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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

FRIDAY, OCTOBER 4, 2024, 12:00 P.M.

STARTING AT FRANKLIN ELEMENTARY SCHOOL (200 RL HAVENS CRESCENT)

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Building Tours**
 - A. Franklin Elementary School (200 RL Havens Crescent)
 - B. Wadsworth Middle School (150 Silvercreek Road; arrive no later than 1:00 p.m.)
 - C. Wadsworth High School (625 Broad Street; arrive around 2:00 p.m. to view part of the student pep rally)
 - D. Overlook Elementary School (650 Broad Street; arrive no later than 2:30 p.m.)
 - E. Charles R. Parsons Administration Building (524 Broad Street; arrive no later than 3:20 p.m.)
- VI. Administrative Items**
 - A. Action Consent Items
 - 1. Recommendation to approve the Agreement between the Ohio School for the Deaf and Blind and the Wadsworth City School District Board of Education
 - 2. Recommendation to approve the Room and Event Contract between Kalahari Resorts & Conventions and the Wadsworth City School District Board of Education
 - 3. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between

Speech 101 Therapy and the Wadsworth City School District Board of Education, for
the period of October 4, 2024 through June 30, 2025

VII. Board Member Items

- A. Set 2024-2025 Goals

VIII. 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
October 4, 2024**

Agenda Detail Sheet

V. Administrative Items

A. Action Consent Items

- 1. Ohio School for the Deaf and Blind Agreement:** The Agreement between the Ohio School for the Deaf and Blind and the Wadsworth City School District Board of Education being recommended for approval will allow a student to attend the Ohio School for the Deaf and Blind, per the student's individual education program (IEP).

- 2. Kalahari Resorts & Conventions Contract:** The Room and Event Contract between Kalahari Resorts & Conventions and the Wadsworth City School District Board of Education being recommended for approval will allow our high choir to stay at Kalahari Resorts & Conventions on May 2, 2025 as part of a competition in Sandusky in which they will participate.

- 3. Speech 101 Therapy Contract:** The Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Speech 101 Therapy and the Wadsworth City School District Board of Education, for the period of October 4, 2024 through June 30, 2025 being recommended for approval will allow Speech 101 Therapy to use a virtual platform to provide bilingual and monolingual services by a team of psychologists, speech therapists, and occupational therapists, as needed per the needs of students.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 26, 2024

The Wadsworth City Board of Education met in Special Session on Thursday, September 26, 2024, at 12:00 P.M at Charles R. Parsons Administration Building, 524 Broad Street.

ROLL CALL

Present	Batey, Gordon, Beck, McComas
Absent	Stevens
Administrators	2
Staff	0
Visitors	0

24-09-105 APPROVAL OF BOARD MINUTES

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

Regular Meeting September 9, 2024

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

Motion Carried,

ADMINISTRATIVE ITEMS

24-09-106 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Batey**, to adopt the Personnel Consent Items from the September 26, 2024, Special Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education 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) Non-Teaching School Employees

Carrie Kemper	(eff. 09/12/24)
Krista Reed	(eff. 09/23/24)
Makayla Yarman	(eff. 09/25/24)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 26, 2024

b) Classified Substitutes

Paul Pepke

c) Supplemental Contracts

John Gramuglia	WMS Asst. Wrestling Coach (Vol.)
Shannon Hoover	WMS Asst. Wrestling Coach (Vol.)
Doug Miller	8th Grade Asst. Wrestling Coach
Molly Palecek	9th Grade Girls Basketball Coach
Kevin Williams	8th Grade Wrestling Coach
Josh Wilson	8th Grade Boys Basketball Coach

d) Madelyn Adkins Theater Technician

e) Volunteers

Melissa Amick	Hannah Hummer
Kelly Archinal	Sarah Jessen-Zook
Jacquelin Auten	Jill Jones
Brittany Basinger	Sarah Kershaw
Bambi Bowser	Rita Khongphatthana (eff. 09/09/2024)
Mike Bowser	Linda Kozlowsky
Tina Cargill	Maryann Kraus
Amy Casey	Jennifer Lau
Crystal Coffman	Anthony Laurene
Stephanie Colecchi	Kimberly Laurene
Hilary Derr	Nikki Madachik
Melanie Dickinson	Jason Marks
Allison DiMichele	Holly May
Amy Dooley	Lauren McPeek
Ashley Dunwald	Katherine Moore
Jessie Easley	Shauna Morrison
Tiffany Eiseman	Bethany Mosher
Patricia Fernbaugh	Carrie Nolin
Amanda Fowler	Julie Pagano
Nicole Frase	Lauren Pal
Mariah Grimm	Taylor Pifer
Jackie Gruelle	Brittney Quinn
Angela Heckel	Patrick Quinn
Maren Hill	Melanie Raines
Ashley Holbrook	Nina Rytwinski
Scott Hulet	Jerri Shultz

