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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

FRIDAY, APRIL 25, 2025, 1:00 P.M.

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

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Items**
 - A. Personnel Item
 - 1. Employments
 - a) Classified Substitutes
 - (1) Don Berube
 - (2) Jeffrey Smith
 - 2. Recommendation to approve two (2) hours of unpaid leave for Justine Cianchetti on May 8
 - B. Action Items
 - 1. Recommendation to approve the contract change order with FieldTurf USA, Inc.
 - 2. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Let's Habla, LLC and the Wadsworth City School District Board of Education, for the period of April 22 through June 30, 2025

3. Recommendation to approve the Game Craze Event Contract
4. Recommendation to approve the Pupil Transportation Agreement between Suburban School Transportation Company, Inc. and the Wadsworth City School District Board of Education for the 2025-2026 school year

VI. Board Member Items

A. Ratification of Resignations

1. Recommendation to amend the retirement date for Mr. Scott Kirven to 6/1/2025 (originally Board-approved 1/23/2025 for 9/5/2025 retirement date)
2. Recommendation to amend the retirement date for Gail Sheffield to 5/1/2025 (originally Board-approved 3/19/2025 for 6/1/2025 retirement date)

VII. 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.

VIII. Adjournment

Upon request to the Superintendent, the District shall make reasonable accommodations for a disabled person to be able to participate in this activity.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
April 25, 2025**

Agenda Detail Sheet

V. Administrative Items

B. Action Items

- 1. FieldTurf USA, Inc. Contract Change Order:** The contract change order with FieldTurf USA, Inc. being recommended for approval is necessary for the turf that will be installed in the courtyard of the new intermediate school and is a change order to the contract for the turf installation at Art Wright Stadium that will occur in June and was previously approved by the Board of Education at their September 9, 2024 meeting (see detail from that agenda item below). The cost for the change order will be paid out of the funds for construction of the new school building.

September 9, 2024 Agenda Detail:

Field Turf COOP Pricing Proposal: The FieldTurf USA Inc. COOP Pricing Proposal being recommended for approval will allow us to move forward with the replacement of the field turf at Art Wright Stadium during the summer of 2025. The anticipated turf replacement cost was built into our 2021-2025 Strategic Plan (see page 17 of the said plan) and has been updated over time to more accurately reflect current market pricing. The turf was originally projected to last around ten (10) years. Through maintenance of the field and annual inspections by Field Turf, we have been able to safely extend the life of the turf an extra three (3) years, but we have come to the point where it needs to be replaced next summer.

- 2. Let's Habla, LLC Agreement:** The Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Let's Habla, LLC and the Wadsworth City School District Board of Education, for the period of April 22 through June 30, 2025, will allow our school district to utilize the services of Let's Habla, LLC when student evaluations need to be completed in Spanish.
- 3. Game Craze Event Contract:** The Game Craze Event Contract being recommended for approval will allow Overlook Elementary School to rent equipment from Game Craze on May 20, 2025.
- 4. Suburban School Transportation Company, Inc. Agreement:** The Pupil Transportation Agreement between Suburban School Transportation Company, Inc.

and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval will allow our school district to continue to utilize the services of the Suburban School Transportation Company, Inc. when we are unable to provide transportation through district transportation to locations outside of the school district, per a student's individual education program (IEP).

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: April 17, 2025

The Wadsworth City Board of Education met in Special Session on Thursday, April 17, 2025, at 9:00 AM at Wadsworth High School, 625 Broad Street.

ROLL CALL

Present	Batey, Stevens, Beck, McComas
Absent	Gordon
Administrators	4
Staff	0
Visitors	0

PLEDGE OF ALLIGIANCE

25-04-61 APPROVAL OF BOARD MINUTES

The motion was made by **Stevens**, seconded by **Batey**, for approval and signing of Minutes from the April 14, 2025, Regular Meeting.

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

Motion Carried,

ADMINISTRATIVE ITEMS

25-04-62 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **McComas**, to adopt the Personnel Consent Items from the April 17, 2025, 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 prior to the start of the 2024-2025 school year, 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) Volunteer

Carrie Kerscher

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: April 17, 2025

25-04-63 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **McComas**, to adopt the Action Consent Items from the April 17, 2025, Special Meeting, as presented:

B. **ACTION ITEMS**

1. Recommendation to approve a second reading and adoption of the following Board of Education policies:

5113 Inter-District Open Enrollment (revised)

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

Motion Carried,

BOARD MEMBER ITEMS

EXECUTIVE SESSION

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

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

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: April 17, 2025

- 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 and E as listed above.

