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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

MONDAY, JULY 1, 2024, 5:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING (524 BROAD STREET)

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Discussion items, Presentations, and Updates**
- VI. Public Participation**
- VII. Administrative Items**
 - A. Personnel Items
 - 1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education, with a license effective date of July 1, 2024 if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)
 - a) Certified Staff
 - (1) Cole Edgell
 - (2) Grace Donnelly
 - (3) Elyssa Hilton
 - (4) Jordan Kirven
 - b) Non-teaching Employees
 - (1) Riley Davis (2024-2025)

- (2) Susan Edurese, 2-yr. contract (2024-2026)
- (3) Charlie Reis

c) Administrators

- (1) Richard Sullivan, WHS Asst. Principal

d) Supplemental Contracts

- (1) Dillon Angle, Reserve Boys Tennis Coach
- (2) Jason Ball, Boys Asst. Tennis Coach (Volunteer)
- (3) Chris Beery, Indoor Track (Volunteer)
- (4) Chris Beery, Varsity Boys Track Coach
- (5) Laura Boyert, RTI Member, Gr. 7-12
- (6) Camdyn Brady, Varsity Girls Lacrosse Coach
- (7) John Burton, Indoor Track (Volunteer)
- (8) John Burton, Varsity Girls Track Coach
- (9) Megan Dean, Indoor Track (Volunteer)
- (10) Megan Dean, Varsity Girls Asst. Track Coach
- (11) Amanda Gailey, Indoor Track (Volunteer)
- (12) Stacey Hornfeck, Reserve Girls Lacrosse Coach
- (13) Zach Humrichouser, Indoor Track (Volunteer)
- (14) Zach Humrichouser, Varsity Girls Asst. Track Coach
- (15) John Hutchinson, Varsity Boys Tennis Coach
- (16) Cara Johnson, Boys Asst. Tennis Coach (Volunteer)
- (17) Robert Kellner, Indoor Track (Volunteer)
- (18) Ava Knight, Indoor Track (Volunteer)
- (19) Shannon Korzunowski, RTI Member, Gr. 7-12
- (20) Jennifer Manos, RTI Chair, Gr. 7-12
- (21) Abbey Martin, RTI Member, Gr. 7-12
- (22) Matt McConnell, Indoor Track (Volunteer)
- (23) Matt McConnell, Varsity Boys Asst. Track Coach
- (24) Kade Miros, Musical Theatre Camp
- (25) Sean Neely, Indoor Track (Volunteer)
- (26) Sean Neely, Varsity Boys Asst. Track Coach
- (27) Kristy Nichol, Boys Asst. Tennis Coach (Volunteer)
- (28) Matt Pavlak, Indoor Track (Volunteer)
- (29) Matt Pavlak, Varsity Boys Asst. Track Coach
- (30) Greg Pickard, Varsity Baseball Coach
- (31) Amanda Reid, Career-Technical Club Advisor (2023-2024)
- (32) Aaron Rose, Reserve Boys Tennis Coach
- (33) Caren Schrubbs, RTI Member, Gr. 7-12
- (34) Jeff Shenker, Varsity Baseball Asst. Coach
- (35) Kyle Snyder, Indoor Track (Volunteer)
- (36) Kyle Snyder, Boys & Girls Varsity Asst. Track Coach

- (37) Justin Todd, Weight Room Supervisor (Spring 2025)
- (38) Justin Todd, Weight Room Supervisor (Summer 2025)
- (39) Steve Webb, Reserve Baseball Coach
- (40) David Zsoldos, RTI Member, Gr. 7-12

B. Action Consent Items

1. Recommendation to add Tyler Survoy to the list of 2024 graduates, having met all state and local requirements.
2. Recommendation to accept the following donations:
 - a) \$470 donation from Spunkmeyer's
 - b) \$540 from Wadsworth All Sports Boosters
3. Recommendation to approve the 2026-2027 school year calendar
4. Recommendation to approve a second reading and adoption of revised Board of Education Policy 5223, Released Time for Religious Instruction
5. Recommendation to approve the proposed class fees for the 2024-2025 school year
6. Recommendation to set the breakfast and lunch prices for students for the 2024-2025 school year as follows:

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
7. Recommendation to set adult breakfast and lunch prices for the 2024-2025 school year as follows:
 - a) Breakfast: \$2.10
 - b) Lunch: \$4.55
8. Recommendation to approve the Memo 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 2024-2025 school year
9. Recommendation to approve the Evolve Academy Agreement between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2024-2025 school year

10. Recommendation to approve the Evolve Academy Agreement Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2024-2025 school year
11. 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
12. Recommendation to approve the following memorandums of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education:
 - a) Kindergarten teacher beginning of the 2024-2025 school year schedule;
 - b) Carpentry teacher compensation for work completed outside of the work year
13. Recommendation to approve the Memorandum of Understanding for ADAMH Board Participation in the Wadsworth City School District Drug Testing Program for the period of July 1, 2024 through June 30, 2025
14. Recommendation to approve the Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 ORC between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2024-2025 school year
15. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Cross Thread Solutions LLC and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025
16. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for STRS/SERS Covered Services between Cynthia Shevel and the Wadsworth City School District Board of Education for the period of August 1, 2024 through June 30, 2025
17. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Dentist Agreement and Waiver of Liability and Release Form between Dr. Alex McIlvaine and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025
18. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Dr. Jeffrey Burkey and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025

19. Recommendation to approve an overnight trip for Show Choir participants to Heidelberg University from July 7 through July 13, 2024
20. Recommendation to approve the Articulation Agreement between the University of Northwestern Ohio and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2029
21. Recommendation to approve the Articulation Agreement between Matrix Trade Institute and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2029
22. Recommendation to approve the Sing Me a Story Commission Agreement between the Sing Me a Story Foundation and the Wadsworth City School District Board of Education
23. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Dr. Michael Boyer and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025
24. Recommendation to determine the following students are impractical to transport for the 2024-2025 school year:
 - a) Trent Gornowicz, to Total Education Solutions
 - b) Ray Koeberle, to Archbishop Hoban High School
25. Recommendation to approve the revised Four Cities Compact Salary Exempt Employee Benefit Provisions Manual

VIII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to approve the FY 24 Advance and Transfers Report
2. Recommendation to make amendments to the FY 24 certificate of revenue
3. Recommendation to adopt final FY 24 appropriations
4. Recommendation to approve the initial FY 25 certificate of revenue
5. Recommendation to adopt temporary FY 25 appropriations

IX. Board Member Items

A. Ratification of Resignations

1. Valerie Dannemiller, Non-teaching Employee, retirement, eff. 6/1/2024
2. Matt McConnell, 7th Grade Boys Basketball Coach
3. Matthew Milano, Certified Teacher, eff. 8/19/2024

4. Mia O'Connor, Non-teaching Employee, retirement, eff. 7/1/2024
5. Sarah Roe, Non-teaching Employee, eff. 6/13/2024

X. Executive Session

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

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

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

XI. 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
July 1, 2024**

Agenda Detail Sheet

VII. Administrative Items

A. Personnel Consent Items

1. Employments

a) Certified Staff

- (1) Cole Edgell:** Mr. Edgell is being recommended to fill the high school intervention specialist position that was left open when Ms. Allison Romano moved to the high school assistant principal position.
- (2) Grace Donnelly:** Ms. Donnelly is being recommended to fill the intervention specialist teaching position at Central Intermediate School that was left open with the retirement of Ms. Kim Leonard. (Ms. Leonard's retirement is effective November 1, 2024, but Ms. Donnelly will start at the beginning of the 2024-2025 school year.)
- (3) Elyssa Hilton:** Ms. Hilton is being recommended to fill the tutor position at Central Intermediate School that was left open by the resignation of Ms. Libbi Davis.
- (4) Jordan Kirven:** Ms. Kirven is being recommended to fill the part-time teacher position at Valley View Elementary School that was left open when Ms. Maria Sibbio moved to another teaching position in the district.

b) Non-teaching Employees

- (1) Riley Davis:** Mr. Davis is being recommended to fill the Technology Support Specialist position that was left open by the retirement of Mr. David Kilinger.

c) Administrators:

- (1) Richard Sullivan:** Mr. Sullivan is being recommended to fill the high school assistant principal position that was left open by the resignation of Mr. Chris Sieber.

B. Action Consent Items

- 4. Policy 5223 (Released Time for Religious Instruction):** The revised Board of Education Policy 5223 being recommended for a second reading and adoption incorporates the changes discussed at the May 13, 2024 Board of Education meeting.
- 5. Class Fees for the 2024-2025 School Year:** The proposed class fees, which are the same as the 2023-2024 school year, being recommended for approval are as follows:

K-12: \$30/student

WHS Fees: Intro to Art, Art 2D1 and Art 2Ds: \$15/student
Art 3D1 and Art 3Ds: \$30/student
Advanced Art and AP Art: \$40/student
Basic Electricity: \$20/student
Choir: \$25/student
Foundations of Technology: \$20/student
Music Appreciation/Theory: \$20/student
National Honor Society: \$10/student
Nutrition and Wellness: \$15/student
Parking Pass: \$30
Practical Living: \$15/student
Senior Fee: \$30/student
Science Classes: \$10/student
Woods 1: \$40/student
Woods 2: \$60/student
Woods 3: \$60/student

- 8. Memorandum of Understanding (Students Placed in the Medina County Juvenile Detention Center):** 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 2024-2025 school year being recommended for approval details the responsibilities of both parties for students placed into the Medina County Juvenile Detention Center.
- 9. & 10. Evolve Academy Agreement & Addendum:** The Evolve Academy Agreement and Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2024-2025 school year being recommended for approval will continue to allow students to attend Evolve Academy if the student's individual education program (IEP) requires the said placement.
- 11. WESPA MOU:** The memorandum of understanding between the Wadsworth Education Support Personnel Association OEA/NEA (WESPA) and the Wadsworth City School District Board of Education being recommended for approval details the payment made to certain WESPA members who serve as a substitute teacher while performing their regular duties.

12. **WEA MOUs:** The memorandums of understanding between the Wadsworth Education Association (WEA) and the Wadsworth City School District Board of Education being recommended for approval detail the work schedule for kindergarten teachers at the beginning of the school year and the payment to the Four Cities Compact Carpentry Program teacher for work performed outside of the work year.
13. **ADAMH Board MOU:** The memorandum of understanding for ADAMH Board Participation in the Wadsworth City School District Drug Testing Program for the period of July 1, 2024 through June 30, 2025 being recommended for approval will allow the ADAMH Board to continue to assist with funding our random alcohol, drug, and nicotine testing program for students in grades 7-12, per Board of Education policy [5512.01, Random Alcohol, Drug, and Nicotine Testing of Wadsworth City School District Students](#).
14. **Agreement for Admission of Tuition Pupils:** The Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 ORC between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2024-2025 school year being recommended for approval will allow students who require visual impairment services to receive the said services through the Educational Service Center of Northeast Ohio.
15. **Cross Thread Solutions LLC Independent Contractor Agreement:** The Independent Contractor Agreement for Non-STRS/SERS Covered Services between Cross Thread Solutions LLC and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025 being recommended for approval will allow our school district to continue to use Cross Threads Solutions, LLC for interpreting services to benefit students and parent/guardian(s) to ensure clear communication based on English Learner or hearing impairment needs.
16. **Independent Contractor Agreement (C. Shevel):** The Independent Contractor Agreement for STRS/SERS Covered Services between Cynthia Shevel and the Wadsworth City School District Board of Education for the period of August 1, 2024 through June 30, 2025 being recommended for approval will allow Ms. Shevel to continue to work with students who require her services, per their individual education program (IEP).
20. **University of Northwestern Ohio Articulation Agreement:** The Articulation Agreement between the University of Northwestern Ohio and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2029 being recommended for approval details the responsibilities for each party relating to students receiving credit for courses taken in our Four Cities Compact Automotive Technologies Program.
21. **Matrix Trade Institute Articulation Agreement:** The Articulation Agreement between Matrix Trade Institute and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2029 being recommended for approval details the responsibilities for each party relating to students receiving credit for courses taken in our Four Cities Compact Automotive Technologies Program.
22. **Sing Me a Story Commission Agreement:** The Sing Me a Story Commission Agreement between the Sing Me a Story Foundation and the Wadsworth City School

District Board of Education being recommended for approval will allow our high school choir to perform the Sing Me a Story Composition on February 25, 2025.

25. Revised Four Cities Compact Salary Exempt Employee Benefit Provisions

Manual: The Four Cities Compact Salary Exempt Employee Benefit Provisions Manual revision will increase the workday schedule of the Job Training Compact Counselor position by five (5) days, from 194 days to 199 days, effective with the 2024-2025 school year.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 10, 2024

The Wadsworth City Board of Education met in Regular Session on Monday, June 10, 2024, at 7:00 P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, Stevens, Beck, McComas
Absent	
Administrators	3
Staff	4
Visitors	2

24-06-67 APPROVAL OF BOARD MINUTES

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

Regular Meeting May 13, 2024

VOTE: Yea - Gordon, Stevens, Beck, McComas, Batey
 Nay - None

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Set Special Board of Education Meeting on July 1, 2024 at 5:00 p.m. at the Charles R. Parsons Administration Building, 524 Broad Street.
- B. Set Records Commission Meeting on July 1, 2024 at 4:45 p.m. at the Charles R. Parsons Administration Building, 524 Broad Street.
- C. Carpentry House Auction on July 23, 2024 at 6:29 p.m. at 405 Thorn Way, Doylestown.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

- 24-06-68** Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Personnel Consent Items from the June 10, 2024, Regular Meeting, as presented:

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 10, 2024

A. PERSONNEL CONSENT ITEMS

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education with a license effective date of July 1, 2024, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the Board.)

a) Administrators

Haley Duerr	Middle School Asst. Principal	(eff. 08/01/24)
Allison Romano	High School Asst. Principal	(eff. 08/01/24)

b) Certified Staff

Ashlynn Gervase
Douglas Miller
Brooke Wightman
Rachel Cook

c) Non-Teaching Employees

Larry (Charlie) Ries
Susan Edurese

d) Classified Substitutes

Matthew Moore
Robert Patrick

e) Athletic Event Workers

OHSAA Division I Girls' Lacrosse Regional Qualifier vs. Westerville North (5/17/2024 at Art Wright Stadium):

Larry Ries	Tournament Site Manager	\$100
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OHSAA Division I Boys' Lacrosse Regional Qualifier vs. Green (5/20/2024 at Art Wright Stadium):

Maria Daull	Tournament Site Manager	\$100
Larry Ries	Asst. Site Manager	\$ 75

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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Date: June 10, 2024

f) Supplemental Contracts

Shane Adams	Band Camp Instructor
Pete Alexander	Career Technical Dept. Head Career-Technical Club Advisor (2023-2024)
Aaron Austin	Coding Camp Instructor STEM Camp Instructor
Halle Baker	Bus Ramp Duty
Jen Ballinger	RTI Member, WHS
Meghan Barker	Elementary Student Council Elementary Bus Ramp
Christian Baughman	9th Grade Wrestling Coach
Cindy Beeman	STEM Camp Instructor Coding Camp Instructor
Mallory Bergstresser	Gr. K-6 RTI Chair
Stephanie Bever	CIS Science Dept. Head (50%)
Ashley Bonenfant	Extended Service (up to 18 hrs.)
Laura Boyert	WMS Special Education Dept. Head
Anthony Boytim	Chess Club Advisor
Camdyn Brady	Asst. Coach, Wads. Grizzlies Youth Girls' Lacrosse Camp
Amy Broadhurst	Gr. 12 Class Advisor
Jill Carpenter	Science/STEM Club Advisor (50%) Elementary Student Council (50%) Chess Club
Amy Casey	Bus Ramp Duty STEM Camp Instructor
Rebekah Chaney	ESY Services
Patti Chrisman	Gr. K-6 RTI Member
Amy Clark	WMS Science Dept. Head
Tricia Claypool	Coding Camp Instructor
Johanna Corbin	CIS Special Education Dept. Head (50%) Gr. K-6 RTI Member
Jessica Courson	Flag Corps (Winter)
Sarah Crowley	RTI Member
Pam Csaky	Drama Dept. Chair Theater Tech Coordinator Co-Director, WHS Play
Katherine Dannemiller	National Forensic Asst. Coach, Debate
Lucas Daull	Asst. Coach, Youth Boys' Lacrosse Camp (Vol.)

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WADSWORTH CITY BOARD OF EDUCATION

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Date: June 10, 2024

Kalyn Davis	STEM Camp Instructor Student Council Asst. Encore Dept. Head Vocal Music Director
Shannon DeDomenic	ESY Services 8th Grade Volleyball Coach
Dave Derrig	High School Art Club
Carly DiPaolo	RTI Chair, WHS Extended Service (up to 87 hrs.)
Jay Edurese	Asst. Coach, Youth Boys' Lacrosse Camp (Vol.)
Abby Elliott	Special Education Dept. Head
Jessica Ely	Crossing Guard Supervisor
Susan Everhart	Business Dept. Head
Nikki Farson	Gr. 9 Class Advisor Extended Service (up to 87 hrs.)
Krystal Flory	RTI Member, WHS
Scott Formhals	WMS Band Asst. Band Director
Laurie Freund	Extended Service (up to 87 hrs.)
Vicki Fugate	Coding Camp Instructor STEM Camp Instructor Science/STEM Club Advisor (50%) RTI Member, Elementary
Jessica Gabor	Elementary RTI Chair
David Gailey	National Forensic Asst. Coach, All Events
Taylor Gardner	ESY Services
Cheryl Gerberich	Bear Cub Teacher
Aliza Gill	Coding Camp Instructor STEM Camp Instructor Gr. K-6 RTI Member
Kate Goodrich	WMS English Dept. Head (50%)
Louden Gordon	Varsity Wrestling Coach (eff. 05/16/24)
Vicki Griffin	ESY Services STEM Camp Instructor
Kendall Guthrie	Band Camp Instructor
Kim Haic	Bear Cub Teacher Coding Camp Instructor STEM Camp Instructor
Charles Hamilton	Student Council High School
Laura Harig	Annual English Dept. Head (50%)
Nick Hassinger	Director, Youth Boys' Lacrosse Camp (Vol.)

