with the management of the payroll system.
6. Assists the Payroll Supervisor with reporting payroll to the necessary agencies when requested by the Treasurer.
7. Works cooperatively with auditors; initial contact for audit and GAAP reporting.
8. Handle confidential matters for the Treasurer.
9. Operate office machines such as copiers, calculators, computers, and software required.
10. Maintain respect at all times for confidential information.

Other Duties:

1. Conduct other duties as assigned by the Treasurer or Assistant Treasurer, or requested by the Superintendent and/or mandated by law.
2. Promote safety practices and procedures consistent with OSHA and PERRA Standards.

Equipment Operated:

Operate, as directed, all equipment related to the position that may include but is not limited to:

1. Multi-line telephones.
2. Copy machines, adding machines, and calculators.
3. Window-based computers and printers.

Additional Working Conditions:

1. Occasional exposure to blood, bodily fluids, and tissue.
2. Occasional interaction among unruly children.

Terms of Employment:

The Wadsworth Board of Education, in accordance with the Board policy and the Hourly Exempt Employee Benefits Provision Manual, determines salary, work year, and terms and conditions of employment.

Evaluation:

The administration/supervisors, in accordance with the provisions of the Wadsworth Board of Education, will evaluate the performance of this position.

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

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

Superintendent or Designee

Date

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

Signature

Date

TITLE: Accounts Payable and Payroll Specialist

Created Date: October 2022

JOB DESCRIPTION

POSITION: Fine Arts Festival Logistics Coordinator

RESPONSIBLE TO: Administrator(s) in charge of Fine Arts Festival

GENERAL RESPONSIBILITIES:

1. Work with art teachers to order the supplies needed for the FAF.
2. Create and provide postcards to teachers that are used to notify parent/guardian(s) that their child's work will be on display at the FAF.
3. Create flyer that will be used to publicize the FAF.
4. Work with art teachers to determine the floor layout for the FAF.
5. Assist with set-up of the FAF the day before the event.
6. Be in attendance for the entire FAF.
7. Assist the judges with logistical details during the FAF.
8. Assist with teardown of the FAF on the last day of the event.
9. Attend any FAF meetings scheduled before, after, or during the FAF.

The Fine Arts Festival Logistics Coordinator will assist in the above activities, as needed, and be directed by the administrator(s) in charge.



HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

August 1, 2020 to July 31, 2023

Revised ~~January~~ November 2022

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

DECLARATION

The following benefit provisions apply to all those persons employed by the Board of Education and officially classified as an Hourly Exempt Employee, “HEE”. The following positions are classified as HEE for the purpose of this Benefit Provision:

Accounts Payable & Payroll Specialist

Administrative Assistant to the Superintendent

Assistant to the Superintendent and Communication Specialist

Administrative Assistant to the Director of Instruction and Professional Development

Administrative Assistant to the Treasurer

Administrative Assistant to the Assistant Superintendent

Licensed Practical Nurse

Medical Assistant

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

WAGE RANGE & SCHEDULE

	2020-2021		2021-2022		2022-2023			
Position	Low	High	Low	High	Low	High	Days	Hr/day
Accounts Payable & Payroll Specialist					\$20.00	\$27.00	260	8
Administrative Assistant to the Superintendent	\$24.10	\$30.66	\$24.70	\$31.42	\$25.44	\$32.37	260	8
Administrative Assistant to the Treasurer, Administrative Assistant to the Assistant Superintendent	\$22.68	\$28.84	\$23.25	\$29.56	\$23.95	\$30.45	260	8
Administrative Assistant to the Director of Instruction /PD	\$22.68	\$28.84	\$23.25	\$29.56	\$23.95	\$30.45	Varies	Varies
Licensed Practical Nurse	\$26.75	\$32.98	\$27.42	\$33.81	\$28.24	\$34.82	As needed	
Medical Assistant	\$20.06	\$26.30	\$20.56	\$26.96	\$21.18	\$27.77	As needed	
*Hourly Employees with a 2- or 4-year degree applicable to their responsibilities will receive an additional \$.45 per hour. This provision does not apply to the LPN.								

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

CALAMITY DAYS

- A. Unless notified otherwise by supervisory personnel or administration, HEE who are contracted to work in excess of two hundred and thirty five (235) or more days are expected to report to work when the school(s) in which they are employed are closed owing to an epidemic or other public calamity. HEE required to work on these days shall be paid one (1) calamity day in addition to their regular pay for each hour actually worked for up to five (5) calamity days. Any calamity day beyond the first five (5) will be paid at straight time.
- B. HEE who work in excess of two hundred and thirty five (235) days shall be paid for regular time lost if said epidemic or calamity prevents them from reporting, or causes them to be late.
- C. HEE who work in excess of two hundred and thirty five (235) days are required to make every reasonable effort to be present to assist in the routine tasks to be performed and in coping with the emergency.

CELL PHONES

Cell phone reimbursements are given to HEEs based upon the following:
Licensed Practical Nurses who float between buildings. \$11/month for cell phone minute package; \$30/month for data package; \$492 total annually

COMPENSATION SYSTEM (YEARLY)

CONCEPT

Each administrator and exempt employee has a base salary or hourly rate, the starting point of which is determined at his/her date of hire (see description below). Each year the Board of Education will determine a dollar amount available for raises to administrators and exempt employees. If the Board of Education determines money is available, the Superintendent will be responsible for determining how the money will be distributed to the employees. The Superintendent will determine a base percentage increase that will be given to all employees. In addition to the uniform base percentage increase, an additional uniform percentage will be available for employees who have met

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

their performance goals and have the highest rating possible on their summative evaluation for the year (see description below). Within the parameters written above, the total compensation increase an employee receives in a given year cannot exceed the top of the salary range for his/her position in the year in question.

HIRING SALARIES/HOURLY RATE

The determination of the appropriate starting salary or hourly rate for new hires will be made by the Superintendent. Starting salaries or hourly rates should be at, or toward, the minimum of the assigned salary or hourly rate range (as found in the appropriate Benefit Provision Manual). A starting salary or hourly rate which is higher than the minimum assigned salary or hourly rate range may be granted for such reasons as education and/or work experience directly applicable to the job which exceeds the minimum qualification requirements, a competitive market situation, a special or specific talent, etc. Salary or hourly rate levels of current District employees should also be considered in determining new hire salaries or hourly rates.

ATTAINMENT OF PERFORMANCE GOALS

At the beginning of each school year, the employee will set a minimum of two (2) performance goals collaboratively with his/her direct supervisor. In years where the Board of Education has allocated money for raises, employees who meet their performance goals and who have the highest rating possible on their summative evaluation for the year will receive the additional uniform percentage available.

Whether an employee has met his/her performance goals is determined by the direct supervisor, in consultation with the Superintendent, and involves a portfolio based system that provides supporting evidence of results/outcomes.

SALARY/HOURLY RATE STRUCTURE ANALYSIS

In response to market trends, the salary/hourly rate structures should be reviewed and updated, as appropriate. A market analysis should be completed using comparable school districts in our area.

RATIONALE

This system allows for performance-based financial incentives while creating an atmosphere where everyone can “win” if they have met their performance goals and have achieved at the highest level on their summative yearly evaluation. Performance goals

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

and the evaluation instrument are known to the employee from the beginning, thus eliminating to a great degree the idea of a supervisor being “arbitrary” with decisions that are made. All of this is done within the dollar amount allocated by the Board of Education.

DISCIPLINARY PROCEEDINGS

Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination.

EVALUATION

- A. All HEE will be formally evaluated at least once each year by May 15 for HEE with less than two hundred sixty (260) day contracts, and June 15 for HEE with two hundred sixty (260) day contracts (See Appendix A for a copy of the evaluation instrument).
- B. The purpose of such an evaluation is to promote better understanding of the consistent requirements of each position and expectations of the Administration of the HEE’s productivity and the specific performance objective or targets to be achieved in a period covered by the evaluation and to point out and to attempt to mutually correct any deficiencies the HEE may have in his/her job performance. Expectations will be communicated to the HEE sufficiently in advance of the evaluation to provide an opportunity to meet expectations. Copies of the written evaluation will be given to the HEE evaluated and a copy will be filed in the HEE’s personnel file.
- C. The evaluator shall give the HEE a signed copy of the evaluation at least two (2) workdays prior to the post-evaluation conference. The HEE shall have an opportunity to discuss the evaluation with the evaluator. Where appropriate, suggestions for improvement will be made to the HEE. No HEE shall be adversely evaluated without just cause.
- D. The HEE shall sign the evaluation form, which signifies only that the HEE has seen and discussed the evaluation; the HEE’s signature does not signify agreement with the evaluation. The HEE will have ten (10) workdays after the above conference to notify the evaluator that he/she will file a written response to the evaluation with the Superintendent or designee. The response will be attached to and made part of the evaluation.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- E. An HEE will be evaluated on his/her work performance by his/her immediate supervisor/administrator.

FBI CHECK

The Board shall pay for the cost of any FBI check provided the HEE initiated the background check through central office.

FLEX TIME

Flex time should be used within the pay period it is accrued. If this is not possible, then every effort should be made to use it in the next pay period. The maximum flex time that can be accrued at any one time is twelve (12) hours.

HOLIDAY PAY

- A. Any HEE who is required to work on the day observed as a holiday shall receive time and one half (1 1/2) for all hours worked in addition to pay for the holiday.
- B. Holidays granted and paid are as follows: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day. Good Friday also shall be a paid holiday in years when school is not in session on that day. HEE assigned to work two hundred sixty (260) days or more will also receive Fourth of July, Christmas Eve, and New Year's Eve.
- C. In order to qualify for holiday pay, an HEE must be either working his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday, or be properly excused. Members on unpaid leave shall not be eligible for holiday pay.
- D. In the event a holiday falls on Saturday, Friday will be the paid holiday. If it falls on Sunday, then, Monday will be the paid holiday.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

INSURANCE

GENERAL PROVISIONS

A. Right to Insurance Benefits

In addition to the salary and other payments, the compensation of full-time HEE shall include the insurance benefits provided herein. Full-time is defined as being scheduled to work forty (40) hours per week.

B. Distribution of Insurance Cards

Each HEE shall be issued a current insurance card.

PREFERRED PROVIDER ORGANIZATION (PPO)

A. Method of Payment

HEE shall pay a portion of the monthly premium according to the following schedule:

Single: 9%

Family: 6%

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

B. Specifications

Wadsworth City Schools – Base Plan
Blue Access® (PPO)
Effective 07/01/2018

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$250/\$500	\$1,000/\$1,600
Out-of-Pocket Limit (Single/Family)	\$1,250/\$2,500	\$3,400/\$6,800
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: - allergy injections (PCP and SCP) - allergy testing - MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	\$20/\$20 20% 20% 20%	30% 30% 30% 30%
Preventive Care Services Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No cost share	30%
Emergency and Urgent Care Emergency Room Services - facility/other covered services (copayment waived if admitted) Urgent Care Center Services - MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products - Allergy injections - Allergy testing	\$100 \$25 20% 20% 20%	\$100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	30%
Blue 8.0 500 Series		

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility	20%	30%
Outpatient Surgery Hospital/Alternative Care Facility Surgery and administration of general anesthesia	20%	30%
Other Outpatient Services including but not limited to: - Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. - Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined) - Durable Medical Equipment, Orthotics and Prosthetics - Physical Medicine Therapy Day Rehabilitation programs - Hospice Care - Ambulance Services	20% 20%	30% 20% 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) - Physician Home and Office Visits (PCP/SCP) - Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: - Cardiac Rehabilitation Unlimited - Pulmonary Rehabilitation Unlimited - Physical Therapy: 60 visits - Occupational Therapy: 60 visits - Manipulation Therapy: 12 visits - Speech therapy: 20 visits - Teledoc (Live Health Online)	\$20/\$20 20%	30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² - Inpatient Facility Services - Physician Home and Office Visits (PCP/SCP) - Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	20% \$20 20%	30% 30% 30%
Human Organ and Tissue Transplants³ Acquisition and transplant procedures, harvest and storage.	20%	30%

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 Network Retail Pharmacies: (30-day supply) Home Delivery Service: (90-day supply) Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap	\$10 generic/\$20 preferred brand/\$30 Non-preferred generic & brand \$25 generic/\$50 preferred brand/\$70 Non-preferred generic & brand Rx OOP Max: \$6,525 Single/\$13,050 Family	50%, min \$30⁵ Not covered Rx OOP Max: \$13,050 Single/\$26,100 Family

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). Prescription drug cost shares have a separate out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Plan to exclude coverage for elective abortions.

² We encourage you to review the Schedule of Benefits for limitations.

³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

⁵ Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

WELLNESS RIDER

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

- (1) An annual voluntary onsite biometric screening or physician directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:
 - Non-smoker or participation in a smoking cessation program
 - Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
 - Body Mass Index (BMI)
 - Blood Pressure (BP)

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

(2) Beginning in 2019 and applicable for each subsequent calendar year, HRA credits

shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis:

- Participation in the immediately preceding period's onsite biometrics initiative or physician directed preventive exam.
- Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth \$25/single or \$50/family.
- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.

- (3) For each year after 2018, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits for the following calendar year.

TERM LIFE INSURANCE

A. Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of \$50,000 for each regular, full-time HEE now or hereinafter employed.

B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

C. Right to Purchase Additional Coverage

The Board shall allow an eligible HEE to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be \$50,000 or One Hundred Thousand Dollars \$100,000, at the option of the HEE. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

DENTAL INSURANCE

A. Right to Coverage

The Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage for each full-time HEE now or hereinafter employed, and his/her family.

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B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

C. Right to Change Coverage Status

An HEE may change coverage during the district's open enrollment period or when the employee has a "change in life event" as defined by the insurance carrier.



Delta Dental PPO (Point-of-Service) Summary of Dental Plan Benefits For Group# 1151-5000, 5091

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%

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Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered

Service for people under age 16.

- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age

19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.

- Four periapical and two occlusal X-rays are payable per calendar year.
- Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period.

Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.

- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
- Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
- Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12- month period. Chairside reline and rebase of dentures are payable once in any

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calendar year. Lab reline and rebase of dentures are payable once in a three-year period.

Adjustments of dentures are payable once in any calendar year.

- Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
- Implants and implant related services are payable once per tooth in any five-year period.
- Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Website or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$3,000 per person total per Benefit Year on all services except orthodontics. \$1,500 per person total per lifetime on orthodontic services.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

Eligible People – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

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LEAVE PROVISIONS

SICK LEAVE

- A. HEE shall accrue sick leave as established by the Ohio Revised Code. Sick leave shall be charged as it is used in minimum increments of one-quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. The State mandated accumulation of Sick Leave is also established by the Ohio Revised Code. An HEE shall receive notification of his/her accumulated sick leave with each pay. An HEE who has not yet accumulated sufficient sick leave or who has exhausted sick leave and personal leave shall be credited up to five (5) days of sick leave.
- B. HEE may use sick leave, upon approval of the responsible administrative officer of the employee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and to illness, injury or death in the HEE immediate family. Sick leave may also be used as follows: (1) for pregnancy as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or child birth will not exceed six (6) weeks from date of delivery or eight (8) weeks from the date of delivery for a cesarean section, when documentation of the cesarean section has been provided; (2) for care of a spouse with a newborn baby up to a maximum of five (5) days. If an HEE requires more than five days, he/she will provide written documentation to the Superintendent; and (3) for the death of an aunt or uncle up to a maximum of two days. Babysitting for the HEE children or grandchildren is an inappropriate use of sick leave. When the administration suspects an abuse in the use of sick leave, the administration has the right to require an affidavit from a physician to verify the use of sick leave. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.
- C. Any HEE whose job requires the operation of machinery or motor vehicle and who is on prescription medication that might impact the HEE ability to perform those functions must immediately inform his/her supervisor and provide a physician's statement verifying the member's fitness to operate such machinery or motor vehicle.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- D. The local definition of “immediate family” is:
Spouse of HEE
Children or grandchildren of HEE or of his/her spouse
Parents and stepparents of HEE and HEE’s spouse
Brothers and sisters of HEE and HEE’s spouse
Grandparents of HEE and HEE’s spouse
Son-in-law and daughter-in-law of HEE or of his/her spouse
In the event of death, “immediate family” also includes aunts and uncles.

Any person *in loco* of the above (e.g., anyone residing in the same home with the HEE or any relative who clearly stands in the same relationship with the HEE as any of those so specified). An HEE must provide a written description of the facts on the District absence report form supporting the *in loco* situation.

- E. HEE shall not be charged sick leave when school is not in session or when the HEE is not required to report to work.

