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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

THURSDAY, JUNE 29, 2023, 6:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING (524 BROAD ST.)

AGENDA

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Roll Call**
- IV. **Motion for Approval and Signing of Meeting Minutes**
- V. **[Public Participation](#)**
- VI. **Administrative Discussion Items, Presentations, and Updates**
 - A. Set Special Board of Education Meeting for July 6, 2023 at 5:45 p.m.
 - B. Set Time for Special Board of Education Meeting on July 27, 2023
 - C. Intermediate School Groundbreaking Celebration
- VII. **Administrative Items**
 - A. Personnel Consent Items
 1. Resignations
 - a) Jackie Acord, retirement, eff. 6/1/2023
 - b) Rebecca Pelfrey, eff. 6/23/2023
 - c) Shannon Herlihy, Girls Varsity Lacrosse Head Coach, eff. 6/26/2023
 2. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license.)
 - a) Classified Employees
 - (1) Katy Croft

b) Certified Employees

(1) Susan Jamison

c) Supplemental Contracts

(1) Pete Alexander, Vocational Club Advisor (2022-2023 school year)

(2) Meghan Barker, Student Council (Lincoln) - 50%

(3) Meghan Barker, Bus Ramp Duty (Lincoln) - 50%

(4) Maria Daull, Student Council (Lincoln) - 50%

(5) Maria Daull, Bus Ramp Duty (Lincoln) - 50%

(6) Robert Gardner, Boys Asst. Soccer Coach (Volunteer)

(7) Sarah Plain, Band Camp Instructor

(8) William Virgin, Varsity Girls Golf Coach

B. Action Consent Items

1. Recommendation to approve a second reading and adoption of revised Policy 7510, Use of District Premises
2. Recommendation to accept the following donations:
 - c) \$4,593.95 from the Wadsworth All-Sports Boosters
 - d) \$678.19 from the Overlook PTO
3. Recommendation to determine the following students as impractical to transport for the 2023-2024 school year:
 - c) Jacqueline Wilson, to St. Hilary
 - d) Julie Olszewski, to St. Hilary
4. Recommendation to approve the National Association of Secondary School Principals Terms of Use
5. Recommendation to approve the B.E. Publishing, Inc. eReadiness Terms of Service
6. Recommendation to approve the Variation to Document Management Agreement between ComDoc and the Wadsworth City School District Board of Education
7. Recommendation to approve the Contract for Children with Disabilities Open Enrollment Agreement for Excess Cost for Children with Disabilities pursuant to Sections 3319.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) between the Midview Local School District Board of Education and Wadsworth City Schools
8. Recommendation to approve the Contract between Foertmeyer & Sons and the Wadsworth City School District Board of Education

9. Recommendation to approve the Memorandum of Understanding between the Educational Service Center of Central Ohio and the Wadsworth City School District Board of Education
10. Recommendation to approve the Theatre Tickets Contract between Bob Rogers Travel and the Wadsworth City School District Board of Education
11. Recommendation to approve the Alternate School Food Authority Arrangement between Sacred Heart of Jesus School and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2024
12. Recommendation to set the breakfast and lunch prices for students for the 2023-2024 school year as follows (With board approval, the prices will remain the same as they were during the 2022-2023 school year.):

Breakfast:	\$1.70
Lunch (Students K-4):	\$2.70
Lunch (Students 5-8):	\$2.80
Lunch (Students 9-12):	\$3.00
Milk Only:	\$0.50
13. Recommendation to approve the revised 2023-2024 school year calendar
14. Recommendation to approve the trade-in of school bus #31
15. Recommendation to approve the purchase risk management insurance through the SeibertKeck Agency for the period of July 1, 2023 through June 30, 2024
16. Recommendation to purchase a parcel of land at 405 Thor Way, Doylestown, Ohio, for our 2023-2024 carpentry program house build

VIII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to approve the FY 23 Advance and Transfers Report
2. Recommendation to make amendments to the FY 23 certificate of revenue
3. Recommendation to adopt final FY 23 appropriations
4. Recommendation to approve the initial FY 24 certificate of revenue
5. Recommendation to adopt temporary FY 24 appropriations

IX. Adjournment

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

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
June 29, 2023
Agenda Detail Sheet**

VI. Administrative Discussion Items, Presentations, and Updates

C. Intermediate School Groundbreaking Celebration



NEW INTERMEDIATE SCHOOL

Groundbreaking Celebration

PLEASE PARK IN THE STUDENT LOT AND WALK INSIDE THE BARRICADES TO CROSS GRIZZLY WAY OVER TO THE GROUNDBREAKING CELEBRATION AREA



JOIN US!
THURSDAY
JULY
6TH
at 6:00 PM

WADSWORTH CITY SCHOOLS
NEW INTERMEDIATE SCHOOL

Groundbreaking Celebration

EVENT WILL BE HELD AT THE BUILDING SITE
ACROSS FROM THE HIGH SCHOOL
625 BROAD ST, WADSWORTH, OH 44281



VII. Administrative Items

A. Personnel Consent Items

2. Employments

a) Classified Employees

(1) **Katy Croft:** Ms. Croft is being recommended to fill the WHS cafeteria helper position that was left open when Ms. Katie Cool accepted another position within the district.

b) Certified Employees

(1) **Susan Jamison:** Ms. Jamison is being recommended to fill the English Learner teaching position. The position, which will move to full-time during the 2023-2024 school year based upon the needs of our students, was added on a part-time basis in January of 2023 through an independent contractor agreement with Ms. Jamison.

B. Action Consent Items

1. **Revision to Board of Education Policy 7510, Use of District Premises:** The second reading and adoption of revised Wadsworth City School District Board of Education Policy 7510, Use of District Premises, being recommended for approval provides clarity to the aspects of the rental process.
4. **National Association of Secondary School Principals Terms of Use:** The National Association of Secondary School Principals Terms of Use being recommended for approval govern the National Honor Society that our high school has a membership in.
5. **B.E. Publishing, Inc. eReadiness Terms of Service:** The B.E. Publishing, Inc. eReadiness Terms of Service being recommended for approval will allow our district to purchase textbooks through B.E. Publishing, Inc. The textbooks were approved for adoption by the Wadsworth City School District Board of Education at their April 10, 2023 meeting.
6. **ComDoc Agreement:** The Variation to Document Management Agreement between ComDoc and the Wadsworth City School District Board of Education being recommended for approval will allow a copier to be added to our original Agreement with ComDoc. The copier will be located in the Grizzly Academy.
8. **Foertmeyer & Sons Contract:** The Contract between Foertmeyer & Sons and the Wadsworth City School District Board of Education being recommended for approval

will allow Franklin Elementary School to hold a fundraiser utilizing the services of Foertmeyer & Sons during the 2023-2024 school year.

- 9. Educational Service Center of Central Ohio Memorandum of Understanding:** The Memorandum of Understanding between the Educational Service Center of Central Ohio and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to continue to offer the Mathematical Modeling and Reasoning Algebra 2 equivalent course (Quantitative Reasoning) at Wadsworth High School. With Board approval, this will be the second school year we have offered the Quantitative Reasoning course.
- 10. Bob Rogers Travel Contract:** The Theatre Tickets Contract between Bob Rogers Travel and the Wadsworth City School District Board of Education being recommended for approval is necessary to purchase tickets for the musical “Hamilton” that our choir students will see on their trip to Chicago in November. The Board of Education previously approved the trip at their December 12, 2022 meeting and the Agreements with Bob Rogers Travel for the trip at their March 13, 2023 meeting.
- 11. Alternate School Food Authority (SFA) Arrangement:** The Alternate School Food Authority (SFA) Arrangement, for the period of July 1, 2023 through June 30, 2024, being recommended for approval will allow our school district to continue to manage the lunch program at Sacred Heart of Jesus School during the 2023-2024 school year.
- 13. 2023-2024 Revised School Year Calendar:** The revisions to the 2023-2024 school year calendar being recommended for approval add state testing dates and delayed starts for grades 7-12 to the calendar. The revised calendar can be found in the supporting documents to this agenda.
- 14. School Bus Trade-In:** The trade in of bus #31 being recommended for approval will allow \$1,750.00 to be credited to the purchase of buses that the Board of Education approved at their June 12, 2023 meeting.
- 15. SeibertKeck Agency Risk Management Insurance:** The risk management insurance, including liability, property, fleet coverage, cyber liability, and active shooter coverage, through SeibertKeck Insurance Agency, Inc. being recommended for approval begins on July 1, 2023 and runs through June 30, 2024.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

The Wadsworth City Board of Education met in Regular Session on Monday, June 12, 2023, 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	5
Staff	6
Visitors	1

23-06-70 APPROVAL OF BOARD MINUTES

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

Special Meeting May 30, 2023

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

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Presentation by Justin Todd (Opportunity School Teacher): Wadsworth High School Opportunity School
- B. Presentation by Sara Kopacko (Student Well-Being/Mental Health Coordinator): Student Well-Being/Mental Health Coordinator Position and the WCS Whole Child Initiative
- C. Carpentry House Auction
- D. Records Commission Meeting set for 5:50 p.m. on June 29, 2023.