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WADSWORTH CITY BOARD OF EDUCATION

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Date: June 10, 2024

Matt Hastings	Band Camp Instructor Bus Ramp Duty CIS Band Director O.J. Work Auditorium Manager
Eric Heffinger	WHS Newspaper
Sue Heideman	CIS Student Council (50%)
Dana Hire	Band Director
Stacey Hornfeck	Director, Wadsworth Grizzlies Youth Girls' Lacrosse Camp
Michael Horvat	Carpentry General Contractor Coordinator Additional work hours (not to exceed 50 hrs.)
Matt Hulme	Varsity Asst. Wrestling Coach
Zach Humrichouser	Intramurals, WHS
Jason Joy	Asst. Wrestling Coach (Vol.)
Jason Jurey	Science Dept. Head
Larry Kaufman	Asst. Wrestling Coach (Vol.) RTI Member, WHS
Andrea Kline	Foreign Language Dept. Head
Jason Knapp	Gr. 11 Asst. Class Advisor
Dylan Kubilus	Band Camp Instructor
Sandra Kurt	Math Dept. Head
Kelly Laib	RTI Member Coding Camp Instructor STEM Camp Instructor
Brittany Laino	Extended Service (up to 60 hrs.)
Debbie Lake	Co-Director, WHS Play Co-Director, WHS Play
Beth Lawrence	WMS Math Dept. Head
Mike Lee	Intramurals, WHS
Brian Lenox	STEM Camp Instructor Coding Camp Instructor
Kim Leonard	CIS Special Education Dept. Head (50%)
Mary Linn	Gr. K-6 RTI Member ESY Services Elementary Student Council Coding Camp Instructor STEM Camp Instructor
Vanessa Lloyd	Flag Corps (Fall)
Ryun Louie	Percussion Studies Coordinator Percussion Artist in Residence Elementary Percussion Instructor
Joy Love	Chess Club Advisor STEM Camp Instructor Coding Camp Instructor

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Rob Lynn	Gr. 11 Class Advisor RTI Member, WHS Intramurals, WHS
Alex Mangano	Varsity Asst. Gymnastics Coach
Jennifer Manos	K-8 School Counselors Dept. Head Extended Service (up to 55.25 hrs.)
Jeff Marini	Coding Camp Coordinator
Hannah Mashek	ESY Services
Cyndi McClintock	Band Camp Instructor
Matt McConnell	Varsity Boys' Cross Country Asst. Coach
Bree McNeill	Gr. 10 Class Advisor
Matt Milano	Asst. Coach, Youth Boys' Lacrosse Camp (Vol.)
Lindsey Miller	STEM Camp Instructor Coding Camp Instructor
Brian Morrison	Bus Ramp Duty
Sandi Mueller	CIS English Dept. Head (50%)
Amy Muhl	CIS Student Council (50%) CIS Choir Director
Joe Muhl	Band Camp Instructor
Kelly Murphy	Varsity Gymnastics Coach
Laura Nagy	Response to Intervention Chair (Gr. K-6)
Meagan Neumann	Extended Service (up to 60 hrs.)
Zachary Ockunzzi	STEM Camp Instructor Gr. K-6 RTI Member
Janee Oktela	Bus Ramp Duty
Kelly Osterhouse	Response to Intervention Member (Gr. K-6)
Emily Osting	ESY Services
Lisa Owens	Science STEM Club Advisor
Lindsay Patterson	Co-Director, Middle School Play Co-Director, WHS Play Co-Director, WHS Play
Tallie Paz	Extended Service (up to 60 hrs.)
Abbey Pecnik	Coding Camp Instructor
Deb Pegrin	STEM Camp Instructor Coding Camp Instructor
Brianne Pernod	Co-Director, WHS Play
Collin Peters	Asst. Coach, Youth Boys' Lacrosse Camp (Vol.)
Samantha Quallich	WMS Choir
Adam Quinn	Band Camp Instructor (Vol.)
Kelly Rapp	Extended Service (up to 99 hrs.)
Emily Reagan	ESY Services
Autumn Reeves	Coding Camp Instructor

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Chris Roberts	STEM Camp Administrator
Lindsay Rohrbach	Extended Service (up to 18 hrs.)
Anne Rosenberger	National Honor Society (50%)
Lauren Ross	Guidance Dept. Head
	Extended Service (up to 111 hrs.)
Laurie Ryder	Extended Service (up to 60 hrs.)
Melissa Sapara	Bus Ramp Duty
Shannon Schmitt	CIS Social Studies Dept. Head (50%)
	Gr. K-6 RTI Member
Mark Schoonover	Gr. 12 Asst. Class Advisor
Caren Schrubb	WMS Social Studies Dept. Head
Phil Seenes	Crossing Guard Supervisor
David Selzer	Band Camp Instructor
Joe Shalala	STEM Camp Instructor
	Coding Camp Instructor
Justine Sheehan	Bus Ramp Duty
Jeff Shenker	CIS Social Studies Dept. Head (50%)
Stefanie Shepperd	Elementary RTI Member
Matt Shiarla	High School Art Club
Kip Shipley	Asst. Wrestling Coach (Vol.)
Amanda Simmons	STEM Camp Instructor
Nate Singleton	National Honor Society (50%)
Mike Sladky	WHS Health Instructor (Summer School)
	(eff. 06/06/24)
	Health/PE Dept. Head
Lisa Smith	English Dept. Head (50%)
Joanna Snitil	RTI Chair
Joe Snyder	WMS English Dept. Head (50%)
	Coding Camp Instructor
	STEM Camp Instructor
Amanda Spaetzel	ESY Services
Brent Steiner	Reserve Wrestling Coach
Megan Steinkerchner	ESY Services
Greg Stoner	CIS Science Dept. Head (50%)
Sara Storm	Coding Camp Instructor
	CIS Math Dept. Head (50%)
Paul Taylor	Media Communications Event Coordinator
Eric Tilson	International Club (Vol.)
Justin Todd	Extended Service (up to 140 hrs.)
Wendy Turocy	ESY Services
Katie Veal	Gr. K-6 RTI Member
Brenna Walker	ESY Services
	Home Instructor

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WADSWORTH CITY BOARD OF EDUCATION

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Date: June 10, 2024

Lisa Wallen	WMS Encore Dept. Head
Anna Warren	Elementary Student Council (50%)
Bryce Weber	CIS Math Dept. Head (50%)
	Chess Club
Carly Willis	Extended Service (up to 60 hrs.)
	Gr. K-6 RTI Member
Katie Wilson	ESY Services
Chad Wolf	STEM Camp Coordinator
Katherine Wolf	Gr. K-6 RTI Member
	Student Council Elementary
Megan Wolf	CIS English Dept. Head (50%)
John Yaggi	RTI Member, WHS
	Social Studies Dept. Head
Hope Zakany	ESY Services
	Coding Camp Instructor
David Zsoldos	Extended Service (up to 42.5 hrs.)
Sam Zulia	National Forensic Head Coach
Ali Zwisler	ESY Services

2. Recommendation to approve unpaid leave for Chari Turski on May 16, 2024.
3. Recommendation to pay Ashley Ruedisueli her hourly rate for preschool screening work completed outside of her 2023-2024 work year and prior to the start of her 2024-2025 work year.
4. Recommendation to employ Jill Peterson as a payroll supervisor consultant on an as-needed basis at a rate of \$50/hour.
5. Recommendation to approve the following teachers to be paid on an as-needed basis at BA-01 of the Negotiated Agreement between the Wadsworth Education Association and the Wadsworth City School District Board of Education for work completed outside of their 2023-2024 work year and prior to the start of the 2024-2025 work year to evaluate preschool students:
 - a) Ever Daw-Powers
 - b) Heather LaMar
 - c) Hannah Myers

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 10, 2024

24-06-69 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Beck**, to adopt the Action Consent Items B from the June 10, 2024, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:
 - a) Wadsworth Band Boosters \$5,000
 - b) Wadsworth Drama Boosters \$4,500
 - c) Kimmel Heating & Air Conditioning, LLC \$ 500
2. Recommendation to award the Winifred B. Young Scholarship in the amount of \$1,000 to Sean Martinez.
3. Recommendation to determine the following student is impractical to transport for the 2024-2025 school year:
 - a) Lydia Young Medina Christian Academy
4. Recommendation to approve a second reading and adoption of the following revised Board of Education policies:
 - a) 2260 Nondiscrimination and Access to Equal Educational Opportunity
 - b) 2260.01 Section 504/ADA Prohibition Against Discrimination Based on Disability
 - c) 5517 Anti-Harassment
 - d) 7440.03 Small Unmanned Aircraft Systems (Drones)
5. Recommendation to approve the following student handbooks for the 2024-2025 school year:
 - a) Preschool
 - b) Elementary
 - c) Grizzly Academy
 - d) Intermediate School
 - e) Middle School
 - f) High School
6. Recommendation to approve a first reading of revised Board of Education Policy 5223, Released Time for Religious Instruction.
7. Recommendation to approve the final class of 2024 graduation roster.

RECORD OF PROCEEDINGS

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8. Recommendation to approve the following reduction in student instruction hours for the 2023-2024 school year:

School	Grade(s)	Reduced Hours
Lincoln Elementary	K-4	5.92
Central Intermediate	5-6	6.00

9. Recommendation to approve the Production Contract and Addendum for the MTI Production Contract between MTI and the Wadsworth City School District Board of Education. **(ATTACHED)**
10. Recommendation to approve the Consulting, License, and Training Agreement between MindWise Innovations and the Wadsworth City School District Board of Education. **(ATTACHED)**
11. Recommendation to approve the OHSAAs Tournament Agreement Regional Lacrosse Facility Rental Agreement between the Ohio High School Athletic Association (OHSAAs) and the Wadsworth City School District Board of Education. **(ATTACHED)**
12. Recommendation to approve the Contract between Williams on the Lake and the Wadsworth City School District Board of Education. **(ATTACHED)**
13. Recommendation to approve the Agreement between the Medina County Board of Developmental Disabilities and the Wadsworth City School District Board of Education for the period of August 22, 2024 through May 29, 2025. **(ATTACHED)**
14. Recommendation to approve the following Resolution to Permanently Expand Employment of Substitute Teachers beginning in the 2024-2025 school year:

Pursuant to the 135th Ohio General Assembly's House Bill 33, the Wadsworth City School District Board of Education authorizes the employment of substitute teachers, as needed, who do not hold a post-secondary degree, as otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3301.071, 3319.226, 3319.30, and 3319.36, Ohio Administrative Code Section 3301-23-44, and/or Board Policy, provided that all other applicable requirements and procedures, including but not limited to successful completion of a criminal background check, successful completion of pre-employment drug test, and evidence of a substitute teaching license issued by the Ohio State Board of Education, have been satisfied.

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15. Recommendation to approve the revised 2024-2025 school year calendar.
16. Recommendation to approve the purchase Risk Management Insurance through the SeibertKeck Agency for the period of July 1, 2024 through June 30, 2025.
17. Recommendation to approve the Ruff Neon Signs & Lighting Maintenance, Inc. Terms. (ATTACHED)
18. Recommendation to approve the Taylor Consulting Group Roof Evaluation Proposal. (ATTACHED)
19. Recommendation to approve the Memorandum of Understanding between the Tri-County Educational Service Center and the Wadsworth City School District Board of Education for the 2024-2025 school year. (ATTACHED)
20. Recommendation to approve the Field Experience & Student Teaching/Internship Agreement between Muskingum University and the Wadsworth City School District Board of Education for the period of August 1, 2024 through July 31, 2025. (ATTACHED)
21. Recommendation to approve the Liminex Products Terms, the Liminex Products Terms First Amendment, and the Liminex Products Privacy Policy for Product Users. (ATTACHED)
22. Recommendation to approve the Alternate School Food Authority (SFA) Agreement between Sacred Heart of Jesus School and the Wadsworth City School District Board of Education for the period of July 1, 2024 through June 30, 2025. (ATTACHED)
23. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education. (ATTACHED)
24. Recommendation to approve the Agreement between The Galaxy Restaurant & Banquet Center and the Wadsworth City School District Board of Education for May 10, 2025. (ATTACHED)

VOTE: Yea – Beck, McComas, Batey, Gordon, Stevens
Nay – None

Motion Carried,

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WADSWORTH CITY BOARD OF EDUCATION

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Date: June 10, 2024

24-06-70 Upon the recommendation of Assistant Superintendent Moore per Wadsworth City School District Board of Education Policy 3120, Employment of Professional Staff, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Action Consent Item C from the June 10, 2024, Regular Meeting, as presented:

C. ACTION CONSENT ITEM

1. Mike Schmeltzer, Jr. Girls' Basketball Coach (Vol.)

VOTE: Yea – McComas, Batey, Gordon, Stevens, Beck
Nay – None

Motion Carried,

ITEMS OF THE TREASURER

24-06-71 Upon the recommendation of Treasurer Beeman, the motion was made by **Gordon**, seconded by **Beck**, to adopt the Action Item of the Treasurer from the June 10, 2024, Regular Meeting, as presented:

A. ACTION ITEM

1. Recommendation to accept the tax budget for the Wadsworth Public Library as approved by the Library Board of Trustees.
2. Recommendation to authorize the Treasurer to sell at public auction the 2024 carpentry house located at 405 Thorn Way, Doylestown, on Tuesday, July 23, 2024, at 6:29 p.m. and to sign all documents related to the sale.
3. Authorize the following fund-to-fund transfers:

From	To	Amount	Description
001-7200-910	300-5100-900R	\$614.54	OHSAA Baseball Tickets
001-7200-910	300-5100-0000	\$2,182.90	Replace Athletics TV
001-7200-910	300-5100-9516	\$12,550.87	Football Maryland Trip
001-7200-910	200-5100-920H	\$1,810.00	National Honor Society
001-7200-910	200-5100-918T	\$1,650.02	Tri M Honor Society

4. Recommendation to accept the financial reports as presented and subject to audit.

VOTE: Yea – Batey, Gordon, Stevens, Beck, McComas
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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LEGISLATIVE UPDATE

GORDON: Committee Items:

SB 29	Education records and student data privacy
HB 445	School policies for release for religious instruction
HB 408	Public schools to provide meals and related services
HB 407	New reporting requirements for charter schools
HB 378	Permit homestead exemption for surviving spouses of service members

BOARD MEMBER ITEMS

24-06-72 The motion was made by **Gordon**, seconded by **Batey**, to adopt the Board Member Items Ratification of Resignations from the June 10, 2024, Regular Meeting, as presented:

A. Ratification of Resignations

1.	Haley Duerr	Certified Teacher	(eff. 08/01/24)
2.	Kim Leonard	Certified Teacher	(eff. 11/01/24)
3.	Michelle Longoria	Non-Teaching Employee	(eff. 06/14/24)
4.	Matthew Milano	Varsity Boys' Lacrosse Coach	
5.	Melissa Nagel	Non-Teaching Employee	(eff. 06/04/24)
6.	Shawn Oplinger	Non-Teaching Employee	(eff. 05/20/24)
7.	Allison Romano	Certified Teacher	(eff. 08/01/24)
8.	Alexis Weinland	Certified Teacher	(eff. 06/04/24)
9.	Kevin Williams	WHS Health Instructor Summer School	(eff. 06/06/24)

VOTE: Yea – Gordon, Stevens, Beck, McComas, Batey
Nay – None

Motion Carried,

JULIE

BATEY: Congratulated the new hires. Announced summer Feeding Medina County Program will start next week. Stated 53 families will receive 95 bags of food each week this summer.

AMANDA

GORDON: Welcomed staff in their new positions. Thanked everyone for their support to her family during the past difficult months. Noted the band is starting practice tomorrow for Blue Tip. Stated football had a 7-on-7 scrimmage last week.

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JILL

STEVENS: Congratulated the new hires. Thanked everyone involved in graduation. Noted all of the supplemental contracts on the agenda and thanked the staff involved in those activities. Congratulated the student athletes that recently competed in the State Track Meet.

TIM

BECK: Congratulated the new hires. Commented on graduation.

GARY

MCCOMAS: Congratulated the new hires. Commented on a successful graduation. Wished everyone a great summer.

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.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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E. ***Matters required to be kept confidential by Federal law or rules or State statutes.***

F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

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

EXECUTIVE SESSION

24-06-73 The motion was made by **McComas**, seconded by **Gordon**, to enter Executive Session at **7:18** p.m.

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at **9:08** p.m.

ADJOURNMENT

24-06-74 The motion was made by **Gordon**, seconded by **Batey**, to adjourn at **9:08** p.m.

VOTE: Yea – Beck, McComas, Batey, Gordon, Stevens
Nay – None

Motion Carried,

(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer

Cole Edgell



EXPERIENCE

Norton High School — *Intervention Specialist*

August 2021 - PRESENT

- ☐ Managing caseload
- ☐ Running and organizing IEP meetings
- ☐ Differentiating instruction
- ☐ Promoting positive behavior

Currently serving as the **Department Head of Special Education** in my district.