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 26, 2024

Lindsey Sikora
Steven Sikora
Tamara Stiver
Betsy Virkler
Erik Wallace
Joshua Watson

Barbara Wert
Ashley Whited
Jenna Williams
Laura Williams
Tiffany Wirth
Gennifer Yaggi

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

Motion Carried,

24-09-107 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **McComas**, to adopt the Action Consent Items from the September 26, 2024, Special Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve the General Service Agreement between Mood9, Ltd. and the Wadsworth City School District Board of Education. (ATTACHED)

VOTE: Present - Not Voting - Beck
Yea – McComas, Batey, Gordon
Nay – None

Motion Carried,

ITEMS OF THE TREASURER

24-09-108 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Beck**, to adopt the Action Item of the Treasurer from the September 26, 2024, Special Meeting, as presented:

A. ACTION ITEM

1. Recommendation to approve the Fiscal Year 2025 Amended Certificate of Estimated Resources. (ATTACHED)
2. Recommendation to approve the Fiscal Year 2025 Permanent Appropriations Resolution. (ATTACHED)

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 26, 2024

BOARD MEMBER ITEMS

24-09-109 The motion was made by **McComas**, seconded by **Batey**, to adopt the Board Member Items Ratification of Resignations from the September 26, 2024, Special Meeting, as presented:

A. Ratification of Resignations

- | | | | |
|----|-----------------------|---|-----------------|
| 1. | Margaret Demczyk | Non-Teaching Employee | (eff. 01/01/25) |
| 2. | Tina Headrick | | (eff. 09/26/24) |
| 3. | Molly Palecek | Vol. Girls' Basketball Asst. Coach (suppl.) | (eff. 09/17/24) |
| 4. | Rebecca Roe | Non-Teaching Employee | (eff. 09/28/24) |
| 5. | W. Michael Schmeltzer | Girls' Reserve Basketball coach | (eff. 09/24/24) |

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

Motion Carried,

24-09-110 The motion was made by **Batey**, seconded by **Beck**, to adopt the Board Member Items Ratification of Resignations from the September 26, 2024, Special Meeting, as presented:

B. Personnel Items

1. Recommendation to approve the amendment to the contract between Douglas D. Beeman, Treasurer, and the Wadsworth City School District Board of Education dated April 10, 2023.
2. Recommendation to approve the amendment to the contract between Andrew Hill, Superintendent, and the Wadsworth City School District Board of Education dated February 8, 2021.

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

Motion Carried,

RECORD OF PROCEEDINGS WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 26, 2024

ADJOURNMENT

24-09-111 The motion was made by **Beck**, seconded by **McComas**, to adjourn at **12:24** p.m.

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

Motion Carried,

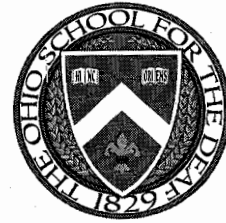
(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer



School for the Deaf

Mike DeWine, Governor
Stephen D. Dackin, Director, Ohio Department of Education & Workforce
Dr. Lou Maynus, Superintendent



Date 9/26/2024

OHIO DEAF AND BLIND EDUCATION SERVICES, OHIO SCHOOL FOR THE DEAF COOPERATIVE SPECIAL EDUCATION AGREEMENT WITH SENDING SCHOOL DISTRICTS

[REDACTED] School District: Wadsworth City Schools

The admission of students to Ohio Deaf and Blind Education Services, Ohio School for the Deaf is governed by Ohio Administrative Code §3301-51-20. In order to further clarify the manner in which Ohio Deaf and Blind Education Services, Ohio School for the Deaf and the sending school district will work separately and in conjunction to provide an appropriate special education program which meets the requirements of the law, the following points of agreement are necessary:

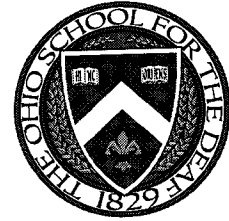
A. Responsibilities of the sending school district:

The sending school district agrees:

1. To convene an I.E.P. team meeting to review the student's evaluation findings, child's needs and to determine placement, in accordance with federal and state rules, regulations, standards, and policy memoranda on the education of handicapped children, including those pertaining to the concept of least restrictive environment.
2. To keep on file copies of the placement decision, the current I.E.P. and the most recent Evaluation Team Report (ETR) data.
3. To delegate their responsibilities for the development of the I.E.P. for the conducting of the annual review, and for the required three-year re-evaluation to Ohio Deaf and Blind Education Services, Ohio School for the Deaf.
4. To provide transportation services for each student placed at Ohio Deaf and Blind Education Services, Ohio School for the Deaf to include one additional trip per year in the case of student illness, injury or other emergency need. These services are to be provided as a related service and as such, shall be provided at no cost to the family. (Federal Regulations; 121 A.4., and 121a., 13.13). You should refer to standards 3301-51-10 for information relative to transportation costs, which are partially reimbursable to the school district by the state.
5. To provide a contact name and number for evenings and weekends in the event of an emergency.



**School
for the Deaf**



Mike DeWine, Governor
Stephen D. Dackin, Director, Ohio Department of Education & Workforce
Dr. Lou Maynus, Superintendent

6. To provide, when necessary, diagnostic medical services to determine a child's medically related handicapping condition which results in the need for special education and related services. (Required by 121a, 13 (b) (4)).

B. Responsibilities of Ohio Deaf and Blind Education Services, Ohio School for the Deaf:

Ohio Deaf and Blind Education Services, Ohio School for the Deaf agrees:

1. To accept the responsibility delegated to it by the sending district relative to the development and review of I.E.P.'s, annual reports, and evaluation data will be sent to the local school Superintendent. All initial I.E.P.'s will be written prior to enrollment and with the involvement of all the required participants.
2. To invite the sending school district to all I.E.P. meetings and any educational meeting that could impact the placement or programming of a student.
3. To keep the sending district updated as needed regarding the student's attendance data, current academic progress and any individualized student data.

Signature

Dr. Lou Maynus, ODBES Superintendent

Date

Signature

Anthony Coy-Gonzalez, OSD Principal

Date

Signature

Sending District Superintendent/Designee

Date

Wadsworth City Schools
May 2, 2025

Printed: September 26, 2024
Sales Manager: Kim Rininger

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

ROOM AND EVENT CONTRACT

DESCRIPTION OF GROUP AND EVENT

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

ORGANIZATION: **Wadsworth City Schools**

CONTACT:

Name: **Kalyn Davis**
Street Address: 625 Broad Street
City, State: Wadsworth, Ohio 44281
Phone Number: (330) 335-1400 Ext 21802
E-mail: kdavis@wadsworthschools.org

NAME OF EVENT: **Wadsworth High School**

OFFICIAL PROGRAM DATES: May 2, 2025 - May 3, 2025

CONCESSIONS:

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

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

Full contracted concessions are based on 85% or higher room block pick-up. In the event the group room night pick up falls below 85% contracted room nights, the hotel will modify contracted concessions to reflect a comparable reduction to the groups room block performance.

GUEST ROOMS

The Hotel agrees that it will provide, and Client agrees that it will be responsible for utilizing, 32 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

		Fri 05/02/2025	
	Occupancy	Rooms	Rate
Run of House	S/D/T/Q	32	\$199.00

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CLIENT INITIALS

WELCOME TO **KALAHARI**

RESORT FEE - WAIVED

In addition to the rates listed above there is a mandatory taxable resort fee of \$39.99 per room per night. The resort fee goes to cover costs associated with providing the highest level of amenities for our guests.

ROOMS INFORMATION

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

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

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

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

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

METHOD OF RESERVATIONS AND CUT OFF DATE

Rooming List

Reservations for the Event will be made by a rooming list. Client will forward the rooming list by **April 2, 2025**.

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

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

GUEST ROOM BILLING ARRANGEMENTS

The following billing arrangements apply:

Sleeping Room & Tax Charges: Bill to Master

ROOMS ATTRITION

Hotel is relying upon Client's use of 32 Total Room Nights. Client agrees that a loss will be incurred by Hotel should there be a reduction greater than 15% in Total Room Nights actually used.