PUBLIC PARTICIPATION

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WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

ADMINISTRATIVE ITEMS

23-06-71 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Gordon**, to adopt the Personnel Consent Items from the June 12, 2023, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations

a) Joseph Shalala Certified Employee (eff. 08/01/23)

2. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license.)

a) Administrator

Joseph Shalala WMS Asst. Principal (eff. 08/01/23)

b) Classified Substitutes

DeWayne Heggie
Christine Putz
Sheryl Windfall

c) Supplemental Contracts

Shane Adams	Band Camp Instructor
Victoria Albanese	Extended Service (42.25 hrs.)
Pete Alexander	Career Technical Education Dept. Head
Jen Ballinger	RTI Member - WHS
Mary Beth Baxley	Children's Play Co-Director
Rob Baxter	WMS Football Camp Asst. Coach
	Wadsworth Youth Football Camp Asst. Coach
	WHS Football Camp Asst. Coach
Cindy Beeman	Varsity Asst. Swimming Coach
Mallory Bergstresser	RTI Chair - CIS
Chad Bever	Youth Boys' Basketball Camp Asst. Coach

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WADSWORTH CITY BOARD OF EDUCATION

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Date: June 12, 2023

Ashley Bonenfant	Extended Service (18 hrs.)
Marlene Bossart	Newspaper - CIS
Amy Broadhurst	Gr. 12 Class Advisor
Jill Carpenter	Student Council Co-Advisor - Isham (50%)
Patricia Chrisman	RTI Member - Isham
Johanna Corbin	Special Ed. Dept. Head - CIS (50%)
	RTI Member - CIS
Jessica Courson	Fall Flag Corp/Auxiliary Unit
Pam Csaky	Drama Dept. Head - WHS
	Theater Tech Coordinator
Dianna Culbertson	STEM Camp
Katherine Dannemiller	Asst. Coach - Debate
Shane Dantz	WMS Football Camp Asst. Coach
	Wadsworth Youth Football Camp Asst. Coach
	WHS Football Camp Asst. Coach
Kalyn Davis	Student Council Asst. High School
	Encore Dept. Head - WHS
	Vocal Music Director
Libbi Davis	RTI Member - CIS
Carly DiPaolo	RTI Co-Chair - WHS
	RTI Member - WHS (50%)
	Extended Service (87 hrs.)
Abby Elliott	Special Education Dept. Head - WHS
Susan Everhart	Business Dept. Head - WHS
Nikki Farson	Extended Service (87 hrs.)
	Gr. 9 Class Advisor
Laurie Freund	Extended Service (87 hrs.)
Victoria Fugate	RTI Member - Isham
Jessica Gabor	RTI Member - Lincoln Elementary School
David Gailey	National Forensic Asst. Coach (All Events)
Aliza Gill	RTI Member - CIS
Charles Hamilton	Student Council High School
Laura Harig	Annual
	English Dept. Head - WHS (50%)
Lindsay Hastings	Band Camp Instructor
Matt Hastings	Bus Ramp Duty - CIS
	Band Director - CIS
	Band Camp Instructor
Eric Heffinger	Newspaper - Senior High
Sue Heideman	Student Council - CIS (50%)

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WADSWORTH CITY BOARD OF EDUCATION

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Jason Herchek	WMS Football Camp Asst. Coach Wadsworth Youth Football Camp Asst. Coach WHS Football Camp Asst. Coach
Dana Hire	WHS Band Director
Caroline Houston	RTI Chair - Isham
John Hughes	Youth Boys' Basketball Camp Asst. Coach
Zach Humrichouser	Intramurals - WHS
Jason Jurey	Science Dept. Head - WHS
Larry Kaufman	RTI Member - WHS
Jason Kennedy	WMS Football Camp Asst. Coach Wadsworth Youth Football Camp Asst. Coach WHS Football Camp Asst. Coach
Andrea Kline	World Language Dept. Head - WHS
Jason Knapp	Gr. 11 Asst. Class Advisor
Dylan Kubilus	Band Camp Instructor
Sandy Kurt	Math Dept. Head - WHS
Brittany Laino	Extended Service (60 hrs.)
Mike Lee	Intramurals - WHS
Brian Lenox	Special Ed. Dept. Head - CIS (50%) RTI Member - CIS
Vanessa Lloyd	Winter Flag Corp/Auxiliary Unit
Ryun Louie	Percussion Studies Coordinator Percussion Artist in Residence Elementary Percussion Instructor
Rob Lynn	Gr. 11 Class Advisor Intramurals – WHS RTI Member - WHS
Jennifer Manos	Extended Service (42.25 hrs.)
Matt McConnell	Youth Boys' Basketball Camp Asst. Coach
Katie McKenzie	RTI Chair - Lincoln Elementary School
Doug Miller	WMS Football Camp Asst. Coach Wadsworth Youth Football Camp Asst. Coach WHS Football Camp Asst. Coach
Madison Monheim	RTI Member - Lincoln Elementary School
Brian Morrison	Bus Ramp Duty - Isham
Sandi Mueller	English Dept. Head - CIS (50%)
Amy Muhl	Student Council - CIS (50%) Choir - CIS
Joe Muhl	Band Camp Instructor
Meagan Neumann	Extended Service (60 hrs.)

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WADSWORTH CITY BOARD OF EDUCATION

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Zach Ockunzzi	Science Dept. Head - CIS (50%)
Lindsay Patterson	Children's Play Co-Director
Tallie Paz	Extended Service (60 hrs.)
Greg Pickard	Wadsworth Youth Baseball Camp Director
Sam Piehl	Asst. Band Director
Matt Price	Boys' Basketball Asst. Coach (Vol.)
Matt Probst	WMS Football Camp Asst. Coach
	Wadsworth Youth Football Camp Asst. Coach
	WHS Football Camp Asst. Coach
Adam Quinn	Band Camp Instructor
Camryn Racin	Band Camp Instructor
Kelly Rapp	Extended Service (99 hrs.)
Autumn Reeves	Varsity Swimming Head Coach
Lindsay Rohrbach	Extended Service (18 hrs.)
Allison Romano	RTI Co-Chair - WHS
	RTI Member - WHS (50%)
Anne Rosenberger	National Honor Society (50%)
Lauren Ross	Guidance Dept. Head - WHS
	Extended Service (111 hrs.)
Laurie Ryder	Extended Service (60 hrs.)
Mike Schmeltzer, Jr.	Wadsworth Youth Baseball Camp Asst. Coach
Shannon Schmitt	Social Studies Dept. Head - CIS (50%)
	RTI Member - CIS
Mark Schoonover	Gr. 12 Asst. Class Advisor
Dennis Schrock	Youth Boys' Basketball Camp Director
David Selzer	Band Camp Instructor
Jeff Shenker	Social Studies Dept. Head - CIS (50%)
	Wadsworth Youth Baseball Camp Asst. Coach
Nate Singleton	National Honor Society (50%)
Mike Sladky	H.P.E. Dept. Head - WHS
Lisa Smith	English Dept. Head - WHS (50%)
Kim Snyder	English Dept. Head - CIS (50%)
Kyle Snyder	WMS Football Camp Asst. Coach
	Wadsworth Youth Football Camp Asst. Coach
	WHS Football Camp Asst. Coach
Brent Steiner	WMS Football Camp Asst. Coach
	Wadsworth Youth Football Camp Asst. Coach
	WHS Football Camp Asst. Coach
Greg Stoner	Science Dept. Head - CIS (50%)
Sara Storm	Math Dept. Head - CIS (50%)
Paul Taylor	Media Communications Event Coordinator
Eric Tilson	International Club - WHS

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WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

Justin Todd	WMS Football Camp Director Wadsworth Youth Football Camp Director WHS Football Camp Director
Anna Warren	Student Council Co-Advisor - Isham (50%)
Steve Webb	Wadsworth Youth Baseball Camp Asst. Coach
Bryce Weber	Math Dept. Head - CIS (50%) Chess Club - CIS
Greg Wise	Youth Boys' Basketball Camp Asst. Coach
Katie Witmer	RTI Member - CIS
Chad Wolf	Youth Boys' Basketball Asst. Coach Boys' Basketball Asst. Coach (Vol.)
John Yaggi	Social Studies Dept. Head - WHS RTI Member - WHS
Sam Zulia	National Forensic Head Coach

d) Orton-Gillingham Trainees

Meghan Barker
Kelly Gleason
Hannah Mashek
Katie Oliver

3. Recommendation to pay Kelly Gnap (Food Service Supervisor) her hourly rate for work completed outside of her 2022-2023 contract year, effective June 5, 2023.
4. Recommendation to pay Ashley Ruedisueli (Preschool Supervisor/ Psychologist) the following for work completed outside of her 2022-2023 contract year:
 - a) Work prior to July 1, 2023 \$38.01/hour
 - b) Work on or after July 1, 2023 her per diem rate
5. Recommendation to pay Ryan Whited (Job Training Compact Counselor) the following for work completed outside of his 2022-2023 contract year:
 - a) Work prior to July 1, 2023 \$38.01/hour
 - b) Work on or after July 1, 2023 \$39.15/hour
6. Recommendation to grant unpaid leave to Caitlin Sypherd from the end of her allowable sick leave through October 12, 2023.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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Date: June 12, 2023

7. Recommendation to approve three (3) hours of unpaid leave for Tallie Paz on May 26, 2023.
8. Recommendation to hire Mike Esposito, extended school year service provider, and pay him as follows:
 - a) Work prior to July 1, 2023 \$38.01/hour
 - b) Work on or after July 1, 2023 \$39.15/hour
9. Recommendation to pay Jessica Menser (Teacher) as follows:
 - a) Work prior to July 1, 2023 \$38.01/hour
10. Recommendation to approve Brenna Walker as a Volunteer for extended school year services.