Committee's associated with this job;

- OTES Committee
- Psych Committee
- ELA Adoption Committee

Norton High School — *Varsity Baseball/ Football Coach*

February 2021 - February 2024

- ☐ Communication with players and parents
- ☐ Managing current roster
- ☐ Team structure and organization
- ☐ Management of students academic achievement

Early Intervention Consulting — *Applied Behavior Analysis Tutor*

March 2020 - PRESENT

- ☐ Implement behavior management plan
- ☐ Track data trends and work with BCBA to change plan as needed
- ☐ Teach and Assess Organization Strategies
- ☐ Promote Socialization

Self Employed/ Independent Contractor — *Referee/ Umpire*

June 2016 - PRESENT

- ☐ Deescalating situations
- ☐ Manage self schedule
- ☐ Attend and complete necessary training courses
- ☐ Attend and adhere to rules and regulations at sporting events

SKILLS

- ☐ Communication
- ☐ Differentiation
- ☐ Problem Solver
- ☐ Establishing Rapport
- ☐ Active Listener
- ☐ Leadership
- ☐ Collaboration

AWARDS/ HONORS

- ☐ NHS Rookie of the year 2022/2023
- ☐ Summit county all star teaching team 2023
- ☐ Department Head of Special Education

GNC, Wadsworth — *Retail Salesperson*

April 2019 - June 2021

- ☐ Retail Sales
- ☐ Managing inventory
- ☐ Negotiating
- ☐ Building Rapport with customers

Ace Hardware — *Warehouse Manager/ Sales*

October 2016 - March 2019

- ☐ Retail Sales
- ☐ Receive shipment
- ☐ Track and organize special order items
- ☐ Inventory and categorize

EDUCATION

University of Akron — *Bachelor of Science Intervention Specialist K-12 Mild/Moderate, Moderate/Intensive*

August 2016 - May 2020\

Norton High School — *High School Diploma*

August 2012 - May 2016

REFERENCES AVAILABLE UPON REQUEST

Grace Donnelly

PROFESSIONAL SUMMARY:

- I want to be an educator to create a meaningful and positive impact on kids. I want to be an educator to help kids enjoy learning and growing into themselves. I want to be an educator to provide a safe space for kids and a positive learning environment. I want to be an educator so that I can build and maintain positive relationships with students and colleagues. I have always enjoyed working with kids which has led me to have years of experience working with children in an educational setting. I have confidence in my leadership skills, personal development, and communication skills. I possess a strong work ethic, dependability, and a positive attitude both inside and outside of the classroom. Being a memorable educator has been my dream since my time in elementary school.

EDUCATION & LICENSURE:

Ashland University: Ashland, Ohio —*Anticipated May 2024*

- Bachelor of Science in Education
- Dual Licensure: Primary Grades Education PK-5 (Special Education and General Education)
- All OAEs successfully completed
- GPA: 3.9 | Deans List: 2020, 2021, 2022, 2023
- Academic Honor Award Junior Class: Primary Education PK-5 Duel

TEACHING EXPERIENCE

Student Teaching- Medina City | 2nd Grade & Interventions

January 2024-PRESENT

- Planning, running, maintaining, and managing a full classroom of students with 100% control

Summer School Teacher & Substitute- Cloverleaf Local Schools, Lodi, Ohio

June 2021- PRESENT

- Manage a classroom of students using educational techniques and skills
- Educate students using self-created lesson plans & provided lesson plans

Field Experience #3-Reagan Elementary | 2nd Grade

August 2023-December 2023

- Analyzed students with academic and behavioral goals
- Attended 504 Plan Meetings
- Taught 6 self-created lesson plans (Math, Science, Social Studies)

Field Experience #2- Shelby City | 4th Grade

January 2023-April 2023

- Studied the process of assessments and the assessment of students to show growth over time
- Taught 6 self-created lesson plans (ELA)

Field Experience #1- Lexington Elementary | Preschool

January 2022-April 2022

- Analyzed students with Sensory Processing Disorders
- Attended IEP Meetings
- Taught 4 self-created lesson plans (Math, Science, ELA)

RELEVANT EXPERIENCE

Home Health Care Aid- Private Home Health Care

November 2022-PRESENT

- Support and provide for an adult man with Autism and Epilepsy

Front Desk- Instructional Resource Center Ashland University

January 2023-December 2023

- Assist students with finding and using educational resources, technology and equipment

Child Care Professional-The Learning Garden

May 2022-August 2022

- Care for and provide uplifting education to children of various age groups during the summer

LEADERSHIP EXPERIENCE

- President, External Guard, Special Events Co-Chair, and VP of Academics | *Delta Zeta Sorority*
- General Member | *AU Aspiring Educators (OSEA)*
- General Member | *AU GIVS*
- General Member & Committee Co-Chair | *Campus Activities Board*
- General Member | *Alpha Lambda Delta*

Elyssa Hilton

EDUCATION:

Master of Education in Curriculum and Instruction

February 2024

American College of Education

- Overall GPA 4.0

Bachelor of Science, Middle-Level Education

December 2014

Licensure: Math and Science

The University of Akron, Akron, Ohio

- Overall GPA 3.9, Education 4.0
- Dean's List each semester, Spring 2010-Fall 2014

TEACHING EXPERIENCE:

Grade 8 ESSER Math Tutor

August 2021-Present

Barberton Middle School, Barberton, Ohio

- Assisted in math classrooms with instruction, classroom management, and students as needed
- Instructed small groups of students
- Substituted for teachers when needed
- Administers Ohio state assessments to small groups, and ran make-up sessions for OST and MAP tests
- Worked as an afterschool tutor at the Barberton Public Library 2021-2022 school year
- Volunteered with Girls on the Run 2021-2022 school year
- Created and ran Weekday Warriors Club 2022-2023 school year
- Served on Committees:
 - PBIS
 - BLT/DLT
 - Curriculum for selection of new math program
 - National Junior Honor Society Selection

Grade 5 through 8 Math and Science Teacher

August 2015-August

2021

Washington Park Community School, Newburgh Heights, Ohio

- Strategically planned differentiated lessons aligned to Common Core Standards to ensure all students were learning
- Helped promote a positive school culture through work on the PBIS committee
 - PBIS mentor
 - trained staff on how to use Class Dojo
 - monitored Class Dojo usage to update administration on the staff participation
 - Planned student recognition activities
- Recognized by the board for student growth in achievement tests
- Researched and selected a new math program for all classes to utilize, and assisted all teachers with the use of the selected program
- Integrated technology into classes via Google Classroom and a variety of assignments
- Instructed summer school through online sessions
- Facilitated hybrid classes with in-person as well as online students simultaneously
- Served on committees:
 - PBIS
 - BLT

- LPDC

Grade 6 and 8 Math Teacher

January 2015- April 2015

Coventry Middle School, Coventry Local School District, Akron, Ohio

- ☐ Planned developmentally appropriate lessons aligned to Common Core Standards including activities to encourage cooperative learning and to instruct students on required topics effectively
- ☐ Utilized a variety of teaching strategies to accommodate students' preferred learning styles; such as cooperative learning, peer tutoring, small group, direct instruction, indirect instruction and integrated with technology
- ☐ Utilized Progress Book to update student grades/records, communicate with parents, and provide feedback regarding assessed skills
- ☐ Attended staff meetings, team meetings, and parent-teacher conferences, and met with a counselor to discuss student progress and placement for the upcoming school year
- ☐ Assisted in the administration of PARCC testing

Grade 5 Math Student Teacher

August 2014-December 2014

Norton Middle School, Norton City School District, Norton, Ohio

- ☐ Planned developmentally appropriate lessons aligned to Common Core Standards including activities to encourage cooperative learning and to instruct students on required topics effectively
- ☐ Utilized a variety of teaching strategies to accommodate students' preferred learning styles; such as cooperative learning, peer tutoring, small group, direct instruction, indirect instruction and integrated with technology
- ☐ Co-taught with intervention specialists to meet the needs of students in an inclusion classroom
- ☐ Utilized Progress Book to update student grades/records, communicate with parents, and provide feedback regarding assessed skills
- ☐ Attended staff meetings, team meetings, parent-teacher conferences, IEP meetings, meeting with counselors to discuss student progress, open house, convocation day, and curriculum meetings

WORK EXPERIENCE:**Copley-Fairlawn City School District, Cheer Advisor/Coach**

2011-Fall

2015

- ☐ Choreographing and instruction of routines and cheers
- ☐ Supervision of cheerleaders at practice and games
- ☐ Coordinating schedules of practices
- ☐ Communication with cheerleaders and parents/guardians regarding schedules, fees, requirements
- ☐ Encouraged team building through coordination of activities including "cheer overs", parties, attendance of games not on the schedule
- ☐ Administrative tasks including collection of fees and required forms, distribution of uniforms, and supervision of tryouts

Shaw JCC of Akron, Camp Counselor

June-August 2014

- ☐ Supervised and interacted with campers to provide a positive day camp experience
- ☐ Coordinated and planned activities for week-long cheer camp encouraging active participation
- ☐ Communicated any concerns or issues with camp supervisors

VOLUNTEER EXPERIENCE:

Shaw Jewish Community Center of Akron, Akron, Ohio

Member Board of Directors

☐ Two terms June 2009-June 2015 & June 2018-Present

☐ *Recipient of Murray Glauberman Young Leadership Award*

June 2011

☐ Presenter at biennial national convention

May 2012

Copley-Fairlawn Youth Football

August 2007- November 2011

Cheer Coach

Temple Israel Akron, Ohio

August 2007-June 2011

Various Leadership positions including:

☐ Chairperson Religious Education Committee

☐ Vice-President of Programming, Corresponding Secretary Temple Sisterhood

PTA

August 2006-June 2011

Fort Island Primary and Copley Middle Schools

☐ PTA Council Delegate

August 2008-June 2009

☐ Co-Chair Membership Committee

August 2009-June 2010

JORDAN KIRVEN

ELEMENTARY EDUCATION

OBJECTIVE

To obtain a position as an early childhood educator where I have the opportunity to challenge and stimulate students' minds using a variety of student-led and evidence-based strategies that will enable students to reach their fullest potential in and out of the classroom.

EDUCATION

WALSH UNIVERSITY NORTH CANTON, OH

- Masters of Reading & Literacy
(March 2019-present)
- Reading Endorsement
(March 2019-August 2019)

KENT STATE UNIVERSITY KENT, OH

- Bachelor of Science in Early
Childhood Education
(August 2013-December 2018)

OHIO STATE UNIVERSITY COLUMBUS, OH

- Undergrad (Exploratory)
(August 2014-May 2015)

EXTRAS

UNDERGOING **DYSLEXIA TRAINING**
PATHWAY A

LETRS TRAINED

SEEKING 4th & 5th ENDORSEMENT

PROFESSIONAL EXPERIENCE

FIRST GRADE TEACHER, December 2021-present
Central Primary School | Bedford, OH |

TITLE ONE TEACHER, August 2021-December 2021
Glendale Primary School | Bedford, OH |

FIRST GRADE TEACHER, August 2020-June 2021
Glendale Primary School | Bedford, OH |

KINDERGARTEN TEACHER, August 2019-June 2020
Central Primary School | Bedford, OH |

RELATED EXPERIENCE

LONG-TERM SUBSTITUTE TEACHER (KDG)
Lake Local Schools | Uniontown, OH | April 2019-June 2019

SUBSTITUTE TEACHER (RENHILL)
Wadsworth City Schools, Revere Local Schools,
Green Local Schools, etc. | January 2019-June 2019

STUDENT TEACHER (FIRST GRADE)
Cuyahoga Falls School District | Cuyahoga Falls, OH | Fall 2018

STUDENT TEACHER (FIRST GRADE)
Akron Public Schools | Akron, OH | Spring 2018

REFERENCES

KAREN TAYLOR, PRINCIPAL

HEATHER BULONE, TEACHER

JEN METENYI, INTERVENTION SPECIALIST

Richard R. Sullivan

Professional Objective

"Students don't care how much you know until they know how much you care."

-John C. Maxwell-

Provide leadership qualities that place consistent focus on developing an excellent rapport with students, parents, and professional peers through industrious enthusiasm and collaboration, thus creating a positive, nurturing learning environment where all students can grow and succeed socially, mentally, emotionally, and academically. Enthusiastic about data-driven educational practices and developing the whole child.

Education and Credentials

Assistant Principal - Brown Middle School	August 2022-Present
O.D.E. - Teacher of the Year Nominee	2023
Cleveland.com / The Plain Dealer - Teacher of the Year Nominee	2022
M.S. Educational Leadership <i>Western Governors University</i> <i>Licensure: Principal Grades 5-12</i>	April, 2022
Social Studies Department Chair	2018-2022
Ravenna High School Teacher of the Year	2016
Ravenna High School Social Studies Teacher	2013-2022
B.A. AYA Integrated Social Studies; B.A. History	2012

Educational Leadership Experience

- (2024-Present) Member of leadership team on implementation of MTSS district-wide.
 - Co-Led building synthesis and analysis of behavior, attendance, and academic data to help guide the creation, implementation, and monitoring of interventions.
- (2024) Planned, communicated, and led our 8th graders on BMS' first Washington D.C. trip in over 30 years.
- (2023-Present) Brown Middle School PBIS Building Lead. Awarded bronze recognition in year 1 from the Ohio Department of Education.
- (2022) Led research-based professional development in PBIS basics with all RHS professional colleagues.
- (2021) Assisted in Master Schedule creation.
- (2020 - 2022) Collaborated with internal and external stakeholders to create a 9-12 honors program and curriculum for Social Studies - The "William R. Day Civics Institute."

- Worked with community partners for 2 years to create a senior year, semester-long internship program with civic offices like the Mayor's Office, the County Treasurer, the County Recorder, the local library, and the Portage MEtropolitan Housing Authority.
- Worked with 10 community business owners and the Ravenna Chamber of Commerce to create a student-led Historic Buildings Tour and interactive website.
- (2018-2019) Led collaborative efforts with the middle school social studies department to standardize our entire 6-12 curriculum.
 - Included unpacking all state standards, realigning our curriculum, and utilizing released test questions to realign our curriculum map for the year.
- (2018-2022) Led weekly TBTs and monthly department meetings.

Teaching Experience

9-12 Social Studies Teacher - Ravenna City School District – Ravenna, OH 8/2013 - 2022

- Taught 9th grade World History, 10th grade American History, 11th grade U.S. Government, and 12th grade Honors Ravenna Civics.
- Fully blended classroom where students are offered digital and traditional options of assignments; implemented interactive websites, augmented reality, and cell phone scavenger hunts into lessons.
- Restructured the U.S. Government and American History curriculum to better align with state standards and end of course exams.
- Participated in a department-wide statistics and data-driven assessment model. Pre- and post assessments were analyzed during and following every unit to track student progress and develop reinforcement and enrichment activities.

Substitute Teacher - Mayfield City Schools – Mayfield, OH 8/2012 – 6/2013

- On multiple occasions I was entrusted by full-time teachers to develop my own lesson plan in alignment with the state benchmarks and standards.
- Established a rapport with students, staff and faculty to the point that all core departments and the physical education department requested my services.

Additional Experience

- | | |
|--|-------------------------|
| - Organized All-School Carnival | 8/2023 |
| - Fall Sports Site Coordinator | 8/2015 - 10/2020 |
| - Year-round Strength and Conditioning Coach | 8/2017 - 5/2020 |
| - JV baseball coach | 2/2016 - 5/2017 |
| - Freshman baseball coach | 2/2015 - 1/2016 |
| - Directed the Drama Club production "It Was. . . The Butler!" | Spring, 2015 |

References

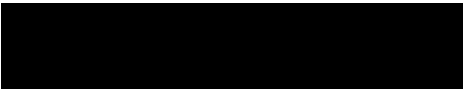
Mrs. Catrina Seeden-Burwell
Brown Middle School Principal

Brown Middle School
228 S. Scranton St.
Ravenna, OH 44266



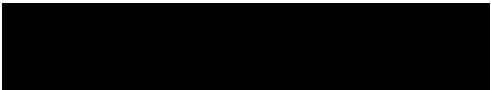
Mr. Ben Ribelin
Assistant Superintendent

Ravenna School District Board Office
534 Summit St.
Ravenna, OH 44266



Mrs. Beth Coleman
Coordinator of Student Services
Preschool Director
Former RHS Principal

Ravenna School District Board Office
534 Summit St.
Ravenna, OH 44266



Ms. Kelsey Schuenke
Brown Middle School Dean of Students

Brown Middle School
228 S. Scranton St.
Ravenna, OH 44266



WADSWORTH CITY SCHOOLS 2026-2027 CALENDAR

<table><tr><th colspan="7">AUGUST 2026</th></tr><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr><tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr><tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr><tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr><tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr><tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr></table>	AUGUST 2026							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						17-19 20	No School (Teacher Workdays) First Student Day Gr. 1-12
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Book	Policy Manual
Section	Ready for Production June 2024
Title	Copy of RELEASED TIME FOR RELIGIOUS INSTRUCTION
Code	po5223
Status	
Adopted	April 11, 2016

5223 - **RELEASED TIME FOR RELIGIOUS INSTRUCTION**

The Board of Education desires to cooperate with those parents who wish to provide for religious instruction for their children but also recognizes its responsibility to enforce the attendance requirements of the State.

Students may be provided "released time" from school to attend a course in religious instruction conducted by a private entity off District property, provided that the following requirements are met, such students will not be considered absent when the:

- A. student's parent or guardian gives consent in writing;
- B. sponsoring entity maintains attendance records and makes them available to the District;
- C. sponsoring entity provides and assumes liability for the student; and
- D. student assumes responsibility for any missed school work.

Transportation of students to and from Released Time instruction is the complete responsibility of the sponsoring entity, the parent, guardian, and/or student. The Board of Education, its members, and employees are immune from liability for any injuries arising from transportation to and from Released Time instruction. Further, no Board funds will be expended for, and no District personnel shall be involved in the provision of religious instruction.

Students shall not be excused from a core curriculum subject, **an encore curriculum subject, or intervention or enrichment services** ~~course~~ to attend Released Time instruction.

Staff members shall not promote or discourage participation in release time programs for any religious instructional program.

Nothing herein shall constitute an endorsement of religion or infringe upon an individual's First Amendment rights.

Attorney General's Opinion 88-001

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Medina City Schools
Recognizing Potential – Maximizing Achievement

To: Medina County Superintendents, Directors of Special Education, High School Principals/Assistant Principals, Middle School Principals/Assistant Principals

From: Kristine Quallich, Ph.D., Assistant Superintendent, Medina City Schools

RE: MEMO OF UNDERSTANDING REGARDING STUDENTS PLACED IN THE MEDINA COUNTY JUVENILE DETENTION CENTER

Date: 2024-2025 School Year

The Medina City Schools has assumed responsibility for providing educational services to students placed in the Medina County Juvenile Detention Center. We appreciate the level of cooperation shown by the school districts in assisting us to maintain continuity in the educational experiences of these young people during their time of detention. In the time that we have been in operation, there have been many questions, raised, many of which have been very helpful as we endeavor to continually improve the quality of the student's education experience and our level of collaboration with Medina's school districts.