SICK LEAVE POOL

1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from HEEs.
2. Each year, no later than October 31, each HEE who has a minimum of ten (10) accumulated sick days may donate one (1) day per year to the Sick Leave Pool by completing the Sick Leave Donation Form and sending this form to the Assistant Superintendent. As the Sick Leave Pool is beginning mid-year during the 2021-2022 school year, a HEE may initially donate up to five (5) days by following the procedure below no later than February 1, 2022.
3. Once a HEE donates sick leave and the form is forwarded to the Assistant Superintendent, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the HEE who donated the sick leave and placed into the Sick Leave Pool.
4. A HEE may use the Sick Leave Pool if the HEE has met all the following criteria:
 - All of the HEE’s sick leave accumulation has been exhausted.
 - The HEE’s absence is due to a catastrophic illness or accident, or long-term illness, any of which must be certified by a doctor of the member.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- The HEE's catastrophic illness or accident or long-term illness has disabled the individual from performing normal job duties for at least ten (10) consecutive workdays and the condition is anticipated to continue fifty (50) continuous workdays from the date of the qualifying condition. Written medical verification of the above shall be required by a licensed medical doctor.
- The HEE has completed the Application to Use Sick Leave Pool.
- The HEE has applied for, or will apply within thirty (30) days from the start of the Sick Leave Pool benefits, for SERS disability or private disability retirement where the medical prognosis is that the HEE will not return to work within a reasonably short time (normally within sixty [60] working days). The Board will provide assistance to the HEE in preparing the disability retirement application, when requested.
- The HEE has:
 1. contributed to the Sick Leave Pool in that same year or contributed to the Sick Leave Pool in past years but is not able to donate at the time because the HEE does not have enough available sick leave to meet the requirements identified above; or
 2. The HEE is in his/her first or second year of employment and does not have enough available sick leave to meet the requirements identified above.
- 5. The Assistant Superintendent will review each new application and determine the eligibility of the applicant consistent with the criteria described above. The application of any member who meets the criteria will be forwarded to the Superintendent for verification and processing.
- 6. In the case of a HEE who has been approved to participate in the Sick Leave Pool, days shall be granted in ten (10)-day increments up to fifty (50) days. Unused days shall be returned to the Sick Leave Pool. If the Sick Leave Pool falls below a value of two thousand dollars (\$2,000.00), a period in addition to the yearly September donation time period can be established in order to ask HEEs to donate sick days to the Sick Leave Pool. In no case can a HEE receive more sick leave days from the pool than are available in the Sick Leave Pool.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

7. Days will be donated and issued based on the per diem at the time of the donation or issuance of the sick leave.
8. The maximum number of Sick Leave Pool days that may be claimed by any one (1) HEE is fifty (50) days for each separate and distinct catastrophic illness, accident or long-term illness as certified by a doctor of the HEE.
9. When a HEE is approved for SERS disability retirement or for private disability insurance benefits during the fifty (50) day Sick Leave Pool period, the HEE must immediately utilize such benefits, and Sick Leave Pool benefits shall cease.

PERSONAL LEAVE

A. Right to Leave

1. HEE shall be eligible for three (3) unrestricted days per school year.
2. HEE will not be charged personal leave on non-work days.

B. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by completing and delivering to the person the HEE directly reports to the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make advance notice impossible, the HEE shall notify the person they report to with his/her intent to use Personal Leave as soon as practicable.

C. Purpose of Leave

It is the intent of this Section to provide HEE with a means of dealing with personal matters that cannot be handled except during school hours.

D. Personal Leave must be taken in minimum increments of one-quarter (1/4) hour.

E. On occasion, special circumstances not covered by the provision above may arise and HEE may wish to request personal leave. Such requests shall be made in writing to the person the HEE reports to who may grant the personal leave on a paid or unpaid basis or may deny the request.

F. An HEE who abuses personal leave will be subject to discipline, up to and including termination.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- G. Any unused personal leave hours at the end of the contract year (June 30) will be paid at the HEE's per diem rate. If the HEE desires to have unused personal leave converted to sick leave in lieu of receiving his/her per diem rate reimbursement for unused personal leave hours, he/she must submit a letter to the Treasurer's office by June 15.

UNPAID LEAVE

- A. Unpaid Leave – Short Term

Unpaid leave of up to ten (10) days at one time may be granted, in writing, by the Superintendent or his designee upon prior written request to the Superintendent or his designee by the HEE. In emergency cases, verbal requests and approval shall be reported, in writing, by the supervisor or administrator granting the request.

- B. Unpaid Leave – Long Term

Upon the written request of an HEE, the Board may grant Unpaid Leaves up to two (2) years in length.

PAID ADOPTION LEAVE

- A. Adoptions in the United States

An HEE is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

- B. Adoptions Outside the United States

If a child outside of the United States is adopted, an HEE will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the HEE and the Superintendent. If both adoptive parents are Board employees, either or both may

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use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed thirty (30) days.

- C. HEE will not be charged adoption leave on non-work days.

UNPAID CHILD CARE LEAVE

- A. Length of Leave

An HEE shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid child care leave and the absence (if any) charged to sick leave shall not exceed six (6) months. Unpaid child care leave shall start at the end of the use of sick leave (if any) and will expire no later than the end of the sixth month following the child's birth or date of adoption.

- B. Eligibility for Leave

An HEE wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5th) month of pregnancy or within four (4) months of pending adoption date.

- C. Right to Return from Leave

1. An HEE who has elected not to take additional leave shall return to work as soon as the period of actual physical disability has ended. The HEE will notify the Superintendent in writing, of the date of her expected return as far in advance as possible.
2. An HEE who uses an additional unpaid leave for child care shall return on the date specified in the notice of intent to use the unpaid leave.

- D. Rights While on Leave

An HEE who is absent on unpaid child care leave shall have the same rights, and only those rights, while on leave and upon returning from leave as any other HEE who is absent on unpaid leave pursuant to Ohio Revised Code.

- E. Insurance Coverage While on Leave

An HEE on unpaid child care leave may continue all insurance coverage provided. Such coverage will be at his/her own expense unless otherwise

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required by statute. Payment for such coverage shall be made monthly by the HEE to the Treasurer.

JURY DUTY

An HEE shall be granted time off for jury duty actually served during work hours and shall suffer no loss of pay. If an HEE has served on jury duty in excess of four (4) hours in a given day, the member need not report to work. Similarly, if an HEE has worked four (4) hours of his/her shift prior to reporting to jury duty, the HEE need not return to work. The HEE may keep any payment received for jury duty. Documentation of jury duty actually served must be submitted to the appropriate supervisor.

LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

Any HEE who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. A summons or subpoena issued because of a student's custody issue is considered to be job related. A HEE receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons issued because of a non-job related issue. If the HEE has exhausted his/her personal leave, and is summoned for something that is not job related, leave pursuant to summons or subpoena may be used in order to comply with the summons.

C. Leave not Covered

An HEE is not eligible for leave under this Section if the HEE is a party to the legal proceeding.

D. Duty to Report

If the HEE responsibility under the summons or subpoena requires the HEE participation in excess of four (4) hours in a given day, the member need not report to work. Similarly, if the HEE has worked four (4) or more hours of his/her shift and the HEE requires leave due to a summons or subpoena, the HEE-need not return to work following completion of that responsibility. Documentation of

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the HEE's obligations under this Section must be submitted to the appropriate supervisor.

ASSAULT LEAVE

A. Right to Leave

An HEE who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave.

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the HEE delivering to their immediate supervisor a signed Employee Report of Injury Form.
2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the HEE to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. An HEE on Assault Leave shall be maintained on full pay status during the period of his/her leave with the exceptions listed in D and E below.
2. Leave granted under this Section shall not be charged against Sick Leave earned or earnable under ORC Section 3319.141 or leave granted under other section in the benefit provision plan.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred (180) workdays.

E. Restrictions

1. If medical attention is required, the HEE shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

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2. The HEE must file a Workers Compensation claim with the Business Office. The pay of a HEE on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the HEE's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
3. If an HEE is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the HEE to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the member's first medical verification, the Board may request, at the Board's expense, that the HEE see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.
4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under ORC Section 3319.16.
5. HEE shall not be charged assault leave when school is not in session or when the member is not required to report to work.

F. Verbal Assault Leave

1. An HEE not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the HEE reports the threat to the police.
2. HEEs shall not be charged verbal assault leave when school is not in session or when the HEE is not required to report to work.

PROFESSIONAL LEAVE

A. Eligibility for Leave

An HEE may initiate a request or be assigned to attend professional conferences designed to improve the HEE's effectiveness in his/her assigned area(s).

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

B. Application for Leave

Application for professional leave shall be made by the HEE completing the form provided by the Board, and submitting it to his/her district supervisor.

C. Restriction

In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of funds within the Board's annual appropriation.

FAMILY AND MEDICAL LEAVE

A. To be eligible for FMLA Leave, the HEE must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.
3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

B. An HEE may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the HEE.

C. An eligible HEE may take up to twelve (12) workweeks of paid (if sick leave is available) or unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

1. The birth of an HEE's child and to care for the child up to age one (1);
2. The placement of a child with an HEE for adoption or foster care, up to a twelve (12) month period after the placement;
3. To care for the spouse, child, or parent of an HEE when that family member has a serious health condition;
4. The HEE's inability to perform the functions of the position because of the HEE's own serious health condition.

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5. For qualifying military situations arising when an HEE's spouse, son, daughter or parent is on active duty or is called to active duty status.
- D. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.
- E. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the board are jointly entitled to a combined total of twenty-six (26) of FMLA leave if the leave is requested to care for a covered service member.
- F. For purposes of this section, a qualifying military situation arises when an HEE's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
 1. Attendance at official military sponsored events
 2. To provide or arrange for alternative child care or schooling
 3. To make financial or legal arrangements to address the HEE address while on active duty
 4. Counseling
 5. Rest and recuperation, and
 6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retired list.

- G. Sick leave taken shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.
- H. The Board shall maintain coverage under the group health plans and life insurance plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The HEE shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- I. The Board shall notify the HEE of FMLA eligibility within three business days of learning of the need for the FMLA leave.
- J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the HEE to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The HEE and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the HEE does not attempt in good faith to reach agreement, the HEE will be bound by the second certification.
- K. Intermittent Leave and Reduced-Work Schedule
 - 1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
 - 2. When medically necessary, an HEE may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

health condition. The HEE shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, an HEE may take leave intermittently or on a reduced-work schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the HEE to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
2. When an HEE is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions for his/her position.
3. Should an HEE not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the HEE's control, the HEE shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. As HEE shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the HEE's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

- M. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 16, 2009. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

MILITARY LEAVE

An HEE engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable Federal and Ohio law.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

MILEAGE REIMBURSEMENT

An HEE who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel, unless the Board has notified SEEs that the district-owned pool car must be used if available. Examples are: an HEE who is assigned to more than one (1) school building per day or attending mandatory training meetings that involve considerable distances. Rate of compensation is approved IRS rate.

PAYROLL PRACTICES

Paychecks will be biweekly on Friday, during the term of employment. HEE may elect to receive his/her wages in twenty-six (26) bi-weekly, substantially equal pays. In order to facilitate payroll procedures, pay will be one week in arrears. All HEE will be paid via direct deposit into the account in the financial institution of the HEE choice and will receive their pay stub via email.

PERSONNEL FILES

A. Right to Review

An HEE shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

B. Right to See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding an HEE is intended to become a part of the HEE's file, it shall be reviewed by HEE's boss and the HEE involved and such HEE shall be afforded the opportunity to file a written reply. After receiving the communication, the HEE shall sign it to acknowledge he/she has had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication.

C. Right to Challenge Contents of File

1. An HEE will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

2. Such document(s) will then be reviewed by an appropriate member of the administrative staff.
3. In determining whether a document is “obsolete or otherwise inappropriate for retention,” the standards set forth in ORC Section 1347.05 shall apply.

D. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the HEE has neither seen or had the right to challenge.

E. Public Request to View Personnel Files

In the event any person, other than the HEE’s Supervisor or other Administrator or Board member, seeks to review the personnel file of an HEE, the HEE shall be notified of such request. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review, if applicable.

SEVERANCE PAY

- A. An HEE shall receive severance pay upon quitting his/her employment in the District and retiring from active service providing he/she; (1) is approved for retirement benefits by the State Employees Retirement System (SERS), or (2) is at least fifty (50) years old and has worked at least ten (10) full years in the District, or (3) has fifteen (15) or more years’ service credit with the SERS and at least ten (10) full years of employment in the District.
- B. A qualifying HEE shall receive severance pay equal to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days of his/her accumulated and unused sick leave. If a qualifying HEE does not have sufficient sick leave to qualify for maximum severance resigns or retires after fifteen (15) or more years employment in the district, then the severance pay to which he/she is entitled shall be supplemented by one day’s pay for each year of employment in the district, provided that the total severance pay shall not exceed the eighty (80) day cap.
- C. The payment shall be based on average hours assigned for the last three (3) years of employment. Hours will be based on the last three (3) wage notices issued by June 30th of each year. Wages will be based on final wage rate at the time of retirement.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- D. The payment will be made in one lump sum within ninety (90) calendar days of the last work day with the District. Alternatively, at the request of the HEE, payment may be delayed until the calendar year following retirement, providing the member takes full responsibility for taxes.

VACATION DAYS

- A. HEE assigned to at least two hundred sixty (260) days of work per year (excluding paid holidays) will be granted paid vacations as follows:

- 11 days- less than six years
- 14 days- six years, less than nine years
- 17 days- nine years, less than fourteen years
- 22 days- fourteen years, less than twenty years
- 27 days-twenty years and over

For purposes of vacation accrual, the passage of each August 1 defines one year.

- B. Vacation will be awarded on August 1 of each year for the year to be worked and may be taken upon accrual at times requested by the HEE and recommended and approved by his/her supervisor. Requests must be made at least three (3) days in advance, except: (1) this requirement can be waived by the administration and (2) a one-day or two-day vacation can be taken with one (1) workday's notice.
- C. A maximum of ten (10) days of unused vacation will be carried forward to the next year.
- D. When an HEE moves from a position that does not qualify for vacation to a vacation qualifying position, placement on the vacation schedule will be determined by the following formula:

(Total years in a nine month position) times (.75) example:

13 years as nine month employee moving to a twelve month position
 $(13) \times (.75) = 8.25$ twelve month years, therefore, the SEE receives fourteen (14) prorated days of vacation and after one (1) year in the twelve month position, the SEE would be entitled to seventeen 17 days of vacation.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

(Total years in a ten and one-half month [220 days] position) times (.85) example:

13 years as a ten and one-half month (220 days) employee moving to a twelve-month position $(13) \times (.85) = 11.05$ twelve-month years, therefore the SEE receives seventeen (17) prorated days of vacation and after three (3) years in the twelve (12) month position, the SEE would be entitled to twenty-two (22) days of vacation.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

WADSWORTH CITY SCHOOLS EVALUATION INSTRUMENT

Wadsworth City Schools Evaluation Instrument Administrators and Exempt Employees

EMPLOYEE _____ EVALUATOR _____

DEPT. _____ POSITION _____ DATE _____

<i>Performance Traits</i>	<i>Rating (Numerical Score)</i>	<i>Numerical Score (from previous column)</i>	<i>Comments</i>
1. PROFESSIONAL EXPERTISE Knowledge of job, qualifications	Accomplished (4)		
2. TEAMWORK: Teamwork, works well with others, cooperates with colleagues	Accomplished (4)		
3. PROFESSIONAL CHARACTER: Appearance, courtesy, attitude, public relations, communication	Accomplished (4)		
4. PERSONAL JOB ACCOMPLISHMENTS/INITIATIVE: Motivation, reliability, dependability, interest in work	Accomplished (4)		
5. LEADERSHIP: Sets example, provides direction, has vision	Accomplished (4)		

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Wadsworth City Schools Evaluation Instrument Administrators and Exempt Employees

6. QUALITY OF WORK: Accuracy, neatness, thoroughness, standard of work	Accomplished (4)		
7. QUANTITY OF WORK: Volume, amount, speed, turn-around time, projects	Accomplished (4)		
8. PROFESSIONAL GROWTH: Activities, programs, initiatives	Accomplished (4)		
9. ATTENDANCE: Punctual, absenteeism	Accomplished (4)		
GENERAL COMMENTS:			
RATING TOTAL		0	OVERALL RATING: Accomplished Accomplished 32-36 Skilled 23-31 Developing 14-22 Ineffective 9-13

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Sick Leave Pool Donation Form Hourly Exempt Employee

I, _____, wish to donate one (1) day of sick leave to the
(printed name)

Wadsworth City School District's Hourly Exempt sick leave pool.