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

Motion Carried,

23-06-72 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Action Consent Items from the June 12, 2023, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve the revised Benefit Provisions Manuals:
 - a) Hourly Exempt Employee
 - b) Salary Exempt Employee
 - c) Administrative
2. Recommendation to approve the following student handbooks for the 2023-2024 school year:
 - a) Preschool
 - b) Elementary School
 - c) Intermediate School
 - d) Middle School
 - e) High School

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WADSWORTH CITY BOARD OF EDUCATION

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3. Recommendation to determine the following students as impractical to transport for the 2023-2024 school year:

a)	Ava Barger	St. Hilary
b)	Liam Barger	Archbishop Hoban
c)	Breanna Campbell	St. Vincent-St. Mary
d)	Kylie Campbell	St. Vincent-St. Mary
e)	Jude Carlson	St. Hilary
f)	Luke Carlson	St. Hilary
g)	Dominic Fortunato	Archbishop Hoban
h)	Nolan Gearhart	Julie Billiart
i)	Titus Gibbs	Medina Christian Academy
j)	Owen Gibbs	Medina Christian Academy
k)	Sophia Kerr	Medina Christian Academy
l)	Caryn Ann Kornaker	Our Lady of the Elms
m)	Sarah Kreeger	Archbishop Hoban
n)	Zachary Lamoreux	Medina Christian Academy
o)	Levi McCaw	Medina Christian Academy
p)	Isaac McCaw	Medina Christian Academy
q)	Grace Nelson	Our Lady of the Elms
r)	John Olszewski	St. Hilary
s)	Joseph Olszewski	St. Hilary
t)	Peighton Scandlon	Medina Christian Academy
u)	Crosby Stanfield	St. Francis DeSales
v)	Reed Stanfield	St. Francis DeSales
w)	Ella Wilson	St. Hilary
x)	Emma Wilson	St. Hilary
y)	Hope Wolny	Medina Christian Academy
z)	Leah Wolny	Medina Christian Academy
aa)	Cora Wolny	Medina Christian Academy
bb)	Grant Wolny	Medina Christian Academy
cc)	Aubrianna Young	Medina Christian Academy
dd)	Maya Young	Medina Christian Academy

4. Recommendation to approve a first reading of revised Wadsworth City School District Board of Education Policy 7510, Use of District Premises.

5. Recommendation to approve the following athletic ticket prices:

a)	Adult	\$ 8.00/game
b)	20-Punch Adult Pass	\$100.00
c)	10-Punch Adult Pass	\$ 50.00
d)	Football Reserve Seat	\$ 9.00/game
e)	Student	\$ 4.00/game
f)	Student Pass	\$ 30.00/season (fall & winter)
g)	Senior Citizen Football Reserve Seat	\$ 3.00/game

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6. Recommendation to approve the Contract between Williams on the Lake and the Wadsworth City School District Board of Education. **(ATTACHED)**
7. Recommendation to accept the following donations:
 - a) Lincoln Elementary School PTO \$1,425
 - b) Tate (Road to Nationals) Fund` \$1,000
8. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education. **(ATTACHED)**
9. Recommendation to approve the Memorandum of Understanding between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education. **(ATTACHED)**
10. Recommendation to approve the Agreement for Students Placed in the Evolve Academy of Medina City School District for 2023-2024 School Year between the Medina City School District Board of Education and the Wadsworth City School District Board of Education. **(ATTACHED)**
11. Recommendation to approve the Memorandum of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2023-2024 school year. **(ATTACHED)**
12. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Shelley Mack and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2024. **(ATTACHED)**
13. Recommendation to approve the Agreement between Schindler Custom and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2026. **(ATTACHED)**
14. Recommendation to approve the Amplify Terms and Conditions and Customer Privacy Policy. **(ATTACHED)**
15. Recommendation to approve the Contract between the Galaxy Restaurant & Banquet Center and the Wadsworth City School District Board of Education. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

16. Recommendation to approve the proposed class fees for the 2023-2024 school year. (With Board approval, the fees will remain the same as they were during the 2022-2023 school year.)
17. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between OPTimal School Therapy, LLC and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2025. **(ATTACHED)**
18. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Ziegler Pediatric Services, LLC and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2025. **(ATTACHED)**
19. Recommendation to approve the Contract between Foertmeyer & Sons Greenhouse Company and the Wadsworth City School District Board of Education. **(ATTACHED)**
20. Recommendation to approve the purchase of five (5) seventy-two (72)-passenger conventional (gas) school buses and one (1) seventy-two (72)-passenger SPN conventional (gas) bus chassis and body from Cardinal Bus Sales & Service, Inc., for \$662,494.00, which includes the trade-in value for four (4) buses (bus #'s 19, 22, 32 and 40). **(ATTACHED)**
21. Recommendation to add Trishtian Howard to the list of 2023 graduates, having met all state and local requirements.
22. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between LLA Therapy, LLC and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2025. **(ATTACHED)**
23. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Star Therapy & Sales Corp and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2026. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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24. Recommendation to approve the following Agreements between Trane and the Wadsworth City School District Board of Education: **(ATTACHED)**

- a) Service Agreement for the period of July 1, 2023 through June 30, 2026
- b) SC+ Controller Upgrade

25. Recommendation to approve the Edmentum Order Form for the period of August 14, 2023 through August 13, 2026 with the Terms of Service and Privacy Policy previously approved by the Board of Education on August 25, 2022. **(ATTACHED)**

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

Motion Carried,

23-06-73 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Personnel Item C1 from the June 12, 2023, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

1. Recommendation to approve Zachary Humrichouser as the Varsity Boys' & Girls' Head Cross Country Coach.

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

Motion Carried,

23-06-74 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Kramer**, to adopt the Personnel Item C2 from the June 12, 2023, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

2. Recommendation to approve Nicole Winkler as the Varsity Asst. Boys' & Girls' Cross Country Coach.

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

23-06-75 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Personnel Item C3 from the June 12, 2023, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

3. Recommendation to approve the Resolution Terminating Contract (S. Larch).

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

Motion Carried,

ITEMS OF THE TREASURER

23-06-76 Upon the recommendation of Treasurer Beeman, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Action Consent Items of the Treasurer from the June 12, 2023, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

1. Recommendation to accept the tax budget for the Wadsworth Public Library as approved by the Library Board of Trustees. **(ATTACHED)**
2. Recommendation to authorize the Treasurer to sell at public auction the 2023 carpentry house located at 298 Stratford Avenue, Wadsworth, Ohio, on Tuesday, June 27, 2023, at 6:29 p.m., and to sign all documents related to the sale.
3. Recommendation to approve Todd Ferguson's appointment to the Library Board of Trustees to fill the expired term of Michelle Reese. (The unexpired term will end on December 31, 2028.).
4. Recommendation to approve Kristin Cavicchi's appointment to the Library Board of Trustees to fill the expired term of James McMahan. (The unexpired term will end on December 31, 2027.).
5. Special Board Meeting to approve the final fiscal year 2023 reports and to set temporary appropriations for the fiscal year 2024 at the Charles R. Parsons Administration Building (524 Broad Street) on June 29 at 6:00 p.m. (immediately following the Records Commission Meeting at 5:50 p.m.).

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

6. Recommendation to accept the May 2023 financial reports as presented and subject to audit.

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

Motion Carried,

LEGISLATIVE UPDATE

KRAMER: H.B. 33 due on July 1, 2023. Many personal agendas are included. **Treasurer Beeman** provided an update on H.B. 33 and the impact on Wadsworth Schools. The bill does include \$20 million for career tech. Also included is a requirement that all students must graduate by age 18. The budget is \$180 billion. Vouchers are \$1 billion of the budget. Ed Choice Vouchers have dropped to 15% usage in 2023.

H.B. 8 - Parents' Bill of Rights would require all of Ohio's public schools to notify parents before teaching sexuality content and could mandate information sharing with parents.

H.B. 135 requires school districts to grant excused absence for 4-H and FFA to students.

H.B. 183 bans transgender students from using a restroom aligned with their gender identity at schools and universities. Institutions would be required to set separate facilities.

BOARD MEMBER ITEMS

AMANDA GORDON: Congratulated Joe Shalala on his new position.

LINDA KRAMER: Announced Coding Camp finished successfully last week and STEM Camp is next week. Commended athletes for their dedicated work during the off season. Congratulated Greg Pickard for a successful baseball season.

JULIE BATEY: Congratulated Joe Shalala on his new position with the District. Highlighted the First Annual Wadsworth Community Day at Memorial Park that took place on Sunday, June 11. Announced that the Feeding Medina County food distribution started last week. Acknowledged the 10 students who attended the National Speech and Debate Tournament.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

JILL

STEVENS: Thanked Julie Batey for her work with Feeding Medina County. Congratulated the Baseball and Track teams for their success this spring. Gave special recognition to WHS Administration for a great graduation. Congratulated Joe Shalala.

EXECUTIVE SESSION

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

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

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 12, 2023

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, A7 and E as listed above.

EXECUTIVE SESSION

23-06-77 The motion was made by **Gordon**, seconded by **Batey**, to enter Executive Session at **8:18** p.m.

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

Motion Carried,

EXECUTIVE SESSION recessed at **9:55** p.m.

ADJOURNMENT

23-06-78 The motion was made by **Batey**, seconded by **Stevens**, to adjourn at **9:55** p.m.

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

Motion Carried,

(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer

Susan Jamison

Educator/Garden Coordinator



SKILLS

Educator with years of experience in a variety of school settings.