As a means of further clarifying the procedures under which we operate, the following information is provided for your reference:

Placement into the Medina County Juvenile Detention Center

All decisions regarding placement into the Medina County Juvenile Detention Center (MCJDC) are made by the juvenile court judge and magistrates. Likewise, decisions regarding the timing of a student's departure from the MCJDC are made within the context of a court hearing. Educational personnel are generally unaware of the time served or a scheduled departure unless they are notified by the court.

Educational Services

At the current time, the Medina City Schools employs two full-time teachers and one part-time paraprofessional to provide educational services at the MCJDC. The youth participate in school each day from 8:30 a.m. to 2:30 p.m. with a break during the lunch period. The ultimate goal of the educational program offered within the MCJDC is to provide students with an opportunity to maintain their educational progress in accordance with enrolled course requirements in their home school district. This is accomplished by using materials and assignments provided by the home district.

Assignments and Instructional Materials

As students are placed into the facility, educational personnel will make contact with designated individuals from the home school. Our expectation is that books and assignments for all students, regardless of the length of stay at the MCJDC, will be forwarded to the center in a timely manner. Once again, we emphasize that school districts have demonstrated a significant level of concern and efficiency in supplying these materials to detention center personnel.

Completed Work/Grading

In discussions with the superintendents of the county school districts, the following arrangements have been made for completed work:

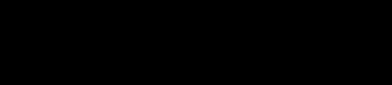
- All school-provided work is scanned and emailed back to the teacher or contact person of each school. If a teacher emailed the assignment, that teacher is emailed the completed work. If a contact person emailed the assignment, the completed work is sent back to the contact person. This is school preference.
- The school is notified if the student is running out of assignments.
- Any hard copies of assignments are given to the students so that they can have them to help prepare for exams or future tests.
- Any books or other materials that are sent to the detention center are sent back to the school, unless the school permits the student to take the materials home. The JDC does have most of the district material, so this is not something that happens often.
- Students who complete the JDC curriculum receive a transcript that is sent back to the home school.

Financial Obligations

Under provisions established in the Ohio Revised Code, the student's school district of residence is financially responsible for tuition during the student's time of detention. School districts are invoiced at a rate of \$95 per day for educational services at the MCJDC. At the end of the school year, each district in the county is billed for their percentage of time at the JDC minus payments already made. The student's residency is confirmed by the probation officer at the time of intake. By signing below, the district agrees to pay for all students listed as resident students at time of billing. No residency disputes will be accepted. Please contact Dr. Kristine Quallich with any questions or concerns.

We trust that this information clarifies some of the questions that have been raised. Please feel free to contact my office at 330-636-3090 if you have any further questions.

This Memorandum of Understanding constitutes an agreement between the two parties with respect to the placement of students into the MCJDC. By signing below, the district superintendent here-by acknowledges the district's responsibility pay the proportionate share (based on student attendance) of the operating cost of the program.



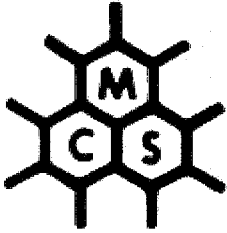
Dr. Kristine Quallich, Assistant Superintendent
Medina City Schools

Andrew Hill, Superintendent
Wadsworth City Schools

6-14-24

Date

Date



**Evolve Academy
of
Medina City School District
222 South Broadway Street
Medina, Ohio 44256**

P: 330-636-4213

F: 330-636-4230

To: Andrew Hill, Wadsworth City School
From: John Leatherman, Principal, Evolve Academy, Medina City School District
Re: Agreement for Students Placed in the Evolve Academy of Medina City School District for 2024-25 School Year
Date: June 14, 2024

Evolve Academy of Medina City School District appreciates the level of cooperation shown by the participating school districts through their continued support of this program by referring young people who are in need of the multi-layered services provided under the umbrella of Evolve Academy. This document will serve as the formal agreement between the specific school district named at the end of this document and the Medina City School District and indicates the agreement to the policies and procedures of student placement by both entities.

As a means of further clarifying the policies and/or procedures under which student placement will be made, the following information is provided for reference:

Placement into the Evolve Academy of Medina City School District

All referrals regarding placement into the Evolve Academy of Medina City School District are made to the Program Administrator. The Administrator will work with the sending school district to determine if placement is appropriate and if so, then schedule an intake meeting to begin the registration process and the update of the student's IEP.

Educational and Counseling Services

At the current time, the Medina City School District employs three full-time teachers to provide educational services at Evolve Academy. Evolve employs four full-time paraprofessionals and one full-time licensed therapist. Evolve Academy also has a fully licensed school psychologist on staff. The youth will participate in educational programming each day from 7:50 am to 2:05 pm, with a break during the day for lunch. Students will have the option of purchasing a lunch from the Medina City School District's school lunch program provided through Medina City Schools. Those students who qualify for free/reduced lunches will be able to complete paperwork to continue to qualify for that option.

Financial Obligations

Under provisions established in the Ohio Revised Code, the student's school district of residence will be financially responsible for tuition. In order to continue to provide excellent academic and counseling services, the Medina City School District, hereby enters into an agreement with the school district named below for the payment of tuition currently equal to \$4,500.00 per month per full-time student. This rate can be adjusted annually to reflect the increase/decrease in operational expenses for the program. In addition to this contract, a signed contract addendum, indicating specific students' names, will be required in order to complete the process of student placement in the program.

This agreement has been entered into by:

Superintendent Designee, Medina City School District

Date

Superintendent Designee, Wadsworth City School

Date



Evolve Academy
of
Medina City School District
222 South Broadway Street
Medina, Ohio 44256

P: 330-636-4213

F: 330-636-4215

CONTRACT ADDENDUM
(Agreement for Admission of Specific Tuition Student
to Evolve Academy of Medina City School District)

District of Attendance

The Medina City School District Board of Education (District of Attendance) hereby enters into a contract for admission of the student(s) listed below with the Wadsworth City School Board of Education (District of Residence) for educational purposes for the 2024/2025 school year.

Wadsworth City School Board of Education (District of Residence) hereby agrees to pay the Medina City Schools' Board of Education (District of Attendance) an amount equal to \$4,500.00 per month per full-time student listed below.

The Medina City Schools' Board of Education (District of Attendance) acknowledges that the student(s) listed below are not to be included in their ADM certification, but will be claimed in the ADM of the District of Residence. The Medina City School District does hereby accept the student(s) listed below into Evolve Academy on the terms and conditions listed in the Evolve Academy Agreement and this Addendum to that agreement.

Name of Student

Birthday

1. See Attached List

DISTRICT OF SERVICE

Medina City Schools Superintendent/Designee Signature Date

Medina City Schools Treasurer/Designee Signature Date

DISTRICT OF RESIDENCE

Wadsworth City School Superintendent/Designee Signature Date

Wadsworth City School Treasurer/Designee Signature Date

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 20th day of June 2024, pursuant to Article VI, Pay Procedure, and Appendix B, Wage Rate Schedules, of the *Collective Bargaining 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 Educational Support Personnel Association OEA/NEA (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 support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District").

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

1. As previously noted in memorandums of understanding entered into between the Association and the Board (January 7, 2022 and June 30, 2022), the Board recognizes that due to the shortage of substitute teachers, some classifications of Association members (aides, special education aides, special education attendants, RBT aides, and RBT attendants) are being asked to supervise a classroom of students due to the lack of a substitute teacher. While the supervision of students falls within the job description of the said Association members, and while the said Association members are under the supervision and direction of a teacher (as defined in Ohio Revised Code 3319.09) per Ohio Revised Code 3319.088, the frequency with which this type of scenario is occurring is increasing. It is also recognized that the solution implemented as a result of the said memorandums of understanding have helped the Board address the substitute teacher shortage.

As a result, the Board approved the following resolution at their June 10, 2024 meeting:

"Recommendation to approve the following resolution to Permanently Expand Employment of Substitute Teachers beginning in the 2024-2025 school year:

Pursuant to the 135th Ohio General Assembly's House Bill 33, the Wadsworth City School District Board of Education authorizes the employment of substitute teachers, as needed, who do not hold a post-secondary degree, as otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3301.071, 3319.226, 3319.30, and 3319.36, Ohio Administrative Code Section 3301-23-44, and/or Board Policy, provided that all other applicable requirements and procedures, including but not limited to successful completion of a criminal background check, successful completion of pre-employment drug test, and evidence of a substitute teaching license issued by the Ohio State Board of Education, have been satisfied."

Association members listed in the classifications stated above who apply for and receive from the State Board of Education a temporary, non-bachelor's degree substitute teacher license, will be reimbursed by the Board for the cost of the said substitute teacher license when an Association Member submits the receipt of payment to the member's supervisor.

The Board will pay an Association member who has a substitute teaching license and who fills in as a substitute teacher during the Association member's regular work hours an additional (in addition to the member's regular hourly pay) five dollars (\$5.00) per hour for the period of time the Association member is filling in as the substitute teacher.

The Association member will need to note when the member is performing the duties as outlined in this MOU on the member's timesheet to make sure the member is paid appropriately.

In situations where an aide (not special education aide, special education attendant, RBT aide, or RBT attendant) is being pulled from another location to cover a classroom, if there is more than one (1) aide available within the building to cover the classroom, the principal will rotate which aide is selected to provide the coverage so all aides receive an equal opportunity as openings for coverage arise.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

**For the Wadsworth Educational Support
Personnel Association OEA/NEA**

Michael Burkhart, President

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

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth City School District Board of Education and the
Wadsworth Education Association

This Memorandum of Understanding is entered into this 20th day of June 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, 9.03C Meetings Outside the Workday details the following in relation to evening meetings;

"Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. Part-time classroom teachers who opt to work beyond their contracted hours will be compensated at curriculum rate for time worked over their normal hours. The part-time classroom teacher must submit a timesheet to his/her principal for any hours worked beyond their scheduled day in order to be compensated.

1. *School Counselors will not be required to attend more than five (5) evening meetings per school year.*
2. *Tutors required to work evening meetings will be paid their hourly rate. The tutor must submit a timesheet to his/her principal for all hours worked."*

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

1. For the 2024-2025 school year, the parent and student orientation for kindergarten will occur on Tuesday, August 27, 2024, which is the seventh teacher workday of the new contract year. This flexibility is agreed to in order to allow for KRA testing and to provide additional time to determine which teacher each kindergarten student is assigned to. The kindergarten teacher schedule will be as follows:
 - Monday, August 19: Per the terms of the *Negotiated Agreement*;
 - Tuesday, August 20: Per the terms of the *Negotiated Agreement*;
 - Wednesday, August 21: Per the terms of the *Negotiated Agreement*;
 - Thursday, August 22: Assistance with students starting first grade and KRA testing;
 - Friday, August 23: KRA testing;
 - Monday, August 26: KRA testing; and
 - Tuesday, August 27: Open house in the evening.
2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

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

Rob Earle, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Patti Back, WEA Co-President

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

This Memorandum of Understanding is entered into this 20th day of June 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, 9.01, Length of Work Year, states the following:

"A. Length of Work Year

- 1. The work year for a bargaining unit member shall be one hundred eighty-four (184) days, unless reduced by calamity days as provided in O.R.C. Section 3319.08, not to exceed five (5) days. Bargaining unit members are required to report to work for their regularly scheduled work day on calamity day six (6) and beyond, unless the district decides to make up the lost days of instruction, according to the contingency plan adopted by the Board. These work days will include no more than three (3) hours of professional development and/or group meeting time. The remainder of the work day(s) will be teacher driven pertinent to his/her teaching assignment. Members who arrive late on these days will provide a flex schedule to their principal.*
- 2. Members new to the District may attend up to two (2) additional days for orientation and professional development, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association. As part of the orientation and professional development, bargaining unit members whose primary focus is special education (e.g. intervention specialists) will be provided with an overview of district special education procedures.*
- 3. School counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected school counselors.*
- 4. The Opportunity School Coordinator will be provided up to one hundred forty (140) extended work hours. The extended work hours will be paid pursuant to a supplemental contract at the Opportunity School Coordinator's per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the Opportunity School Coordinator.*
- 5. The carpentry teacher will be provided up to fifty (50) extended work hours beyond the normal work year which will be paid pursuant to a supplemental*

contract at the teacher's per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the teacher.

6. School psychologists and speech and language pathologists who work outside of the normal work year will be paid at their per diem rate of pay.

7. The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period."

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

1. For the 2023-2024 school year, due to unexpected responsibilities involved in the Four Cities Compact Carpentry Program building and auctioning of a house, Mr. Mike Horvat, carpentry teacher, will be extended additional work hours beyond the fifty (50) described in 9.01(A)(5) of the *Agreement* which will be paid pursuant to a supplemental contract at his per diem rate. These hours are also in addition to the fifty (50) hours outlined in the June 7, 2024 memorandum of understanding approved by the Wadsworth City School District Board of Education on June 10, 2024. The schedule of the extended hours will be determined by the administration in collaboration with Mr. Horvat.
2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

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

Rob Earle, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Patti Back, WEA Co-President

Memorandum of Understanding (MOU) for ADAMH Board Participation in the Wadsworth City School District Drug Testing Program

This Memorandum of Understanding ("MOU") is entered into as of the date the last party below executes the same and between the Medina County Alcohol, Drug Addiction and Mental Health Board ("**Board**"), and the **Wadsworth City School District**.

WHEREAS, the Wadsworth City School District recognizes that the use of alcohol and illicit drugs by students is a national problem, and with the support from the U.S. Supreme Court, the Wadsworth City School District is implementing this program of deterrence and identification, as a proactive approach to a truly safe and drug free school. Students using illegal drugs pose a threat to their own health and safety, as well as to that of other students; and

WHEREAS, **Wadsworth City Schools** has requested **\$6,000** in grant funds from the **ADAMH Board** to pay for drug testing for Fiscal Year 2025, the period of July 1, 2024 through June 30, 2025; and

WHEREAS, the **ADAMH Board** has determined the drug testing program meets a significant need in the community and that it fits within our Board's prevention goals to identify youth in need, prevent use, and prevent overdose; and

NOW THEREFORE, the parties agree as follows:

1. WADSWORTH CITY SCHOOL DISTRICT RESPONSIBILITIES:

- a. Operate the drug testing program in accordance with the bylaws and policies attached as Exhibit A.
- b. Create a safe, drug free, environment for students and assist them in getting help when needed.
- c. Encourage students who use drugs to participate in drug treatment programs.
- d. Provide the **ADAMH Board** with an invoice requesting the grant funds.
- e. Provide the **ADAMH Board** with yearly statistics regarding the number of students drug tested and any other pertinent information.

2. ADAMH BOARD RESPONSIBILITIES:

- a. Provide FY2025 funding in an amount of \$ 6,000, once invoiced and upon receipt of the adopted and effective Random Urine Drug Testing of Wadsworth City School District Students Bylaws and Policies.

[Redacted Signature]

6/20/24

Phillip Titterington
Executive Director
Medina County ADAMH Board

Date

Andrew Hill
Superintendent
Wadsworth City School District

Date

Approved as to Form:

Paloma Elyse Medina
Medina County Prosecutor

05/23/24

Date

Mail to:

Mr. Andrew Hill, Superintendent
Wadsworth City School District Administration Building
524 Broad Street
Wadsworth, Ohio 44281

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO
SECTION 3313.841 O.R.C.

DISTRICT OF RESIDENCE

The Wadsworth Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2024-2025 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

SERVICE: Visual Impairments

COSTS:

Billing periods: (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June

VISUALLY IMPAIRED SERVICES (VI)	\$120.00 per hr.
ORIENTATION & MOBILITY (O & M)	\$80.00 per hr.
FUNCTIONAL LOW VISION ASSESSMENT (FLVA)	\$80.00 per hr.
*BRAILLE SERVICES	\$35.00 per hr., Aide \$19.00, Clerk \$17.53
*REHABILITATION SERVICES (REHAB)	\$60.00 per hr.
* SERS surcharge will be billed in fall of 2023	

Signature Superintendent of District of Residence

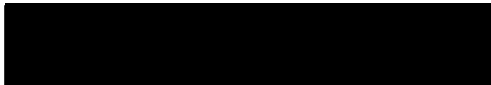
Date

Signature Treasurer of District of Residence

Date

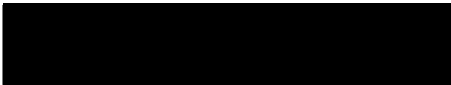
EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2024-2025.



Signature Superintendent of Educational Service Center

July 1, 2024



Signature Treasurer of Educational Service Center

July 1, 2024

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Educational Service Center of Northeast Ohio, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR AGREEMENT
FOR NON-STRS/SERS COVERED SERVICES**

This Agreement is made by and between the Wadsworth City School District Board of Education ("Board") and Cross Thread Solutions LLC ("Contractor") (collectively "Parties").

WHEREAS the Contractor has expertise in providing services and abilities sought by the Board;
and

WHEREAS the Board wishes to utilize the Contractor's services and abilities during the term of this Agreement and the Contractor is both qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

- A. During the term of this Agreement, the Board hereby engages the Contractor, and the Contractor hereby agrees to serve the Board, as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.
- B. The Contractor hereby represents and warrants to the Board that the Contractor has the necessary expertise, licenses, permits, and capabilities to provide the services and covenants to furnish the Contractor's best skill and judgment in performing the services as set forth herein.
- C. The Contractor's duties shall be as follows:

To provide interpreting services to benefit students and parents whose district of residence is Wadsworth City Schools and who are identified as needing an interpreter to ensure clear communication based on ELL or hearing impairment needs. Interpreting services may be in the form of direct support (meetings) or through indirect services (interpreting legal documents.)