Signature

Date

Please submit this form to the Assistant Superintendent.

HOURLY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Sick Leave Pool Application Form Hourly Exempt Employee

I, _____, wish to use _____ days of sick leave
(printed name)

from the Wadsworth City School District's Hourly Exempt Employee sick leave pool.

Signature

Date

Please submit this form to the Assistant Superintendent.

Attach your doctor's certificate to this form.

Leave is for illness only. Days may be used for catastrophic or life-threatening situations only.

AGREEMENT

This Agreement is entered into between the **Wadsworth City School District Board of Education** ("Board") located at 524 Broad Street, Wadsworth, Ohio and **Bob Rogers Travel**, located at 3440 Lacrosse Lane Naperville, IL 60564 on the date stated below.

WHEREAS, the Board and Bob Rogers Travel have entered into agreements, a copy of which are attached to this Agreement as Exhibit A, pursuant to which Bob Rogers Travel 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 Bob Rogers Travel; and

WHEREAS, the Board and Bob Rogers Travel 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:

Dana Hire	Chris Sieber
Sam Piehl	Steve Moore
Ryun Louie	Jonas Piskach
Vanessa Lloyd	

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 Bob Rogers Travel.
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 Bob Rogers Travel, 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.

BOB ROGERS TRAVEL

By: _____

Bob Rogers

Date: _____

11-3-22

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.

CUSTOMER AGREEMENT

nha[®]

Organization Information

Organization Name _____

Primary Contact Name _____ Email _____ Phone _____

Additional Contact Name _____ Email _____ Phone _____

Shipping Information

Shipping Contact Name _____ Email _____ Phone _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip _____

Billing Information

☐ Check here if same as Shipping

Billing Contact Name _____ Email _____ Phone _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip _____

Tax-Exempt? ☐ YES ☐ NO Tax Exempt ID: _____

All Tax-Exempt organizations must provide a copy of the tax exemption certificate.

Career Services Information (If applicable to organization)

Contact Name _____ Phone _____

Contact Email _____

Payment Terms

NHA reserves the right to suspend online access and stop shipments in the event payments are more than 60 days overdue; suspension of online access will impact a Customer's Candidate's use of the Products and Services. As the NHA Order is solely between NHA and Customer, NHA has no obligation to accept payment from any third party and Customer is fully responsible for timely payment to NHA of all fees noted on the NHA Order. All fees noted on an NHA Order are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed licensing, delivery, or Products or Services. Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. Customer shall pay all taxes that may become due as a result of the NHA Order, excepting only NHA's income and payroll related taxes. NHA shall invoice Customer for all such taxes, which may be paid by NHA unless, prior to Product delivery or commencement of applicable Services, Customer provides NHA with a valid tax-exempt certificate. No returns shall be accepted on Products delivered hereunder. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this NHA Order upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order.

Initials: _____

CUSTOMER AGREEMENT

Certification Program Information

As outlined in NHA Candidate Handbook, your candidates are eligible to sit for an NHA Exam by successfully completing one of the outlined pathways. For more information regarding these pathways, please visit https://www.nhanow.com/docs/default-source/pdfs/handbooks/candidate_handbook.pdf. Please select all applicable Certifications and verify corresponding information by initialing where indicated.

Certification	Pathway for Eligibility	Prep Material Payment	Exam Delivered via	Exam 1st Attempt	Exam Retakes	Initials
Billing & Coding (CBCS)	_____	_____	_____	_____	_____	_____
Clinical Medical Asst. (CCMA)	_____	_____	_____	_____	_____	_____
Electronic Health Records (CEHRS)	_____	_____	_____	_____	_____	_____
EKG Technician (CET)	_____	_____	_____	_____	_____	_____
Medical Admin. Asst. (CMAA)	_____	_____	_____	_____	_____	_____
Patient Care Technician (CPCT/A)	_____	_____	_____	_____	_____	_____
Pharmacy Technician (ExCPT)	_____	_____	_____	_____	_____	_____
Phlebotomy Technician (CPT)	_____	_____	_____	_____	_____	_____

Specialty Program Information

Specialty Product	Payment Type	Initial	Specialty Product	Payment Type	Initial	Specialty Product	Payment Type	Initial
Team Based Care™	_____	_____	PharmaSeer™	_____	_____	Anatomy & Physiology	_____	_____
Principles of Health Coaching™	_____	_____	PharmaSeer Math™	_____	_____	PersonAbility for Pharm Tech™	_____	_____
PersonAbility™	_____	_____	Medical Terminology	_____	_____	MA Skillsbuilder™ Clinical	_____	_____
MA Skillsbuilder™ Admin	_____	_____	Specialty Product	Payment Type	Initial	Specialty Product	Payment Type	Initial

CUSTOMER AGREEMENT



Terms of Use

National Healthcareer Association ("NHA"), United States ("Territory")

- PURPOSE; DEFINITIONS.** These Terms of Use govern the use by the Customer (defined to include all employees, staff, faculty and agents of the Customer) of the NHA Products and Services listed on the NHA Order Form, to which this Terms of Use is attached ("NHA Order"), and all other Proprietary Materials provided to or obtained by the Customer. "Products" shall mean the proprietary products of Assessment Technologies Institute, LLC ("ATI"), the parent company of NHA, or its affiliated entities ("Affiliates"), sold through NHA, as listed on the NHA Order and made available to Customer in any form or medium delivered or made accessible to Customer, including hard copy and/or electronic delivery and all copies made thereof, and all updates and revisions provided by NHA, ATI or its Affiliates thereto. "Services" shall mean any service provided by NHA, ATI or its Affiliates to the Customer in connection with Product(s). "Proprietary Materials" shall mean all other forms of content created by or on behalf of ATI or NHA, including but not limited to reports, benchmarking, analytic or metric reporting, publications, white papers, studies, blog posts or other similar materials (together with Products, "Products/Materials").
- LICENSE GRANT AND RESTRICTIONS FOR PRODUCTS AND SERVICES.** (a) Subject to the terms herein and provided that Customer has paid all outstanding balances due NHA or ATI pursuant to any prior agreements, orders or understandings between the Parties, ATI, through NHA, grants to Customer a non-exclusive, non-transferrable, non-sublicensable right to access and use the Products/Materials and Services "Candidate") or certificate program learners ("Learner"), administrators, faculty, and staff in the Territory noted above (collectively, "Authorized Users"). Products are strictly licensed on a per Candidate/Learner basis and are not to be (i) shared among Candidates/Learners, (ii) reproduced or copied in whole or in part in any manner by Customer, including faculty, or any Candidate/Learner viewing or use, or (iv) made available in any library or electronic learning management system operated by Customer for use on other than on a per Candidate/Learner basis, all of which are material violations of the General License granted by NHA and grounds for immediate termination of the General License. (b) Products which are comprised of certification examinations offered by NHA ("Certification Exam Products") are subject to a limited license and may be used only in connection with the administration of Certification Exam Products on particular exam date(s) for which the Customer has registered with NHA ("Limited Exam License"). Customer is prohibited from offering a Certification Exam Product to any Candidate who has not registered online with NHA. Customer, as an NHA-authorized test administration site, will ensure that each Certification Exam Product is only administered to Candidates who have registered to take such exam on that specific date and no Candidate or any other individual who is not registered or is registered for a different date will be permitted to take the exam. Customer will not administer Certification Exam Products at any location other than the locations approved in advance by NHA as authorized test administration sites. Customer is prohibited from transporting, in any manner, Certifications Exam Products from an authorized test administration site to any other location, including another authorized test administration site. Customer's Limited Exam License begins at the start and automatically terminates at the conclusion of each exam administration. To be clear, Customer, including its faculty, has no right under the Limited Exam License to access, review, or otherwise utilize any content contained in any Certification Exam Product(s) before, during or at any time after the administration of an examination and Customer's rights to use Certification Exam Products are limited only to the administration of the exam pursuant to NHA's exam administration instructions. Customer is strictly forbidden from reproducing, copying, recording, summarizing, making notes concerning or otherwise capturing the content of any Certification Exam Product or any portion thereof in any manner or using any medium, and from distributing or transferring the Certification Exam Product or any portion thereof in any manner to any person other than to Candidate(s) registered to take such exam on that specific date.
- CUSTOMER OBLIGATIONS.** Customer shall supervise all use of the Products/Materials and Services by Authorized Users and take reasonable measures to allow only Authorized Users to access the Products/Materials consistent with these Terms of Use. Customer shall not (and shall take reasonable steps to ensure Authorized Users do not) (i) modify, translate, disseminate, decompile, or create derivative works of the Products, Services, Proprietary Materials or any portion thereof; (ii) copy, reproduce, transfer, loan, rent, lease, distribute, or grant any access to or rights in any form to Products/Materials or remove or obscure any copyright or other proprietary notice, labels or proprietary marks in any Products/Materials or Services; and (iii) allow any third party any access to the Products/Materials or Services not authorized under these General Terms. All Products/Materials and Services are subject to copyright and contain proprietary and trade secret information belonging to ATI or its Affiliates and Customer agrees not to disclose any Product/Material or portion thereof to any person who is not an Authorized User. If Customer is obtaining online access to Products/Materials or Services hosted on ATI's or its Affiliates' servers, Customer, including Authorized Users, shall receive and utilize access information, such as passwords and usernames, ("Access Information") to permit Product/Material and Services access. Customer shall implement reasonable measures to safeguard against improper sharing or unauthorized use of such Access Information. Customer will maintain the confidentiality, security and integrity of the Products/Materials, placing special security emphasis on all examination questions and answers. Customer is responsible for securing its facilities and implementing procedures such that all Certification Exam Products, including test content, data, questions and answers, provided hereunder do not leave the Customer's control and custody at any time and are returned, whether used or unused, to NHA within 3 business days via courier service, such as Federal Express, following the conclusion of each exam administration. NHA may terminate the Licenses by written notice (i) with immediate effect if Customer infringes or misappropriates any Product/Material or Service made available hereunder, including failure to return exam materials timely, or otherwise breaches any material license provision contained in these Terms of Use, or (ii) if Customer fails to cure any other material breach of these terms within thirty (30) days after receipt of written notice from NHA. On the license termination date, Customer shall make no further use of the Products/Materials or Services and, in the event of a breach of these terms, NHA shall deactivate Customer's access to the Products/Materials and Services licensed hereunder. NHA reserves the right to periodically conduct an audit, on its own or through ATI or an ATI Affiliate, of Customer's facility and records to confirm the integrity and security of the Products/Materials and Services and verify Customer's compliance with the terms set forth herein. Customer will comply with and facilitate such audit, which will be conducted at NHA's expense. If an audit reveals any use of Products/Materials or Services by Customer in excess of the amount paid for by Customer, Customer shall promptly pay to NHA fees associated therewith. Under no circumstances is Customer permitted to state or imply that it or any program, course, training, materials (except for NHA Products/Materials) or software it offers, sells or licenses to others is certified, accredited, endorsed or approved by NHA, ATI or its Affiliates.
- PROPRIETARY RIGHTS.** Customer acknowledges that the Products, Services and Proprietary Materials it receives are the sole and exclusive intellectual property of ATI, its Affiliates, or their respective licensors and are protected by copyright. All use of NHA's or ATI's names, logos or marks must be pre-approved by NHA. All rights are reserved by ATI and its Affiliates. No part of the Products, Services or Proprietary Materials may be copied, reproduced, recorded, distributed, or made public, in whole or in part, without prior review by, and written consent of, NHA. Other than as expressly set forth in these Terms of Use, no license or other rights in or to the Products, Services or Proprietary Materials are granted to Customer, and all such licenses and rights are hereby expressly reserved by ATI and its Affiliates. Customer's limited right to use the Products, Services and Proprietary Materials is governed by these Terms of Use, and any terms included in the applicable Products, Services and Proprietary Materials. NHA, ATI, and its Affiliates reserve the right to seek all legal and equitable rights and remedies available to them for any Customer violation of these Terms of Use.
- ORDERS; FEES AND PAYMENT.** For each Customer order of Products and Services under the NHA Order, Customer shall register with NHA using its online registration and reporting system. All NHA Orders are subject to these Terms of Use. Customer represents that Customer is fully authorized to enter into these Terms of Use and NHA Order and has all necessary authority to properly commit to the expenditure of Customer funds for the payment of fees hereunder. For orders of online Products and Services, NHA will invoice Customer on the date Customer is provided access to the Products/Materials or Services. For orders consisting of shipments, NHA will invoice Customer when the Products/Materials are shipped to Customer. For orders consisting of both electronic and shipped Products, NHA will invoice Customer when Customer is provided access to the electronic Product(s) and shipments will be made three to five days thereafter. NHA reserves the right to adjust its pricing at any time, such price changes to be posted on NHA's website at www.nhanow.com and effective with respect to any NHA Order placed fifteen (15) days following the initial posting date on the website regardless of prices listed on any form used to place the order. Products/Materials and Services fees are due and payable net thirty (30) days from the invoice date. All prices and fees are expressed in U.S. dollars and all fees are to be paid by Customer in US dollars. Customer shall pay NHA for all Products/Materials and Services ordered, regardless of whether Customer or its Students actually utilizes all of said Product(s), Proprietary Materials and Service(s). NHA reserves the right to suspend online access and stop shipments in the event payments are more than sixty (60) days overdue. Discount/access codes are valid for eighteen (18) months from the date of issuance and the system will reject codes entered after the code expiration date. As the NHA Order is solely between NHA and Customer, NHA has no obligation to accept payment from any third party and Customer is fully responsible for timely payment to NHA of all fees noted on the NHA Order. All fees noted on an NHA Order are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed against the sale, licensing, delivery, or use of Products/Materials or Services. Customer shall pay all taxes that may become due as a result of the NHA Order, excepting only NHA's and its Affiliates' income and payroll related taxes. NHA shall invoice Customer for all such taxes, which may be paid by NHA or its applicable Affiliates unless, prior to Product delivery or commencement of applicable Services, Customer provides NHA with a valid tax-exempt certificate. Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this NHA Order upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order. No returns shall be accepted on Products delivered hereunder.
- TERM:** These Terms of Use shall be effective as of the date of the Customer's signature and may be terminated, without cause or penalty, by either party on thirty (30) days written notice, which may be by email. Notwithstanding the foregoing, NHA reserves the right to update these Terms of Use to reflect then current offerings, by replacing these Terms regularly but not more frequently than annually, such replacement Terms to be mutually agreed upon.
- MISCELLANEOUS:** These terms may not be modified except by a written amendment signed by an authorized representative of Customer and NHA. Customer may not assign any of its rights or obligations herein without NHA's express written permission. These Terms of Use are governed by the laws of the State of Ohio. No warranty of merchantability or fitness for a particular purpose is promised, express or implied, with respect to any Product or Service. NHA's, ATI's and its Affiliates' liability, actual or implied, is limited to the purchase price of the Products/Materials and Services ordered in the accompanying NHA Order. The NHA Order contains the terms between NHA and Customer regarding the Products/Materials and Services. Customer acknowledges that the certification Products/Materials and Services do not comprise an educational or training program or course, but rather, are exam preparation tools and professional certification exams provided for use by Customer in programs and courses developed or licensed and implemented by Customer. The certificate program Products/Materials and Services are specialized content which can be incorporated by Customer in its programs and courses, stand-alone for specialized training or provide continuing education. Customer expressly permits NHA to share data it receives from Customer, including, as applicable, student data, with ATI and its Affiliates for purposes of Product and Service delivery, improvement, system operations, generate reports and analytics for use by your Institution or by your Candidates/Learners or by NHA for research. In connection with any federal contracts, the online Products and Services and Proprietary Materials were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to ATI and its Affiliates. Neither ATI nor NHA intend to be a "Third Party Service" as that term is defined in 34 C.F.R. § 668.2 or as used under Title IV of the Higher Education Act of 1965, as amended. Customer should not include ATI or NHA in its institutional reporting requirements to the U.S. Department of Education pursuant to 34 C.F.R. § 668.25(e). (Rev. Apr 2018)

Customer Printed Name

NHA Printed Name

Customer Signature

NHA Signature

Date

Date

Testing Center Criteria Attestation

Testing Center Name _____ Phone _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip _____

GENERAL

- ☐ The Testing Center must be located at a site under control of the NHA customer. If the customer does not have a suitable Testing Center at the location in which it plans to administer an NHA certification examination, the customer will not be approved as a test administration site and candidates will be required to sit for their examination through NHA's approved 3rd party testing site company, PSI.
- ☐ Each Testing Center must conform to local building, sanitation & health codes, as well as ADA requirements.
- ☐ Building/grounds must be kept clean and properly maintained with exits and emergency exits marked and unobstructed
- ☐ Fire extinguishers must be present and in working order, with location well marked and easily accessible

TESTING CENTER ENVIRONMENT

- ☐ Test room must be well-ventilated, with continuous air circulation to maintain a consistent and comfortable temperature.
- ☐ Test room must be lit so every candidate can easily read all diagrams, charts, etc. regardless of exam administration method
- ☐ Any bulletin boards, charts and posters providing strategies for solving problems must be removed or covered.
- ☐ Wires for computer stations must be secured to prevent accidental dislodging or unplugging and to avoid tripping hazards.
- ☐ If the exam is administered using computers, only Testing Center computers may be used. Each computer must be equipped with a keyboard, mouse and display of sufficient size and must conform to the technical specifications made available on the NHA website.