EXPERIENCE

Barberton City School District, Ohio, USA - Sixth Grade Teacher

August 2007 - PRESENT

- Gifted and accelerated program teacher
- Creator and coordinator of an after-school and summer gardening program developed to teach students gardening skills and healthy life choices
- Social-Emotional instructor to a diverse population of students
- Experience working with at-risk students in a multicultural classroom
- Presenter at the Ohio e-Tech Conference, Columbus, Ohio 2013

St. Francis de Sales School, Abaco, Bahamas - Fifth Grade Teacher

August 1992 - June 1993

- Taught Haitian refugee children from ages 10-14 in a mission school
- Community outreach — provided humanitarian aid and services to residents in the local community

EDUCATION

- **University of Akron, Ohio - Master's Degree in Education Literacy**
- **Dominican University of California and Ashland University of Ohio** – Thirty hours of coursework in the field of education
- Gifted Professional Development — 63 hours of training

AWARDS

- Summit Education Center Teacher of the Year Nominee
- Grant recipient of various grants to benefit school garden implementation and garden development

Book	Policy Manual
Section	Ready for Production May 2023
Title	Copy of USE OF DISTRICT PREMISES
Code	po7510
Status	
Adopted	November 19, 2007
Last Revised	October 10, 2022

7510 - USE OF DISTRICT PREMISES

The school premises of the Wadsworth City School District shall be available for the educational, recreational, business and social interests of any responsible Wadsworth City School District **citizen**, group or organization as long as it does not interfere with the operation of the school program.

For purposes of this policy, the terms 'school premises' or 'premises' refers to all indoor and outdoor structures, facilities, and land owned, rented, or leased by the Board. The term 'non-school hours' refers to times prior to and after regular classroom instruction on a day that school is in session, and any day that school is not in session, including weekends, holidays, and vacation breaks.

The school premises may be made available to groups from outside the Wadsworth City School District at the discretion of the Board or its designee. Certificate of Insurance naming Wadsworth City Schools as an also-insured on liability insurance will be required of the lessee other than school organizations. The lessee must provide a public liability policy of Bodily Injury and Property Damage of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. The lessee must provide the Board a ten (10) day notice on cancellation of the policy or issuance of a new certificate. Any damages arising during the use of facilities will be the responsibility of the lessee.

Building Use – Rental Procedures

Any group wishing to schedule space in a building or on the grounds shall first tentatively schedule the event through the building Administrator. Per Board Policy, District events have first right to schedule up until October 15th of each year. After that time, outside rentals are taken in the order received by the proper Administrator and by group designation. No outside requests will be recognized prior to August 1st of the school year.

- A. Obtain a Wadsworth Board of Education Rental Agreement form at any building or through the District office, or online at www.wadsworthschools.org on the Building and Grounds page.
- B. Complete the rental form **online**. ~~and submit it to the principal's office where you wish to use the facility requested. If you wish to use an outdoor athletic facility, please submit your request to the high school. All OJ Work Auditorium requests must be returned to Central Intermediate School.~~ In the event of first time or very large bookings, prepayment may be required for Groups 3 and 4.
- C. If your request is approved by the building and the **Assistant Superintendent's District business** office, you will receive, by mail, the Rental Agreement outlining additional information and an itemized estimate of all charges.
- D. The lessee may cancel the agreement without obligation up until one (1) week prior to the scheduled event. At that time the lessee obligates himself/herself, as a designated representative of the named organization requesting the facility, to all conditions set forth on the rental agreement.

Classification of Building Users

The use of Wadsworth City School District facilities may be limited to organizations composed of Wadsworth residents headquartered in Wadsworth and operated for the benefit of Wadsworth residents. ~~Organizations headquartered outside of the Wadsworth School District are subject to a twenty five percent (25%) surcharge in addition to the standard fees.~~

Group 1

No charge for facility rental. No charge for support services unless facility use is outside normal working hours or if the support service employee is not able to complete his/her normal job in the allotted time due to assisting the rental; in this situation the cost for the support service employees overtime will be charged to the lessee. Food service support is required of all rentals using district kitchen.

For the purposes of equal access and distribution of available spaces within the district, priority in scheduling will be given to teams who are 'in season', as determined by the 'in season' schedule of the Ohio High School Athletic Association (OHSAA).

- School-affiliated and support organizations (~~WHYS, Band Booster, All Sports Boosters and any other Board-approved district support organizations~~ recognized booster/parent group, etc.).
- Student-focused organizations operated on a non-profit basis, based in the City of Wadsworth (Boy Scouts, Girl Scouts, Little League Baseball/Softball, Youth Football, Youth Cheerleading, Youth Soccer, Youth Wrestling, Youth Basketball, Parks and Recreation Programs, Governmental Agencies, etc.)
- Youth travel teams sponsored by youth organizations or youth travel teams that are composed of 100% Wadsworth residents.
- Fundraiser of school sponsored program including athletics. (Athletic camps/clinics)

Group 2

Rental fee as listed. No charge for support services unless facility use is outside normal working hours or if the support service employee is not able to complete his/her normal job in the allotted time due to assisting the rental; in this situation the cost for the support service employees overtime will be charged to the lessee. Food service support is required of all rentals using district kitchen.

- Youth athletic travel/select teams not affiliated with youth organizations or that are not composed of 100% Wadsworth residents, which require try-outs or some selections process. Teams must be 50% Wadsworth residents but not affiliated with Group 1 organizations or be coached by a Wadsworth resident and have the maximum number of Wadsworth residents on the team as allowed by league and/or OHSAA rules.

Group 3

Non-school related Wadsworth community service organizations, charitable groups, and the OHSAA (when the OHSAA contest does not involve a Wadsworth City School District team). Proof of non-profit may be required. **Group 3 rental and support service charges may apply.**

Group 4

Any person(s) not defined above who charge fees/admission, sell merchandise or products, or solicit donations for the purpose of making a personal profit. Any Athletic team that does not meet definitions of Group 1 or 2 or any organization or business classified as 'for profit.' **Any citizen, group or organization not defined above. Group 4 rental and support service charges apply.**

All charges are per hour.

The Superintendent may waive the rental fees under conditions where the third party utilizing the facility is doing so as an extension of an academic course offering of the district.

Facility	Group 2	Group 3	Group 4
HS Main Gymnasium	\$35.00	\$60.00	\$100.00
HS Field House - Court 1 (wood)	\$20.00	\$35.00	\$60.00
HS Field House - Courts 2, 3, 4	\$15.00	\$25.00	\$45.00
HS Performing Arts Center	\$40.00	\$65.00	\$115.00
HS Black Box Theatre	\$20.00	\$40.00	\$80.00
Senior Commons	\$15.00	\$25.00	\$50.00
HS Classrooms	N/C	\$10.00	\$20.00
HS Commons	\$25.00	\$40.00	\$70.00
HS Kitchen (our staff mandatory*)	\$15.00	\$25.00	\$50.00
HS Media Center	\$10.00	\$20.00	\$30.00
HS Wrestling Rm/Gymnastics Rm	\$15.00	\$25.00	\$45.00
MS Gym	\$20.00	\$35.00	\$60.00
MS Aux. Gym	\$15.00	\$25.00	\$45.00
MS Multipurpose	\$10.00	\$20.00	\$30.00
MS Cafetorium	\$20.00	\$35.00	\$60.00
MS Kitchen (our staff mandatory)	\$15.00	\$25.00	\$50.00
MS Classrooms	N/C	\$10.00	\$20.00
MS Library	\$10.00	\$20.00	\$30.00

CIS Gym	\$15.00	\$25.00	\$45.00
CIS Library	\$10.00	\$20.00	\$30.00
CIS Cafeteria	\$15.00	\$25.00	\$45.00
CIS Kitchen (our staff mandatory)	\$10.00	\$20.00	\$30.00
CIS Classrooms	N/C	\$10.00	\$20.00
Elem. Gym	\$15.00	\$25.00	\$45.00
Elem. Cafeteria	\$15.00	\$25.00	\$45.00
Elem. Kitchen (our staff mandatory)	\$10.00	\$20.00	\$30.00
Elem. Classrooms	N/C	\$10.00	\$20.00
Elem. Library	\$10.00	\$20.00	\$30.00

Facility	Group 2	Group 3	Group 4
Tennis Courts	\$30.00	\$50.00	\$85.00
Athletic Practice Fields	\$5.00	\$10.00	\$20.00
OJ Work +**	\$25.00	\$40.00	\$80.00
Base/Softball Field***	\$30.00	\$50.00	\$85.00
HS Track/Field***	\$30.00	\$50.00	\$85.00
Art Wright Stadium Before 6:00 p.m.***	\$30.00	\$50.00	\$100.00
Art Wright Stadium 6:00 p.m. and after***	\$60.00	\$100.00	\$200.00
Art Wright Stadium- Locker Rooms (each)	\$10.00	\$20.00	\$30.00
Art Wright Stadium- Sound System*****	\$10.00	\$20.00	\$30.00
AV Equipment	\$5.00/item	\$5.00/item	\$20.00/item
Custodial Charge	\$40.00	\$40.00	\$40.00
Kitchen Staff	\$34.00 30.00	\$34.00 30.00	\$34.00 30.00
**Auditorium Tech	\$30.00	\$30.00	\$30.00
***Field Prep (two(2) staff and supply cost)	\$80.00 + Supplies	\$80.00 + Supplies	\$80.00 + Supplies
****Ice/snow related preparation	\$40.00	\$40.00	\$40.00

+Pre-set lights and sound

**Charge for lighting and sound technician if more than pre-sets are required

***Athletic Field Prep is a single charge per field use

****If event is before/after normal school hours, and ice/snow treatments are necessary, you will be billed for that cost.