2. TERM

This Agreement shall begin on July 1, 2024, and end June 30, 2025. This Agreement shall not renew unless agreed to, in writing, by the Parties and pursuant to a duly approved resolution of the Board.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee, agent, representative,

and subcontractor's rate of pay for services rendered to the Board pursuant to this Agreement:

After service is provided, an invoice will be emailed to the Student Services department for payment to be processed.

Example:

Service	Employee	Billed Rate	Total Due to Contractor by Board
In-person Interpreting Services	Cross Thread Solutions LLC	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr (2 hr. minimum) Additional time over 2 hours is Tiered rate in 30-minute increments Round trip mileage at federal rate Tolls and Parking at actuals if incurred (receipts provided)	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr (2 hr. minimum charge)
Schedules Virtual Interpreting Services	Cross Thread Solutions LLC	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr (2 hr. minimum charge)

		(1.5 minimum charge) Additional time over 1.5 hours is Tiered rate in 30 minute increments	
Document Translations	Cross Thread Solutions LLC	Tier I \$.28/source word Tier II and III \$.35/source word Languages not listed on Tier structure will be quoted upon request Documents needed in less than 5 days, a \$75/document rush fee will apply	Tier I \$.28/source word Tier II and III \$.35/source word

4. NON-STRS/SERS SERVICES

- A. Upon good faith and belief, the Parties agree that the services provided under this Agreement are exempt from State Teacher's Retirement System of Ohio ("STRS"), School Employees Retirement System of Ohio ("SERS"), and/or any successor retirement system(s) to STRS and/or SERS.
- B. In the event STRS, SERS, and/or any successor retirement system(s) determine that the Board owes any contributions, penalties, and/or interest to STRS, SERS, any successor retirement system(s), and/or any current and/or former employees, agents, representatives, and/or subcontractors of the Contractor based on the employees, agents, representatives, and/or subcontractors' provision of services to the Board pursuant to an agreement between the Parties, the Contractor expressly agrees that the Contractor shall indemnify and hold the Board harmless from any such obligation(s) previously described in Paragraph 4 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The Contractor is self-employed.
- B. The Contractor is acting as an independent contractor, and nothing contained herein shall be construed to create the relationship of employer and employee and/or principal and agent between the Parties.
- C. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional, and satisfactory manner.
- D. While the Board has the right to control and/or direct the result of the services performed under this Agreement, only the Contractor has the right to determine what will be done and how it will be done.
- E. The Contractor does not perform services that can be controlled by the Board (e.g., what will be done and how it will be done) as only the Contractor has the legal right to control the details of how the services are performed under this Agreement.
- F. Neither party shall have authority to create, alter, and/or amend any agreement and/or representations on behalf of the other party and/or to incur liabilities on behalf of the other party.
- G. The Contractor shall assume sole responsibility for the payment and/or withholding of all federal, state, and/or local taxes and/or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of the Contractor's employees, agents, representatives, and/or subcontractors under this Agreement.
- H. The Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act including, but not limited to, minimum wage and overtime requirements.
- I. The Contractor shall indemnify and hold the Board harmless from any claims covered by this Agreement pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

- A. The Contractor agrees that the Contractor shall adhere to all applicable Board policies, guidelines, and standards, as well as all applicable state, local, and federal laws including, but not limited to, the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws, and all applicable background check requirements in providing the services under this Agreement.

- B. The Contractor further agrees that the Contractor's employees, agents, representatives, and/or subcontractors shall adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property.
- C. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's employees, agents, representatives, and/or subcontractors.
- D. Nothing in this Agreement shall be construed to limit the Contractor's sole right to determine what will be done and how it will be done to provide the services under this Agreement.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS

- A. The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws including, but not limited to, those set forth in R.C. Chapter 3319 are adhered to and satisfied in full.
- B. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent, representative, and/or subcontractor who provides services under this Agreement complies with all applicable laws regarding reporting of known and/or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that the Contractor does not and shall not discriminate against any individual based on race, color, religion, sex, military status, national origin, disability, age, genetic information, and/or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold the Board, as well as the Board's current and former employees, agents, representatives, and/or subcontractors, harmless from any

and all claims, liabilities, actions, suits, damages, and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement including, but not limited to, such claims, liabilities, actions, suits, damages, and/or losses resulting from actions taken and/or care given by the Contractor in providing the services under this Agreement, as well as any losses, costs, and attorney's fees incurred in responding to any such claims arising from and/or connected with the provision of services under this Agreement.

12. LIABILITY INSURANCE

- A. At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at the Contractor's sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence.
- B. The Board shall be named an Additional Insured for all insurance policies except workers' compensation.
- C. The insurance coverage shall be carried by insurance companies authorized to transact business in Ohio as selected by the Contractor and approved by the Board.

13. CONFIDENTIALITY, EDUCATIONAL, AND STUDENT RECORDS

- A. Confidential, educational, and student records shall only be released to the Contractor as provided by all applicable laws including, but not limited to FERPA, board policies, and administrative guidelines.
- B. The Contractor shall adhere to FERPA requirements and all other applicable laws regarding the use, maintenance, and/or disclosure of all confidential, educational, and student records.
- C. The Contractor including, but not limited to the Contractor's employees, agents, representatives, and/or subcontractors, shall not use and/or disclose any confidential, educational, and student record in any manner prohibited by local, state, federal laws and/or contrary to the purposes of this Agreement.
- D. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement.
- E. The Contractor shall immediately report to the Board any unauthorized use and/or disclosure of confidential, educational, and student records and/or information by the Contractor and/or the Contractor's employees, agents, representatives, and/or subcontractors of which the Contractor becomes aware.
- F. In addition to the confidentiality obligations the Contractor has regarding educational and student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies, and/or any other aspect

of the Board's business is confidential and shall not be revealed and/or disclosed to any person, company, and/or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:

Cross Thread Solutions LLC


If to the BOARD:

Board President, Treasurer, and Superintendent
Wadsworth City School District Board of Education
524 Broad Street
Wadsworth, Ohio 44281

15. TERMINATION

- A. This Agreement may be terminated without cause and without penalty by either party 30 calendar days after written notice of said intent, delivered by certified or registered mail upon the other party at the address provided in Paragraph 14 of this Agreement.
- B. This Agreement may also be terminated immediately and without penalty the Board may terminate this Agreement immediately and without penalty for the following reasons:
 - 1) If required by law,
 - 2) If the service the Contractor is providing is reduced and/or eliminated upon the sole discretion of the Board,

- 3) If the Contractor engages in illegal conduct and/or other conduct that is deemed contrary to the educational mission of the Board as determined in the sole discretion of the Board.

16. GENERAL PROVISIONS

- A. The terms of this Agreement shall prevail over any contrary term in any current and/or any future agreement between the Parties.
- B. Nothing in this Agreement shall be construed to constitute past, current, and/or future practice between the Parties and this Agreement is non-precedent setting.
- C. The terms of this Agreement shall only be modified in writing with the mutual agreement of the Parties.
- D. This Agreement shall not be assigned and/or subcontracted by either party without the prior written consent of the other party.
- E. The terms and provisions of the Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto and their respective heirs, successors, and assigns.
- F. The waiver by any party of breach and/or violation of any provision of this Agreement shall not operate as and/or be construed to be a waiver of any subsequent breach hereof, or as to any party.
- G. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility and/or liability between the Parties shall survive the completion of services hereunder and the termination of this Agreement, including, without limitation, provisions on indemnity.
- H. The only consideration for signing this Agreement are the terms stated herein and no other promises and/or agreements of any kind have been made to cause the Parties to execute this Agreement.
- I. The Parties fully understand the meaning and intent of this Agreement including, but not limited to, its final and binding effect.
- J. The Parties executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
- K. 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.

- L. 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.
- M. Any person signing this Agreement for a 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.
- N. The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public in accordance with the law.
- O. No presumption or construction shall be made either in favor of or against any party based on the authorship of this Agreement.

[Signature Page to Follow]

IN WITNESS THEREOF, the Parties hereto have set their hands.

FOR Cross Thread Solutions LLC:

Sunil Narahari*

Date

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

FOR WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

Jill Stevens*
Board President (In Official Capacity Only)

Dr. Andrew J. Hill*
Superintendent (In Official Capacity Only)

Douglas Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____

*This Agreement has no legal effect absent Board approval.

[Treasurer Certificate to Follow]

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Wadsworth City School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Wadsworth City School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Jill Stevens*

Board President (In Official Capacity Only)

Dr. Andrew J. Hill*

Superintendent (In Official Capacity Only)

Douglas Beeman*

Treasurer (In Official Capacity Only)

Template Prepared By:

McGown & Markling Co., L.P.A.

1894 North Cleveland-Massillon Road

Akron, Ohio 44333

1.330.670.0005

www.mcgownmarkling.com

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR AGREEMENT
FOR STRS/SERS COVERED SERVICES**

This Agreement is made by and between the Wadsworth City School District Board of Education ("Board") and Cynthia Shevel ("Contractor") (collectively "Parties").

WHEREAS the Contractor has expertise in providing services and abilities sought by the Board;
and

WHEREAS the Board wishes to utilize the Contractor's services and abilities during the term of this Agreement and the Contractor is both qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

- A. During the term of this Agreement, the Board hereby engages the Contractor, and the Contractor hereby agrees to serve the Board, as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.
- B. The Contractor hereby represents and warrants to the Board that the Contractor has the necessary expertise, licenses, permits, and capabilities to provide the services and covenants to furnish the Contractor's best skill and judgment in performing the services as set forth herein.
- C. The Contractor's duties shall be as follows:

The Contractor will provide Structured Literacy Services to students at Wadsworth City Schools. The Contractor will provide services per the IEP team decision. The Contractor will collaborate with the Intervention Specialist, the Director of Student Services and/or the Coordinator of Special Education in support of collaborative communication, instruction and data collection. The Contractor will provide instruction, progress reports and/or individual assessments. Services will be based on current IEP needs and/or compensatory services, as deemed appropriate by the district. Specific hours will be agreed upon between the Director and the Contractor. The sessions will take place virtually or in person, based on the agreement between the Contractor and the family. These services will be rendered outside the academic day.

2. TERM

This Agreement shall begin on August 1, 2024 and end June 30, 2025. This Agreement shall not renew unless agreed to, in writing, by the Parties and pursuant to a duly approved resolution of the Board.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee, agent, representative, and subcontractor's rate of pay for services rendered to the Board pursuant to this Agreement, as well as the required State Teacher's Retirement System of Ohio ("STRS") and/or School Employees Retirement System of Ohio ("SERS") contributions:

The Contract will submit detailed monthly statements to the Office of Student Services for review, approval and payment.

Example:

Service	Employee	Billed Rate	Pay Rate	STRS/SERS Employer Share	STRS/SERS Employee Share	Total Due to Contractor by Board
Structured Literacy Services	Cynthia Shevel	\$65.00/hr.	\$65.00/hr.	\$9.10/hr.	\$9.10 STRS	\$46.80/hr.

4. STRS/SERS SERVICES

- A. Upon good faith and belief, the Parties agree that the services provided under this Agreement are not exempt from STRS, SERS, and/or any successor retirement system(s) to STRS and/or SERS.
- B. The Contractor expressly acknowledges and agrees that the compensation received from the Board pursuant to Paragraph 3 of this Agreement is the only compensation that the Contractor shall receive from the Board related to the Contractor's provision of services to the Board as outlined in Paragraph 1(c) of this Agreement.
- C. The Contractor expressly acknowledges and agrees that the Contractor is solely responsible for any liabilities the Board may incur as a result of the provision of services by the Contractor's employees, agents, representatives, and/or subcontractors to the Board under this Agreement including, but not limited to, any present and/or future obligations to make contributions to STRS, SERS, and/or any successor retirement system(s) to STRS and/or SERS.
- D. The Contractor expressly acknowledges and agrees that the Contractor shall be solely responsible for any payment, penalty, and/or interest the Board may owe, both

now and in the future, to STRS, SERS (or any successor retirement system(s) to STRS and/or SERS), and/or any of Contractor's employees, agents, representatives, and/or subcontractors for failure to make required contributions to STRS and/or SERS related to any services provided to the Board by Contractor's employees, agents, representatives, and/or subcontractors pursuant to this Agreement.

- E. The Contractor expressly agrees that the Contractor shall provide the Board with sufficient information regarding the Contractor's compensation to each of the Contractor's employees, agents, representatives, and/or subcontractors providing services to the Board under this Agreement to enable the Board to comply with the Board's obligations to STRS/SERS. This information shall include, but is not limited to, a written report detailing each employee, agent, representative, and/or subcontractor's rate of pay for services rendered to the Board pursuant to this Agreement and the IRS Form W-2 for every employee, agent, representative, and/or subcontractor providing services to the Board under this Agreement.
- F. The Contractor expressly agrees that the Contractor shall comply with any request from the Board for compensation information reasonably related to the Board's payments to STRS/SERS on behalf of such employees, agents, representatives, and/or subcontractors.
- G. The Parties mutually agree that, to comply with STRS/SERS requirements, the Board shall pay to STRS/SERS both the employee and employer shares as required by law and set forth by STRS/SERS, the legal calculation of which may change from time to time. The Parties further mutually agree that the applicable employee and employer shares paid to STRS/SERS by the Board shall be deducted from the amount owed to the Contractor by the Board under Paragraph 3 of this Agreement. By way of example only, if the Contractor charges the Board \$100.00 for services rendered by one of the Contractor's employees during the 2023-2024 school year and the Contractor pays the employee \$50.00 for the provision of these services, the Board is presently required to remit \$14.00 to STRS (14% employee share [\$7.00] and 14% employer share [\$7.00]) or \$12.00 to SERS (10% employee share [\$5.00] and 14% employer share [\$7.00]) as the combined required employee and employer shares. Accordingly, the Board's remaining obligation to the Contractor would be only \$87.50 (\$100.00 - \$14.00 = \$86.00) in the case of an STRS covered employee or only \$88.00 (\$100.00 - \$12.00 = \$88.00) in the case of a SERS covered employee.
- H. The Parties understand that the STRS/SERS employee contribution may increase and that the required STRS/SERS employee and/or employer contributions may change at any time as determined by applicable laws.
- I. The Parties understand and agree that the total amount owed to the Contractor by the Board under this Agreement shall be calculated pursuant to Paragraph 3 of this Agreement irrespective of the percentage of the employee, agent, representative,

and/or subcontractor's compensation required to be paid to STRS/SERS by the Board.

- J. The Contractor expressly agrees to indemnify and hold the Board harmless from all STRS/SERS (or any successor retirement system(s) to STSR and/or SERS) related claims covered by Paragraph 4 of this Agreement as required by Paragraph 11 of this Agreement.
- K. In the event STRS, SERS, and/or any successor retirement system(s) determine that the Board owes any contributions, penalties, and/or interest to STRS, SERS, any successor retirement system(s), and/or any current and/or former employees, agents, representatives, and/or subcontractors of the Contractor based on the employees, agents, representatives, and/or subcontractors' provision of services to the Board pursuant to an agreement between the Parties, the Contractor expressly agrees that the Contractor shall indemnify and hold the Board harmless from any such obligation(s) previously described in Paragraph 4 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The Contractor is self-employed.
- B. The Contractor is acting as an independent contractor, and nothing contained herein shall be construed to create the relationship of employer and employee and/or principal and agent between the Parties.
- C. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional, and satisfactory manner.
- D. While the Board has the right to control and/or direct the result of the services performed under this Agreement, only the Contractor has the right to determine what will be done and how it will be done.
- E. The Contractor does not perform services that can be controlled by the Board (e.g., what will be done and how it will be done) as only the Contractor has the legal right to control the details of how the services are performed under this Agreement.
- F. Neither party shall have authority to create, alter, and/or amend any agreement and/or representations on behalf of the other party and/or to incur liabilities on behalf of the other party.
- G. The Contractor shall assume sole responsibility for the payment and/or withholding of all federal, state, and/or local taxes and/or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of the Contractor's employees, agents, representatives, and/or subcontractors under this Agreement.

- H. The Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act including, but not limited to, minimum wage and overtime requirements.
- I. The Contractor shall indemnify and hold the Board harmless from any claims covered by this Agreement pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

- A. The Contractor agrees that the Contractor shall adhere to all applicable Board policies, guidelines, and standards, as well as all applicable state, local, and federal laws including, but not limited to, the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws, and all applicable background check requirements in providing the services under this Agreement.
- B. The Contractor further agrees that the Contractor's employees, agents, representatives, and/or subcontractors shall adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property.
- C. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's employees, agents, representatives, and/or subcontractors.
- D. Nothing in this Agreement shall be construed to limit the Contractor's sole right to determine what will be done and how it will be done to provide the services under this Agreement.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS

- A. The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws including, but not limited to, those set forth in R.C. Chapter 3319 are adhered to and satisfied in full.
- B. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent, representative, and/or subcontractor who provides services under this Agreement complies with all applicable laws regarding reporting of known and/or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that the Contractor does not and shall not discriminate against any individual based on race, color, religion, sex, military status, national origin, disability, age, genetic information, and/or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold the Board, as well as the Board's current and former employees, agents, representatives, and/or subcontractors, harmless from any and all claims, liabilities, actions, suits, damages, and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement including, but not limited to, such claims, liabilities, actions, suits, damages, and/or losses resulting from actions taken and/or care given by the Contractor in providing the services under this Agreement, as well as any losses, costs, and attorney's fees incurred in responding to any such claims arising from and/or connected with the provision of services under this Agreement.

12. LIABILITY INSURANCE

- A. At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at the Contractor's sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence.
- B. The Board shall be named an Additional Insured for all insurance policies except workers' compensation.
- C. The insurance coverage shall be carried by insurance companies authorized to transact business in Ohio as selected by the Contractor and approved by the Board.