TEST ROOM SET UP AND SEATING ARRANGEMENT

- ☐ Test stations and chairs must be placed so candidates are comfortably seated at least three feet apart.
- ☐ Test station surfaces must comfortably accommodate a computer and applicable testing materials. (42"x36" recommended)
- ☐ All Testing Centers must be a separate room with a closable door.
- ☐ All examinees must face the same direction in the test room regardless of number of examinees or distance between them
- ☐ Each Testing Center must have a proctor station, located inside the Testing Center with the proctor facing the candidates. If the exam is administered using computers, the proctor station must be equipped with a computer, to be used only by the proctor(s). Such computer must be equipped with a keyboard, mouse and display of sufficient size and must conform to the technical specifications made available on the NHA website.
- ☐ Each candidate should have his/her own testing station. If candidates are seated at a shared table, each candidate must be allotted the station table space described above and a divider should be erected between the candidates. If round tables are used, regardless of size, only one candidate may be seated at each table and, must be seated so as to face the proctor station.
- ☐ During the administration of an exam, the Testing Center shall be free from any other activity and the surrounding area shall be free of any activity that can cause distraction; during non-testing time, the Testing Center may be available for other uses.
- ☐ The Testing Center should not be scheduled for a different use for a sufficient time following the end of the examination period to avoid distraction that can be caused by foot traffic or loud noise caused by people gathering outside of the Testing Center awaiting the next use.
- ☐ There must be sufficient aisle space for proctors to get to every seat during testing without disturbing candidates.
- ☐ If there are candidates that have received approval of a request for accommodation that cannot be provided while adhering to the above set-up and seating arrangement requirements, a separate Testing Center must be provided to the candidate (or candidates, if each of the approved-accommodations of each of the candidates can be met in a shared Testing Center). The separate Testing Center must comply with the approved accommodation and meet as many, if not all, of the above set-up and seating arrangement requirements as practicable considering the specific accommodation(s). The separate Training Center room must have its own proctor.

SECURITY and SURVEILLANCE

- ☐ Each exam administration must be proctored pursuant to NHA guidelines and by an NHA-approved proctor(s) (see the NHA Proctor Manual for additional information). All proctors must meet NHA's eligibility requirements and complete the proctor registration, training and oath in order to become NHA-approved proctors.
- ☐ During the administration of an examination, the Testing Centers must have proper supervision at all times. The proctor(s) must be in the Testing Center for the entire test administration period with a proctor to candidate ratio no less than 1 proctor for every 25 candidates.
- ☐ Video surveillance is preferred and should be used when available. Video surveillance, if available, must be used in addition to having the required number of proctors in the Testing Center and cannot be used in lieu of having the required number of proctors in the Testing Center at all times.

- Any person who has a "conflict of interest", as defined in the Proctor Manual, is not permitted to serve as a proctor or have access to the Testing Center during exam administration. Persons deemed to have a conflict of interest include, but is not limited to, anyone who is (1) responsible for the administration of an allied health field of study at the institution attended by the candidates, including owners, directors, program directors and any person that is involved in the development of course or program materials, curricula, skills training or any other form of course or program content; (2) an instructor that is or has been in the preceding two years responsible for teaching allied health subjects to the candidates sitting for the exam, including any assistants, tutors, clinical preceptors, or skills lab or simulation lab personnel; (3) an institution employee having a vested interest in the candidates' (or any one candidate's) performance on the exam, such as a guidance or career counselor, school psychologist, special education teacher, or mentor that the candidate(s) associate with, or have associated with, on a regular basis in the preceding two years; (4) the employer, manager or supervisor of the candidates sitting for the exam; (5) a fellow student or fellow employee of the candidates sitting for the exam; or (6) a family member of any candidate challenging the exam.
- Employees of the educational institution, including instructors, are not permitted to sit for an NHA certification examination at the customer's site but may sit for an NHA certification examination at NHA's approved 3rd party testing site company, PSI.
- At least one proctor during each test administration must be capable of (1) fully monitoring the examination room, including being able to move about the room and hear and see the test takers to ensure computers are in use, access to servers, databases, USB ports, websites other than the NHA certification portal and other sources of computer-based information are not accessed during test administration; (2) reading and providing instructions to test takers in English; and (3) operating the computer-based Certification Portal provided by NHA, printing and copying equipment and a timepiece.
- Testing Center door must restrict any unauthorized access during exam administration.
- No reference materials of any kind can be in the Testing Center during the administration of any NHA examination.
- Telephones, computers (other than those provided by the Testing Center), electronic tablets, electronic readers, cameras, MP3 players, pagers, radios, watches, electronic translators, calculators and all other electronic devices are prohibited in the Testing Center, except to the extent the electronic device is approved pursuant to an accommodation request or a medically-prescribed assistive device for a disability. Such devices are subject to inspection.
- All exam material must be fully secured in a locked cabinet or locked room when not in use and at no time may any exam material (excluding required forms to be completed by the proctor) be copied in any manner or for any reason. Only NHA-approved proctors are permitted to open packaging containing exam material or handle the exam material once removed from the shipping packaging. Proctors are responsible for distributing, collecting and returning all exam materials and protecting the chain of custody of such materials (from proctor to candidate to proctor to NHA without intervention by any other party). With respect to computer-based exam materials, except for NHA-approved proctors, no employees or agents of the customer, including Program administrators, instructors or staff, are permitted to access any computer-based exam materials, and NHA-approved proctors may only do so during the administration of the exam.
- No employee, agent or contractor of the customer may sit for an NHA certification examination administered by or at the institution.

EQUIPMENT and SUPPLIES

- Each Testing Center must have an accurate wall clock(s) that is visible to all exam candidates and the proctors. In addition, the proctor(s) should have at least one additional timepiece in the Testing Center to ensure accurate timing.
- A copy machine or scanner must be available and in good working order to generate copies of candidate IDs, test eligibility documentation and any confiscated items if test misconduct or an irregularity occurs. Exam materials are not to be copied or scanned.
- Scrap paper, pencils and such other supplies specified by NHA in the instructions provided to the proctors or supplied by NHA.

Terms and Conditions:

I certify and represent, on behalf of the above named institution, that the above requirements are in place and it is sufficiently prepared and equipped to perform as noted herein and shall comply with all NHA test administration policies, including without limitation these terms. I also understand and agree that NHA has the right to terminate its relationship with any test site or test site personnel without advance notice if NHA determines, in its sole discretion and for any reason, that such termination is appropriate and necessary.

Customer Printed Name

Customer Signature

Date

Educational Service Center of Northeast Ohio
Cooperative Purchasing Consortium
Rosetta Stone: Classroom Foundations Silver (Version 4)
Monday, November 14th, 2022 – Friday, December 16, 2022

Dear Colleagues,

The Educational Service Center of Northeast Ohio (ESCNEO) is working in partnership with Rosetta Stone to offer school districts in Ohio a consortium price on bulk purchasing of the **Classroom Version 4 (Foundations Silver) Program**.

The consortium bulk purchasing will be coordinated by the ESCNEO, with the consortium price of **\$92** per student subscription if the consortium compiles **300** or more subscriptions. This is a savings of **\$73** per student subscription ordered.

Foundations Silver is an upgrade over the Version 3 program offered in previous years. This new version includes learner access to Games and Reading Activities to complement and enrich what they are learning through Rosetta Course. Many districts have already made this upgrade and are experiencing significant increases in learner adoption, usage, language acquisition, and confidence.

ESCNEO has also negotiated with Rosetta Stone to provide a series of Professional Development sessions to participating district educators. These in-person and online training sessions will enable your program administrators to more confidently register learners, track engagement, and drive successful outcomes.

Districts are considering multiple options of use for Rosetta Stone software that include:

- Limited English Proficient (LEP) students to learn the English language through speaking, reading, grammar and writing activities
- School personnel who work with other language learners and/or their family members to acquire functional skills of the student's native language
- For districts to provide web-based language acquisition supplemental support (review, enrichment or intervention) for Middle or High School students who are participating in High School credited Foreign Language courses

If your district is interested in participating in the cooperative purchasing consortium through the ESC of Northeast Ohio, please review the following ordering guidelines.

- 1. The bulk ordering schedule will be from Monday, November 14, 2022 – Friday, December 16, 2022 4:00 PM for the final order cut-off date.**
- 2. Complete the information below and submit prior to Friday, December 16, 2022 4:00 PM to Steve Rogaski, Director of Human Resources & Pupil**

Services, at the Educational Service Center of Northeast Ohio by email at steve.rogaski@escneo.org or FAX (216) 524-3683.

The Wadsworth City Schools Board of Education hereby agrees to pay the Educational Service Center of Northeast Ohio for each Rosetta Stone student subscription ordered for said district through the cooperative purchasing consortium for the subscription dates: January 6, 2023 – December 31, 2023.

Superintendent or Designee

Date

School District / ESC	Contact Person	Mailing Address	Phone	Email Address	Number of Subscriptions #	Total Cost \$92.00 each
Wadsworth City Schools	Jennifer Thomas	524 Broad St Wadsworth OH 44281	330.335.1316	jthomas@wadsworthschools.org	10	\$920.00

After December 16, all orders will be processed, Sandra Quiroz or a representative from Rosetta Stone will contact the lead person designated by the district to initiate access, manager set up and to begin use of the software for each district/building in effect beginning January 6, 2023 – December 31, 2023. Regional ESC's offices and Rosetta Stone will host initial and ongoing implementation training sessions for interested districts.

Feel free to contact Sandra Quiroz at squiroz@rosettastone.com, or steve.rogaski@escneo.org regarding questions related to ordering or implementation.

Sincerely,

Steve Rogaski

Steve Rogaski, Executive Director of Human Resources & Pupil Services
Educational Service Center of Northeast Ohio
steve.rogaski@escneo.org 216-901-4210

Please explain how you will be distributing the kits to the students:*

☐ Place in Students Classroom

☐ Open House

☐ Special Pick Up Date

☐ Other

Additional Comments

Conclusion - Legal Terms & Conditions*

By entering your name you are confirming the above information is accurate to the best of your ability and you understand and agree be legally bound to the following terms and conditions:

- I AGREE to exclusively promote 1st Day School Supplies at my school and no other school supply program or suppliers. I will use marketing materials provided by 1st Day School Supplies to promote to parents at my school.
- I AGREE to collaborate with 1st Day School Supplies throughout the program including completing:
 - The List Approval Process
 - A Marketing Review
 - An Annual Review
- I AGREE our school can accept a 40" x 48" pallet through the school door. In the event a pallet does not fit , the school, PTA or PTO is responsible for moving the kits inside of the school.

- I AGREE if all of the items inside of the kit do not fit inside of the extra large box, 1st Day School Supplies can send the items BULK to the school. Bulk items will not have the students name on them. For example, a grade might require four rolls of paper towels. The four paper towels along with the other supplies will not fit inside the extra-large box.
- I AGREE my school and I will make a good faith effort to exclusively promote the 1st Day School Supplies program at my school and I will not utilize any other school supply program or suppliers. I acknowledge and agree that 1st Day School Supplies is relying upon commitments made in this Agreement and therefore, I agree that my school will pay a \$500 cancellation fee to 1st Day School Supplies if I terminate my school's relationship with 1st Day School Supplies (at any time) and commence an alternative business relationship with a competitor of 1st Day School Supplies. Notwithstanding the forgoing, I agree and understand that my school cannot (under any circumstances) terminate or cancel this Agreement after: (i) 1st Day School Supplies has commenced production of the kits during any given school year (commencement of production means 1st Day School Supplies has purchased supplies in anticipation of fulfillment of the order, and/or commenced packaging of the kits); or (ii) a purchase order has been issued by your school; or (iii) if your School has received orders and/or kits. ?
 Is this a one (1) year contract?
 MS
 11/12/2022
- I AGREE that my school will be responsible for all of the freight charges associated with any returns and that no returns will be accepted after October 1st and all security straps need to be on the box.
- I AGREE that I will make a good faith effort to sell at least 50 kits. If my school does not sell 50 kits, I understand we are subject to a delivery fee. → specify dollar amount.
 MS 11/13/2022

Your Electronic Signature*

Date Of Signature

Submit



Hill (Superintendent), Andrew <ahill@wadsworthschools.org>

1st Day School Supplies- 2023 Yes Form

1 message

Katie Hahn <katie@1stdayschoolsupplies.com>

Wed, Nov 16, 2022 at 12:14 PM

To: "Hill (Superintendent), Andrew" <ahill@wadsworthschools.org>, Mike Meadows <mmeadows@1stdayschoolsupplies.com>

Hi Andrew,

It was nice speaking with you today! Below is a recap of our conversation:

- 1) The Yes Commitment Form is for delivery prior to the start of the 2023-24 school year. The cancellation clause is ONLY for termination of the partnership prior to the 2023 delivery. If you wish to not use us after the 2023 delivery, there are no penalties.
- 2) For the 50 kit minimum for free delivery, we will waive this for Overlook's first year with us (along with any other Wadsworth school that wants to use us in 2023). I have copied our President, Mike Meadows, on this email and you can use this email as a supplement to the Yes Form to show we are waiving that for you.

If you have any questions prior to next week's Board meeting, please let me know! I can be reached anytime at 330.635.0103.

Thank you!
Katie



Katie Hahn
Director of Customer Experience
Direct: 330-635-0103
Book An Appointment

**WADSWORTH CITY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
FOR STRS/SERS COVERED SERVICES**

This Agreement is made by the Wadsworth City Board of Education ("Board") and Wendy Turocy ("Contractor") (collectively "Parties").

WHEREAS, the Contractor has expertise in providing services sought by the Board; and

WHEREAS, the Board wishes to utilize the Contractor's services and abilities during the term of this Agreement and the Contractor is willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

- a. During the term of this Agreement, the Board hereby engages the Contractor and the Contractor hereby agrees to serve the Board as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.
- b. The Contractor hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The Contractor's duties shall be as follows:

The Contractor will provide Structured Literacy Services to students at Wadsworth City Schools. The Contractor will provide services per the IEP-identified goal area(s) outlined by the IEP and agreed upon by the IEP team. The Contractor will collaborate with the Intervention Specialist, the Director of Student Services and/or the Coordinator of Students Services in support of collaborative communication regarding goal work and data. The Contractor will provide instruction, progress reports and/or individual assessments and will attend team meeting to discuss progress towards the goal(s). This may vary with each student serviced given this contract. Specific hours will be agreed upon between the Director and the Contractor. The sessions will take place virtually, or in person, based on the agreement between the Contractor and the family.

2. TERM

This Agreement shall begin on November 22, 2022 and end July 31, 2023. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee's rate of pay for services rendered to the Board pursuant to this Agreement, as well as the required STRS/SERS contributions:

Service	Employee	Billed Rate	Pay Rate	STRS Employer Share	STRS Employee Share	Total Due To Contractor By Board	Total Paid For Remainder of Contract Not to Exceed
Structured Literacy Services	Wendy Turocy	\$40.00	\$40.00	\$5.60	\$5.60	\$28.80	\$5,500

4. STRS/SERS

- a. The Contractor expressly acknowledges and agrees that the compensation received from the Board pursuant to Paragraph 3 of this Agreement is the only compensation that it will receive from the Board related to the Contractor's provision of services to the Board as outlined in Paragraph 1(c) of this Agreement.
- b. The Contractor expressly acknowledges and agrees that it is solely responsible for any liabilities the Board may incur as a result of the provision of services by the Contractor's employees to the Board under his Agreement, including, but not limited to, any present or future obligations to make contributions to the State Teacher's Retirement System of Ohio ("STRS"), School Employees Retirement System of Ohio ("SERS"), or any successor retirement system(s) to STRS or SERS.