*****Use of the sound system may be prohibited by the district during certain days/times of the day.

Contracts should be submitted for consideration no less than seven (7) business days prior to the requested rental date(s). Contracts received less than seven (7) business days prior to the requested date(s) will be considered, but ultimate approval may be denied due to lack of time needed for the approval process and/or the lack of an available employee to work on short notice.

Outdoor sports (i.e. baseball, football, soccer, etc.) may have limited access to indoor facilities at the discretion of the District due to the potential for facility damage. Indoor- facilities may be used for activities such as registrations, equipment distributions, pictures, etc.

Any contract granted to any person, group or organization to use any building or property is non-transferrable to any other person, group or organization.

A. Contracts will be issued for specific areas of building or facilities. It is the responsibility of the User to ensure that the remainder of the building or facility is not entered or used.

- B. The User shall assume responsibility for securing police protection and/or traffic control when in the district's opinion such police attendance is necessary, with costs borne to the renter.
- C. Custodial/Maintenance Staff will give reasonable assistance but may not be expected to assist to the detriment of their regular planned work.
- D. For any request to use the Kitchen in any facility, a Food Service Department employee must supervise any use of the kitchen equipment. All costs will be included in the estimate.
- E. Shoes with metal heels, toe plates, cleats or any substance that may damage a floor shall not be worn or used in the facility.
- F. Use of metal cleats is not permitted on the artificial turf at Art Wright Stadium **or the track stadium**.
- G. Specialty rooms such as science labs, carpentry and automotive areas are available to educational entities only.
- H. The maximum length of any school rental agreement will be within one (1) school year (August–June).
- I. The Wadsworth City Schools Board of Education reserves the right to cancel a scheduled use of the facilities if such use infringes upon the original and necessary uses of such facilities. School activities shall have priority over all proposed or scheduled community activities.
- J. Alcohol beverages, unauthorized drugs, profanity, and gambling are prohibited on school property. ~~Smoking is prohibited on school grounds.~~ Users of facilities must comply with state and local fire and safety regulations.
- K. Facilities will not be available on days when school is closed due to weather, mechanical breakdown, school vacations or holidays, unless agreement is made to hire appropriate personnel for the rental. It is imperative the district receives these rentals at least one (1) month in advance of the use to secure appropriate personnel.
- L. ~~Users Groups~~ may not use school-owned audio-visual equipment unless such equipment is specified in the contract and a qualified person, determined by the district, is operating the equipment.
- M. **If the user making a rental request has a balance that is past due, the user is not permitted to rent again until the past due balance is paid in full.**
- N. **Past due balances may be turned over to a collection agency.**

Revised 10/11/10
 Revised 10/8/12
 Revised 1/6/14
 Revised 9/8/14
 Revised 11/16/15
 Revised 9/10/18

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4/10/2018
NLS
10/16/18

Effective Date: March 2018



Advisers

Students

Parents

Principals

Contact

1904 Association Drive
Reston, Virginia 20191-1537
703 860 0200
nhs@nhs.us

Payment Remit

NASSP
PO Box 640245
Pittsburgh PA 15264-0245

Partnership Opportunities

FAQ

Student Leadership Programs

NHS

NJHS

NEHS

NatStuCo

Making Global Change

Help

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Social Media Guidelines

Media

Design Credit

eReadiness Terms of Service

Updated for Wadsworth City School District / June 9, 2023

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B.E. Publishing provides its service to you, subject to the following Terms of Service ("TOS"). When using B.E. Publishing owned or operated services, you and B.E. Publishing shall be subject to any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. B.E. Publishing may also offer other services that are governed by different Terms of Service.

4. How and When You May Use the Service

Teachers may download and distribute student resources, including the eText, to their students. However, you agree to not share or distribute any Service resources beyond a secure, school-sanctioned domain and/or network, such as your school's secure LMS. After the date your Service ends, you shall delete such resources from whatever file location on which they were saved. We provide the Service for your personal or educational use. You may not use the Service in a way that is against the law. You may not rent, lease, license or otherwise transfer any rights to use the Service. You may not provide commercial hosting services under this Agreement. You also may not use it in a way that harms our

affiliates, resellers, distributors, service providers, suppliers, or us. We may tell you about certain specific harmful uses in a code of conduct or other notice available through the Service. We have, however, no duty to do so. You will obey any codes of conduct or other notices we provide. You may start using the Service as soon as it is made available to you with initiation of your Service account. No withdrawal right or "cooling-off" period applies to the Service, except if the law requires a "cooling off" period even when your use of a service starts right away.

5. COPPA and Parental Consent

Students do not create personal accounts to access resources on eReadiness.com. You are responsible for directing students to the eReadiness.com site to access a title's student resources. Information such as IP address, the identity of their Internet Service Provider, browser type, operating system, the site that brought them to our site, and the pages visited while on our site will still be collected, via a session cookie for performance management, from children who use the site without creating an account. Children may access the open student resources on eReadiness.com provided that their school has complied with its responsibilities under the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). (See the eReadiness Privacy Policy for details.) If a Teacher allows students under the age of 13 to use the Services, Teacher consents as required under COPPA to the collection and use of personal information in the Services (if any is collected) described in the Privacy Policy. Teacher must obtain verifiable parent or guardian consent for the collection and use of personal information before allowing any students under the age of 13 to use the Services. See Downloadable Take Home Letter Document or PDF Form to gather parent or guardian consent.

6. You Are Responsible for Your Service Account

You are responsible for all activity under your Service account. You are responsible for keeping confidential any password for your Service account. You must tell us right away about anyone using your account without your consent, or any security breach that relates to the Service.

7. Charges and Billing

eReadiness.com offers both a free trial version and a premium, licensed version. This section applies only to the premium licensed version. For the services available without a fee, this section does not apply. If you pay us for the Service (either currently, or in the future), then the terms of this Section 7 apply to you.

7.1 Payment

When you first sign up for any Paid Service, you create a "License" and provide your "Payment Method" which may include the submission of a verifiable Purchase Order from an educational institution or other entity on whose behalf you are placing an order. You confirm that you are authorized to use the Payment Method. You authorize us to charge you for the Service using your Payment Method. You authorize us to charge you for any additional B.E. Publishing services for which you choose to sign-up while this contract is in force. You will pay Service charges in advance. We will not charge you again for the Service without further permission from you.

7.2 Refund Policies

Once Service is activated, and you wish to cancel the Service, refunds are at the discretion of B.E. Publishing, unless otherwise provided by law. See Sections 12 and 13 regarding terms for the cancellation of the Service.

7.3 Errors

If we make an error on your bill, we will correct it promptly after you tell us, and we will investigate the charge. You must tell us within 60 days after an error first appears on your bill. You release us from all liability and claims of loss resulting from any error that you do not report to us within 60 days after the error first appears on your statement. If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

8. Materials You Post or Provide; Communications Monitoring

You may be able to submit materials for use in connection with the Service. We do not claim ownership of the materials you post or otherwise provide to us (including feedback) related to the Service (called a "submission"). However, by posting or otherwise providing your submission, you are granting to the public permission to use, copy, distribute, display, and modify your submission, each in connection with the Service, and to publish your name in connection with your submission. You also give the public permission to grant this permission to other persons. This section only applies for legal content, and to the extent that use, and publishing of such legal content does not breach the law. We will not pay you for your submission. We may refuse to transfer or may remove your submission at any time. For each submission, you must have all rights necessary for you to grant the permissions in this section. We consider your use of the Service, including the content of your communications, to be private. We do not routinely monitor your account or disclose information about your communications to anyone. However, to the maximum extent permitted by law, we may monitor your account and may disclose information about you, including contents of communications, if we deem it necessary to: (1) conform to legal requirements or respond to legal process; (2) ensure your compliance with this contract; or (3) protect the rights, property, or interests of B.E. Publishing, its employees, its customers, or the public.

9. Software

We may provide you with software to use with the Service. If you receive software from us, your use of that software is under the terms of the license that is presented to you for acceptance for that software. If there is no license presented to you, then we grant you the right to use the software only for the authorized use of the Service. Copyright and other intellectual property laws and treaties protect such software and content. We reserve all other rights to the software. B.E. Publishing or its suppliers own the title, copyright, and other intellectual property rights in such software. We may automatically check your version of the software. We may automatically download upgrades to such software to your computer to update, enhance and further develop the Service. Your license will end on the date your Service ends. Your license will also end if we modify the Service in a way that no longer supports such software. Promptly after the date your Service ends, you shall uninstall such software. We may disable such software after the date the Service ends. You will not disassemble, decompile, or reverse engineer any software or any machine included in the Service, except and only to the extent that the law expressly

permits such activity. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

10. We Make No Warranty

We provide the Service “as-is,” “with all faults” and “as available.” B.E. Publishing gives no express warranties, guarantees, or conditions. You may have additional consumer rights under your local laws that this contract cannot change.