Should the room nights actually used by Client be less than 85% of the Total Room Nights, Client agrees to pay, as liquidated damages and not as a penalty, the difference between 85% of the Total Room Nights and Client's actual usage of rooms, multiplied by the average group room rate of **\$199**. This clause applies only if the Hotel is unable to sell out all available sleeping rooms. In the event the Hotel sells out all available sleeping rooms, there are no liquidated damages associated with the Rooms Attrition clause.

Wadsworth City Schools
May 2, 2025

DAMAGES

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

INSURANCE

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

TAX-EXEMPT STATUS

To my knowledge, the group:

IS tax-exempt

IS NOT tax-exempt

Tax-exempt status must be arranged in advance by mailing or faxing a copy of the group's tax-exempt certificate. Without a valid Ohio tax-exempt certificate on file, Client will be charged all state, county and local sales and hotel taxes.

DIRECT BILL OPTION

At the sole discretion of Hotel, direct bill privileges may be extended for Master Account charges. To be considered for Direct Bill status, a Direct Bill Application must be submitted no later than 120 days prior to arrival. In the event Direct Bill Status is not granted, full payment of anticipated Master Account charges must be received at least 3 business days prior to arrival.

If direct bill privilege is extended, Hotel, in its sole discretion, may require Client to provide a personal guarantee of payment. If the direct bill is not paid in full when due, Client and personal guarantor, if any, agree as follows: (1) to a finance charge of 1½% per month (18.0% per annum), or the maximum allowed by law, whichever is less, on the unpaid balance from the date of original invoice, ~~(2) to pay all costs of collection, including actual attorney's fees,~~ and (3) that Hotel may cancel future event contracts of Client without notice and without penalty. *9/27/2024 MR*

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

MASTER ACCOUNT METHOD OF PAYMENT

The payment of anticipated charges on Master Account is due no less than 14 business days prior to arrival. Hotel must be notified in writing at least 14 days prior to arrival of all authorized signatories.

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

PRE-PAY Check

_____ Must be received no later than 14 days prior to arrival, tracking information must be provided for mailed checks.

PRE-PAY Credit Card

_____ Hotel will call Client for the card number.

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CLIENT INITIALS



For all Events where estimated charges exceed \$10,000.00, and direct bill privileges have not been extended, one hundred percent (100%) will be required prior to arrival based on the deposit schedule below. For Group's requesting direct bill privileges, this amount is subject to change and is at the sole discretion of the Hotel based on credit history.

Deposit Schedule	Amount Due
90 Days Prior to First Contracted Arrival Date	50% of Estimated Charges
60 Days Prior to First Contracted Arrival Date	Additional 25% of Estimated Charges
14 Business Days Prior to First Contracted Arrival Date	100% of Estimated Charges

ADVANCE PAYMENT

An advance payment of **\$500** will be required in order to hold arrangements on a definite basis. This advance payment is due on **Monday, October 14, 2024** and will be credited toward the Master Account.

This advance Payment will be made with:

Check - Tracking information must be provided for mailed checks.

Credit Card – Hotel will call client for the credit card number.

CANCELLATION

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

Cancellation – Months Prior To Arrival	Percentage Liquidated Damages	Liquidated Damages in Dollars
11 to 6 months prior to arrival	50%	\$3,184.00
Within 6 months prior to arrival	85%	\$5,412.80

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

The Hotel reserves the right to cancel client's event at any time outside 11 months prior to Client's arrival date. The Hotel will be responsible for refunding all deposits and paying as liquidated damages an amount equal to 10% of Client's estimated room revenue. This amount equals **\$636.80**.

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

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

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

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CLIENT INITIALS

WELCOME TO **KALAHARI**

COMPLIANCE WITH LAW

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

POLICIES AND PROCEDURES

2023-oh-policy-and-procedures-2.pdf (kalaharimeetings.com)

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

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulations and guidelines (collectively the "ADA"). ~~Each party further agrees to indemnify and hold the other party harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees on the basis of the indemnifying party's non-compliance with any of the provisions of the ADA.~~ Client agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of whom «ACCOUNT» is aware. 9/27/2024
MM