- c. The Contractor expressly acknowledges and agrees that it shall be solely responsible for any payments, penalties, or interest the Board may owe, both now and in the future, to STRS, SERS (or any successor retirement system(s) to STRS or SERS), or any of Contractor's employees for failure to make required contributions to STRS or SERS related to any services provided to the Board by Contractor's employees pursuant to this Agreement.
- d. The Contractor expressly agrees that it shall provide the Board with sufficient information regarding its compensation to each of the Contractor's employees providing services to the Board under this Agreement so as to enable the Board to comply with its obligations to STRS/SERS. This information shall include, but is not limited to, a written report detailing each employee's rate of pay for services rendered to the Board pursuant to this Agreement and the IRS Form W-2 for every employee providing services to the Board under this Agreement. The Contractor expressly agrees that it shall comply with any request from the Board for employee compensation information reasonably related to the Board's payments to STRS/SERS on behalf of such employee.
- e. The Parties mutually agree that in order to comply with STRS/SERS requirements, the Board shall pay to STRS/SERS both the employee and employer shares as required by law and set by STRS/SERS, the legal calculation of which may change from time to time. The Parties further mutually agree that the applicable employee and employer shares paid to STRS/SERS by the Board shall be deducted from the amount owed to the Contractor by the Board under Paragraph 3 of this Agreement. For example, if the Contractor charges the Board \$100.00 for services rendered by one of the Contractor's employees during the 2022-2023 school year and the Contractor pays the employee \$50.00 for the provision of these services, the Board is presently required to remit \$14.00 to STRS (14% employee share [\$7.00] and 14% employer share [\$7.00]) or \$12.00 to SERS (10% employee share [\$5.00] and 14% employer share [\$7.00]) as the combined required employee and employer shares. Accordingly, the Board's remaining obligation to the Contractor would be only \$86.00 ($\$100.00 - \$14.00 = \$86.00$) in the case of an STRS covered employee or only \$88.00 ($\$100.00 - \$12.00 = \$88.00$) in the case of an SERS covered employee. The Parties understand that the STRS employee contribution may change at any time as determined by the Ohio General Assembly. The Parties understand and agree that the total amount owed to the Contractor by the Board under this Agreement shall be calculated pursuant to Paragraph 3 of this Agreement irrespective of the percentage of the employee's compensation required to be paid to STRS/SERS by the Board.

- f. The Contractor expressly agrees to indemnify and hold the Board harmless from any and all STRS/SERS (or any successor retirement system(s) to STSR or SERS) related claims covered by Paragraph 4 of this Agreement as required by Paragraph 11 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- a. The Board and the Contractor acknowledge that the Contractor is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Board and the Contractor. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.
- b. The Contractor shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Contractor shall indemnify and hold the Board harmless from any claims covered by this Paragraph pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Contractor agrees that it will adhere to all applicable Board policies, guidelines, and standards, including, without limitation, all safety guidelines and programs, as well as all applicable state, local, and federal laws, including, but not limited to the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Contractor further agrees that its staff will adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's staff.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board, upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent or representative who provides services under this Agreement complies with all applicable laws regarding reporting of known or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that it does not and will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by the Contractor in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

12. LIABILITY INSURANCE

At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at its sole cost, as follows: Professional liability

insurance, \$1,000,000.00 per occurrence. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If coverage changes, the Contractor must forward evidence of new coverage within ten (10) days of the change. The Board shall be named as Additional Insured for all policies except workers' compensation. The insurances shall be carried by insurance companies authorized and licensed to transact business in Ohio, as selected by the Contractor.

Contractor shall also maintain at all times during the term of this Agreement workers' compensation coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

Contractor shall also maintain at all times during the term of this Agreement unemployment coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

13. CONFIDENTIALITY/EDUCATIONAL AND STUDENT RECORDS

Student education records will only be released to the Contractor as provided by all applicable laws, including but not limited to FERPA, and Board policy and guidelines. Additionally, the Contractor will adhere to FERPA requirements and all other applicable laws regarding the use, maintenance and/or disclosure of such education records. The Contractor, including its officers, agents, and employees, shall not use or disclose student records in any manner prohibited by FERPA or any other applicable federal or state law, or contrary to the purposes of this Agreement. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement. The Contractor shall immediately report to the Board any unauthorized use or disclosure of student records or information by the Contractor or its officers, agents or employees, of which the Contractor becomes aware. In addition to the confidentiality obligations it has regarding student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies or any other aspect of its business is confidential and shall not be revealed or disclosed to any person, company or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the Party at the address set forth below, or to such changed address as a Party may have fixed by notice to the other Party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:

Wendy Turocy


If to the Board:

Andrew Hill
524 Broad St.
Wadsworth, OH 44281

15. TERMINATION

This Agreement may be terminated without cause by either Party on thirty (30) calendar days written notice of said intent, delivered by certified or registered mail upon the other Party at the address provided in Paragraph 14 of this Agreement. Additionally, the Board may terminate this Agreement immediately and without penalty if otherwise required by law, if the amount of service required by a student's IEP to whom the Contractor is providing such service is reduced or eliminated, or if the Contractor engages in illegal conduct or other conduct that is contrary to the educational mission of the Board.

16. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Medina County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties, and supersedes any previous agreements they may have made, whether orally or in writing.

18. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party.

19. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both Parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the Party to be charged. However, if the Board is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate by the Board without written consent of the Contractor.

20. WAIVER OF BREACH

The waiver by any Party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any Party hereto.

21. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Board and the Contractor shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

22. COUNTERPARTS

This Agreement may be signed by the Parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement. This Agreement shall be binding when executed by both Parties.

23. SUNSHINE LAW COMPLIANCE

The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public, in accordance to the law.

IN WITNESS THEREOF, the Parties hereto have set their hands.

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. _____

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

ADJUSTMENTS TO AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
TO THE OFFICE OF THE BUDGET COMMISSION, MEDINA COUNTY, MEDINA OHIO

The following adjustments have been approved by the Wadsworth City Board of Education
and are here by certified to the Budget Commission by the Board's Treasurer

Fiscal Year: 2023
Amended: 11/21/2022
Amendment # 2

Douglas D Beeman, Treasurer

FUND TYPE	BEG UNENC BALANCE	TAXES	ADJUSTMENT TO TAXES	OTHER SOURCES	ADJUSTMENT OTHR SOURCE	TOTAL
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GOVERNMENTAL FUND TYPES

GENERAL FUND	\$ 22,550,768.53	\$ 33,410,900.00	\$ -	\$ 24,898,109.00	\$ -	\$ 80,859,777.53
SPECIAL REVENUE	\$ 2,798,197.49	\$ -	\$ -	\$ 6,903,244.89	\$ 507,801.00	\$ 10,209,243.38
DEBT SERVICE	\$ 10,110,531.25	\$ 6,019,800.00	\$ -	\$ 1,102,200.00	\$ -	\$ 17,232,531.25
CAPITAL PROJECT	\$ 39,725,714.42	\$ -	\$ -	\$ 2,644,500.00	\$ -	\$ 42,370,214.42
SPECIAL ASSESSMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROPRIETARY FUND TYPES

ENTERPRISE	\$ 1,916,139.14	\$ -	\$ -	\$ 1,605,546.00	\$ -	\$ 3,521,685.14
INTERNAL SERVICE	\$ 100,167.46	\$ -	\$ -	\$ 777,000.00	\$ -	\$ 877,167.46

FIDUCIARY FUND TYPES

AGENCY/TRUST FUNDS	\$ 85,110.99	\$ -	\$ -	\$ 145,588.00	\$ (10,158.00)	\$ 220,540.99
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TOTAL ALL FUND TYPES	\$ 77,286,629.28	\$ 39,430,700.00	\$ -	\$ 38,076,187.89	\$ 497,643.00	\$ 155,291,160.17
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FUND NAME	BEG UNENC BALANCE	TAXES	ADJUSTMENT TO TAXES	OTHER SOURCES	ADJUSTMENT OTHR SOURCE	TOTAL
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GOVERNMENTAL

001 - General Fund	\$22,550,768.53	\$ 33,410,900.00	\$ -	\$ 24,898,109.00	\$ -	\$80,859,777.53
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Special Revenue

018 - Principal's Fund	\$ 54,086.76	\$ -	\$ -	\$ 154,105.00	\$ -	\$ 208,191.76
019 - Other Local Grants	\$ 117,305.45	\$ -	\$ -	\$ 85,000.00	\$ -	\$ 202,305.45
029 - Scholarship's Fund	\$ 83,883.22	\$ -	\$ -	\$ 13,200.00	\$ -	\$ 97,083.22
034 - Classroom Facilities Maintenance	\$ 2,391,106.09	\$ -	\$ -	\$ 356,504.89	\$ -	\$ 2,747,610.98
300 - District Managed Activities	\$ 147,368.59	\$ -	\$ -	\$ 484,700.00	\$ 10,428.00	\$ 642,496.59
401 - Auxiliary Services	\$ 4,447.38	\$ -	\$ -	\$ 205,000.00	\$ -	\$ 209,447.38
432 - E.M.I.S.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440 - Entry Year Mentor Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
451 - Data Communication	\$ -	\$ -	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00
452 - SchoolNet Professional Dev.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
459 - Ohio Reads Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
460 - Student Intervention Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
467 - Student Wellness & Success Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
499 - Misc State Grants	\$ -	\$ -	\$ -	\$ 135,000.00	\$ -	\$ 135,000.00
504 -Education Jobs Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
507 -ESSER (Cares Act)	\$ -	\$ -	\$ -	\$ 3,797,170.00	\$ 497,373.00	\$ 4,294,543.00
510 - CRF Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
516 - IDEA - B	\$ -	\$ -	\$ -	\$ 991,636.00	\$ -	\$ 991,636.00
524 - Perkins Grant	\$ -	\$ -	\$ -	\$ 185,700.00	\$ -	\$ 185,700.00
532 - State Fiscal Stabilization Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
533 - Title II-D Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
572 - Title I	\$ -	\$ -	\$ -	\$ 345,937.00	\$ -	\$ 345,937.00
573 - Title V-Innovate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
584 - Title IV-A	\$ -	\$ -	\$ -	\$ 26,356.00	\$ -	\$ 26,356.00
587 - IDEA Preschool - Handicapped	\$ -	\$ -	\$ -	\$ 26,374.00	\$ -	\$ 26,374.00
588 - E-Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
590 - Improving Teacher Quality	\$ -	\$ -	\$ -	\$ 82,162.00	\$ -	\$ 82,162.00
599 - Misc Federal Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Special Revenue	\$ 2,798,197.49	\$ -	\$ -	\$ 6,903,244.89	\$ 507,801.00	\$ 10,209,243.38

FUND NAME	BEG UNENC BALANCE	TAXES	ADJUSTMENT TO TAXES	OTHER SOURCES	ADJUSTMENT OTHR SOURCE	TOTAL
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GOVERNMENTAL (cont)

Debt Service

002 - Bond Retirement	\$ 10,110,531.25	\$ 6,019,800.00	\$ -	\$ 1,102,200.00	\$ -	\$ 17,232,531.25
				\$ -		
Total Debt Service	\$ 10,110,531.25	\$ 6,019,800.00	\$ -	\$ 1,102,200.00	\$ -	\$ 17,232,531.25

Capital Projects

003 - Permanent Imp Fund	\$ 223,441.38	\$ -	\$ -	\$ 44,500.00	\$ -	\$ 267,941.38
004 - Building Construction Fund	\$ 32,674,641.39	\$ -	\$ -	\$ -	\$ -	\$ 32,674,641.39
010 -Classroom Facilities (OFCC)	\$5,359,878.49	\$ -	\$ -	\$ -	\$ -	\$ 5,359,878.49
071 - Sales Tax Grants	\$1,467,753.16	\$ -	\$ -	\$ 2,600,000.00	\$ -	\$ 4,067,753.16
450 - School Net Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Projects	\$ 39,725,714.42	\$ -	\$ -	\$ 2,644,500.00	\$ -	\$ 42,370,214.42

Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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PROPRIETARY

Enterprise

006 - Food Service	\$ 1,884,481.63	\$ -	\$ -	\$ 1,019,800.00	\$ -	\$ 2,904,281.63
009 - Uniform School Supply	\$ 31,570.66	\$ -	\$ -	\$ 56,615.00	\$ -	\$ 88,185.66
011 - Customer Service	\$ -	\$ -	\$ -	\$ 244,000.00	\$ -	\$ 244,000.00
012 - Adult/Community Ed.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
013 - Recreation Community Center	\$86.85	\$ -	\$ -	\$ 40,131.00	\$ -	\$ 40,217.85
020 - Extend Learning (Bear Cub)	\$0.00	\$ -	\$ -	\$ 245,000.00	\$ -	\$ 245,000.00
Total Enterprise	\$ 1,916,139.14	\$ -	\$ -	\$ 1,605,546.00	\$ -	\$ 3,521,685.14

Internal Service

014 - Four Cities Compact	\$ 91,185.01	\$ -	\$ -	\$ 475,000.00	\$ -	\$ 566,185.01
024 - Insurance Fund	\$ 8,982.45	\$ -	\$ -	\$ 302,000.00	\$ -	\$ 310,982.45

Total Internal Service	\$ 100,167.46	\$ -	\$ -	\$ 777,000.00	\$ -	\$ 877,167.46
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FIDUCIARY

Trusts						
007 - Special Trust Funds	\$7,843.35	\$ -	\$ -	\$ 9,700.00	\$ -	\$ 17,543.35

Agency

017 - SD Library Construction Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
022 - District Agency Funds (AIM)	\$ 45,697.15	\$ -	\$ -	\$ 28,900.00	\$ (10,158.00)	\$ 64,439.15
200 - Student Activities	\$ 31,570.49	\$ -	\$ -	\$ 106,988.00	\$ -	\$ 138,558.49
				\$ -		
Total Fiduciary	\$ 85,110.99	\$ -	\$ -	\$ 145,588.00	\$ (10,158.00)	\$ 220,540.99

ANNUAL APPROPRIATION RESOLUTION

CITY, EXEMPTED VILLAGE, JOINT VOCATIONAL OR LOCAL BOARD OF EDUCATION

Rev. Code, Sec. 5705.38

Permanent #2

The Board of Education of the Wadsworth City School District, Medina County, Ohio, met in regular session the 21st day of November, 2022 at Wadsworth High School with the following members present:

_____ Julie Batey
 _____ Amanda Gordon
 _____ Gary McComas
 _____ Jill Stevens
 _____ Linda Kramer

_____ moved the adoption of the following resolution:

BE IT RESOLVED by the Board of Education of the Wadsworth City School District, Medina Co., Ohio, that to provide for the current expenses and other expenditures of said Board of Education, during the **fiscal year, ending June 30, 2023**, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

ALL FUNDS TYPES**Governmental Fund Types**

<u>Fund Class/Name</u>	<u>Fund Number/SCC</u>	<u>Total Appropriation</u>
General Fund Class		
General Fund	001	54,631,691.00
Special Revenue Class		
Principal's Fund	018	139,169.50
Other Local Grants	019	50,147.00
Frank H. Close Scholarship	029	22,600.00
Classroom Facilities	034	238,982.87
District Activities	300	488,746.00
Auxiliary Services	401	209,000.00
EMIS	432	0.00
Entry Year Mentor Program	440	0.00
Data Communications Fund (OneNet)	451	14,400.00
SchoolNet Professional Development	452	0.00
OhioReads Grant	459	0.00
Student Wellness & Success Funds	467	0.00
Misc. State Grants	499	34,100.00
Education Jobs Bill	504	0.00
ESSER (Cares Act)	507	1,970,530.00
IDEA-B / Access Grant	516	991,635.44
Carl Perkins	524	185,699.39

<u>Fund Class/Name</u>	<u>Fund Number/SCC</u>	<u>Total Appropriation</u>
Fiscal Stabilization Fund	532	0.00
Title II-D Technology	533	0.00
Title I-TA	572	345,936.27
Title V- Innov.	573	0.00
Title IV -A	584	26,355.70
Early Childhood Special Education -IDEA	587	26,373.49
E-Rate	588	0.00
Title II-A Teacher Quality	590	82,161.22
Misc. Federal Grants	599	0.00

Total Special Revenue Class **4,825,836.88**

Debt Service Fund Class

Bond Retirement Fund	002	6,926,731.86
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Capital Project Fund Class

Permanent Improvement Fund	003	27,200.00
Building Construction Fund	004	4,000,000.00
Classroom Facilities (OSFC)	010	0.00
Sales Tax Capital Grants	071	2,793,263.92
SchoolNet/SchoolNet Plus	450	0.00

Total Capital Project Fund Class **6,820,463.92**

Proprietary Fund Types

Enterprise Fund Class

Food Services	006	1,393,074.74
Uniform School Supplies Fund (USS)	009	51,615.00
Customer Services Fund	011	237,500.00
Community/Adult Education	012	0.00
Recreation Community Center	013	40,000.00
Extended Learning (Bear Cub)	020	243,915.00

Total Enterprise Fund Class **1,966,104.74**

Internal Service Fund Class

Four-Cities Compact	014	505,287.50
Self Insurance Fund	024	306,000.00

Total Internal Service Fund Class **811,287.50**

<u>Fund Class/Name</u>	<u>Fund Number/SCC</u>	<u>Total Appropriation</u>
Fiduciary Fund Type		
Trust Fund		
Special Trust Funds	007	2,739.00
Agency Fund		
School District Library Construction Fund	017	0.00
District Agency Funds	022	33,676.00
Student Activities	200	85,375.00
Total Agency Fund Class		119,051.00

Total Appropriations - All Fund Types

\$76,103,905.90

_____ seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Jill Stevens	_____
Julie Batey	_____
Amanda Gordon	_____
Gary McComas	_____
Linda Kramer	_____

CERTIFICATE

Section 5705.39 R.C. - "No appropriation measure shall become effective until there is filed with the appropriating authority by the county auditor a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure."