EXECUTIVE SESSION

25-04-64 The motion was made by **McComas**, seconded by **Batey**, to enter Executive Session at **9:04** a.m.

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

Motion Carried,

EXECUTIVE SESSION recessed at **9:58** a.m.

McComas left at 10:00 a.m.

TOURS

- A. Wadsworth High School (starting at 10:00 a.m.)
- B. Four Cities Compact Programs at Copley High School,
3807 Ridgewood Road, Copley, Ohio (starting at approximately 11:15 a.m.)

ADJOURNMENT

25-04-65 The motion was made by **Batey**, seconded by **Stevens**, to adjourn at **12:32** p.m.

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

Motion Carried,

(Signed) _____
Tim Beck, Vice President

(Attested) _____
Douglas D. Beeman, Treasurer

Contract Change Order Proposal



Date: Tuesday, March 25, 2025

COP#: 2

From: FieldTurf USA, Inc.
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

To: Wadsworth City School District
524 Broad Street
Wadsworth OH, 44281

Project: Art Wright High School
280 Grandview Ave
Wadsworth, OH 44281

Contact: Steve Moore

Phone: NA

Fax: N/A

Ref: 28983

Email: Smoore@wadsworthschools.org

Scope Description:

6" excavation
Rough Grade
Install Geotextile Fabric
Install 2" x 4" nailerboard around the perimeter
Install collector drain and tie into existing drain lines
Furnish & install 6" of Limestone base
3,769 SQF - FitTurf (see attached spec)

DESCRIPTION	QTY	UNIT	UP	PRICE
Turf + Install + Civil Work	1	EA	\$83,568.00	\$83,568.00
Performance and Payment Bonds	1	LS	\$962.86	\$962.86

TOTAL CHANGE ORDER: \$84,530.86

ORIGINAL CONTRACT: \$523,083.27

PREVIOUS CHANGE ORDERS: \$12,280.30

REVISED CONTRACT TOTAL: \$619,894.43

Notes/Exclusions:

- Quote is valid for thirty (30) calendar days
- The Contract Time will be increased by 10 days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order.

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a

FieldTurf USA, Inc

Owner/General Contractor

Authorized Representative

Authorized Representative

Date 3/25/25

Date

**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 Let’s Habla, 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:

Spanish Speech and Language Evaluation; includes parent interview, assessment of language and articulation, scoring and analysis and write up of report (testing materials are subject to change based on student need and clinical decision making of the therapist.) All data will be presented at the ETR meeting for the team to discuss.

2. TERM

This Agreement shall begin on April 22, 2025 and end on 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:

Invoice(s) will be submitted to the Student Services office for review and payment.

Example:

Service	Employee	Billed Rate	Total Due to Contractor by Board
Rare Services	Nydia A. Mendez, M.A., CCC-SLP	- Evaluation: \$750.00 - ETR & IEP Meetings: \$60/hour - Travel: \$.67/mile - Remote Assessment: Additional \$50.00 fee + Evaluation fee \$750.00	\$750/student + meeting hours + mileage

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. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If coverage changes, the Contractor must forward evidence of new coverage within ten days of the change.
- 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

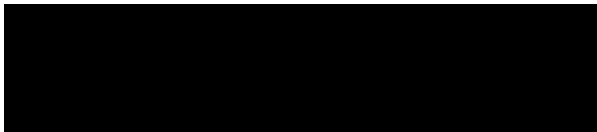
any person, company, and/or other entity without express written permission of the Board.

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 thirty 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 [CONTRACTOR]:

Nydia A. Mendez*

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:

Amanda Gordon*
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.

Amanda Gordon*
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

Order Summary

Please confirm all of the following is correct prior to signing this contract

☐ **Agree**

Event date and time:

Start time: Tuesday, 5/20/2025 @ 2:00pm

End time: Tuesday, 5/20/2025 @ 3:00pm

☐ **Agree**

Delivery address:

650 Broad St

Wadsworth, OH 44281

☐ **Agree**

All ride requirements including **space**, **power** and special needs (see "Activities Provided" section in the contract below) will be met by Client. If you are using your own generators (not recommended), be sure you have extra fuel and your generator meets the minimum power requirements as shown here

☐ **Agree**

Day of event contact phone number

☐ **Agree**

Setup surface

Grass - Stakes Permitted

☐ **Agree**

Retainer

A non-refundable retainer in the amount 179.87 is due upon signing of this contract. The remaining amount is due 14 days prior to Event start date. An Event with an outstanding balance, 10 days prior delivery, will be automatically charged to the credit card or checking account on file.

