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Agreement for Admission for Tuition Pupils (Wooster City Schools)

WEA MOU (7th Gr. Football Coach)

Bluegrass Pizza (Pizza Hut) Agreement

FlagHouse Terms & Conditions

**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING  
MONDAY, AUGUST 14, 2023

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

**AGENDA ADDENDUM**

**VII. Administrative Items**

A. Personnel Consent Items

2. Employments

e) Supplemental Contracts

(67) Jason Ball, 8th Gr. Asst. Volleyball Coach (Volunteer)

f) Athletic Contest Workers, eff. 8/7/2023 (\$40/event)

(50) Sherri Moore

B. Action Consent Items

15. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. between the Wooster City School District and the Wadsworth City School District for the 2023-2024 school year
16. Recommendation to approve the memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education
17. Recommendation to approve the Agreement between Bluegrass Pizza (dba Pizza Hut) and the Wadsworth City School District Board of Education for the period of August 1, 2023 through May 31, 2024
18. Recommendation to approve the FlagHouse Terms and Conditions

**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
Regular Stated Meeting  
August 14, 2023**

**Agenda Addendum Detail Sheet**

**VII. Administrative Items**

B. Action Consent Items

- 16. Wadsworth Education Association (WEA) Memorandum of Understanding (MOU):** The memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval will allow the 7th grade head football coach position to continue through the length of the current *Negotiated Agreement*. The position was created through a MOU during the 2022-2023 school year and results from the hiring of one (1) less paid “middle school assistant” coach.
  
- 17. Bluegrass Pizza Agreement:** The Agreement between Bluegrass Pizza (dba Pizza Hut) and the Wadsworth City School District Board of Education for the period of August 1, 2023 through May 31, 2024 being recommended for approval will allow our food service department to provide Bluegrass Pizza as an option to students during the 2023-2024 school year.
  
- 18. FlagHouse Terms and Conditions:** The FlagHouse Terms and Conditions being recommended for approval will allow for the purchase of items for the renovation of the Valley View Elementary School sensory room. Most of the costs for the renovations are being covered through grant funding secured by Valley View Elementary Teacher Mrs. Haley Duerr.

**CONTRACT FOR CHILDREN WITH DISABILITIES**

**Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence**




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


**District of Attendance**

The Wooster City School District Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the Wadsworth City School District Board of Education (District of Residence) for educational purposes for the school year of 20 23 - 20 24 .

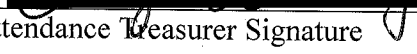
The Wadsworth City School District Board of Education (District of Residence) hereby agrees to pay to the Wooster City School District Board of Education for each of the listed pupil(s) an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the Wooster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

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

Name of Student	Address of Student
1. 	
2. _____	_____
3. 	_____

District of Attendance Superintendent Signature 

8-1-23  
Date

District of Attendance Treasurer Signature 

7/27/23  
Date

**District of Residence**

**We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2023 - 2024 .**

District of Residence Superintendent Signature \_\_\_\_\_

Date \_\_\_\_\_

District of Residence Treasurer Signature \_\_\_\_\_

Date \_\_\_\_\_

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

This Memorandum of Understanding is entered into this 11th day of August 2023, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, Appendix D of the Agreement details the Supplemental Salary Schedule.

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

1. For the 2023-2024, 2024-2025, and 2025-2026 school years, the following position will be added to the Supplemental Salary Schedule, as it was through a memorandum of understanding during the 2022-2023 school year:

7th Grade Head Coach (football)

2. As was done during the 2022-2023 school year, this new position will replace a previously hired Middle School Assistant position.
3. During the length of this memorandum of understanding, the salary schedule below will be implemented for the position.

<u>Position:</u>	<u>0-3 Years:</u>	<u>4-6 Years:</u>	<u>7-9 Years:</u>	<u>10+ Years:</u>
7th Head Coach	10.00%	10.50%	11.50%	12.50%

4. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice upon expiration.
5. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

**For the Wadsworth Education Association**

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

\_\_\_\_\_  
Rob Earle, WEA Co-President

\_\_\_\_\_  
Andrew J. Hill, Ed.D., Superintendent

Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
Stephine Schmeltzer, WEA Co-President



## Agreement between Bluegrass Pizza (dba Pizza Hut) and Wadsworth City School District

This agreement, executed on \_\_\_\_\_ between SFR X Holdings/Bluegrass Pizza (dba Pizza Hut), 3309 Collins Lane, Louisville KY 40245 and Wadsworth City Schools is for the contract period August 1, 2023 through May 31, 2024.