11. Liability Limitation; Your Exclusive Remedy

You can recover from B.E. Publishing only direct damages up to an amount equal to your Service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, or incidental damages. This limitation applies to any matter related to the Service, any matter related to content (including code) on third party Internet sites, third party programs or third party conduct, any matter related to viruses or other disabling features that affect your access to or use of the Service, any matter related to incompatibility between the Service and other services, software and hardware, any matter related to delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the Service in an accurate or timely manner, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if this remedy does not fully compensate you for any losses or fails of its essential purpose; or B.E. Publishing knew or should have known about the possibility of the damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

12. Cancellation of Service

We reserve the right to suspend or cancel access to our Services if (a) you materially or repeatedly breach this agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we encounter a limit to delivering our service beyond our control, such as the consequences of a natural disaster. If we cancel the Service in its entirety for the above causes, then we will refund to you, on a pro-rata basis, the amount of your payment corresponding to the portion of your Service remaining before such cancellation. Upon notification of Service cancellation, you shall promptly delete all Service resources, including the eText, from whatever file location on which they were saved.

13. Your Cancellation of Service

Your cancellation of the Service will not alter your obligation to pay all charges. If you cancel the Service in its entirety, then we may refund to you, on a pro-rata basis the amount of your payment corresponding to the portion of your Service remaining right before such cancellation. You may cancel the Service by simply leaving your account unused for 60 days. Once 60 days of inactivity has been reached, you will receive an email notification and 5 days later your account will be deactivated. Upon

notification of Service cancellation, you shall delete promptly all Service resources, including the eText, from whatever file location on which they were saved.

14. Expiration of Service

Upon Service expiration, if you do not renew or update your Service license within 5 business days, you shall promptly delete all Service resources, including the eText, from whatever file location on which they were saved.

15. Choice of Law and Location for Resolving Disputes

If this contract is with B.E. Publishing, then claims for breach of this contract will be subject to the laws of the State of Ohio, without reference to conflict of laws principles. If this contract is with a B.E. Publishing affiliate, claims for breach of this contract will be subject to the laws of the place of incorporation for such affiliate, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or, if you reside outside the United States, under the laws of the country to which we direct your Service. If this contract is with B.E. Publishing, you consent to the exclusive jurisdiction and venue of state or federal courts in the State of Ohio for all disputes relating to this contract or the Service. If this contract is with an affiliate, the jurisdiction and venue of the courts for all disputes relating to this contract or the Service shall be in the State of Ohio. You cannot revoke this consent.

16. Interpreting the Contract

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between us regarding your use of the Service. It supersedes any prior contract or statements regarding your use of the Service. If you have confidentiality obligations related to the Service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

17. Assignment

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt by you to do so is void. Instead, you may cancel your Service. The other party may then establish a Service account and enter into a contract with us.

18. Claim Must Be Filed Within One Year

Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim was first known. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

19. Your Notices to Us

You may notify us by e-mail or postal mail. Your notices to us must be addressed as stated in the customer support or "support" area for the Service.

20. Our Notices to You; Consent Regarding Electronic Information

This contract is in electronic form. There may be other information regarding the Service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your Service. We may provide required information to you (1) via e-mail at the e-mail address you specified when you signed up for your Service, (2) by access to a B.E. Publishing web site that will be designated in an e-mail notice sent to you at the time the information is available, or (3) by access to a B.E. Publishing web site that will be generally designated in advance for such purpose. Notices provided to you via e-mail will be deemed given and received on the transmission date of such e-mail. As long as you access and use the Service, you will have the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you must stop using the Service.



VARIATION TO DOCUMENT MANAGEMENT AGREEMENT

CUSTOMER INFORMATION

FULL LEGAL NAME Wadsworth City School District		STREET ADDRESS 524 Broad St	
CITY Wadsworth	STATE OH	ZIP 4428	PHONE 330-336-3571 FAX 330-336-6811
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			

Document Management Agreement Number: _____ (the "Agreement")

Please check ONE of the following options:

- This is a Supplement** (financing new Equipment and; if a trade-up, removing Equipment from Agreement). Supplement Number: _____
- This is an Amendment** (changing volume and/or overages; adding and/or removing Customer-owned assets).

Equipment Description:

If this is a Supplement, the following is a list of the Equipment that is being financed hereunder. If this is an Amendment, the Agreement's Equipment section is hereby amended as follows:

EQUIPMENT ADDED: (if applicable)	<u>Xerox AltaLink C8145</u> (Model)	_____ (Serial)	_____ (Start Meter Read)
	_____ (Model)	_____ (Serial)	_____ (Start Meter Read)
<input type="checkbox"/> SEE ATTACHED SCHEDULE A (Signed by Officer)	_____ (Model)	_____ (Serial)	_____ (Start Meter Read)

EQUIPMENT REMOVED: (if applicable)	_____ (Model)	_____ (Serial)	_____ (Ending Meter Read)
<input type="checkbox"/> SEE ATTACHED SCHEDULE A (Signed by Officer)	_____ (Model)	_____ (Serial)	_____ (Ending Meter Read)

Volume & Additional Impressions:

If this is a Supplement, the following amounts apply to the Equipment on this Supplement, together with the Equipment listed on the above-referenced Document Management Agreement and/or previous Supplement(s), as applicable. If this is an Amendment, the Agreement's volume and additional impressions are hereby amended as follows:

BLACK IMPRESSIONS
Up to <u>750,000</u> black impressions per month
Additional black impressions at \$ <u>.0027</u> per impression
BLACK MANAGED PRINT IMPRESSIONS
Up to <u>0</u> black Managed Print impressions per month
Additional black impressions at \$ <u>.0085</u> per impression

COLOR IMPRESSIONS
Up to <u>25,000</u> color impressions per month
Additional color impressions at \$ <u>.029</u> per impression
COLOR MANAGED PRINT IMPRESSIONS
Up to <u>0</u> color Managed Print impressions per month
Additional color impressions at \$ <u>.085</u> per impression

Payment Schedule:

If this is a Supplement, the following Minimum Monthly Payment is consolidated, which means it includes amounts due under this Supplement, the above-referenced Document Management Agreement and/or previous Supplement(s), as applicable. If this is an Amendment, the Agreement's Minimum Monthly Payment is hereby amended as follows:

Minimum Monthly Payment Amount: \$ <u>9,989.00</u>
--

Term Schedule (FOR SUPPLEMENTS ONLY):

For SUPPLEMENTS ONLY: (if this is an Amendment, the Term section is not applicable)

The term of this Supplement shall be the number of months remaining under the above-referenced Document Management Agreement at the time we accept this Supplement.

If this Variation to Document Management Agreement is a Supplement, this Supplement incorporates by reference the terms and conditions of the above-referenced Document Management Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Document Management Agreement. By signing below, you certify that you have reviewed and do agree to all terms and conditions of the Document Management Agreement and this Supplement. In the event of a conflict between this Supplement and the Document Management Agreement, this Supplement shall prevail.

If this Variation to Document Management Agreement is an Amendment, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Accepted on: _____ (Date)

(Signature, Corporate Officer)
Douglas Beeman / Treasurer

(Print Name/Title)

X _____
(ComDoc Acceptance) (Title)

Foertmeyer & Sons Greenhouse Co.

Contract

Growing plants for our customers requires a great deal of time, often up to 12 months before delivery to your organization. When signing this contract Foertmeyer and Sons Greenhouse will reserve necessary greenhouse space to produce your plants. Our greenhouse is committing to your sale the necessary resources such as, but not limited to, labor, fuel costs, pots, soil, plant cuttings, seeds, delivery resources/trucking, shipping carts, dedicated Customer Growth Managers, sales materials and your own online sales platform. Many resources are provided by Foertmeyer and Sons to help your organization grow a profitable fundraising campaign. Our mission is to grow and deliver the highest quality plants for your customers. For us to accomplish this mission, we ask for the following commitments from you to help accomplish your greatest success.

1. **Franklin Elementary** commits to an Organization meeting with our Customer Growth Manager no less than three weeks prior to the start of our Foertmeyer and Sons Sale.

Chair:

Customer Growth Manager: *LC*

2. **Franklin Elementary** commits to not run any other product fundraisers 4 weeks prior to the start or in conjunction with your Foertmeyer & Sons Greenhouse sale.

A. Running fundraisers too close together or simultaneously will negatively impact the profitability of your Foertmeyer & Sons Greenhouse sale due to over fundraising.

Chair:

Customer Growth Manager: *LC*

3. **Franklin Elementary** commits to distributing the provided promotional materials, brochures, and order forms that have been requested. These forms can be used to collect cash and check orders as well as be used as an online ordering guide.

Chair:

Customer Growth Manager: *LC*

4. **Franklin Elementary** commits to the full utilization of our FundraiseIT software to help us sell and manage our online store, delivery day student paperwork, and accept credit card payments. We agree to provide all necessary contact information to operate FundraiseIT and your sale properly.

Foertmeyer & Sons Greenhouse Co.

A. The chairperson of the sale will be assigned a login to FundraiseIT. Once logged in, they will be responsible for uploading a roster containing: seller's first name, last name, teacher name, grade level, and parent email address in their portal. This information will be used to generate a unique link to each student's online cart and each link will be delivered to the email address uploaded at the start of the sale. *Please note: Once uploaded, ALL student information is encrypted and can only be accessed by the person who entered it.

B. Any cash or check orders will need to be manually entered into FundraiseIT. These totals will be combined with any online orders.

C. End Customers will be charged a convenience fee of 5% of their order total through the online store to cover the costs of credit card processing as to not pass this expense along to the organization.

Chair:

Customer Growth Manager: *KC*

5. Delivery Day

A. Volunteers are needed to help unload, sort orders by family, and help with loading orders into vehicles. (1 volunteer for every 100 items sold is recommended)

B. Fall and Spring sales require an outdoor, flat, and paved area that accommodates our delivery trucks and rolling carts. (no gravel or grassy areas)

C. Winter sales must be delivered into an easily accessible indoor location, 52 degrees or above, due to the temperature requirements of the plants.