FORCE MAJEURE

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

INDEMNIFICATION

~~Each party to this Agreement shall indemnify, defend and hold harmless the other party and its officers, directors, agents, employees and owners from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney fees (collectively, "Claims"), to the extent arising out of or caused by the negligence or willful misconduct of any person or entity for whom the indemnifying party is legally responsible in connection with the provision of goods and services and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.~~ 9/27/2024
MM

SEVERABILITY

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

GOVERNING LAW

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

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

CLIENT INITIALS

ACCEPTANCE

This document is a contingent offer of a contract. It is contingent on the Hotel space and services described herein being open and available on the date Hotel receives the executed contract from Client. Client shall have the first option to contract the space and services until **October 14, 2024** unless notified otherwise by Hotel. After **October 14, 2024**, this contingent contract will become a second option with the space and services herein being made available to other clients on a first come-first served basis.

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

SIGNATURES

Approved and authorized by Wadsworth City Schools.

Name: _____ Title: _____

Signature: _____ Date: _____

Approved and authorized by Hotel:

Name: _____ Title: _____

Signature: _____ Date: _____

Please sign this agreement and return it to the address below by **Monday, October 14, 2024**.
A countersigned copy will be returned to you upon receipt.

BILLING CONTACT

If the final bill for this event should be sent to a person other than the signatory listed above, please provide contact information for that billing contact below: (All fields are required, so if the billing contacted is the same as the person listed above, please list "SAME" in each text box, or duplicate the information listed above.)

Name: _____

Title: _____

Billing Address: _____

Billing City, State, Zip: _____

Phone number: _____

Email Address: _____

CLIENT INITIALS

PERSONAL GUARANTY

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

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

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

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

~~In the event payments due under this guaranty are not punctually paid upon demand, then the undersigned shall pay all reasonable costs and attorney's fees necessary for collection, and enforcement of this guaranty.~~ 9/27/2021
MO

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

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

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

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

Signed _____ - Guarantor

Name: _____

Address: _____

Email: _____

Accepted by Kalahari Resorts & Conventions: _____

By: _____

CLIENT INITIALS





CREDIT CARD AUTHORIZATION FORM

To: Kalahari Resorts & Conventions:

I, _____ (Name on Credit Card) Authorize the Kalahari Resorts & Conventions to charge to my credit card for the full amount of all estimated charges + 15% (to cover late additions) incurred for the function to be held on _____ (Function Date). Please note it is your responsibility to notify your bank of this charge to accommodate the charge due to limit or daily restrictions.

Group/Organization Name: _____

Credit Card Billing Zip Code _____

Credit Card Type: _____

Credit Card last 4 digits: _____

Expiration Date: _____

Cardholder's Signature: _____

CLIENT INITIALS _____

**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 Speech 101 Therapy (“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:

Using a virtual platform, bilingual and monolingual services will be provided by a team of psychologists, speech therapists, and occupational therapists. Services will include the following:

- Completion of testing protocols for students using their native language to assess learning outcomes. Protocols will be provided by the contractor. The district agrees to provide a quiet testing environment with adult supervision where the testing can be done virtually and yield valid information. On an average, testing takes approximately 2 hours to complete.
- Develop a written report detailing the data gathered throughout the testing process. On an average, report writing takes approximately 2 hours.
- Attend a virtual ETR/IEP meeting to discuss the needs of the student and make recommendations based on the testing. On an average, these meetings will last approximately 1 hour.
- The bilingual team is trained in the field of education and is able to provide translation services using a virtual platform. The contractor is willing to secure the appropriate bilingual support for important meetings, as long as enough time is given to provide the appropriate native language support.

- Any additional consultation needed will be completed in writing and agreed upon by the Board and the Contractor.

2. TERM

This Agreement shall begin on October 4, 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:

The provider will bill the Student Services office on a monthly basis with all invoices paid once reviewed.

Example:

Service	Employee	Billed Rate	Total Due to Contractor by Board
Bilingual evaluator	Speech 101 Therapy	\$95.00/hr.	The district anticipates the possibility of 3 evaluations this year. Using the general evaluation guidelines, as well as what we know about our families and the students being evaluated, the district is estimating the cost to be \$1,710.
Monolingual evaluator		\$85.00/hr.	
Bilingual interpreter		\$58/hr.	
			Total: \$2,290

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 STSR 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: Speech 101 Therapy holds Professional Liability Insurance.
- 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:



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 [Speech 101 Therapy]:

Silvia Guerra M.S. CCC-SLP*

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)

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