☐ **Agree**

Client to provide 0 volunteers to operate equipment (see "You or Your Company will" section in the contract below for further details) (Download Volunteer Worksheet)

☐ **Agree**



Client understands that failure to meet requirements as listed above and/or in the contract below may result in a delay in your event start time or an inability for us to setup and/or operate your activities.

If you have questions or are uncertain about any of the requirements listed on this page or your contract please contact your sales person prior to signing your contract.

Game Craze Event Contract & Invoice #41377135

Event Information

Name: _____ Location: Overlook Elementary Start: Tuesday, 5/20/2025 @ 2:00pm
 Address: 650 Broad St
Wadsworth, OH 44281 End: Tuesday, 5/20/2025 @ 3:00pm

Contact Information

Name: Dave Ryder Organization: Overlook Elementary Office Phone: (330) 335-1420
 Address: 650 Broad St
Wadsworth, OH 44281 Cell Phone: _____
 Email: dryder@wadsworthschools.org Fax Number: _____

You or Your Company will:

Ensure space requirements are met for each Activity as described below

1. Provide 1 **dedicated** 15/20 Amp GFCI Circuit(s) within 100' of setup area
2. Provide any required entrance and parking passes
- 3. Provide necessary permits and right to use
4. Ensure all participants agree to and comply with this agreement
5. Provide 0 able-bodied adult volunteer(s), (16 years of age or older) 20 minutes prior to event start and for the duration of the event

Activities Provided:



Foam Party Cannon Qty= 1 Space required: **Electricity:** Requires 1 **dedicated** 15/20 Amp

Circuit(s)

Game Craze will provide 1 staff to operate equipment.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Payment

A non-refundable retainer in the amount 179.87 is due upon signing of this contract. The remaining amount is due 14 days prior to Event start date or net 15 with prior written approval. An Event with an outstanding balance, 10 days prior delivery, will be automatically charged to the credit card or checking account on file. 2 % will be added monthly to the *unpaid balance* after fifteen days with a minimum charge of \$10. A \$35 service fee ~~plus any bank charges~~ will be charged for returned checks and the entire outstanding balance will automatically be charged to the credit card on file. The check amount ~~along with any state-allowable fees~~ may be collected electronically if the check is returned for insufficient funds. Tax exempt status forms are due prior to Event, tax will be charged if exempt form is not on file prior to Event start. Refunds on tax collected will not be given.

Delivery

All deliveries are for "standard" garage, front or backyard, truck accessible property and/or 1st floor businesses. Stairs, steps, locations that require the use of an elevator, grades more than 5%, setup area that is more than 200 feet from vehicle unload area, or access with less than 4' clearance are considered difficult setups and should be disclosed prior to booking. Delivery vehicles are not permitted to drive "off road" and must stay on paved or gravel surfaces. Additional charges will occur for "abnormal, difficult or time consuming" deliveries, failure to disclose may result in additional charges, reduced rental period not subject to our Rental Guarantee (see below) and/or cancellation of event subject to Cancellation policy (see below).

Lot of changes?

Weather Policy

Lessor reserves the right to cancel or postpone Event at any time due to inclement weather that Lessor feels poses a threat to people or equipment. Rides cannot be used in the rain or windy conditions. Cancelled events due to weather are subject to standard cancellation terms and conditions regardless of who cancels the event. There are no refunds due to weather.

Rental Guarantee

In the unlikely event where we are unable to provide Rental items as outlined in this contract, other than for weather related cancellations, a full refund will be issued. Lessor reserves the right to substitute Rentals listed above for Rentals with the same or greater value.