D. Upon completion of unloading, the chairperson will count all items with a Foertmeyer and Sons representative to ensure all items are accounted for. This must happen prior to sorting/distributing orders by family.

E. Foertmeyer and Sons will provide extra plants at no charge to your organization on delivery day. These plants should be used to resolve any shortages, damages, or mistakes during distribution. These plants will be labeled as "Smiley Face Plants"

F. Free delivery for sales of 400 items or above in Spring and Fall. If less than 400 items are sold, a delivery fee of \$100 plus \$2 a mile from our closest greenhouse will be added to the invoice.

G. Free delivery for sales of 300 items or above in Winter. If less than 300 items are sold,

Foertmeyer & Sons Greenhouse Co.

a delivery fee of \$100 plus \$2 a mile from our closest greenhouse will be added to the invoice.

H. Groups that sell 600 items or less are subject to a potential delivery day change. If changed, the new delivery date will be communicated to your group within 5 business days of your order being submitted.

Chair:

Customer Growth Manager: *LC*

6. Profit

A. Each item in our 3 seasonal programs has a different profit margin. However, you can expect an average of \$5.00 per item sold.

B. Depending on what percentage of sales are made online vs. cash and check, will determine which party will be responsible for payment.

1. If the majority of orders are done via our online store, Foertmeyer & Sons Greenhouse will provide payment via check or direct deposit. Direct Deposit "ACH" of your profits will be deposited into your bank account no more than 7 days after delivery day.

2. If the majority of orders are done via cash or check, your organization will provide payment upon delivery.

Chair:

Customer Growth Manager: *LC*

7. **Franklin Elementary** agrees to develop an effective incentive program with your Customer Growth Manager.

Chair:

Customer Growth Manager: *LC*

8. **Franklin Elementary** understands that no less than 7 days after delivery they will be asked to rebook their fundraising sale for the following year. Rebooking at this time includes agreeing to the above commitments and reserves the necessary greenhouse space to grow the plants for your fundraiser.

Chair:

Customer Growth Manager: *LC*

Foertmeyer & Sons Greenhouse Co.

Once this contract has been signed, Foertmeyer & Sons Greenhouse will make all necessary investments to support your sale. Due to the nature of the Greenhouse business, it is important that any sales that have started will be carried out to completion. Thank you for your business and willingness to work through any unforeseen circumstances.

Amendment to line 4A: Parent emails will not be uploaded to Fundraiselt.

Chair Signature:

Date:

Customer Growth Manager Signature: 

Date: 13 Jun 2023



MEMORANDUM OF UNDERSTANDING WITH WADSWORTH CITY SCHOOLS

This Memorandum of Understanding (MOU) is made and entered into by and between the Educational Service Center of Central Ohio (hereinafter the "ESCCO") and created under Chapter 3311 of the Ohio Revised Code, doing business at 2080 Citygate Drive, Columbus, Ohio 43219 and Wadsworth City Schools (hereinafter referred to as "DISTRICT") doing business at 524 Broad Street, Wadsworth, Ohio 44281-2306 (collectively referred to as "the Parties").

This Agreement is formed to guide districts' participation in offering a Mathematical Modeling and Reasoning Algebra 2 Equivalent Course ("MMR").

SCOPE OF WORK:

A. The Pilot District commits to the following:

Responsibilities for Administrator of Partnering Pilot Schools:

- Attend Day 1 of summer training with first-year MMR-teacher.
- Meet with first-year MMR-teacher approximately once before school starts, once each month for the first 3 months of school, and once a quarter thereafter to provide support as needed.
- Work with counseling department to create class for target students.
- Name class to align with appropriate EMIS code.
- Assign teacher to the course.
- Help teacher obtain necessary resources and supplies, e.g., photocopies, needed supplies.
- Allow teacher time (both face-to-face and virtually) to collaborate with other MMR teachers and Regional Facilitators.
- Allow teacher time to attend professional learning meetings.

Responsibilities for Teacher of Mathematical Modeling and Reasoning Course:

- Attend and participate in professional learning sessions.
- Cohorts 22 and 23 are expected to attend and participate in at least 75% of the virtual meetings, and Cohorts 19, 20, and 21 are expected to attend and participate in at least 50% of the virtual meetings.
- Participate in collaboration opportunities with other MMR teachers.
- Follow the developed scope-and sequence.
- Implement the lesson plans.
- Post created resources in shared group folder to be shared with other MMR teachers.

The ESCCO will be the fiscal agent administering the project for the Department.

The ESCCO will provide the DISTRICT with \$100 (plus payroll costs) to pay each identified PRIMARY teacher PER SCHOOL BUILDING for each day of training attended during the summer. This is intended to offset a stipend for the teacher, or teacher mileage.

The ESCCO will provide the DISTRICT with \$200 (plus payroll costs) to pay each identified PRIMARY teacher PER SCHOOL BUILDING for each day of training attended during the school year. This is intended to offset the cost of a substitute, and teacher mileage.

This Agreement shall guide the collaboration between the Ohio Department of Education, the Ohio Educational Service Center Association (OESCA), the ESCCO and the DISTRICTS by providing a mutual understanding of the roles and responsibilities of each party.

ARTICLE 1: TIME, DELIVERABLES, COMPENSATION, AND REPORTING

- A. **PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this MOU, the ESCCO agrees to furnish those specific goods and services detailed in this MOU.
- B. **MEMORANDUM OF UNDERSTANDING PERIOD:** This Memorandum of Understanding shall be effective from July 1, 2023, through June 30, 2024. The Memorandum of Understanding may be extended upon the same terms and conditions set forth herein if there is mutual consent of the parties that is documented in writing, but such extension will be contingent on the availability of funding.
- C. **TERMINATION OF MEMORANDUM OF UNDERSTANDING (MOU):** This MOU may be terminated by the ESCCO with thirty (30) day written notice if the Ohio Department of Education (ODE) exercises its termination rights in Section VII (A) of the sub grant agreement with the ESCCO.
- D. **COST AND DELIVERY OF PURCHASED GOODS AND SERVICES:** Subject to the limitations specified in the scope of work above, the DISTRICT will receive compensation for participation in the High School Math Pathways project (as outlined above).
- E. **ALLOWABLE COST:** ESCCO will pay and/or reimburse only those costs that are allowable under this agreement. In no event shall ESCCO pay or reimburse any amount in excess of the total value of the Memorandum of Understanding as specified in Article 1-D, *Cost and Delivery of Purchased Goods and Services*.
- F. **MONITORING AND EVALUATION:** The DISTRICT will monitor the manner in which the terms of the Memorandum of Understanding are being carried out and evaluate the extent to which the objectives are achieved. If the DISTRICT enters into a contract or service agreement with another entity, the DISTRICT also assumes the responsibilities to monitor the activities to ensure the funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contract or award agreements and that performance goals are achieved.
- G. **INVOICING:** The DISTRICT shall bill the Educational Service Center of Central Ohio, 2080 Citygate Dr., Columbus, OH, 43219 and the invoice shall be received by ESCCO no later than 30 calendar days following the month of service of goods or other deliverables.

The invoice summary will show the date of the invoice and the period for which the goods and services were rendered. Invoices may be submitted only for actual goods and services provided during the effective dates of the MOU, not to exceed the number of units or the total dollar amount authorized by ESCCO, and must reflect the approved fixed unit cost for each unit of service or the actual dollar amount of reimbursable and administrative expenses, as appropriate.

The DISTRICT must certify that claims made to ESCCO for payment of purchased goods and services are for actual goods delivered and actual services rendered and are for the completion of contracted performance measures/standards. All invoiced reimbursable expenses must be verified by supporting documentation, such as payroll records and/or itemized receipts for expenditures.

ESCCO shall review the submitted invoice for completeness and accuracy before making payment within thirty (30) days after approval, contingent upon the availability of program funds. The expenditures reported on the invoice are subject to review by ESCCO before payment is made. The DISTRICT hereby authorizes ESCCO to adjust for mathematical errors, incorrect unit

rates, or non-covered goods and services and agrees that ESCCO shall not reimburse the DISTRICT for goods and services that do not have prior authorization or exceed the authorization.

ESCCO does not have the ability to compensate the DISTRICT for work performed under the Memorandum of Understanding after the purchase order for the Memorandum of Understanding has been closed. The final invoice for compensation of work performed under this Memorandum of Understanding must be received by ESCCO no later than August 1, 2024. Failure of the DISTRICT to submit the final invoice by this deadline will be deemed forfeiture and waiver by the DISTRICT for any claims for all remaining compensation due hereunder.

- H. **DUPLICATE INVOICING:** The DISTRICT certifies that any costs incurred under this Memorandum of Understanding shall not be chargeable to or included as a cost in any other financed program in either the current or prior period. Further, the DISTRICT warrants that claims made to ESCCO for payment of Purchased Goods and Services under this MOU shall be for actual goods delivered and services rendered to eligible individuals and do not duplicate claims made by the DISTRICT to other sources of funds for the same service.
- I. **REPORTING:** The DISTRICT will provide reports to ESCCO regarding Purchased Goods and Services provided on a schedule specified by ESCCO. Reporting may be required via electronic media. Reporting categories will be provided by ESCCO. The DISTRICT shall also submit a written report to ESCCO summarizing actual program expenses on a quarterly basis using the format provided by ESCCO. In addition, the DISTRICT will be required to submit supporting documentation of actual program expenditures. Each quarterly expenditure report is due no later than thirty (30) days following the end of the quarter.
- J. **ANNUAL RECONCILIATION:** A reconciliation will be completed by ESCCO no later than thirty (30) days following the end of the Memorandum of Understanding period. Actual costs must be reconciled against revenue received as evidenced by supporting documentation. Any funds received in excess of actual expenditures must be returned to ESCCO no later than sixty (60) days following the end of the Memorandum of Understanding period.
- K. **PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the goods and services provided under this MOU, it will be clearly stated that the DISTRICT is solely responsible for selection, implementation, and monitoring of curriculum, resources, materials, activities, and events.