13. CONFIDENTIALITY, EDUCATIONAL, AND STUDENT RECORDS

- A. Confidential, educational, and student records shall only be released to the Contractor as provided by all applicable laws including, but not limited to FERPA, board policies, and administrative guidelines.
- B. The Contractor shall adhere to FERPA requirements and all other applicable laws regarding the use, maintenance, and/or disclosure of all confidential, educational, and student records.
- C. The Contractor including, but not limited to the Contractor's employees, agents, representatives, and/or subcontractors, shall not use and/or disclose any confidential, educational, and student record in any manner prohibited by local, state, federal laws and/or contrary to the purposes of this Agreement.
- D. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement.
- E. The Contractor shall immediately report to the Board any unauthorized use and/or disclosure of confidential, educational, and student records and/or information by the Contractor and/or the Contractor's employees, agents, representatives, and/or subcontractors of which the Contractor becomes aware.

- F. In addition to the confidentiality obligations the Contractor has regarding educational and student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies, and/or any other aspect of the Board's business is confidential and shall not be revealed and/or disclosed to any person, company, and/or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:

Cynthia Shevel



If to the BOARD:

Board President, Treasurer, **and** Superintendent
Wadsworth City School District Board of Education
524 Broad Street
Wadsworth, Ohio 44281

15. TERMINATION

- A. This Agreement may be terminated without cause and without penalty by either party on 30 calendar days written notice of said intent, delivered by certified or registered mail upon the other party at the address provided in Paragraph 14 of this Agreement.
- B. This Agreement may also be terminated immediately and without penalty the Board may terminate this Agreement immediately and without penalty for the following reasons:
- 1) If required by law,
 - 2) If the service the Contractor is providing is reduced and/or eliminated upon the sole discretion of the Board,

- 3) If the Contractor engages in illegal conduct and/or other conduct that is deemed contrary to the educational mission of the Board as determined in the sole discretion of the Board.

16. GENERAL PROVISIONS

- A. The terms of this Agreement shall prevail over any contrary term in any current and/or any future agreement between the Parties.
- B. Nothing in this Agreement shall be construed to constitute past, current, and/or future practice between the Parties and this Agreement is non-precedent setting.
- C. The terms of this Agreement shall only be modified in writing with the mutual agreement of the Parties.
- D. This Agreement shall not be assigned and/or subcontracted by either party without the prior written consent of the other party.
- E. The terms and provisions of the Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto and their respective heirs, successors, and assigns.
- F. The waiver by any party of breach and/or violation of any provision of this Agreement shall not operate as and/or be construed to be a waiver of any subsequent breach hereof, or as to any party.
- G. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility and/or liability between the Parties shall survive the completion of services hereunder and the termination of this Agreement, including, without limitation, provisions on indemnity.
- H. The only consideration for signing this Agreement are the terms stated herein and no other promises and/or agreements of any kind have been made to cause the Parties to execute this Agreement.
- I. The Parties fully understand the meaning and intent of this Agreement including, but not limited to, its final and binding effect.
- J. The Parties executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
- K. 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.

- L. 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.
- M. Any person signing this Agreement for a 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.
- N. The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public in accordance with the law.
- O. No presumption or construction shall be made either in favor of or against any party based on the authorship of this Agreement.

[Signature Page to Follow]

IN WITNESS THEREOF, the Parties hereto have set their hands.

FOR [Cynthia Shevel]:

Cynthia Shevel*

Date

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

FOR WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

Jill Stevens*
Board President (In Official Capacity Only)

Dr. Andrew J. Hill*
Superintendent (In Official Capacity Only)

Douglas Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____

*This Agreement has no legal effect absent Board approval.

[Treasurer Certificate to Follow]

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Wadsworth City School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Wadsworth City School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Jill Stevens*
Board President (In Official Capacity Only)

Dr. Andrew J. Hill*
Superintendent (In Official Capacity Only)

Douglas Beeman*
Treasurer (In Official Capacity Only)

Template Prepared By:
McGown & Markling Co., L.P.A.
1894 North Cleveland-Massillon Road
Akron, Ohio 44333
1.330.670.0005
www.mcgownmarkling.com

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR DENTIST AGREEMENT
AND WAIVER OF LIABILITY AND RELEASE FORM**

The Wadsworth City School District Board of Education ("Board") and the undersigned ("Contractor") enter into the following agreement for the provision of services as an independent contractor:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Contractor shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.
2. Engagement: The Board engages Contractor as an independent contractor for the performance of certain professional services. Specifically, Contractor shall make such examinations and diagnoses and render such remedial or corrective treatment for the school children as is prescribed by the Board – provided that all such remedial or corrective treatment shall be limited to the children whose parents cannot otherwise provide for same, and then only with the written consent of the parents or guardians of such children. Contractor may also conduct such oral hygiene educational work as is authorized by the Board.
3. Term: This Agreement is effective as for the 2024-2025 school year (i.e., July 1, 2024, through June 30, 2025) and is expressly contingent on the Contractor holding a license to practice in this state. Contractor understands that this Agreement shall terminate automatically if Contractor fails to hold a license to practice in this state. The Board may also terminate this Agreement whenever the Board determines that the services of Contractor are no longer needed. Contractor may terminate this Agreement at Contractor's option upon thirty (30) days prior written notice to the Board.
4. Payment: Contractor is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.
5. Other Compensation: Contractor agrees that under no circumstances shall Contractor accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of Contractor's duties under this Agreement.
6. Duties: Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement. Contractor shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

7. Independent Contractor: In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor (or Contractor's employees, if any). Contractor shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits for Contractor and Contractor's employees, if any. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.
8. Instrumentalities and Tools: Contractor shall supply the instrumentalities and tools necessary for Contractor to perform the services under this Agreement. Contractor may donate such additional medical equipment and supplies to the Board and students as Contractor sees fit, provided such donation does not remove any portion of the Board's control over the donation.
9. Indemnity and Hold Harmless: Contractor shall indemnify and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions.
10. Release and Waiver of Liability: Contractor shall perform work under this Agreement at Contractor's own risk. Accordingly, the Board requires as a condition of Contractor's service that Contractor fully release the Board and agree not to sue the Board for any claim that may arise out of the Contractor's service. By signing this Agreement, Contractor expressly agrees that, in consideration for being provided the opportunity to serve the public good on a pro bono basis, Contractor knowingly accepts the obligations described above and hereby **RELEASES, WAIVES, AND DISCHARGES** the Board, its members, employees, agents, personal representatives, successors and assigns, **FROM ANY AND ALL LIABILITY OR CLAIMS, KNOWN AND UNKNOWN, WHATSOEVER** arising out of this Agreement.
11. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. See 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.
12. Criminal Records Check: Contractor agrees that the services under this Agreement may require Contractor to work unsupervised with children on a regular basis. As a result, the

Board requires Contractor to provide a set of impressions of Contractor's fingerprints to the Board so that a criminal records check can be conducted at the Board's expense. This criminal records check will be done before Contractor begins Contractor's duties and as a condition of Contractor's continued service under this Agreement. Pursuant to Board Policy 8142, if a criminal records check indicates that Contractor has been convicted of or pleaded guilty to any of the offenses described in R.C. 3319.39(1) Contractor shall not be permitted to perform any services for the Board.

13. Compliance With Policies: Contractor agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer. Contractor agrees to display appropriate behavior at all times when providing services under this Agreement.
14. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Contractor that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.
15. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.
16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
17. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.
18. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.
19. Counterparts: 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. 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.

Thank you for your interest in being an independent contractor dentist for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

**PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS
YOUR LEGAL RIGHTS.**

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION: _____ Jill Stevens* Board President (In Official Capacity Only) _____ Douglas D. Beeman* Treasurer (In Official Capacity Only)	FOR INDEPENDENT CONTRACTOR:  ✓
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Authorized Pursuant to Board Resolution No. _____

* This Agreement has no legal effect absent Board approval

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT TEAM PHYSICIAN AGREEMENT**

The Wadsworth City School District Board of Education ("Board") and the undersigned (Jeffrey Burkey, MD) enter into the following agreement for the provision of services as a volunteer Team Physician:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Dr. Burkey shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.
2. Engagement: The Board engages Dr. Burkey as an independent contractor for the performance of certain professional services. Specifically, Dr. Burkey shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Contractor.
3. Term: This Agreement is effective as for the 2024-2025 school year (i.e., July 1, 2024, through June 30, 2025) and is expressly contingent on the Contractor holding a license to practice medicine in Ohio. Dr. Burkey understands that this Agreement shall terminate automatically if Dr. Burkey fails to hold a license to practice medicine in Ohio. The Board may also terminate this Agreement whenever the Board determines that the services of Dr. Burkey are no longer needed. Dr. Burkey may terminate this Agreement at Dr. Burkey's option upon thirty (30) days prior written notice to the Board.
4. Payment: Dr. Burkey is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.
5. Other Compensation: Dr. Burkey agrees that under no circumstances shall he accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of his duties under this Agreement.
6. Duties: Dr. Burkey shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Dr. Burkey shall devote such time as may be reasonably required to perform Team Physician duties under this Agreement. Dr. Burkey shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.
7. Independent Contractor: In consideration of this Agreement, Dr. Burkey acknowledges, recognizes, and defines himself as being an independent physician and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Dr. Burkey. Dr. Burkey shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance,

federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Dr. Burkey shall exercise independent professional judgment in the rendering of services for the Board.

8. Instrumentalities and Tools: Dr. Burkey shall supply the instrumentalities and tools necessary to perform the services as a Team Physician under this Agreement. Dr. Burkey may donate medical equipment and supplies to the Board and students as he sees fit, provided such donation does not remove any portion of the Board's control over the donation.
9. Indemnity and Hold Harmless: SCHOOL shall indemnify, defend and hold harmless Dr. Burkey, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) (collectively, "Claims") which may be imposed on or incurred by Dr. Burkey in connection with, or arising out of the negligent acts or omissions or willful misconduct of SCHOOL, its agents, employees, or subcontractors, including performance of automated external defibrillation in good faith, in accordance with R.C. 2305.235 and as amended or revised, failure to perform automated external defibrillation, or performance of automated external defibrillation by an individual not authorized to use the automated external defibrillator. SCHOOL's obligations shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of SCHOOL's board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless Dr. Burkey under this Agreement. SCHOOL shall provide Dr. Burkey with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

In addition to the foregoing and without any limitation thereto, SCHOOL further agrees to indemnify, defend and hold Dr. Burkey from and against any and all claims arising out of or related to SCHOOL's failure to ensure the full cooperation of School's Staff or the overruling of Dr. Burkey. SCHOOL's obligations under this Agreement shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of individuals be considered personally liable for indemnifying and holding harmless Dr. Burkey. SCHOOL shall provide Dr. Burkey with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

Dr. Burkey shall indemnify, defend and hold harmless the Board, SCHOOL, its officers, directors, agents, and employees, in both their official and individual capacities, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) which may be imposed on or incurred by the Board, SCHOOL, its officers, directors, agents, and employees, in both their individual and official capacities, in connection with, or arising out of the negligent acts or omissions or willful misconduct of Dr. Burkey. Dr. Burkey's obligations under this Agreement shall not exceed \$1,000,000 per incident and \$3,000,000 aggregate per year. In no case, shall Dr. Burkey be considered personally liable for indemnifying and holding

harmless the Board. SCHOOL, its officers, directors, agents, and employees, under this Agreement.

Release and Waiver of Liability: Dr. Burkey shall perform work under this Agreement at his own risk. Accordingly, the Board requires as a condition of Dr. Burkey's service that he fully release the Board and agree not to sue the Board for any claim that may arise out of his service as a Team Physician.

10. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. *See* 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.
11. Criminal Records Check: Dr. Burkey agrees that the Team Physician Services provided under this Agreement may require Team Physician, and substitute team physician to work unsupervised with children on a regular basis. As a result, SCHOOL requires Team Physician, and substitute team physician to provide a set of impressions of their fingerprints to SCHOOL so that a criminal records check can be conducted at SCHOOL's expense. This criminal records check will be done before Team Physician, and substitute team physician begin their duties and as a condition of Team Physician, and substitute team physician's continued Team Physician Services under this Agreement. Pursuant to Policy 8142 if a criminal records check indicates that Team Physician, and substitute team physician have been convicted of, or pleaded guilty to, any of the offenses described in R.C. 3319.39(1) Team Physician, and substitute team physician shall not be permitted to perform any services for SCHOOL.
12. Compliance With Policies: Dr. Burkey agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer Team Physician, agrees to display appropriate behavior at all times when providing services under this Agreement.
13. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Dr. Burkey that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.
14. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.
15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

16. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.
17. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.
18. Counterparts: 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. 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.

Thank you for your interest in being an independent Team Physician for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

**PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS
YOUR LEGAL RIGHTS.**

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

FOR TEAM PHYSICIAN:

Jill Stevens*
Board President (In Official Capacity Only)

Douglas D. Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____

* This Agreement has no legal effect absent Board approval



Articulation Agreement

between

College of Applied Technologies
and

Institution: WADSWORTH CITY SCHOOLS

Address: 524 BROAD ST

WADSWORTH, OHIO 44281

Phone: 330 - 336-3571

The University of Northwestern Ohio believes that many high schools and career centers have extensive course work in technical areas that give students a solid foundation for college study. Students who have these technical skills may be granted college credit for their proficiencies.

A partnership agreement between the university and the high schools and career centers is appropriate to recognize and reward those graduates who have acquired the skills for proficiency credit in specific introductory classes. The university will grant advanced placement to high school graduates who fulfill course requirements agreed to in this document.

The advantages to advanced placement:

- There will be no expense to the student
- It will reduce the total tuition expense, book fees, and housing costs for your college program
- It may reduce the time necessary for completion of the program.

The decision on advanced placement will be determined by the following University of Northwestern Ohio authorized personnel: Provost / Vice President for Academic Affairs and the College Registrar.

The total number of credits to be awarded to a student may vary and will be decided on an individual basis. Awarded credit will be reflected on the students' transcript after completion of the first term.

To take advantage of this agreement, the student should:

- Contact the Admission Office at the University of Northwestern Ohio for a formal admissions application to the university (419)998-3120.
- Pick up the Articulation Application from your UNOH Admissions Representative or your high school counselor. You can also call the University to have the application form mailed or e-mailed to you at (419) 998-3120.

- The form should be taken to the high school where it should be completed and approved by the student's instructor and administrator. The student will also be required to sign the form stating the he or she has had the necessary training and has met the attached learning outcomes.
- After it is approved by the student's instructor and counselor, and signed by the student, the school's chief administrator should sign the form and mail it to the Admissions Office at the University of Northwestern Ohio, along with documentation of NATEF accreditation found on the web at natef.org.

After the materials are reviewed by University personnel, the student will be notified if advanced credit has been awarded. Awarded credit will be reflected on the students' transcript after completion of the first term.

COURSES AND CREDITS FOR ADVANCED PLACEMENT

AU126 Suspension and Steering (6 credits)

- Student must have 2 years of high school in an automotive or diesel training program, with a grade of "B" or higher each year, and the school must have NATEF, AST or higher accreditation.
- Schools with NATEF, MLR level of accreditation or schools that are not NATEF accredited, will have the opportunity to articulate with UNOH if the attached list of learning outcomes for AU 126, Steering and Suspension are met.

AU127 Hydraulic Brake Systems (6 credits)

- Student must have 2 years of high school in an automotive or diesel training program, with a grade of "B" or higher each year, and the school must have NATEF, AST or higher accreditation.
- Schools with NATEF, MLR level of accreditation or schools that are not NATEF accredited, will have the opportunity to articulate with UNOH if the attached lists of learning outcomes for AU 127, Hydraulic Brake Systems are met.

CATALOG DESCRIPTIONS OF COURSES LISTED

AU126 SUSPENSION AND STEERING

The fundamentals of the chassis, including basic and power steering systems, variable effort power steering systems, suspension systems both basic and computer controlled, geometric centerline alignment, thrust line alignment and total four-wheel alignment provide the focus of this course. Proper procedures in diagnosis of components along with basic frame and body measuring for correct locations are covered. Also covered is the diagnosis of vehicle vibrations and tire pressure monitor systems. Lab work includes steering and suspension repair, tire balancing and alignment on computerized alignment equipment, and computerized wheel balancing, utilizing training aids and live vehicles.

AU127 HYDRAULIC BRAKE SYSTEMS

The fundamental principles of hydraulics pertaining to the automotive and medium duty truck brake systems are presented. Students will study the theory of operation and advanced study of component principles. Students will use standard skills to diagnose and repair hydraulic systems, drum and disc brake systems, power assist units and anti-lock brake systems. Lab work includes demonstration, on-car practice to provide a working knowledge of diagnosis and repair of the hydraulic systems, drum and disc brake systems, power assist units and associated systems. Included will be coverage of wheel bearings, parking brakes, related electrical circuits and use of on-car brake lathes.

- * NATEF, AST or higher accredited programs must attach a copy of their accreditation to process this agreement. NATEF Maintenance & Light Repair and non-NATEF programs see the next page.
- * All Articulation Agreements will be revaluated every five years, to assure all students are getting, and have the necessary information to have credit granted to them.
- * All schools desiring to articulate classes with the University of Northwestern Ohio must be NATEF, AST or higher accredited, or meet the learning outcomes @ for each class that articulation is desired. If your institution's accreditation has temporarily lapsed due to NATEF's inability to evaluate in a timely fashion, please attach documentation that an evaluation will be conducted.
- * If an educational deficiency pattern is detected with a specific high school or career center, said school will have the opportunity to work with UNOH to remedy the concern.

NATEF Maintenance & Light Repair and non-NATEF programs, initial the learning outcomes your program meets:

Automotive:

PA AU126 Suspension & Steering

PA AU127 Hydraulic Brake Systems

Diesel:

____ AU126 Suspension & Steering

____ AU127 Hydraulic Brake Systems

We, the undersigned representatives of the cooperating university and high school/career centers, agree that a student completing career and technical education training in select automotive or diesel technology may be eligible for advanced placement credit. Guidelines for acceptance of the credit are covered in this document.