The State of Ohio, Medina County, ss.

I, Douglas D. Beeman, Treasurer of the Board of Education of the Wadsworth City School District, in said county, and in whose custody the Files, Journals and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is taken and copied from the original Resolution now on file with the said Board, that the same is a true and correct copy thereof.

Witness my signature, this 21st day of November, 2022.



Treasurer of the Board of Education for the Wadsworth City School District
Medina County, Ohio

Wadsworth City Schools

Medina County

Schedule of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Years Ended June 30, 2020, 2021 and 2022 Actual;
Forecasted Fiscal Years Ending June 30, 2023 Through 2027

		Actual				Forecasted				
		Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Average Change	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
1.010	General Property Tax (Real Estate)	\$19,350,283	\$19,739,467	\$22,786,750	8.7%	\$26,432,630	\$27,225,609	\$27,770,121	\$28,325,523	\$28,892,034
1.020	Tangible Personal Property Tax (Public Utility)	5,097,931	5,769,470	\$6,313,516	11.3%	6,944,867	7,049,039	7,154,775	7,262,097	7,371,028
1.030	Income Tax									
1.035	Unrestricted State Grants-in-Aid	18,126,592	18,596,211	\$17,461,978	-1.8%	17,466,757	17,732,557	17,877,291	18,150,934	18,299,852
1.040	Restricted State Grants-in-Aid	589,933	681,644	\$1,602,706	75.3%	1,762,278	1,771,624	1,784,201	1,796,904	1,809,734
1.045	Restricted Federal Grants-in-Aid - (SFSF -532) (Ed jobs Bill-504)									
1.050	Property Tax Allocation	2,485,683	2,482,625	\$2,544,108	1.2%	2,544,108	2,544,108	2,544,108	2,544,108	2,544,108
1.060	All Other Revenues	2,322,219	2,375,047	\$1,675,692	-13.6%	1,249,837	1,298,026	1,304,434	1,280,907	1,282,445
1.070	Total Revenues	47,972,641	49,644,464	52,384,750	4.5%	56,400,476	57,620,963	58,434,931	59,360,473	60,199,201
Other Financing Sources										
2.010	Proceeds from Sale of Notes									
2.020	State Emergency Loans and Advancements (Approved)									
2.040	Operating Transfers-In									
2.050	Advances-In	4,023,543	3,864,912	4,418,102	5.2%	1,853,533	100,000	200,000	200,000	200,000
2.060	All Other Financing Sources	598,085	897,406	705,976	14.4%	112,661	55,000	55,000	55,000	55,000
2.070	Total Other Financing Sources	4,621,628	4,762,318	5,124,078	5.3%	1,966,194	155,000	255,000	255,000	255,000
2.080	Total Revenues and Other Financing Sources	52,594,269	54,406,782	57,508,828	4.6%	58,366,669	57,775,963	58,689,931	59,615,473	60,454,201
Expenditures										
3.010	Personnel Services	28,723,549	30,049,082	31,462,067	4.7%	33,769,408	36,069,503	38,603,851	40,765,667	43,089,310
3.020	Employees' Retirement/Insurance Benefits	10,461,246	9,864,624	10,131,164	-1.5%	11,050,037	12,596,615	13,915,470	14,813,818	15,803,703
3.030	Purchased Services	7,037,241	6,638,654	6,363,702	-4.9%	6,785,441	6,972,472	7,230,973	7,501,159	7,737,436
3.040	Supplies and Materials	1,319,893	1,500,182	1,871,224	19.2%	1,719,845	2,646,031	2,593,991	2,643,794	2,695,517
3.050	Capital Outlay	482,769	293,850	825,368	70.9%	498,525	655,860	678,070	701,194	724,272
3.060	Intergovernmental									
Debt Service:										
4.010	Principal-All (Historical Only)									
4.020	Principal-Notes									
4.030	Principal-State Loans									
4.040	Principal-State Advancements									
4.050	Principal-HB 264 Loans									
4.055	Principal-Other									
4.060	Interest and Fiscal Charges									
4.300	Other Objects	480,066	469,265	562,304	8.8%	588,435	622,725	620,048	657,922	676,364
4.500	Total Expenditures	48,504,764	48,815,657	51,215,829	2.8%	54,411,691	59,563,205	63,642,404	67,083,555	70,726,601
Other Financing Uses										
5.010	Operating Transfers-Out	25,805	219,277	63,595	339.4%	120,000	20,000	20,000	20,000	20,000
5.020	Advances-Out	3,864,912	4,418,102	1,853,533	-21.9%	100,000	200,000	200,000	200,000	200,000
5.030	All Other Financing Uses		4,400							
5.040	Total Other Financing Uses	3,890,717	4,641,779	1,917,128	-19.7%	220,000	220,000	220,000	220,000	220,000
5.050	Total Expenditures and Other Financing Uses	52,395,481	53,457,436	53,132,957	0.7%	54,631,691	59,783,205	63,862,404	67,303,555	70,946,601
6.010	Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	198,788	949,346	4,375,871	369.3%	3,734,979	2,007,242-	5,172,473-	7,688,082-	10,492,400-
7.010	Cash Balance July 1 - Excluding Proposed Renewal/Replacement and New Levies	16,344,369	16,543,157	17,492,503	3.5%	21,868,374	25,603,353	23,596,111	18,423,638	10,735,556
7.020	Cash Balance June 30	16,543,157	17,492,503	21,868,374	15.4%	25,603,353	23,596,111	18,423,638	10,735,556	243,156

Wadsworth City Schools
Fiscal Year 2023 – Five-Year Forecast
November 2022
EXECUTIVE SUMMARY

The first three pages of this report comprise the Executive Summary, which is intended to provide a summary of the Five-Year Forecast and highlight changes. For a complete understanding of the Forecast, readers are encouraged to read the Assumptions that follow the Executive Summary.

ESSER Grant: (Elementary & Secondary School Emergency Relief Fund):

- The district has received significant federal funding through ESSER grants.
- Total ESSER grant dollars still available to the district:

<u>Grant</u>	<u>Amount</u>	<u>End Date</u>
○ ESSER II	\$53,496.99	June 30, 2023
○ ESSER ARP	\$2,231,941.18	June 30, 2024
○ ARP IDEA-B	\$28,446.67	June 30, 2023
○ ESSER State Activity	\$497,372.65	June 30, 2023
○ ARP Homeless Round II	\$3,875.69	June 30, 2023

- The district has the following staff paid out of ESSER grants:

	<u>Teaching Staff</u>	<u>Support Staff</u>
ESSER State Activity: Expires FY 2023	5.5	0
ESSERR ARP: Expires FY 2023	7.5	2

- ESSER salaries and benefits return to the General Fund as follows:
 - FY 2024 - \$460,660
 - FY 2025 - \$878,342
- WESPA members permitted to stack jobs (e.g., transportation and aide) to receive benefits are funded by the ESSER grant for FY 2023 and 2024. The forecast accounts for these expenses in the General Fund as follows:
 - FY 2025 - \$254,215
 - FY 2026 - \$274,976
 - FY 2027 - \$291,473

REVENUE:

Local Property and Public Utility Personal Property Tax Collections:

- The voters of Wadsworth City Schools approved a 6.7 mill and 2.4 mill combination operating and bond levy on November 2, 2021.

- Fiscal Year 2023 general property taxes are projected to increase 16% as the levy phases in during the first half of collections in FY 2023.
- FY 2023 PUPP Taxes: The Nexus pipeline continues to be valued at a fraction of the projected valuation due to Nexus appeals. The Forecast continues to project PUPP at the appealed values until we hear differently from the Ohio Department of Taxation. For FY 2023, PUPP collections are projected to increase 10%.

House Bill 110:

- The FY 2022-2023 Biennial Budget was finalized in June 2021. The Budget Bill implemented an entirely new school funding formula for Ohio. The implementation of the Fair School Funding Plan (FSFP) turns the Ohio school funding system upside down. See the Assumptions for a further explanation of the FSFP and its impact on Wadsworth City Schools.

EXPENSES:

Salaries:

- FY 2023 wages are projected to increase 7.33% due to staff previously paid from grants, steps, base increases, as well as additional staff outlined below. For further discussion, see the related Assumptions.
- **Federal Grants:**
 - **IDEA-B:** The IDEA-B special education grant funds salaries for nine (9) special education teachers.
 - **Title I:** The Title I grant primarily funds our K-8 tutors. In addition, beginning in the 2016-17 school year, we funded 1½ teachers at Lincoln Elementary utilizing Title I. This year, one full-time kindergarten teacher at Lincoln is funded with the Title I grant, and the part-time position was moved to the General Fund.
 - **ESSER Grants:** See discussion above.

Health Care Renewal:

- The SRHCC insurance renewal for FY 2023 was approved in April of 2022. The renewal with the consortium for FY 2023 is **1.6%**.
- Health Care renewals the previous six years:

FY 2017	5.16%	FY 2020	0.00%
FY 2018	2.33%	FY 2021	0.00%
FY 2019	4.85%	FY 2022	0.00%

Advances In/Out:

- Now that there are additional assets in the Construction Fund (004) due to the passage of the bond issue in November of 2021, advances and transfers have returned to normal.

Purchased Services:

- Reminder: The FSFP changed how we count students from the district of residence to the district of attendance. This change decreased expenses in the purchased services category for tuition to public charter schools and open enrollment out, beginning in FY 2022.
- Natural Gas: The district is under contract at less than \$3 per mcf through CY 2024. Beginning in FY 2025, the forecast accounts for a 25% increase in natural gas due to the expiration of this contract.
- Due to high inflation rates, there is an additional allowance of \$100,000 for inflationary costs in FY 2024 for purchased services.

Supplies:

- **Textbooks:** (line 3.040 – Supplies) As outlined in the Assumptions on page 16, textbooks are purchased out of the Medina County Sales Tax Fund for FY 2023. Beginning in FY 2024, textbooks return to the General Fund.
- Due to high inflation rates, there is an additional allowance of \$100,000 for inflationary costs in FY 2024 for supplies.

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Wadsworth City Schools
Fiscal Year 2023 - Five-Year Forecast
November 2022
ASSUMPTIONS

Overview

This financial report is published by the Treasurer of the Wadsworth City School District in good faith and within the scope of his employment. Said forecast and the underlying Assumptions will be presented to the Wadsworth City Board of Education at its regular meeting on November 21, 2022.

The Forecast and Assumptions are intended to provide the Board of Education and the Wadsworth community with information about the current financial status of the district, as well as the projected future. The information presented in the Five-Year Forecast is supported by the underlying Assumptions. In order for the Board and community to better understand the Forecast, they are encouraged to read and understand the supporting Assumptions.

The Forecast is in the second year of HB 110 (the biennial budget) passed by the legislation in June of 2021 and phases in the Fair School Funding Plan (FSFP) over the next six years. However, the legislation for the FSFP is only in law for two years. The legislature will reevaluate the FSFP after two years to determine if the plan should continue and complete the phase-in.

Funding formulas, referred to as the SF-3, PASS and the SFPR for Ohio's public school districts were eliminated in previous budget bills. Under the PK-12 education funding formula, school districts are either on the guarantee, the formula, or are a capped district. Schools on the guarantee receive the same state aid as the previous year; schools on the formula receive the amount of funding the formula calculates; and schools that are capped were scheduled to receive additional aid but are capped at a certain percentage above what they received in the previous fiscal year. The FSFP does incorporate new caps and guarantees into the new funding formula as well. See the Unrestricted Aid Section for more information on the 2022-23 Biennial Budget and state aid.

The FSFP was the work of superintendents and treasurers from 2020 to 2022. The group worked with House Representatives Cupp and Patterson to develop a new funding solution for public school districts across the state of Ohio. The Cupp-Patterson Plan, or Fair School Funding Plan (FSFP), was part of HB 110, the FY 2022 and 2023 Biennial Budget, and is phased in over the next six years.

This forecast includes the General Fund only. Information related to all other funds of the district can be found on the Certificate of Revenue and the Annual Appropriations Resolution. In this fiscal year, the General Fund is projected to account for 72% of all expenditures.

As with any projection, accuracy diminishes the further one speculates into the future. There are three State Biennial Budgets within the five years of this projection.

General Fund Revenue

1.010 Property Tax (Real Estate)

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
General Property Tax (Real Estate)	\$26,432,630	\$27,225,609	\$27,770,121	\$28,325,523	\$28,892,034

Real estate taxes account for 46% of our projected revenue (last year = 43%) in the General Fund. The increase is a result of the November 2, 2021, 6.7 mill operating levy. Our assessed valuation is the core component of real estate taxes and an involved part of the state funding formula. Medina County experienced a reappraisal in 2019 and a triennial update in 2022.

Wadsworth City Schools assessed valuation (AV) increased 2.3% for 2014 (collection year 2015), 1.6% for 2015 (collection year 2016), 12.7% for 2016 (collection year 2017), 1.47% for 2017 (collection year 2018), 4.4% for 2018 (collection year 2019), 15.4% for 2019 (collection year 2020), .79% for 2020 (collection year 2021) and .12% for 2021 (collection year 2022). As the numbers demonstrate, the district's AV has not grown in recent years, a sign that there is very little new development happening in our community. Due to HB 920, districts see little additional (or loss of) revenue from a reappraisal or triennial update years. HB 920 rolls back the effective millage on voted levies, thus the district receives no additional (or loss) of revenue because of reappraisal on voted levies. The district will gain revenue on the inside millage and new construction.

Key components of line 1.010 of the Forecast are:

- FY 2023 – Second half phase-in of the 6.7 mill operating levy projecting a 16% increase in revenue this year.
- 3% increase for year two.
- 2% increase for years three, four and five of the forecast.

1.020 Tangible Personal Property Tax and Public Utility Personal Property

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Tangible Personal Property Tax (Public Utility)	6,944,867	7,049,039	7,154,775	7,262,097	7,371,028

The 2009 Biennial Budget eliminated the Tangible Personal Property (TPP) tax on the business community and thus began phasing out a major source of local revenue to school districts throughout the state of Ohio. In FY 2012, the Wadsworth City Schools local TPP revenue was eliminated, but we continued to receive TPP reimbursements from the state through FY 2016. The district continues to receive Public Utility Personal Property (PUPP) taxes. PUPP values have continued to grow in recent years, providing most of the district's increases in local tax collections.

The Nexus gas transmission pipeline was completed in Medina County in 2018 and appeared on the 2019 tax duplicate. The PUPP assessed valuation initially increased over \$24M for calendar year 2019 (paid in 2020) primarily due to the Nexus pipeline. This increase in values was projected to bring an additional \$1.5M in taxes. However, Nexus has filed two appeals requesting to reduce their values by a total of 52%. In addition, Nexus tender paid their tax bills, therefore, reducing the FY 2020, 2021 and 2022 collections from what was projected. The Ohio Tax Commissioner overruled the Nexus appeal. Nexus has taken their appeal to the Board

of Tax Appeals, and we are still waiting on a decision. Once the appeal case is settled, the difference, if any, must be paid by Nexus.

Therefore, upon advice of professionals, the district projects to receive about 48% of the anticipated additional revenue.

Key components of line 1.020 of the Forecast are:

- Nexus values (at 48%) included in FY 2023-2027
- Projecting 10% increase for FY 23 (6.7 mill levy)
- 1.25% increase projected in FY 2024-2027

As more information becomes available regarding values associated with the pipeline, the Board of Education will be updated.