ARTICLE 2: CONFIDENTIALITY AND FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

- A. DISTRICT shall comply with all applicable provisions of Ohio and federal laws including the Family Educational Rights and Privacy Act (hereinafter "FERPA"), 20 U.S.C.A. 1232g. Nothing in this Agreement shall be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by state or federal law or regulation.
- B. As used herein, "confidential information" means any and all information provided in any form from one party to the other which is, by its nature, information that a prudent businessperson would maintain as confidential. "Personal information," as described in O.R.C 1347.01(E), includes personally identifiable student information or educational records defined by FERPA.
- C. DISTRICT understands that it may, pursuant to the Agreement, generate or otherwise be in possession of confidential education records regarding students, and that these records are protected by federal law including, FERPA. DISTRICT further understands that it may not share or disclose these education records with any party other than the Department or ESCCO, directly or indirectly, without both the Department's and the relevant student's consent.
- D. Each party shall use confidential information only in connection with the purposes set forth herein. Each party agrees to use reasonable efforts to safeguard confidential information. "Reasonable efforts" means efforts not less than those a party employs to protect its own confidential information and, in any event, efforts not less than those a prudent businessperson would take to protect his or her own confidential and proprietary information.

- E. If either party experiences any breach of data security that exposes confidential information, that party shall bear all costs to notify every individual whose confidential information may have been compromised.

Educational Service Center of Central Ohio

Signature:  _____

Name: David Varda

Title: Treasurer/CFO

Date: June 11, 2023

Wadsworth City Schools

Signature: _____

Name: _____

Title: _____

Date: _____



Bob Rogers Travel

THEATRE TICKETS CONTRACT

WADSWORTH HIGH SCHOOL CHOIR AND BOB ROGERS TRAVEL

Musical: "HAMILTON"

Theatre: NEDERLANDER THEATRE

Date: Friday, Nov 03, 2023 at 7:30 PM

Price: \$82.50 per ticket

Seats Reserved: 140 seats

Please sign and return by July 7, 2023 with the final number of tickets you would like to be purchased. Once you have given the final number, you are responsible for all tickets requested. Unfortunately, we cannot give substitutions, exchanges or refunds.

I have thoroughly read the information stated above and I understand and agree to the terms in this contract.

Number of tickets to be purchased: 139

BOB ROGERS TRAVEL, INC.



Bob Rogers Travel Representative

Date 6/23/2023

SCHOOL

Signature of Authorized Representative

Date _____



Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body responsible for the administration of one or more schools and has legal authority to operate school meal programs therein or is otherwise approved by USDA Food and Nutrition Service to operate school meal programs.

- 1. Sacred Heart of Jesus IRN 057521 (SFA 2) wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to Wadsworth City Schools IRN 044974 (SFA 1). All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2's specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA Foods and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.
2. The parties to this agreement agree to cooperate fully, work in good faith and assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.
3. This agreement shall become effective 07/01/2023 and it shall remain in effect until 06/30/2024 (no longer than one year) unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office of Nutrition.
4. Assurance of Civil Rights Compliance
The School Food Authority (SFA) hereby agrees that it will comply with:
i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program

applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the SFA agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the SFA.

<u>SFA 1</u> Signature _____ Title <u>Pastor</u> Phone Number _____ Date <u>6-1-23</u>	<u>SFA 2</u> Signature _____ Title _____ Phone Number _____ Date _____
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THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: "Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement", before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of*

Education, Office of Office of Nutrition, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.

This institution is an equal opportunity provider.

**Terms of Agreement to be Considered and/or Negotiated in the
Alternate School Food Authority (SFA) Arrangement**

Address each of the following items and include with the previous page for state agency approval.

1. Which specific school meal program(s) will be included under this agreement (National School Lunch Program, School Breakfast Program, After School Care Snack Program and/or Special Milk Program)?
2. Who will distribute free and reduced-price school meal applications to each household?
3. Who will process the applications including determining eligibility (approval official), notifying applicants, completing verification requirements (verification official), providing a hearing official and updating eligibility changes?
4. Where and how will point-of-service counts by eligibility category be obtained and who will record and report these counts?
5. Who will compile the monthly claim for reimbursement before it is submitted to ODE? Who will perform the required attendance-adjusted eligible edit check?
6. Will unit meal prices be subject to any negotiations between the SFAs?
7. Who will collect money/sell tickets to students and adults? What will be the policy for meal charges and is this policy acceptable to both SFAs?
8. Terms regarding cancellation rights by either SFA should be discussed should an unforeseen problem arise.
9. What will be the policy for reconciling any differences that may exist between days that school is in session and how meal service may be affected?
10. School meal program records and free and reduced-price school meal applications must be kept on file for three years plus the current school year. Where will records be stored?
11. How will student involvement in the school meal programs (e.g., advisory groups, taste panels, surveys, menu planning) be handled?

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

WADSWORTH CITY SCHOOLS 2023-2024 CALENDAR

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 21 No School (Teacher Work Day)
- 22 No School (Teacher Work Day)
- 23 No School (Prof. Dev. In-Service)
- 24 First Student Day (Gr. 1 - 12)
- 30 First Student Day (Kind. & PS)

- 4 No School (Labor Day)
- 7 **Delayed Start (Gr. 7 – 12)**
- 22 No School (Prof. Dev. In-Service)
- 27 No School (PreK – Gr. 6 only)
Conferences 11:30 a.m.-7:00 p.m.

- 5 Conferences (PreK – Gr. 6)
- 12 **Delayed Start (Gr. 7 – 12)**
- 13 No School (Teacher Comp Day, NEOEA Day)

- 1 WHS Conference Night
- 2 No School (PreK - Gr. 6 only)
Conferences 8:10 a.m. – 3:40 p.m.
Delayed Start (Gr. 7 – 12)
- 3 No School (Prof. Dev. In-Service)
- 9 WMS Conference Night
- 23-27 No School (Thanksgiving Break)

- 7 **Delayed Start (Gr. 7 – 12)**
- 22-29 No School (Winter Break)

T-9 *S-6

*PreK & Kind. Students Days - 2

T-20 *S-19

*PreK – Gr. 6 Student Days - 18

T-22 S-21

T-19 *S-18

*PreK – Gr. 6 Student Days - 17

T-15 S-15

JANUARY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 1-3 No School (Winter Break)
- 11 **Delayed Start (Gr. 7 - 8)**
- 12 No School (Record Day)
- 15 No School (M.L. King, Jr. Day)

T-19 S-18

- 1 PreK – Gr. 6 Conferences (4:30-8:00 p.m.)
Delayed Start (Gr. 7 – 12)
- 19 No School (President’s Day)

T-20 S-20

- 7 **No School (Gr. 9, 10, & 12)**
Delayed Start (Gr. 7 – 8)
- 29 No School (Good Friday)

T-20 *S-20

*Gr. 9, 10, & 12 Students - 19

- 1-5 No School (Spring Break)
- 11 **Delayed Start (Gr. 7 – 12)**
- 18 No School (Gr. K - 2 & 5)
Delayed Start (WHS students not taking Eng./Lang. Arts state test)
- 19 No School (Gr. K – 2 & 6)
Delayed Start (WHS students not taking Eng./Lang. Arts state test)
- 22 No School (Gr. 5)
- 23 No School (Gr. 6)
Delayed Start (WHS students not taking Biology state test)
- 24 **Delayed Start (WHS students not taking Amer. History state test)**
- 25 **Delayed Start (WHS students not taking Govt. state test)**
- 26 No School (WHS students not taking Algebra or Geometry state tests)
- 29 **No School (Gr. 6)** T-17 *S-17

- 2 **Delayed Start (Gr. 7 – 12)**
- 26 Commencement
- 27 No School (Memorial Day)
- 31 Last Student Day

T-22 S-22

JUNE 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Gr. K - 4 Trimesters

08/24/23 – 11/22/23 (59 days)
11/28/23 – 03/01/24 (57 days)
03/04/24 – 05/31/24 (58 days)

Gr. 5 - 12 Quarters

08/24/23 – 10/27/23 (Gr. 7-12 44 days; Gr. 5-6 43 days)
10/30/23 – 01/11/24 (Gr. 7–12 41 days; Gr. 5-6 40 days)
01/16/24 – 03/22/24 (48 days)
03/25/24 – 05/31/24 (43 days)

Total Student Days

PS: 170	Gr. 6: 173
Kind.: 168	Gr. 9, 10, 12: 175
Gr. 1, 2, 5: 172	Gr. 7, 8, 11: 176
Gr. 3 & 4: 174	

Note: If the school district falls below the minimum hours required in a school year due to calamity days, hours will be added at the end of the school year, beginning June 3, 2024.

3 Teacher Workday

T-1 S-0

*Gr. K-2 & Gr. 5 Students – 15 days
Gr. 6 Students – 14 days