During the term of this agreement, Pizza Hut shall deliver pizzas to the District's premises for resale to student customers. Deliveries shall be made as outlined on the attached Addendum or as otherwise needed to maintain product quality. Pizza Hut agrees to follow appropriate product specifications. The District may be set-up as a vendor on delayed payment through Bluegrass Pizza and agrees to make timely payment on all invoices. To receive the pricing below and use delayed payment, a day's order must be a minimum of 20 pizzas.

Pizza Hut shall train the District in proper methods of service and quality control with respect to the pizzas in order to assure consistent product quality. The District agrees to follow Pizza Hut's direction with respect to standards of quality, service, and cleanliness in connection with the sale of its products.

~~Each party shall hold harmless and indemnify the other party from and against any and all losses, claims, damages, costs and expenses (including reasonable attorneys' fees) arising out of this agreement, provided that the indemnified party gives prompt written notice to the indemnifying party of any such claim and reasonably cooperates in the defense or settlement of any third party claim subject to indemnification hereunder.~~  
*no 8/18/23*

Each party must comply with its obligations set forth in the Addendum to this Agreement. In addition, each party must obtain and maintain during the term of this agreement all appropriate permits, licenses, and certificates that may be required including a valid Health Permit.

This agreement may be terminated by either party with 30 days' advance written notice provided to the other party by certified mail. If the District terminates this agreement on less than 30 days' advance written notice, the District will be obligated to pay to Pizza Hut an amount equal to Pizza Hut's actual costs incurred for ingredients and raw materials intended to be used in pizzas to be sold to the District during the 30-day period following termination. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings regarding such subject matter. Any amendment to this agreement must be in writing and signed by both parties.

The general and bulk prices set forth below will be honored throughout the 2023-24 school year barring unforeseen economic or raw materials issues outside of Pizza Hut's control. Pizza Hut has the right to raise prices for products each year during the term of this agreement in line with the then current rate of inflation, *and any up-rght by the Dist. no 8/18/23*

Pizza Hut will provide *1,480 approx.* approximately \_\_\_\_\_ large 14" pan/hand tossed pizzas at **\$8.00** cheese pizza and **\$8.00** per pepperoni pizza, both 8-cut pizzas.

Date of first delivery: 8/25/23

Laura Beltz  
Pizza Hut District/Local Sales Manager (printed name)  
Laura Beltz  
Signature

\_\_\_\_\_  
School District Representative (printed name)  
\_\_\_\_\_  
Signature/Title

## ADDENDUM TO AGREEMENT

### Wadsworth City Schools

A standard order will be delivered and invoiced according to set schedule (see below), unless authorized purchaser makes adjustment(s) at agreed-upon time at least one day prior to delivery.

Standard Order for school: Wadsworth Middle School First order date:

- 1x/month
- Estimate of 12 pizzas/month
- 8 cut
- All pepperoni
- 10:30
- Door #
- Tanya Bruers, [REDACTED]

Standard Order for school: Wadsworth Intermediate School First order date:

- 1x/month
- Estimate of 36 pizzas/month
- 8 cut
- All pepperoni
- 10:30
- Door #
- Beth Snyder, [REDACTED]

Standard Order for school: Franklin Elementary School First order date:

- 1x/month
- Estimate of 14 pizzas/month
- 8 cut
- All pepperoni
- 10:25
- Door #
- Stacey Cornett, [REDACTED]

Standard Order for school: Isham Memorial Elementary School First order date:

- Estimate of ~~12~~ pizzas/month *15-18 each.*
- 8 cut
- All pepperoni
- 10:00
- Door #
- Kristen Robinson, [REDACTED]

Standard Order for school: Lincoln Elementary School First order date:

- 1x/month
- Estimate of ~~13~~ pizzas/month *14-16 each*
- 8 cut
- All pepperoni
- 10:25
- Door #
- LeAnn Miller [REDACTED]

Standard Order for school: Overlook Elementary School First order date:

- 1x/month
- Estimate of 15 pizzas/month
- 8 cut
- All pepperoni
- 10:25
- Door #
- Phyllis Lenze, [REDACTED]