University of Northwestern Ohio
Institution

Institution

Vice President for Academic
Affairs Provost

Superintendent/Director

Date

Agreement is active for five years

Date

Return agreement to:

The University of Northwestern Ohio
Attention: Admissions
1441 N. Cable Rd., Lima, OH 45805

University of Northwestern Ohio, 1441 N. Cable Rd., Lima, OH 45805
Office Phone: 419-998-3120 Fax: 419-998-3139

UNOH Learning Outcomes AU-126

Learning outcomes do not apply to NATEF AST or Master accredited schools.

Students are required to meet the following learning outcomes to receive articulation credit for AU-126, Steering and Suspension at the University of Northwestern Ohio.

General: Suspension and Steering Systems

1. Research applicable vehicle and service information, vehicle service history, service precautions, and technical service bulletins.
2. Identify and interpret suspension and steering system concerns; determine necessary action.

Steering Systems Diagnosis and Repair

1. Disable and enable supplemental restraint system (SRS).
2. Inspect rack and pinion steering gear inner tie rod ends (sockets) and bellows boots; replace as needed.
3. Determine proper power steering fluid type; inspect fluid level and condition.
4. Flush, fill, and bleed power steering system.
5. Inspect for power steering fluid leakage; determine necessary action.
6. Remove, inspect, replace, and adjust power steering pump drive belt.
7. Inspect and replace power steering hoses and fittings.
8. Inspect and replace pitman arm, relay (center link/intermediate) rod, idler arm and mountings, and steering linkage damper.
9. Inspect, replace, and adjust tie rod ends (sockets), tie rod sleeves, and clamps.
10. Identify hybrid vehicle power steering system electrical circuits and safety precautions.
11. Inspect electric power-assisted steering.

Suspension Systems Diagnosis and Repair

1. Diagnose short and long arm suspension system noises, body sway, and uneven ride height concerns; determine necessary action.
2. Diagnose strut suspension system noises, body sway, and uneven ride height concerns; determine necessary action.
3. Inspect, remove and install upper and lower control arms, bushings, shafts, and rebound bumpers.
4. Inspect, remove and install strut rods and bushings.
5. Inspect, remove and install upper and/or lower ball joints (with or without wear indicators).
6. Inspect, remove and install torsion bars and mounts
7. Inspect, remove and install front stabilizer bar (sway bar) bushings, brackets, and links.
8. Inspect, remove and install strut cartridge or assembly, strut coil spring, insulators (silencers), and upper strut bearing mount.
9. Inspect, remove and install track bar, strut rods/radius arms, and related mounts and bushings.
10. Inspect rear suspension system leaf spring(s), bushings, center pins/bolts, and mounts.

Related Suspension and Steering Service

1. Inspect, remove, and replace shock absorbers; inspect mounts and bushings.
2. Describe the function of the power steering pressure switch.

Wheel Alignment Diagnosis, Adjustment, and Repair

1. Perform pre-alignment inspection and measure vehicle ride height; perform necessary action.
2. Prepare vehicle for wheel alignment on alignment machine; perform four-wheel alignment by checking and adjusting front and rear wheel caster, camber and toe as required; center steering wheel.
3. Check toe-out-on-turns (turning radius); determine necessary action.
4. Check SAI (steering axis inclination) and included angle; determine necessary action.
5. Check rear wheel thrust angle; determine necessary action.
6. Check for front wheel setback; determine necessary action.

Wheels and Tires Diagnosis and Repair

1. Inspect tire condition; identify tire wear patterns; check for correct tire size and application (load and speed ratings) and adjust air pressure; determine necessary action.
2. Diagnose wheel/tire vibration, shimmy, and noise; determine necessary action.
3. Rotate tires according to manufacturer's recommendations.
4. Dismount, inspect, and remount tire on wheel; balance wheel and tire assembly (static and dynamic).
5. Dismount, inspect, and remount tire on wheel equipped with tire pressure monitoring system sensor.
6. Inspect tire and wheel assembly for air loss; perform necessary action.
7. Repair tire using internal patch.
8. Identify and test tire pressure monitoring system (indirect and direct) for operation; calibrate system; verify operation of instrument panel lamps.
9. Demonstrate knowledge of steps required to remove and replace sensors in a tire pressure monitoring system.



UNOH Learning Outcomes AU-127

Learning outcomes do not apply to NATEF AST or Master accredited schools.

Students are required to meet the following learning outcomes to receive articulation credit for AU-127, Hydraulic Brake Systems at the University of Northwestern Ohio.

General: Brake Systems Diagnosis

1. Research applicable vehicle and service information, vehicle service history, service precautions, and technical service bulletins.
2. Describe procedure for performing a road test to check brake system operation; including an anti-lock brake system (ABS).
3. Install wheel and torque lug nuts.

Hydraulic System Diagnosis and Repair

1. Diagnose pressure concerns in the brake system using hydraulic principles (Pascal's Law).
2. Measure brake pedal height, travel, and free play (as applicable); determine necessary action.
3. Check master cylinder for internal/external leaks and proper operation; determine necessary action.
4. Remove, bench bleed, and reinstall master cylinder.
5. Inspect brake lines, flexible hoses, and fittings for leaks, dents, kinks, rust, cracks, bulging, and wear; check for loose fittings and supports; determine necessary action.
6. Fabricate brake lines using proper material and flaring procedures (double flare and ISO types).
7. Select, handle, store, and fill brake fluids to proper level.
8. Identify components of brake warning light system.
9. Bleed and/or flush brake system.
10. Test brake fluid for contamination.

Drum Brake Diagnosis and Repair

1. Remove, clean, inspect, and measure brake drum diameter; determine necessary action.
2. Refinish brake drum and measure final drum diameter; compare with specifications.
3. Remove, clean, and inspect brake shoes, springs, pins, clips, levers, adjusters/self-adjusters, other related brake hardware, and backing support plates; lubricate and reassemble.
4. Inspect wheel cylinders for leaks and proper operation; remove and replace as needed.
5. Pre-adjust brake shoes and parking brake; install brake drums or drum/hub assemblies and wheel bearings; perform final checks and adjustments.

Disc Brake Diagnosis and Repair

1. Diagnose poor stopping, noise, vibration, pulling, grabbing, dragging, or pulsation concerns; determine necessary action.
2. Remove and clean caliper assembly; inspect for leaks and damage/wear to caliper housing; determine necessary action.
3. Clean and inspect caliper mounting and slides/pins for proper operation, wear, and damage; determine necessary action.
4. Remove, inspect, and replace pads and retaining hardware; determine necessary action.
5. Lubricate and reinstall caliper, pads, and related hardware; seat pads and inspect for leaks.
6. Clean and inspect rotor; measure rotor thickness, thickness variation, and lateral run out; determine necessary action.
7. Remove and reinstall rotor.
8. Refinish rotor on vehicle; measure final rotor thickness and compare with specifications.
9. Refinish rotor off vehicle; measure final rotor thickness and compare with specifications.
10. Retract and re-adjust caliper piston on an integrated parking brake system.
11. Check brake pad wear indicator; determine necessary action.
12. Describe importance of operating vehicle to burnish/break-in replacement brake pads according to manufacturer's recommendations.

Power-Assist Units Diagnosis and Repair

1. Check brake pedal travel with, and without, engine running to verify proper power booster operation.
2. Check vacuum supply (manifold or auxiliary pump) to vacuum-type power booster.
3. Inspect vacuum-type power booster unit for leaks; inspect the check-valve for proper operation; determine necessary action.

Miscellaneous (Wheel Bearings, Parking Brakes, Electrical, Etc.), Diagnosis and Repair

1. Remove, clean, inspect, repack, and install wheel bearings; replace seals; install hub and adjust bearings.
2. Check parking brake cables and components for wear, binding, and corrosion; clean, lubricate, adjust or replace as needed.
3. Check parking brake operation and parking brake indicator light system operation; determine necessary action.
4. Check operation of brake stop light system.
5. Replace wheel bearing and race.
6. Remove and reinstall sealed wheel bearing assembly.
7. Inspect and replace wheel studs.

Electronic Brake, Traction and Stability Control Systems Diagnosis and Repair

1. Identify and inspect electronic brake control system components; determine necessary action.
2. Diagnose poor stopping, wheel lock-up, abnormal pedal feel, unwanted application, and noise concerns associated with the electronic brake control system; determine necessary action.
3. Diagnose electronic brake control system electronic control(s) and components by retrieving diagnostic trouble codes, and/or using recommended test equipment; determine necessary action.
4. Bleed the electronic brake control system hydraulic circuits.
5. Test, diagnose, and service electronic brake control system speed sensors (digital and analog), toothed ring (tone wheel), and circuits using a graphing multimeter (GMM)/digital storage oscilloscope (DSO) (includes output signal, resistance, shorts to voltage/ground, and frequency data).
6. Diagnose electronic brake control system braking concerns caused by vehicle modifications (tire size, curb height, final drive ratio, etc.).



Articulation Agreement

The Matrix Trade Institute (MTI) believes high schools and vocational centers offer comprehensive coursework in technical fields, providing students with a strong basis for advanced education. Those possessing these technical skills may receive tuition credit for their proficiency.

Establishing a collaborative agreement between the MTI and high schools/vocational centers is deemed appropriate to acknowledge and reward graduates who have acquired proficiency in specific introductory classes. The MTI may offer a reduction in tuition to high school graduates who fulfill the agreed-upon course requirements outlined in this document.

The determination of tuition credit eligibility will be made by authorized personnel at the MTI. The number of tuition credits to be granted will vary on an individual basis. Students seeking tuition credit must undergo the MTI proficiency test in one or both offered classes. Articulating students can receive a tuition credit of up to \$2,000. The awarded amount will be credited against the tuition amount upon passing the class proficiency test prior to attending.

To benefit from this agreement, students should:

- ❖ Obtain the Articulation Application from your MTI Admissions Representative.
- ❖ Take the form to his/her high school for completion and approval by both the student's instructor and guidance counselor. The student must also sign the form, affirming that he/she has undergone the necessary training and have achieved the attached learning outcomes.

Once approved by the student's instructor and counselor and signed by the student, the school's superintendent/director should endorse the form and send it to the Admissions Office at the MTI. Upon review by the MTI's personnel, the student will be notified of the opportunity to take the MTI proficiency test for eligibility of tuition credit.

- ❖ Articulating students must begin their MTI training program within one year of their high school graduation.
- ❖ Articulating students that pass the proficiency test(s) must still attend and participate in the class(es).

COURSES OFFERED FOR TUITION CREDIT

MTI-104 Steering and Suspension:

- ❖ Students should have completed a 2-year automotive training program in high school, achieving a grade of "B" or higher each year.
- ❖ Schools with ASE EDUCATION FOUNDATION/NATEF accreditation at the MLR level or those without ASE EDUCATION FOUNDATION/NATEF accreditation can explore articulation opportunities with MTI by meeting the specified learning outcomes for MTI-104, Steering and Suspension Technology.

MTI-105 Brake System Technology:

- ❖ Students should have completed a 2-year automotive training program in high school, achieving a grade of "B" or higher each year.
- ❖ Schools with ASE EDUCATION FOUNDATION/NATEF accreditation at the MLR level or those without ASE EDUCATION FOUNDATION/NATEF accreditation can explore articulation opportunities with MTI by meeting the specified learning outcomes for MTI-105, Brake System Technology.

CATALOG DESCRIPTIONS OF COURSES LISTED

MTI-104 Steering and Suspension

96 Clock Hours (Electronic Learning/Lecture/Shop Training) This course will identify proper inspection and evaluation of a vehicle's tires, steering system, and suspension. Students will perform tire repairs and replacements, alignments and steering/suspension component replacement. Also included will be best road-test practices and their importance.

- Wheels and tires
- Suspension
- Steering systems and wheel alignment
- Tire pressure monitoring systems

MTI-105 Brake System Technology

77 Clock Hours (Electronic Learning/Lecture/Shop Training) This course teaches principles and procedures to perform repairs on vehicle braking systems. Training will include proper use of brake lathes and related equipment by performing brake services on actual in-service vehicles.

- Brake theory
- Hydraulic and power assist
- Disc and Drum brakes
- Antilock brakes, Traction Control and Stability Control Theory

- ❖ Programs accredited by ASE EDUCATION FOUNDATION/NATEF or higher must include a copy of their accreditation for the processing of this agreement. *For ASE EDUCATION FOUNDATION/NATEF Maintenance & Light Repair and non-ASE EDUCATION FOUNDATION/NATEF programs, please refer to the next page.*
- ❖ All schools seeking to articulate classes with the Matrix Trade Institute must either hold ASE EDUCATION FOUNDATION/NATEF accreditation, or they must meet the learning outcomes specified for each desired articulation class.
 - Reevaluation of Articulation Agreements will occur every five years to ensure that students receive the necessary information for credit eligibility.

**ASE EDUCATION FOUNDATION/NATEF and non-ASE EDUCATION
FOUNDATION/NATEF programs, initial the learning outcomes your program meets:**

Automotive:

 **MTI-104 Steering and Suspension**  **MTI-105 Brake System Technology**

MTI in accordance with high schools/vocational centers, agree that a student completing technical education training in automotive may be eligible for discounted tuition.

Matrix Trade Institute
Institution

Institution

Matrix Trade Institute Representative

Superintendent/Director

Date

Date

Agreement is active for five (5) years.

Return agreement to:
The Matrix Trade Institute
Attention: Admissions
23632 Mercantile Rd.
Beachwood, OH 45805

SING ME A STORY COMMISSION AGREEMENT

This Commission Agreement (the "Agreement") is entered into effective as of the 1st day of July, 2024 by and between The Sing Me a Story Foundation ("Foundation") with its principal office at 1606 Porter Rd., Suite 300, Nashville, TN 37206 and the Wadsworth City School District Board of Education ("Commissioner") whose address is 524 Broad Street Wadsworth Ohio 44281.

WHEREAS, Foundation is the owner and producer of the music Activity known as Sing Me a Story; and

WHEREAS, Commissioner is desirous of being a commissioner of the Sing Me a Story Composition being performed in Wadsworth High School, N/A, on the date February 25, 2025, 2025 (the "Activity"); and

WHEREAS, Commissioner and Foundation would like to enter into an agreement regarding the terms of Commissioner's Commission of the Activity.

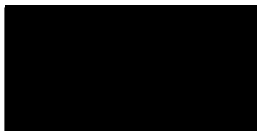
GENERAL : Commissioner understands that Sing Me A Story Foundation, its employees, agents, and designees (collectively, "SMAS") intend to use photo, video, and/or audio recordings of the below school, organization, or event. Commissioner consents and acknowledges that commissioner has permission from the children and guardians of participating children in the Sing Me a Story Activity to appear in these recordings and any photo, video, or audio reproduction that SMAS deems appropriate for current or future uses—including being posted online—in accordance with the law and in furtherance of the SMAS nonprofit mission. Commissioner understands that Commissioner has no right to compensation from the sale, rental, loan or other use of the recordings and reproductions from this event.

Commissioner further agrees to the Commissioning Fee of \$1500 to be paid to Foundation within 30 days of delivering this executed agreement and upon receipt of invoice from Foundation.

"Foundation":

The Sing Me a Story Foundation
Foundation Legal Name

By:



Signature of Authorized Party

Austin Atteberry, Executive Director
Name and Title of Signatory

"Commissioner":

Commissioner Legal Name

By:

Signature of Authorized Party

Name and Title of Signatory

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR PHYSICIAN AGREEMENT
AND WAIVER OF LIABILITY AND RELEASE FORM**

The Wadsworth City School District Board of Education (“Board”) and the undersigned (“Contractor”) enter into the following agreement for the provision of services as an independent contractor:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Contractor shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.
2. Engagement: The Board engages Contractor as an independent contractor for the performance of certain professional services. Specifically, Contractor shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Contractor.
3. Term: This Agreement is effective as for the 2024-2025 school year (i.e., July 1, 2024, through June 30, 2025) and is expressly contingent on the Contractor holding a license to practice medicine in Ohio. Contractor understands that this Agreement shall terminate automatically if Contractor fails to hold a license to practice medicine in Ohio. The Board may also terminate this Agreement whenever the Board determines that the services of Contractor are no longer needed. Contractor may terminate this Agreement at Contractor’s option upon thirty (30) days prior written notice to the Board.
4. Payment: Contractor is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.
5. Other Compensation: Contractor agrees that under no circumstances shall Contractor accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of Contractor’s duties under this Agreement.
6. Duties: Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor’s duties under this Agreement. Contractor shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.
7. Independent Contractor: In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers’ Compensation insurance or any health or accident insurance to cover Contractor (or Contractor’s employees, if any). Contractor shall not be

Independent Contractor Agreement and Waiver of Liability Form

a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits for Contractor and Contractor's employees, if any. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.

8. Instrumentalities and Tools: Contractor shall supply the instrumentalities and tools necessary for Contractor to perform the services under this Agreement. Contractor may donate such additional medical equipment and supplies to the Board and students as Contractor sees fit, provided such donation does not remove any portion of the Board's control over the donation.
9. Indemnity and Hold Harmless: Contractor shall indemnify and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions.
10. Release and Waiver of Liability: Contractor shall perform work under this Agreement at Contractor's own risk. Accordingly, the Board requires as a condition of Contractor's service that Contractor fully release the Board and agree not to sue the Board for any claim that may arise out of the Contractor's service. By signing this Agreement, Contractor expressly agrees that, in consideration for being provided the opportunity to serve the public good on a pro bono basis, Contractor knowingly accepts the obligations described above and hereby **RELEASES, WAIVES, AND DISCHARGES** the Board, its members, employees, agents, personal representatives, successors and assigns, **FROM ANY AND ALL LIABILITY OR CLAIMS, KNOWN AND UNKNOWN, WHATSOEVER** arising out of this Agreement.
11. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. See 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.
12. Criminal Records Check: Contractor agrees that the services under this Agreement may require Contractor to work unsupervised with children on a regular basis. As a result, the Board requires Contractor to provide a set of impressions of Contractor's fingerprints to the Board so that a criminal records check can be conducted at the Board's expense. This criminal records check will be done before Contractor begins Contractor's duties and as a condition of Contractor's continued service under this Agreement. Pursuant to Board Policy 8142, if a criminal records check indicates that Contractor has been convicted of

or pleaded guilty to any of the offenses described in R.C. 3319.39(1) Contractor shall not be permitted to perform any services for the Board.