If any of your Rental Items are non operational during your event rental period, due to defects, you will receive a pro rated, transferable gift certificate (hereinafter collectively referred to as "Credit" or "Credits") for the actual rental cost of the item(s). A maintenance allowance of 5 minutes per hour is allowed without penalty. The following situations will void the Rental Guarantee: Items that become damaged due to misuse or neglect, inadequate electrical power, incorrect delivery address, failure to provide access to setup area upon arrival, failure to provide volunteers 15 min prior to event start or as agreed upon (where applicable), and/or failure to disclose non-standard setup locations (see Delivery above). Additionally, if you request our staff to stay later to make up for non operational time, this time will be considered partial or full Credit based on the service period pricing as outlined below. No Credits are given for delivery charges, staff costs, tax or other miscellaneous charges. If there is a discount applied to the Event, discounts will count towards the refunded amount.

Damage or Non Returned Equipment: Client is responsible for any loss or damage to Equipment and for their return in the same condition in which received, except for ordinary wear and tear. If any Rental Item is lost, not returned, not available for pickup or is damaged, due to misuse, neglect, or any other cause, intentional or otherwise, not arising out of defects in materials or workmanship or acts of God, Client will be liable for cleaning, repairs or replacement of damaged Equipment. Client agrees that any charges related to damaged items, non returned items or items needing to be cleaned may automatically be charged to the card on file or billed with net 15 day terms. *Client is responsible for client's actions.*

A damage waiver is made available at additional cost. Acceptance of damage waiver will not release Client from lost items, intentional misuse, or neglect.

Service Period

The service period for your Equipment is outlined above in the Event Information section, individual items may have different rental times. The service period may be extended to include additional, mutually agreed upon time Equipment is in your possession including early setup or late take down (see "Setup & Take Down"). If Client uses the Equipment for a time period in excess of the service period the additional time will be billed to the Client at standard rates with a 30 minute minimum. *will be billed to the Client at standard rates with a 30 minute minimum.* *if client uses for more than 30 min?*
~~In the event that the Lessor is charged with any third party fees, including but not limited to unloading fees, parking fees, or toll charges the Client is responsible for reimbursing the Lessor for any and all expenses + 20% processing. Client agrees that any additional service related charges may automatically be charged to the card on file or billed with net 15 day terms.~~ *4/22/2025*

We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation

This contract, after signing, is a legal and binding contract. Client may cancel within 24 hours of booking and receive a full refund provided the pick up / delivery is a minimum of 14 days from the booking date. Refer to the charts below for cancellation fees and minimizing your risk with our Weather/Damage Assurance Plan. Payments are non refundable, cancellations may result in a Credit for future events/rentals and is subject to availability.

An Assurance Plan can be added at time of booking or 2 weeks or more prior to your event date. Assurance Plans are nonrefundable, can only be used once and expire after use. Any rescheduled event is subject to availability of activities at the time of notification of postponement. Rescheduled events may opt to purchase a new Assurance Plan.

Cancellation Fees & Assurance Plan

	Standard Policy	Assurance Plan
Accidental damage protection:	Unprotected, \$0	\$500/item, \$2000 aggregate
Free cancellation before scheduled event:	30 days or Earlier	14 days or Earlier
Cancel at least 48 hrs before scheduled setup, you owe:	30%	20%
Cancel after the 48 hr mark but before 5:00pm the day prior to your event setup, you owe:	40%	30%
*Cancel after 5:00pm the day prior to your event setup but before setup starts, you owe:	50%	50%
*Cancel after setup start, you owe:	100%	100%
Apply cancellation fee to another event if next event occurs within:	16 weeks after cancelled event	12 months after cancelled event
*If you cancel after 5:00pm the day prior to your event, cancellation fees are not applied to future events. ~~If travel has occurred, client is also responsible for travel fees~~		

see below 4/22/2025

Merger Clause: No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, lessee agrees that no expressed warranty as to the condition of performance of any equipment and/or property leased by lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition ~~of pertaining~~ of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property. This signed agreement in conjunction with the signed instruction manual and reservation form contains the entire agreement between the lessor and the lessee. No amendment, whether from previous or subsequent negotiations between the lessee and the lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. ~~The invalidity or unenforceability of any particular provision of this contract.~~ The invalidity of unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Subtotal: \$ 359.75

Sales Tax: \$ 0.00 (If exempt, please provide documentation).