15-18 each

Standard Order for school: Valley View Elementary School First order date:

- 1x/month
- Estimate of 16 pizzas/month
- 8 cut
- All pepperoni
- 10:25
- Door #
- Chandra Derrig, [REDACTED]

16-18 each

Standard Order for school: Sacred Heart Elementary School First order date:

- 1x/month
- Estimate of ~~17~~ pizzas/month
- 8 cut
- All pepperoni
- 10:45
- Door #
- Karen Flanigan, [REDACTED]

18-20 each

### Order adjustments

(authorized purchaser)  
am/pm and

will call Restaurant GM at 330-825-7777 (General Manager) between  
(Pizza Hut representative)  
am/pm with any adjustments for next day's order.

School cancellations/delays: standard order will be delivered the following school day.

\* Except if closed on Friday.

  
(FSD initials)



## **Responsibilities of the District**

- Provide Pizza Hut General Manager (GM) with school calendar indicating days school will be closed or lunch will not be served.
- Notify GM of unexpected school closing as soon as closure decision is made.
- Notify GM of special requests two weeks in advance.
- Use Pizza Hut brand name on menu to designate days Pizza Hut pizza will be served.
- Provide hot hold/warming equipment to **keep pizza above 140° F until served.**
- Sign delivery confirmations and note any discrepancies at time of delivery.
- Unload pizza immediately from pouches and place in warmer.
- When removing pizza from warmer to serve, begin with box #1, then box #2, etc. to ensure that first pizza cooked is first pizza served.
- Product quality is critical to Pizza Hut. We recommend disposal of unused pizza 20 minutes after delivery.
- The District may not under any circumstances serve leftover pizza (day after delivery).

## **Pizza Hut Responsibilities**

- Obtain and maintain necessary licenses, registrations, certifications, and insurance documentation.
- Provide product made to proper specifications, evenly sliced, and delivered on time.
- Email monthly billing statement (for delayed payment accounts).
- Place delivery pouches with pizzas at designated drop-off point.

Bluegrass Pizza | 3309 Collins Avenue | Louisville KY 40245 | 502-805-1351

### School Delayed Payment Application

Please Print

#### BILLING INFORMATION

School District Name: Wadsworth City Schools

Billing Address (Street, City, Zip): 524 Broad St. Wadsworth, OH 44281

Accounts Payable Contact: Cheryl Harris

A/P Contact Phone Number: 330-335-1303

A/P Contact Email Address: invoices@wadsworthschools.org

District's Tax Exempt Number: 

#### ORDERING INFORMATION

Primary Contact for Orders: Kelly Gnap

Order Contact Phone Number: 330-335-1436

Order Contact Mobile Phone Number: 

Order Contact Email Address: kgnap@wadsworthschools.org

Terms on Delayed Payment Accounts:

- Payment is due in full within 30 days of monthly invoice
- All payments are made to Bluegrass Pizza and sent to 3309 Collins Avenue, Louisville KY 40245
- Payments over 90 days will be assessed a 2% carrying charge
- Accounts over 90 days will be suspended until the account is brought current
- Minimum order of 20 pizzas for delayed payment usage

I agree and accept these terms as stated above.

Authorized by:

Title:

Signature:

Date:



Hill (Superintendent), Andrew &lt;ahill@wadsworthschools.org&gt;

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**Re: Wadsworth**

1 message

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**Laura A. Beltz** <LABeltz@bluegrasspizza.com>

Mon, Aug 14, 2023 at 6:30 AM

To: "Hill (Superintendent), Andrew" &lt;ahill@wadsworthschools.org&gt;

Cc: Kelly Gnap &lt;kgnap@wadsworthschools.org&gt;

Hi Andy - this is good to go. If you'd just like to sign with the written changes on there, that would be great. Thank you!

On Aug 9, 2023, at 10:04 AM, Hill (Superintendent), Andrew <ahill@wadsworthschools.org> wrote:

Good morning. I was recently asked to review the proposed Agreement with our school district. Upon review, there are provisions that we are not allowed to agree to as written per Ohio Revised Code and Ohio Attorney General opinions (2). The provisions deal with open-ended expenses. I can provide the statute number and opinions if necessary. I have attached a marked-up version of the Agreement. Once you have a chance to review it, please let me know our next steps. Thank you in advance for working with us through this process.