1.035 Unrestricted Grants in Aid (State Aid)

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Unrestricted State Grants-in-Aid	17,466,757	17,732,557	17,877,291	18,150,934	18,299,852

History: HB 166 the 2020-2021 Biennial Budget (passed in the summer of 2019) suspended the current education funding formula. The suspended state aid formula followed the basic premise of enrollment (known as ADM) x Basic Aid (\$6,020) x the State Share Index. Based on the output of the formula, districts were either on the guarantee, formula or capped.

- **Guarantee** - If a district's formula aid was less than what the district received in FY 2019, the district was guaranteed to receive at least their FY 2019 funding.
- **Capped** - If a district's formula amount was higher than a percentage determined by the legislature, then the district was capped at that amount.
- **Formula** - If a district fell in between and were actually funded at the formula amount, the district was considered a "Formula District."

During Fiscal Years 2016 and 2017, Wadsworth City School District was funded on "The Formula." Beginning in FY 2018, due to an enrollment decrease of 100 students and the basic aid allowance from the State only increasing by \$10.00 per student, Wadsworth (along with 201 other districts) transitioned to the Guarantee. In FY 2020, every district in the state of Ohio was on the Guarantee as the formula was suspended for the biennium. The new Guarantee amount was the FY 2019 funding level. Due to the pandemic, state aid was further reduced by Governor DeWine in May of 2020. The net loss in state aid over FY 2020 and 2021 was \$1,297,378. The pandemic has caused state aid to be very vulnerable the past four years.

Present: FY 2022 and 2023 Biennial Budget (HB 110):

HB 110, the current biennial budget, phases in the Fair School Funding Plan (FSFP). Instead of funding a basic aid amount as all previous funding formulas did, the FSFP calculates a base cost that is unique to every district. The base cost is determined based on four funding areas. These are Direct Classroom Instruction (DCI), Instruction and Student Services (ISS), Building Leadership and Operations (BLO), and District Leadership and Accountability (DLA). An

example of DCI is regular classroom teachers. The chart below demonstrates one of the calculations for funding regular education teachers:

Base Cost:

<u>Grade level</u>	<u># of Students/Teacher for funding</u>
K	20
1-3	23
4-8	25
9-12	27
Career Tech	18

As an example, a district with 110 kindergarten students would receive funding for 5.5 teachers at \$62,193 + 16% for benefits and \$13,894 for health care insurance per teacher. Therefore, under the formula, this district would receive \$473,211.34 to fund regular education teachers for kindergarten. This is just one example of DCI. A similar formula is used for the other components of DCI as well as ISS, BLO and DLA. However, the new formula allows for flexibility. A district is not required to spend \$473,211.34 on kindergarten. This is simply their funding amount, and when combined with all the other components of the formula, develops the district's unique base cost.

Wadsworth's base cost as of the November (2022) #1 foundation payment was **\$7,331.84**. Again, the base cost is a fluid number and different for every district across the state based on their enrollment numbers.

Local Capacity: There is still a Local Capacity (formerly known as the State Share Index) component to the FSFP. The FSFP assumes local funds are raised and are accounted for in the new formula. To say it another way, a district will not receive the full \$473,894 in the example above for kindergarten. A percentage of the funding is assumed to be raised locally based on the components listed below. The Local Capacity determined on the components listed below will develop a percentage of the base cost that a district will receive. This is like the State Share Index in the previous formula but removes the fluid comparison to other districts that made the State Share Index inadequate:

- Total Assessed Valuation per Pupil (60%)
- Median Adjusted Gross Income per Pupil (20%)
- Weighted Adjusted Gross Income per Pupil (20%)

Under the previous funding formula, Wadsworth's State Share Index (SSI) was about 48%, which means we received 48% of the **\$6,020 (\$2,890)** basic aid amount per student.

Under the Fair School Funding Plan (FSFP) Wadsworth local capacity is **\$4,587.77**. Therefore, while the base cost of \$7,331.84 is significantly greater than the basic aid amount of \$6,020,

because our local share is calculated at a much higher amount (state share is less), we are receiving **\$2,744.07** per student in FY 2023.

	<u>Gross per Student</u>	<u>Local Capacity</u>	<u>Net State Aid per Student</u>
FY 2021 SFPR	\$6,020	\$3,130	\$2,890
FY 2023 FSFP	\$7,332	\$4,588	\$2,744

Categorical Funding: In addition, the FSFP includes categorical funding that is not part of the base costs. These include Special Education, Career Tech, ELL, Gifted, Disadvantage Pupils, Targeted Assistance, Transportation and Preschool. Categorical funding is restricted in nature.

Student Count: The other major change in the FSFP is how students are counted. In previous funding formulas a student was counted based on the district of residence, not the district of attendance. Example: If a Wadsworth resident student attended a public charter school, the student was first counted in Wadsworth, and we receive our state share of funding for that student. We were then charged “tuition” for that student to attend the public charter school. In the case of Wadsworth, this resulted in a net loss of about \$3,000 per student that attend a charter school. Under the FSFP, students are counted in the district of attendance. Therefore, a Wadsworth resident attending a public charter school will no longer be included in our count saving the district nearly \$1M in tuition costs but reducing our state aid as well. See the purchased services for additional information on this change.

Key components of line 1.035 of the Forecast are:

- No change in FY 2023.
- FY 2024 and 2026 1.5% increase in unrestricted state aid (1st year of the biennium).
- FY 2025 and 2027 .8% increase in unrestricted state aid (2nd year of biennium).

Note: Until the governor and legislature pass the FY 2024-2025 biennial budget, any projection is purely speculative. The following components need to be determined as part of the biennial budget process:

1. Will the FSFP continue, or will we revert to the SFPR, or will we have something new?
2. If the FSFP continues:
 - a. Will the legislature continue the phase-in of the formula?
 - b. Will the base cost funding components be updated? IE average salary used to calculate direct classroom instruction (DCI).

Casino Funding: The FY 2022 Ohio casino tax increased to \$278,012, \$87,000 more than FY 2021 and \$30,000 more than FY 2020. The law mandates the casinos to pay a 34% tax rate, and 33% of the tax is earmarked for school districts in Ohio to be distributed on a per-student basis. The law also implies that this money goes to education outside the funding formula and should not be part of the SFPR or FSFP formula but is included on line 1.035.

- Nearly \$1.4M in revenue projected over the life of the Forecast from the Ohio Casino Tax.

1.040 Restricted State Grants in Aid

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Restricted State Grants-in-Aid	1,762,278	1,771,624	1,784,201	1,796,904	1,809,734

The Fair School Funding Plan (FSFP) added components to restricted state aid. Historically, restricted state aid was primarily career technical education as well as special education related to catastrophic cost reimbursements. With the implementation of the FSFP, restricted aid is expanded beyond career tech and catastrophic costs to include Disadvantaged Pupil Impact Aid (DPIA) and Student Wellness and Success Funds (SWSF). In the previous biennial budget, SWSF were accounted for outside of the General Fund and Five-Year Forecast in Fund 467. In the FSFP, SWSF are part of the General Fund and the Five-Year Forecast. In addition, categorical funding (restricted aid) for career tech and special education is calculated using weights as opposed to dollar amounts. Under the SFPR, these categories were funded using a flat dollar amount as determined by the legislation during the budget process. Using weights will allow the amount of funds growing toward these restricted categories to naturally increase as the base cost (see discussion in unrestricted state aid) increases.

The second primary source of revenue is catastrophic cost reimbursements for special education students. Catastrophic costs are reimbursements from ODE for qualifying special needs students the district provides services for above a certain price point, depending on their disability.

- In years 2023-2027, the Forecast is not projecting an increase in **catastrophic cost** reimbursements. Further, under the FSFP, the amount of funding allocated to special education in the categorical funding has been reduced by 10% to fund catastrophic cost reimbursements. Prior to the FSFP, we applied for catastrophic costs reimbursements to generate additional special education funds. Under the FSFP, we must complete catastrophic costs just to get back the 10% in special education funding that was withheld from our foundation payment. We received catastrophic cost reimbursements greater than our 10% reduction in FY 2022. However, the forecast only accounts for getting our initial 10% back in future years.

1.050 Homestead Exemption 10% Rollback & Tangible Personal Property Reimbursement

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Property Tax Allocation	2,544,108	2,544,108	2,544,108	2,544,108	2,544,108

Homestead Exemption: The 10% and 2.5% rollback of property taxes changed with the 2009/2010 Biennial Budget. The State increased the eligibility of seniors for this credit. In addition, HB 59 (2014-15) eliminated this reimbursement on future levies. All current levies continue to receive this reimbursement.

- The Forecast projects flat funding for homestead exemption for each year.

1.060 All Other Revenues (Local Income)

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
All Other Revenues	1,249,837	1,298,026	1,304,434	1,280,907	1,282,445

There are six primary revenue sources to All Other Revenues:

1. Tuition (~~open-enrollment~~, special education, preschool and summer school)
 2. Extracurricular activities assessment
 3. Student-paid fees and fines
 4. Investment income (declining interest rates)
 5. Medicaid reimbursements
 6. Revenue Sharing Agreements with the City of Wadsworth related to tax abatements
- With the implementation of the FSFP and the change in the way students are counted (district of attendance vs. district of residence), the calculation for open-enrolled students will be impacted. No longer will districts receive tuition payments for incoming open-enrolled students, and no longer will districts pay tuition for students leaving their district through open enrollment. Open-enrolled students are now counted in our base costs.
 - The activity assessment fee is projected to be stable over the life of the Forecast. There are currently no plans to increase or eliminate the activity assessment fee.
 - The investment income projection has been increased because of the Fed's increasing interest rates to combat inflation. The district continues to monitor its investment portfolio under the direction of Fifth Third Securities. In addition, outside of the forecast, the district is laddering the investment of the proceeds from the Intermediate School Bond issue to maximize the funds available for this project.
 - Medicaid reimbursements are projected to remain consistent.

2.050 Advances-In

- Advances-In: The advances in and out have been minimized as there is no longer a need to advance funds to the 004 Construction Fund. Advances in account for the FYE 2022 advances primarily for federal grant cash flow purposes.

2.060 Other Financing Sources

- Other sources include Sale of District Assets and Refunds of Prior Year Expenditures. Historically, the primary funding sources are:
 - Ohio BWC rebates
 - Medina County Auditor's Office refund of auditor fees
 - Refund of prior year expenses from the Medina ESC

The district is projecting an \$87,000 refund from the Medina ESC but is not projecting rebates or refunds from BWC or the County Auditor's office during the

life of the forecast. With the change in leadership in the County Auditor's office, it is unknown if the new auditor will issue similar refunds.

2.080 Revenue Summary

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Total Revenues and Other Financing Sources	58,366,669	57,775,963	58,689,931	59,615,473	60,454,201

The Forecast projects an increase in FY 2023 total revenue of 1.5%. However, this number is slighted because advances-in went from \$4.4M in FY 2022 to \$1.8M in FY 2023. Total revenue before advances and other financing sources is projected to increase **7.7%**.

Major issues affecting revenue:

- New 6.7 mill operating levy
- State Aid – implementation of the FSFP and next biennium
- Volatile investment income
- Advance-In

General Fund Expenditures

3.010 Salaries and Wages

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Personnel Services	33,769,408	36,069,503	38,603,851	40,765,667	43,089,310

Salaries and wages are projected to **increase** 7.33% over FY 2022 (as compared to a 4.7% increase for the same period last year). The district added six full-time and six part-time (9 FTE) teaching positions. **Four of the full-time positions and four of the part-time positions are funded using federal grants (ESSER) and are not accounted for in the Forecast until FY 2024. However, there are four full-time positions funded under the American Recovery Plan (ARP) IDEA-b grant that returned to the General Fund in FY 2023. Therefore, the net increase in teaching staff to the Forecast is seven full-time and two part-time teachers.**

- Beginning in FY 2017, the district contracted with Renhill and the Summit County ESC for substitute teacher services. Therefore, our substitute services moved from the Salaries (line 3.010) to the Purchased Services (line 3.030) of the Forecast.
- The district and the Wadsworth Education Association (WEA) are in the third year of a three-year contract that continues through June 30, 2023. The agreement includes step increases for eligible employees and a base increase in each year of the contract. In addition, employees pay 11% of the cost for health care insurance each year of the contract.
- The district and the Wadsworth Education Support Personnel Association (WESPA) are in the third year of a three-year contract that continues through June 30, 2023. The WESPA agreement includes step increases for eligible employees and a base increase in each year of the contract. In addition, employees will pay 6%/9% (family/single) of the cost for health care insurance.

- The 2022-23 salaries and benefits are projected to be 82.37% of General Fund Expenditures (compared to 81.2% last year).
- The district's 2022-23 teaching staff consists of 287 full-time and 11 part-time teaching professionals. We have 13 licensed professionals working as tutors in the district (7 tutors are funded with grant money and are not part of this Forecast), 22 licensed administrators and 16 exempt salaried employees (4 of the exempt salaried employees are not paid from the General Fund).
- If district enrollment continues to decline, we must continue to monitor our staffing, and reductions may need to be made. The Forecast currently does not account for any reductions in staff.
- The following staffing changes are accounted for:
 - **2022-23** school year includes increases as follows:
 - Special Education:
 - English Second Language Teacher **(+1 FTE)**
 - School Psychologist **(+1 FTE)**
 - Special Education Teachers **(+1.5 FTE)**
 - 1.5 Intervention Specialist positions are funded for FY 2023 under the ESSER State Activity Grant for the current year.
 - These positions are funded out of the General Fund for FY 2024- 2027.
 - High School:
 - H.S. Diversified Medical Technologies Teacher **(+1 FTE)**
 - Elementary:
 - Elementary School Counselor **(+1.5 FTE)**
 - Positions are funded for FY 2023 under the ESSER State Activity Grant for the current year.
 - These positions are funded out of the General Fund for FY 2024- 2027.
 - Technology Integration Specialist **(+1 FTE)**
 - Two part-time Literacy Coaches **(+1 FTE)**
 - The Tech Integration and Literacy Coach position are funded out of the ESSER grant through FY 2024.
 - Art Teacher **(+.5 FTE)**
 - Speech Lang Pathologist **(+.5 FTE)**

Student Wellness and Success Funds (SWSF):

- The FSFP took SWSF that were previously accounted for in a separate state grant (Fund 467) and made these restricted funds part of the Base Cost. Therefore, the General Fund absorbed the portion of K-6 guidance salaries previously funded with Fund 467 into the forecast beginning in FY 2022.
- **2024, 2025, 2026 and 2027:**
 - The forecast includes an allowance for wage increases, additional staffing and grant-funded positions returning to the General Fund during the last four years of the forecast. New staffing allowances:
 - FY 2024: \$225,000
 - FY 2025: \$200,000
 - The forecast accounts for all the ESSER grant-funded positions outlined above to return to the General Fund in either FY 2024 or 2025.

3.020 Employee Retirement / Insurance Benefits

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Employees' Retirement/Insurance Benefits	11,050,037	12,596,615	13,915,470	14,813,818	15,803,703

The largest expense outside of salaries and wages is the Board's share of health care benefit premiums. In FY 2011, the district began participating in the Summit Regional Health Care Consortium (SRHCC) to pool administrative fees with Barberton, Copley-Fairlawn, Norton and Revere Schools. In FY 2015, Cuyahoga Falls City Schools joined the SRHCC; in FY 2020 and 2022, Woodridge Local Schools and Dover City Schools joined. In addition, the SRHCC continues to maximize resources and implement best practices related to health care and wellness. The consortium works with Be-Well Solutions to provide wellness support to five districts to encourage employees to make healthy lifestyle changes. Employees enrolled in the district's health care plan are encouraged to participate in the annual biometric screening, health risk assessment, as well as the many Grizzly Challenge Wellness programs offered throughout the year. Employees are rewarded with a credit to an HRA account based on positive results on their biometric screening.

The Board of Education and members of both the teachers (WEA) and support staff (WESPA) unions agreed to a new three-year contract that began July 1, 2020. There were no changes to employee health care benefits in the new contract.

Zero, Zero, Zero and 1.6% renewal:

The SRHCC Board of Directors approved a 1.6% renewal for Wadsworth on health care, Rx and dental for the 2022-23 plan year. The district previously projected an increase of 6% for FY 2023 resulting in a savings of nearly \$2,000,000 over the life of the Forecast. This was

proceeded with three years of 0% renewals on health care. These insurance changes are reflected in the Forecast and Assumptions below:

- There is an allowance for WESPA staff that stack two jobs to receive health care benefits beginning in FY 2025. Currently these benefits are funded using ESSER grant funds.
- The current industry trend for health care is between 8% and 11% increases.
- The forecast accounts for the addition of the new staff as outlined above related to health care coverage.
- Health care premiums are projected to increase 6% in each of the next four years.
 - Anthem (the district's insurance provider) current contract with the Cleveland Clinic (includes Akron City hospital) expires at the end of 2023. The new contract is not anticipated to provide the same savings as previous contracts and is one of the reasons for a projected 6% increase in premium.
- There is an allowance for health care plan changes (single to family) in each year.

