

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

FRIDAY, JANUARY 12, 2024, 3:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING (524 BROAD STREET)

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Public Participation
- V. Board Member Items
- VI. Executive Session

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

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment ✓

2. Employment ✓

3. Dismissal ✓

4. Discipline ✓

5. Promotion

6. Demotion

7. Compensation ✓

8. Investigation of charges/complaints (unless public hearing requested)

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

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

NOW, THEREFORE BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on **A1, A2, A3, A4, A7, C and E** as listed above.

VIII. Board Action Limited to Special Meeting Purpose

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.

LAST CHANCE AGREEMENT – SUPERINTENDENT

Dr. Andrew J. Hill (“Superintendent”) enters into this Last Chance Agreement (“Agreement”) with the Wadsworth City School District Board of Education (“Board”) (collectively, “Parties”) in consideration of the Board not initiating termination proceedings for any known allegations arising on or before January 11, 2024.

A. In consideration of the Superintendent not having to undergo termination proceedings pursuant to R.C. 3319.01, R.C. 3319.16, R.C. 3319.161, and/or applicable laws and to mitigate potential discipline, the Parties agree as follows:

1. The Superintendent voluntarily accepts a reduction in salary compensation in the total amount of Six Thousand Seven Hundred Forty Dollars and Zero Cents (\$6,740.00) for the 2023-2024 contract term only.

2. Superintendent Statements

a. No earlier than 3:00 p.m. on January 12, 2024, but prior to the date and time the Superintendent is scheduled to return in person, the Superintendent shall email the following statement to all employees of the Board including, but not limited to, administrators, other administrators, teachers, and nonteaching employees:

Good afternoon. I would like to thank the Board of Education for giving me the opportunity to send this message to all WCS employees. While there is a lot that I would like to share and there may be questions that you would like to ask me, today's message is not about that. My message today is simple, I'm sorry. I'm sorry for the distraction my personal actions have caused our Board of Education and others.

I'm appreciative of the process our Board of Education engaged in over the last month and their decision to offer a Last Chance Agreement that allows me to continue as superintendent. While I have a number of personal issues that I'm currently working through and many decisions that need to be made with those I care about, I will not let those issues impact the job I have been hired to do. I continue to care deeply about our students, our Board, our community, and each of you.

b. In the Board's sole discretion, the Board may post and/or distribute the following statement by the Superintendent to the public:

Last Chance Agreement – Superintendent

I would like to thank the Board of Education for giving me the opportunity to share this message with the Wadsworth City School District Community. My message today is simple, I'm sorry. I'm sorry for the distraction my personal actions have caused our Board of Education and others.

I'm appreciative of the process our Board of Education engaged in over the last month and their decision to offer a Last Chance Agreement that allows me to continue as superintendent. While I have a number of personal issues that I'm currently working through and many decisions that need to be made with those I care about, I will not let those issues impact the job I have been hired to do. I continue to care deeply about our students, our employees, our Board, and our community.

- c. The Board may post and/or distribute the following statement to the public:

The Wadsworth City School District Board of Education was recently made aware of personnel matters and took immediate action. The Board is taking the appropriate action to ensure full compliance with the policies and guidelines of the Wadsworth City School District.

3. Employee Assistance Program

- a. The Superintendent shall continue appointments with one (1) or more approved Employee Assistance Program ("EAP") provider for each of the following:
 - 1) Workplace stress performance and concerns;
 - 2) Employee wellbeing; and
 - 3) All other areas recommended by the EAP provider.
- b. The Superintendent shall participate in each of the above EAP programs as directed by the applicable EAP providers commencing no later than January 31, 2024, and ending no sooner than July 31, 2026. Additional EAP programs may be required at the sole discretion of the Board.
- c. Unless the appropriate leave is taken by the Superintendent, participation in each of the above EAP programs shall be outside the workday.
- d. Participation in each of the above EAP programs shall be in accordance with the District's EAP and health insurance plan to the extent applicable.

Last Chance Agreement – Superintendent

4. Professional Development

- a. Upon the prior written approval of the Board, the Superintendent shall participate between twenty (20) and forty (40) total hours of professional development covering each of the following professional development program areas through July 31, 2024, as directed by the Board:
 - 1) Board policies;
 - 2) Administrative guidelines;
 - 3) Administrator ethics;
 - 4) Executive coaching; and
 - 5) All other areas recommended by the Board.
- b. The Superintendent shall enroll in the above professional development programs commencing no later than January 31, 2024, and shall participate in these programs through and including July 31, 2024. Additional professional development programs may be required at the sole discretion of the Board.
- c. The Superintendent shall provide the Board with verification of participation in the same including, but not limited to, submitting monthly updates through July 31, 2024.
- d. Participation in each of the above professional development programs shall be at the Superintendent's sole expense.

5. Termination

- a. This Agreement is the last chance for the Superintendent to show that the Superintendent is a valuable employee and is able to carry out all reasonable work expectations.
- b. This Agreement constitutes the last chance for the Superintendent to maintain appointment and/or employment with the Board.
- c. The Board agrees not to seek the termination of the Superintendent for those allegations actually known to the Board on or before January 11, 2024, subject to the conditions of this Agreement.
- d. Any violation of this Agreement and/or future disciplinary conduct as determined by the Board on or before July 31, 2026, shall be either progressive discipline and/or just cause for immediate termination of all appointments and/or employment agreements of the Superintendent by the Board and the Superintendent specifically waives any and all rights under R.C. 3319.01, R.C. 3319.16, R.C. 3319.161, and/or applicable laws.

B. Other General Terms and Conditions

1. The Parties agree that the terms of this Agreement shall prevail over any contrary terms in the past, current, and/or future agreements between the Superintendent and Board.
2. Other than the specific promises described and written in and throughout the entirety of this Agreement, no other promises and/or agreements of any kind — verbal, written, and/or otherwise — have been made to cause either party to execute this Agreement.
3. Each party fully understands the terms of this Agreement including, but not limited to its meaning, intent, and final and binding effect.
4. Each party executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
5. The terms of this Agreement shall only be modified in writing with the mutual agreement of the Parties.
6. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument.
7. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.
8. Any person signing this Agreement for any party represents and warrants that such person has the express authority to sign this Agreement for that party and to bind that party to the Agreement.
9. The specific promises described and written in and throughout the entirety of this Agreement are the sole consideration of this Agreement.

[Signature Page to Follow]

**FOR THE WADSWORTH CITY SCHOOL
DISTRICT BOARD OF EDUCATION:**

[Redacted Signature]

Jill Stevens*
Board President
(In Official Capacity Only)

[Redacted Signature]

Douglas Beeman*
Treasurer
(In Official Capacity Only)

FOR DR. ANDREW J. HILL:

[Redacted Signature]

1/11/2024

Dr. Andrew J. Hill

Authorized Pursuant to Board Resolution No. 24-1-23 January 12, 2024)

*This Agreement has no legal effect absent Board approval.

[End of the Agreement]