Andy Hill

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Andrew J. Hill, Ed.D.  
Superintendent  
Wadsworth City School District  
330-335-1301 (phone)  
524 Broad St.  
Wadsworth, OH 44281

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<Pizza Hut.pdf>

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**QUOTE#: AOPPP7204**

Reference #: P0932361

Date: 11/30/2022

Consultant: Alessandra Pucci

E-Mail: apucci@flaghouse.com

Attention: Haley Duerr  
 Client: VALLEY VIEW ELEMENTARY  
 Address: 625 ORCHARD ST  
 WADSWORTH, OH 44281

Phone #: 330-335-1430

Fax #:

E-Mail: [Haley Duerr <hduerr@wadsworthschool>](mailto:Haley.Duerr@wadsworthschool)

ITEM #	DESCRIPTION	QUANTITY	UNIT	EXTENDED
	<b>SENSORY MAGIC BUNDLE</b>			
	<b>CONSISTS OF:</b>			
21098RO	SENSORY MAGIC NS13 AA	1	\$ 6,083.84	\$ 6,083.84
41576	MAXI BUBBLE TUBE 80 IN TUBE ONLY NS12 TRK AA	1	\$ 429.92	\$ 429.92
41671	MAXI BUBBLE TUBE CHASSIS SLIM PROFILE	1	\$ 721.13	\$ 721.13
39993	78 IN PLASTIC FIBER BUNDLE 200 STRAND AA	1	\$ 393.42	\$ 393.42
41541	INTERACTIVE LED LIGHT ENGINE	1	\$ 466.42	\$ 466.42
41148	WIFI WIRELESS CONTROLLER NS11 AA	1	\$ 555.65	\$ 555.65
99ZX01795	SPECIAL ORDER ITEM APPLE ATHLETIC NS16	1	\$ 2,400.00	\$ 2,400.00
42248	UNIV FLAT WALL MTN FOR 10-24 IN DISPLAY NS14	1	\$ 32.44	\$ 32.44
39019	CUSTOM ACRYLIC MIRROR 96X48 IN OML TR	1	\$ 423.00	\$ 423.00
32401	FIBER OPTIC LIGHT ENCLOSURE AA MM	1	\$ 289.00	\$ 289.00

**TERMS AND CONDITIONS**

- Estimated delivery: 10-15 weeks. Please advise if you are working to a specific deadline and require expedited delivery.
- A 50% deposit may be requested upon acceptance of order. Remaining balance due net 30 Days from invoice date.
- FOB: Point of Shipment
- Applicable taxes are extra.
- Quote valid for 30 days.
- Custom and special order items are non-refundable.
- If quoted, Installation and Training are estimated, and actual travel expenses may be exinside Delivery may be available upon request, and additional charges apply. Call for details.
- Orders must be inspected for shipping damage or loss immediately upon receipt of each shipment. Do not sign for any packages which appear damaged; or if you sign, have the carrier's driver note such damage on the receipt.
- Damage and loss claims will only be accepted by FlagHouse within 48 hours of receipt of each delivery.
- Errors and Omissions Excepted
- Please call for an updated quote if you need any additional services.
- A separate installation agreement will follow when professional installation is purchased.

<b>Equipment Subtotal</b>		<b>\$ 11,794.82</b>
<b>Installation</b>		<b>TBD</b>
<b>Training</b>		<b>TBD</b>
<b>Freight</b>		<b>\$ 943.59</b>
<b>Taxes</b>	0%	
<b>TOTAL</b>		<b>\$ 12,738.41</b>

**NOTE:** This quote, including the photographs, renderings, sketches, drawings, specifications and other materials that are contained within this Quote, are Instruments of Service of FlagHouse, Inc.. This includes documents in electronic form. FlagHouse shall retain, and expressly reserves, all common law, statutory and other reserved rights, including copyrights, in the Quote. Customer shall not use the Quote for any purpose other than retaining FlagHouse to perform the services and provide the materials identified therein. Without limitation, Customer shall not use the Quote to solicit competing quotes, or provide the Quote to other prospective contractors or material suppliers. Any unauthorized use of the Quote shall be at the Customer's sole risk without liability to FlagHouse.

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**Signature**

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**Date**