Language in the WEA contract requires retirees aged 55 or older to contribute 100% of their severance payment to a 403(b) annuity as an employer contribution. Employer contributions to a 403(b) are considered a fringe benefit. Therefore, most of the certified severance is paid from benefits (line 3.020), instead of salaries and wages (line 3.010).

Currently, by state law, the Board contributes 14% of the salaries and wages to two retirement systems. Members of STRS are required to pay 14% of their earnings to the retirement system. The Board pays 10% of the Administrators' 14% employee share of STRS (10% of their salary). In addition, the Board pays a surcharge to SERS for all support staff employees whose annual income is less than \$35,800. That is, for any employee making less than \$35,800 annually, the district must pay the 14% on \$35,800 and not what they actually earn. SERS does have a cap of 2% of total SERS wages to be paid to the surcharge. We are above the cap. Therefore, we pay 16% of our total SERS payroll to the retirement system. A large percentage of the surcharge is paid by the Food Service Fund (006), which is not part of this Forecast. All but one employee in the Food Service Department earns less than \$35,800.

The other two items that make up our employee benefits are Medicare Tax and Workers' Compensation. Our district pays 1.45% Medicare tax on all employees hired after 1986.

3.030 Purchased Services

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Purchased Services	6,785,441	6,972,472	7,230,973	7,501,159	7,737,436

This category covers all our contracted services including tuition to other schools, legal services, copier leases, property/fleet insurance, gifted services from the Medina County ESC, special education services (e.g., occupational and physical therapy). In addition, it also covers professional development, utilities, contracted services, as well as College Credit Plus (CCP) tuition for high school students.

- The projection for FY 2023 is 6.6% greater than FY 22.
 - This is primarily due to inflationary costs built into the budget.
 - In FY 2024 there is an allowance for an additional \$100,000 due to inflation to account for the high inflation rates we are seeing related to professional contracts.
 - FY 2025 – 2027 has a 25% increase built in for natural gas. The district is under contract at less than \$3.00 per MCF for natural gas through CY 2024. Based on current market rates, the forecast is adjusted to account for the next natural gas contract.
- Substitute teachers and some support staff are included in Purchased Services since we contract substitute services with the Summit County ESC/Renhill. See note in the Salaries section as the offset.

3.040 Supplies and Materials (500)

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Supplies and Materials	1,719,845	2,646,031	2,593,991	2,643,794	2,695,517

Supplies and materials have been substantially lower since FY 2020 when textbook purchases were moved to the Sales Tax Fund. The forecast currently accounts for textbooks coming back to the General Fund in FY 2024.

- **Textbooks FY 2023:**
 - In an effort to fund the staffing added in FY 2020, the Board of Education elected to move textbook purchases from the General Fund to the Medina County Sales Tax. Therefore, \$2,240,000 in textbook expenses were removed from the supplies line for Fiscal-Years 2020-2023.
- **Textbooks FY 2023 - 2027:**
 - The large increase in FY 2024 accounts for **textbook** purchases coming back from the Sales Tax Fund. However, in FY 2025, the QSCB's for the construction of Isham and Valley View Schools will be paid off, resulting in funds being available in the Sales Tax Fund. The district may consider returning textbooks back to the Sales Tax Fund in future years.

- Supplies are projected to decrease 8% in FY 2023.
- Bus fuel is included in supplies and can be very difficult to project and accounts for 14.8% of Supplies. The rise in fuel costs have caused a budget increase of 35%.
- Weighted Career Tech (CT) funds from the state account for a portion of the expenses. We are required to spend CT money on CT programs within the school year (see discussion under Restricted Revenue above).

The district plans the following curriculum cycle and related textbook adoption. The expenses for FY 2020-2023 are NOT part of the Forecast (Medina County Sales Tax Fund) but are still an integral part of the district's operating budget. Textbook purchases are planned to be part of the General Fund beginning in FY 2024.

Textbook Adoption Cycle

Fiscal Year	Subject	Grade Level	First Year of Use	Projected Cost
** 2023	World Language	9-12	2023-24	\$175,000
	Fine Arts	K-12		\$150,000
	Business	9-12		\$150,000
	Health	7-12		\$20,000
	CCP & Replacements			\$130,000
2024	Science	K-12	2024-25	\$650,000
	CCP & Replacements			\$130,000
2025	Social Studies	K-12	2025-26	\$650,000
	CCP & Replacements			\$130,000
2026	English/Lang. Arts	K-12	2026-27	\$650,000
	CCP & Replacements			\$130,000
2027	Math	K-12	2027-28	\$650,000
	CCP & Replacements			\$130,000
2028	World Language	9-12	2028-29	\$300,000
	Fine Arts	K-12		\$150,000
	Business	9-12		\$150,000
	Health	7-12		\$25,000
	CCP & Replacements			\$130,000
2029	Science	K-12	2029-30	\$650,000
	CCP & Replacements			\$130,000

** = Sales Tax Fund

3.050 Capital Outlay (600 & 700)

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Capital Outlay	498,525	655,860	678,070	701,194	724,272

The General Fund and the Sales Tax Fund support capital needs in the district. Approximately 50% of the sales tax proceeds go to pay debt service related to the construction of the new Valley View and Isham Elementary Schools, as well as the 1/2 mill maintenance levy requirement of the OFCC. This amounts to \$1,460,000 annually from the Sales Tax Fund. Because of the commitments of the sales tax to the construction project, the district will continue to support capital improvements to buildings, technology, and buses from the General Fund.

- The Forecast allows for the purchase of three new school buses per year.
 - FY 2023 bus purchase budget from the General Fund is less because the district received \$135,000 bus grant from the State.
- The district developed a five-year Strategic Plan for calendar years 2021-2025. Capital expenses associated with the plan are detailed in Appendix A of the Strategic Plan. Most of the capital expenses in the plan will be funded by the Sales Tax and OFCC Maintenance Funds.
- Future years of the Forecast allow for an average 3-4% per year increase.

If any major capital improvements funded by the General Fund are needed, it would adversely affect the Forecast. In addition, there are reserves in the Sales Tax Fund to assist with any unplanned capital needs.

4.050/4.060 HB 264 Principal and Interest

There are currently no General Fund debt issues.

4.300 Other Objects (Miscellaneous)

This area covers county auditor and treasurer fees, election expenses, liability insurance and membership dues for the Board. County fees charged by the county auditor and treasurer are the primary expense (78%) in this category.

6.010 Excess Revenues over Expenditures (Deficit Spending):

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	3,734,979	2,007,242-	5,172,473-	7,688,082-	10,492,400-

This line demonstrates if the district has a balanced budget for the year or if expenditures exceed revenues (**deficit spending**). The district is thankful for the passage of the 6.7 mill operating levy. Because of this levy, the district is not projected to deficit spend until FY 2024 and maintains a positive fund balance for the life of the forecast.

7.020 Ending Cash Balance

	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
<i>Cash Balance June 30</i>	25,603,353	23,596,111	18,423,638	10,735,556	243,156

The Forecast projects a positive cash balance for the life of the forecast. Key factors leading to a positive five-year forecast include:

- Passage of the 6.7 mill operating levy
- Influx of ESSER federal grant funds
- Implementation of the Fair School Funding Plan
- Positive health care renewals with the Summit Regional Health Care Consortium

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

		Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	001	\$ 21,868,374.85	\$ 2,505,262.12	\$ 23,415,137.75	\$ 4,667,203.21	\$ 18,147,627.58	\$ 27,135,885.02	\$ 6,603,280.81	\$ 20,532,604.21
Fund:	002	\$ 10,110,531.25	\$ 98,037.05	\$ 2,573,577.05	\$ 35,319.33	\$ 26,319.33	\$ 12,657,788.97	\$ 0.00	\$ 12,657,788.97
Fund:	003	\$ 245,787.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 472.50	\$ 245,314.55	\$ 21,873.17	\$ 223,441.38
Fund:	004	\$ 36,654,449.21	\$ 52,110.86	\$ 151,868.11	\$ 0.00	\$ 626,668.24	\$ 36,179,649.08	\$ 3,378,463.00	\$ 32,801,186.08
Fund:	006	\$ 2,025,423.52	\$ 171,765.63	\$ 337,282.48	\$ 135,598.52	\$ 395,857.77	\$ 1,966,848.23	\$ 795,378.00	\$ 1,171,470.23
Fund:	007	\$ 10,514.29	\$ 0.00	\$ 0.00	\$ 145.99	\$ 2,884.44	\$ 7,629.85	\$ 3,950.23	\$ 3,679.62
Fund:	009	\$ 32,837.19	\$ 43,802.84	\$ 52,901.84	\$ 3,474.43	\$ 9,318.47	\$ 76,420.56	\$ 31,885.56	\$ 44,535.00
Fund:	010	\$ 5,359,878.49	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,359,878.49	\$ 0.00	\$ 5,359,878.49
Fund:	011	\$ 76,167.33	\$ 1,435.84	\$ 349,807.46	\$ 25,393.60	\$ 288,139.31	\$ 137,835.48	\$ 198,731.78	\$ (60,896.30)
Fund:	012	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	013	\$ 25,383.81	\$ 0.00	\$ 0.00	\$ 7,964.88	\$ 18,503.00	\$ 6,880.81	\$ 30,928.42	\$ (24,047.61)
Fund:	014	\$ 105,668.86	\$ 0.00	\$ 0.00	\$ 21,369.44	\$ 97,833.27	\$ 7,835.59	\$ 32,429.52	\$ (24,593.93)
Fund:	017	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	018	\$ 75,676.44	\$ 13,607.98	\$ 36,426.86	\$ 7,038.84	\$ 30,596.29	\$ 81,507.01	\$ 51,220.98	\$ 30,286.03
Fund:	019	\$ 133,308.19	\$ 1,915.00	\$ 14,815.00	\$ 8,555.96	\$ 43,352.00	\$ 104,771.19	\$ 21,369.80	\$ 83,401.39
Fund:	020	\$ 2,103.93	\$ 23,728.10	\$ 63,080.19	\$ 20,421.98	\$ 83,387.86	\$ (18,203.74)	\$ 18,572.68	\$ (36,776.42)
Fund:	022	\$ 48,444.65	\$ 0.00	\$ 0.00	\$ 2,316.75	\$ 2,912.02	\$ 45,532.63	\$ 1,047.50	\$ 44,485.13
Fund:	024	\$ 61,475.90	\$ 26,329.67	\$ 101,650.13	\$ 31,468.87	\$ 122,418.63	\$ 40,707.40	\$ 212,894.64	\$ (172,187.24)
Fund:	025	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	029	\$ 88,015.22	\$ 0.00	\$ 5,600.00	\$ 947.96	\$ 947.96	\$ 92,667.26	\$ 6,189.92	\$ 86,477.34
Fund:	034	\$ 2,557,490.47	\$ 0.00	\$ 0.00	\$ 12,221.71	\$ 62,560.44	\$ 2,494,930.03	\$ 178,534.38	\$ 2,316,395.65
Fund:	071	\$ 3,001,881.35	\$ 794,809.96	\$ 1,458,623.06	\$ 105.91	\$ 732,802.67	\$ 3,727,701.74	\$ 1,599,416.20	\$ 2,128,285.54
Fund:	200	\$ 69,595.57	\$ 24,744.25	\$ 32,284.82	\$ 5,971.20	\$ 28,004.46	\$ 73,875.93	\$ 48,675.02	\$ 25,200.91
Fund:	300	\$ 200,562.86	\$ 77,406.44	\$ 251,156.04	\$ 58,707.46	\$ 206,049.80	\$ 245,669.10	\$ 220,674.25	\$ 24,994.85
Fund:	401	\$ 19,052.85	\$ 9,621.86	\$ 60,934.70	\$ 52,290.08	\$ 96,750.46	\$ (16,762.91)	\$ 122,128.67	\$ (138,891.58)
Fund:	402	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	409	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	412	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	416	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	420	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	422	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	425	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	432	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	440	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	447	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	450	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	451	\$ 0.00	\$ 7,200.00	\$ 7,200.00	\$ 0.00	\$ 0.00	\$ 7,200.00	\$ 0.00	\$ 7,200.00
Fund:	452	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	455	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	459	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	460	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

		Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	461	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	467	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	499	\$ 143,046.63	\$ 135,000.00	\$ 135,000.00	\$ 232.08	\$ 258,928.23	\$ 19,118.40	\$ 8,231.98	\$ 10,886.42
Fund:	504	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	506	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	507	\$ 65,706.90	\$ 11,606.85	\$ 11,606.85	\$ 70,956.87	\$ 1,450,592.96	\$	\$ 12,410.80	\$ (1,385,690.01)
Fund:	510	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	514	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	516	\$ 0.00	\$ 120,913.65	\$ 273,621.89	\$ 88,348.32	\$ 555,809.57	\$ (282,187.68)	\$ 0.00	\$ (282,187.68)
Fund:	524	\$ 0.00	\$ 0.00	\$ 55,651.11	\$ 15,548.64	\$ 98,898.90	\$ (43,247.79)	\$ 0.00	\$ (43,247.79)
Fund:	532	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	533	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	572	\$ 2,000.00	\$ 0.00	\$ 2,417.52	\$ 28,410.40	\$ 149,587.52	\$ (145,170.00)	\$ 0.00	\$ (145,170.00)
Fund:	573	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	584	\$ 22,527.07	\$ 0.00	\$ 0.00	\$ 0.00	\$ 62,849.77	\$ (40,322.70)	\$ 170.00	\$ (40,492.70)
Fund:	585	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	587	\$ 0.00	\$ 0.00	\$ 15,887.27	\$ 0.00	\$ 40,928.85	\$ (25,041.58)	\$ 0.00	\$ (25,041.58)
Fund:	588	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	589	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	590	\$ 5,317.59	\$ 0.00	\$ 0.00	\$ 7,979.38	\$ 32,861.66	\$ (27,544.07)	\$ 1,171.85	\$ (28,715.92)
Fund:	599	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Grand Total		\$ 83,011,221.47	\$ 4,119,298.10	\$ 29,406,530.13	\$ 5,307,991.81	\$ 23,673,863.96	\$ 88,743,887.64	\$ 13,599,629.16	\$ 75,144,258.48



WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
OCT-22



General Fund
Budget to Actual Report

	FY 2023		FY 2023			
	Budget	Actual to Date	Variance	Variance %	Target %	
Beginning Cash Balance	\$ 21,868,375	\$ 21,868,375				
Total Revenue	\$ 58,309,009	\$ 23,415,138	\$ (34,893,871)	40.2%	33.3%	
Expenditures:						
Salaries and Wages	\$ 34,071,610	\$ 11,268,825	\$ (22,802,786)	33.1%	34.62%	
Employee Fringe Benefits	\$ 11,165,847	\$ 3,455,833	\$ (7,710,014)	31.0%	33.3%	
Purchased Services	\$ 6,785,441	\$ 2,216,070	\$ (4,569,371)	32.7%	33.3%	
Supplies and Materials	\$ 1,719,845	\$ 701,564	\$ (1,018,281)	40.8%	33.3%	
Capital Outlay	\$ 498,525	\$ 201,454	\$ (297,071)	40.4%	33.3%	
HB 264 Payments	\$ -	\$ -	\$ -			
Other	\$ 588,435	\$ 303,883	\$ (284,552)	51.6%	33.3%	
Transfers/ Advances out	\$ 220,000	\$ -	\$ (220,000)	0.0%	33.3%	
Total Expenditures	\$ 55,049,703	\$ 18,147,628	\$ (36,902,076)	33.0%	33.3%	
Revenue over (under) Expenditures	\$ 3,259,306	\$ 5,267,510				
Ending Cash Balance	\$ 25,127,681	\$ 27,135,885				
Encumbrances		\$ 6,603,281			44.96%	
Available Unencumbered Balance		\$ 20,532,604				

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	\$ 4,119,298.10
Total Expenditures Current Month All Funds	\$ 5,307,991.81
Total Month End Cash Balance	\$ 88,743,887.64

Appropriation Summary:

Total Appropriations Current Year All Funds	\$ 76,024,276.12
Prior Fiscal Year Carryover Encumbrances	\$ 7,593,125.62
Total Available All Funds	\$ 83,617,401.74
Fiscal Year To Date Expenses All Funds	\$ 23,673,863.96
Fiscal Year To Date % expended All Funds	28.3%