13. Compliance With Policies: Contractor agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer. Contractor agrees to display appropriate behavior at all times when providing services under this Agreement.
14. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Contractor that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.
15. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.
16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
17. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.
18. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.
19. Counterparts: 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. 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.

Thank you for your interest in being an independent contractor physician for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION: _____ Jill Stevens* Board President (In Official Capacity Only) _____ Douglas D. Beeman* Treasurer (In Official Capacity Only)	FOR INDEPENDENT CONTRACTOR: _____ _____
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Authorized Pursuant to Board Resolution No. _____

* This Agreement has no legal effect absent Board approval



SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

August 1, 2023 - July 31, 2026

Revised July 2024³

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SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

DECLARATION

The following benefit provisions apply to all those persons employed by the Board of Education and officially classified as a “Salary Exempt.” The following positions are classified Salary Exempt for the purpose of this Salary Exempt Employee Benefit Provision and will be referred to as “SEE” from this point on:

Career Pathway Compact Counselor
Job Training Compact Counselor

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

SALARY RANGE AND WORK SCHEDULE

	2023-2024		2024-2025		2025-2026		
Position	Low	High	Low	High	Low	High	*Days
Career Pathway Compact Counselor	\$84,635	\$102,273	\$86,751	\$104,830	\$89,354	\$107,975	204
Job Training Compact Counselor	\$69,978	\$87,738	\$71,727	\$89,931	\$73,879	\$92,629	~~194~~ 199

*8-hrs./day

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

CALAMITY DAYS

- A. Unless notified otherwise by administration, SEEs who are contracted to work in excess of two hundred and thirty five (235) or more days are expected to report to work when the school(s) in which they are employed are closed owing to an epidemic or other public calamity.
- B. SEEs who work in excess of two hundred and thirty five (235) days shall be paid for regular time lost if said epidemic or calamity prevents them from reporting, or causes them to be late.
- C. SEEs who work in excess of two hundred and thirty five (235) days are required to make every reasonable effort to be present to assist in the routine tasks to be performed and in coping with the emergency.

CELL PHONES

Cell phone reimbursements are given to SEEs based upon the following:

\$11/month for cell phone minute package; \$30/month for data package; \$492 total annually.

COMPENSATION SYSTEM (YEARLY)

CONCEPT

Each salary exempt employee has a base salary, the starting point of which is determined at his/her date of hire (see description below). Each year the Superintendents' of the Four Cities Compact, in consultation with their Boards of Education, will determine a dollar amount available for raises to salary exempt employees. If the Superintendents of the Four Cities Compact, in consultation with their Boards of Education, determine money is available, they will be responsible for determining how the money will be distributed to the employees. The Four Cities Compact Superintendents will determine a percentage increase that corresponds to each level of the evaluation instrument (ineffective, developing, skilled, accomplished). Each salary exempt employee's percentage increase

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

will be based upon the employee's summative (end of year) evaluation rating and the percentage the Four Cities Compact Superintendents set for the said rating. Within the parameters written above, the total compensation increase an employee receives in a given year cannot exceed the top of the salary range for his/her position in the year in question.

HIRING SALARIES

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

ATTAINMENT OF PERFORMANCE GOALS

At the beginning of each school year, the employee will set a minimum of two (2) performance goals collaboratively with his/her direct supervisor.

SALARY STRUCTURE ANALYSIS

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

RATIONALE

This system allows for performance-based financial incentives while creating an atmosphere where everyone has an equal opportunity for advancement within their respective range." The evaluation instrument is known to the employee from the beginning, thus eliminating to a great degree the idea of a supervisor being "arbitrary"

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

with decisions that are made. All of this is done within the dollar amount allocated by the Superintendents' of the Four Cities Compact, in consultation with their Boards of Education.

DISCIPLINARY PROCEEDINGS

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

EVALUATION

The Superintendent will institute and maintain a comprehensive program for the evaluation of SEEs. SEEs include positions listed on page one and any other SEE not included in an employee negotiating unit.

The purpose of a SEE Evaluation will be to assess the performance of SEE and to provide information upon which to base employment and personnel decisions. Evaluation should also assist SEEs to develop their professional abilities in order to better accomplish the effective management of the school system.

The evaluation criteria for each position will be in written form and will be made available to the SEE. Evaluations will be made by the person to whom the SEE is immediately responsible (See Appendix A). The results of the evaluation will be put in writing and discussed with the SEE by the person who makes the evaluation. A SEE whose contract is due to expire at the conclusion of the current school year shall have at least one (1) preliminary evaluation and one (1) final evaluation during such year. A written copy of the preliminary evaluation report shall be provided to the SEE at least sixty (60) days prior to any Board action on the renewal or non-renewal of the contract. A written copy of the final evaluation report shall be provided to the SEE at least five (5) days prior to any Board action on the renewal or non-renewal of the contract.

The SEE being evaluated will have the right to attach a memorandum to the written evaluation. The results of the evaluation will be kept in personnel records maintained in the central office. Information gathered and written evaluative documents used in retention, promotion or termination of a SEE will be accessible to the person concerned or his representative.

In order that there will be no conflict of interest in the supervision and evaluation of employees, at no time may any SEE be solely responsible for the supervision and/or evaluation of an employee if the SEE is directly related to that employee.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

HOLIDAY PAY

- A. Holidays granted and paid are as follows: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day. Good Friday also shall be a paid holiday in years when school is not in session on that day. SEE assigned to work two hundred sixty (260) days or more will also receive Fourth of July, Christmas Eve and New Year's Eve. SEE's whose regular job calendar requires them to work eleven (11) or twelve (12) months receive Juneteenth as a paid holiday. SEE's who work less than eleven (11) months and who are scheduled to work on Juneteenth or the observance of Juneteenth as part of their regular job calendar (not because of extra work opportunities) will also receive Juneteenth as a paid holiday.
- B. In order to qualify for holiday pay, a SEE must be either working his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday, or be properly excused. SEE's on unpaid leave shall not be eligible for holiday pay.
- C. In the event a holiday falls on Saturday, Friday will be the paid holiday. If it falls on Sunday, then, Monday will be the paid holiday.

FBI CHECK

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

INSURANCE

GENERAL PROVISIONS

A. Right to Insurance Benefits

In addition to the salary and other payments, the compensation of full-time SEEs shall include the insurance benefits provided herein. SEEs who are scheduled to work less than seventy-five percent (75%) of full-time shall not be eligible for insurance benefits. A full-time is defined as those who are contracted to work one thousand two hundred fifty (1,250) hours or more in a work year.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- B. Copy of Certificate of Insurance
 - 1. SEEs will receive a certificate of insurance which shall provide the specific benefits provided.
- C. Distribution of Explanation of Coverage(s)
 - 1. As amendments and/or changes in insurance coverages or carriers are made, SEEs will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided within sixty (60) days of the amendment and/or changes.
 - 2. A SEE hired during the term of this agreement shall, at the time of the signing of his/her contract, receive a written description of all insurance coverages in effect at that time.
- D. Distribution of Insurance Cards

Each SEE shall be issued a current insurance card.

Preferred Provider Organization (PPO)

- A. Method of Payment

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

Single: 9%

Family: 6%
- B. Specifications

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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

Notes:

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

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

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

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Precertification:

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

Pre-existing Exclusion Period: none

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

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

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

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

WELLNESS RIDER

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

The program includes the following provisions:

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- (2) Beginning in 2019 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein, credits shall be provided on the following basis:
- Participation in the immediately preceding period's onsite biometrics initiative or physician directed preventive exam.
 - Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth \$25/single or \$50/family.
 - Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
 - Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
 - Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$25/single or \$50/family.
- (4) For each year after 2018, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

preventive exam will have the opportunity to earn health credits for the following calendar year.

TERM LIFE INSURANCE

A. Right to Coverage

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

B. Method of Payment

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

C. Right to Purchase Additional Coverage

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

DENTAL INSURANCE

A. Right to Coverage

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

B. Method of Payment of Coverage

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

C. Right to Change Coverage Status

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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

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

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

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

➤ Oral exams (including evaluations by a specialist) are payable twice per calendar year.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered Service for people under age 16.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age 19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.
- Four periapical and two occlusal X-rays are payable per calendar year.
- Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period. Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
- Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
- Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12-month period. Chairside relining and rebase of dentures are payable once in any calendar year. Lab relining and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
- Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
- Implants and implant related services are payable once per tooth in any five-year period.
- Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

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

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

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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

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

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

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

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

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

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

LEAVE PROVISIONS

SICK LEAVE

- A. SEEs shall accrue sick leave as established by the Ohio Revised Code. Sick leave shall be charged as it is used in minimum increments of one-quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. The State mandated accumulation of sick leave is also established by the Ohio Revised Code. A SEE shall receive notification of his/her accumulated sick leave with each pay. A SEE who has not yet accumulated sufficient sick leave or who has

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

exhausted sick leave and personal leave shall be credited up to five (5) days of sick leave.

- B. SEEs may use sick leave, upon approval of the responsible administrative officer of the employee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and to illness, injury or death in the SEE immediate family. Sick leave may also be used as follows: (1) for pregnancy as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or child birth will not exceed six (6) weeks from date of delivery or eight (8) weeks from the date of delivery for a caesarean section, when documentation of the caesarean section has been provided; (2) for care of a spouse with a newborn baby up to a maximum of five (5) days. If a SEE requires more than five days, he/she will provide written documentation to the Superintendent; and (3) for the death of an aunt or uncle up to a maximum of two days. Babysitting for the SEE's children or grandchildren is an inappropriate use of sick leave. When the administration suspects an abuse in the use of sick leave, the administration has the right to require an affidavit from a physician to verify the use of sick leave. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.
- C. Any SEE whose job requires the operation of machinery or motor vehicle and who is on prescription medication that might impact the SEEs ability to perform those functions must immediately inform his/her supervisor and provide a physician's statement verifying the member's fitness to operate such machinery or motor vehicle.
- D. The local definition of "immediate family" is:
- Spouse of SEE
 - Children or grandchildren of SEE or of his/her spouse
 - Parents and stepparents of SEE and SEE's spouse
 - Brothers and sisters of SEE and SEE's spouse
 - Grandparents of SEE and SEE's spouse
 - Son-in-law and daughter-in-law of SEE or of his/her spouse
 - In the event of death, "immediate family" also includes aunts and uncles.

Any person *in loco* of the above (e.g., anyone residing in the same home with the SEE or any relative who clearly stands in the same relationship with the SEE as

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

any of those so specified). A SEE must provide a written description of the facts on the District absence report form supporting the *in loco* situation.

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

PERSONAL LEAVE

A. Right to Leave

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

B. Notice of Intent to Use Leave

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

C. Purpose of Leave

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

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

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

- F. A SEE who abuses personal leave will be subject to discipline, up to and including termination.

- G. A SEE will also be reimbursed one hundred fifty dollars (\$150.00) for each unused personal leave day(s) by June 30 of each year. If a SEE desires to have unused personal leave converted to sick leave in lieu of receiving one-hundred

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

fifty dollars (\$150.00) for each unused personal leave day, he/she must submit a letter to the Treasurer's office by June 15.

UNPAID LEAVE

A. Unpaid Leave – Short Term

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

B. Unpaid Leave – Long Term

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

PAID ADOPTION LEAVE

A. Adoptions in the United States

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

B. Adoptions Outside the United States

If a child outside of the United States is adopted, a SEE will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a twelve (12) month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the SEE and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed thirty (30) days.

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

UNPAID CHILD CARE LEAVE

A. Length of Leave

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

B. Eligibility for Leave

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

C. Right to Return from Leave

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

D. Rights While on Leave

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

E. Insurance Coverage While on Leave

A SEE on unpaid child care leave may continue all insurance coverage provided by this Agreement. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the SEE to the Treasurer.

JURY DUTY

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

LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

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

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

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

C. Leave not Covered

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

D. Duty to Report

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

ASSAULT LEAVE

A. Right to Leave

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

B. Notice of Intent to Use Leave

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

C. Rights While On Leave

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

D. Length of Leave

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

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E. Restrictions

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

F. Verbal Assault Leave

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

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PROFESSIONAL LEAVE

A. Eligibility for Leave

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

B. Application for Leave

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

C. Restriction

1. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of funds within the Board's annual appropriation.
2. The number of SEEs attending any particular conference may be limited, and priority generally will be given to a SEE who has not, previously, been assigned to attend conferences.

FAMILY AND MEDICAL LEAVE

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

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

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- B. A SEE may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the SEE.
- C. An eligible SEE may take up to twelve (12) workweeks of paid (if sick leave is available) or unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:
 - 1. The birth of a SEE's child and to care for the child up to age one (1);
 - 2. The placement of a child with a SEE for adoption or foster care, up to a twelve (12) month period after the placement;
 - 3. To care for the spouse, child, or parent of a SEE when that family member has a serious health condition;
 - 4. The SEE's inability to perform the functions of the position because of the SEE's own serious health condition.
 - 5. For qualifying military situations arising when a SEE's spouse, son, daughter or parent is on active duty or is called to active duty status.
- D. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.
- E. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the board are jointly entitled to a combined total of twenty-six (26) of FMLA leave if the leave is requested to care for a covered service member.
- F. For purposes of this section, a qualifying military situation arises when a SEE spouse, son, daughter, or parent is on active duty or called to active duty status

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

(i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:

1. Attendance at official military sponsored events
2. To provide or arrange for alternative child care or schooling
3. To make financial or legal arrangements to address the SEE address while on active duty
4. Counseling
5. Rest and recuperation, and
6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retired list.

- G. Sick leave taken shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.
- H. The Board shall maintain coverage under the group health plans and life insurance plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The SEE shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- I. The Board shall notify the SEE of FMLA eligibility within three business days of learning of the need for the FMLA leave.
- J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the SEE to see a mutually agreed upon health care

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The SEE and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the SEE does not attempt in good faith to reach agreement, the SEE will be bound by the second certification.

K. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
2. When medically necessary, a SEE may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The SEE shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a SEE may take leave intermittently or on a reduced-work schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the SEE to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
2. When a SEE is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions for his/her position.
3. Should a SEE not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the SEE control, the SEE shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. A

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

SEE shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the SEE health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

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

MILITARY LEAVE

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

MILEAGE REIMBURSEMENT

A SEE who is assigned to more than one (1) school per day and is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. SEEs will also be reimbursed for travel when required to attend mandatory training meetings that involve considerable distance. Rate of compensation is approved IRS rate.

PAYROLL PRACTICES

Paychecks will be biweekly on Friday, during the term of employment. SEEs are required to receive his/her wages in twenty-six (26) bi-weekly, substantially equal pays. In order to facilitate payroll procedures, pay will be one week in arrears. All SEEs are required to receive their paychecks via direct deposit and their pay stub via email.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

PERSONNEL FILES

A. Right to Review

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

B. Right to See Copy of Material in File

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

C. Right to Challenge Contents of File

1. A SEE will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.
2. Such document(s) will then be reviewed by an appropriate member of the administrative staff.
3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in ORC Section 1347.05 shall apply.

D. Maintenance of Files

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

E. Public Request to View Personnel Files

In the event any person, other than Administration or a Board member, seeks to review the personnel file of a SEE, the SEE shall be notified of such request.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review, if applicable.

SEVERANCE PAY

- A. A SEE shall receive severance pay upon quitting his/her employment in the District and/or retiring from active service providing he/she; (1) is approved for retirement benefits by the State Teachers Retirement System (STRS)/State Employees Retirement System (SERS), or (2) is at least fifty (50) years old and has worked at least ten (10) full years in the District, or (3) has fifteen (15) or more years service credit with the SERS and at least ten (10) full years of employment in the District.
- B. A qualifying SEE shall receive severance pay equal to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days of his/her accumulated and unused sick leave. If a qualifying SEE does not have sufficient sick leave to qualify for maximum severance resigns or retires after fifteen (15) or more years employment in the district, then the severance pay to which he/she is entitled shall be supplemented by one day's pay for each year of employment in the district, provided that the total severance pay shall not exceed the eighty (80) day cap.
- C. The payment shall be based on average hours assigned for the last three (3) years of employment. Hours will be based on the last three (3) wage notices issued by June 30 of each year. Wages will be based on final wage rate at the time of retirement.
- D. The payment will be made in one lump sum within ninety (90) calendar days of the last work day with the District.

VACATION DAYS

- A. SEEs assigned to at least two hundred sixty (260) days of work per year (excluding paid holidays) will be granted paid vacations as follows:
 - 15 days- 0 to 9 years
 - 20 days- 10 to 14 years
 - 22 days- 15 to 19 years
 - 25 days- 20 years and overFor purposes of vacation accrual, the passage of each August 1 defines one year.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

* SEEs who have twenty-seven (27) days of vacation as of July of 2023 will be grandfathered in at twenty-seven (27) days.

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

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

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

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

(Total years in a ten and one-half month [218 days] position) times (.85) example:

13 years as a ten and one-half month (218 days) employee moving to a twelve-month position $(13) \times (.85) = 11.05$ twelve-month years, therefore the SEE receives seventeen (17) prorated days of vacation and after three (3) years in the twelve (12) month position, the SEE would be entitled to twenty-two (22)-days of vacation.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

WADSWORTH CITY SCHOOLS EVALUATION INSTRUMENT

Wadsworth City Schools Evaluation Instrument Administrators and Exempt Employees

EMPLOYEE _____ EVALUATOR _____

DEPT. _____ POSITION _____ DATE _____

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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Wadsworth City Schools Evaluation Instrument Administrators and Exempt Employees

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