Total: \$ 359.75 * Full payment is due 14 days prior to event set-up date

Deposit Due Now:

\$179.87

Approved
by: _____

Date: _____

Please sign online or print all pages and send a signed copy of this contract, a tax exemption form (if applicable), and deposit to:

Game Craze

3750 Summit Rd
Norton, Ohio
44203

Phone: (330) 752-2351

Fax 330-568-5809

<http://GameCrazeParty.com>

Game Craze
3750 Summit Rd | Norton, OH 44203

Invoice 41377135

4/14/2025

Event Start:

5/20/2025 2:00pm

Event End:

5/20/2025 3:00pm

Overlook Elementary

Overlook Elementary

Dave Ryder

650 Broad St

Wadsworth, OH 44281

Foam Party Cannon(1)

Sub Total

359.75

Tax Exempt 0

0.00

Total

359.75

Payment in full is due 14 days prior to event

Game Craze | <http://GameCrazeParty.com> | (330) 752-2351

PUPIL TRANSPORTATION AGREEMENT 2025/2026

THIS AGREEMENT was made and entered into at Hinckley, Ohio effectively for **2025/2026**.

school year, by and between the **Wadsworth City Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio 44233. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Wadsworth City Schools** for any student requiring transportation. All students are provided with door-to-door services specified by the district.
2. SSTC will provide all routing of said students, including contact with the parent/guardian regarding pick up and drop off times and locations. Students may be transported with other students with possible cost reductions. Routing sheets will be kept on file with SSTC dispatching office.
3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, Blood Borne Pathogen Kit, fire extinguisher, first aid kit, blanket, and a snow brush.
4. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the SSTC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause any damage to a vehicle, the parent/guardian will be financially responsible for said damage.
6. SSTC will provide qualified drivers to operate said vehicles used in the noted transportation in accordance with all applicable State and Federal laws. SSTC will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements. SSTC will ensure to comply with all Rapback state regulations.
7. SSTC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance, including a \$5,000,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by SSTC.
8. The rate quoted to the district will be for round trip, unless otherwise specified. The district will be charged the daily rate for each day ~~the~~ ^{9/20/20} the particular school is scheduled to be opened, regardless, whether the student or students attend or not, and regardless, if the school is cancelled due to inclement weather or emergency. Should **Wadsworth City Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is SSTC's top priority. If SSTC believes it is unsafe to transport due to inclement weather, the parent/guardian will be contacted. Two-day notice is required if the student will be out for an extended amount of time due to illness or suspension. Also, a two-day

notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

9. **Wadsworth City Schools** will be responsible for obtaining the student(s) medical forms and attach it with the students request form. SSTC will maintain medical history reports in its dispatch office once received from the district.
10. Per our Policies & Procedures; Suburban Transportation does not permit or allow sexual abuse or molestation to occur in the workplace or at any activity sponsored by or related to it. Sexual abuse takes the form of inappropriate sexual contact or interaction for the gratification of the person who is a functioning employee. Sexual abuse includes sexual assault, exploitation, molestation or injury. It does not include sexual harassment, which is another form of behavior which is also prohibited by Suburban Transportation.
11. All employees are issued SSTC identification badges to be always worn and visible.
12. All vehicles to be used to transport eligible students who are confined to wheelchairs or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie-down system.
13. Attendants or monitors will be provided to the district, if requested, at an additional rate. Any required ride-alone students will incur an additional cost for such transportation, *when agreed to by the district* *MM 4/20/2020*
14. SSTC may find it necessary to review various alternative accommodation to ensure the safety of the students during transportation. SSTC will always reserve the right to postpone transportation in the event a student becomes combative /violent and/or threatens or interferes with the safety and well-being of the public welfare, other passengers, or themselves. The attending school and parent /guardian will be notified at this time to discuss transportation options. Such alternative accommodation will be discussed with and agreed upon by the district prior to implementation. by SSTC.
15. In the event SSTC is requested to use a vehicle with special accommodation in order to ensure the safety of student transportation, an additional charge will be applied for such a service, *when the charge has been pre-approved by the district.* *MM 4/20/2020*
16. All vehicles will have "School Transportation" signs.
17. For the safety of all students transported by SSTC, we will not transport any students across picket lines when a strike is in progress.
18. SSTC will provide **Wadsworth City Schools** with a form to use for adding, changing, or deleting students. All student changes/requests must be submitted electronically or faxed on the provided SSTC form. No student transportation will begin unless the required form is submitted. SSTC requests at least 48-72 hours' notice when placing new student transportation to allow adequate time for placement. Requests received after 12:00 pm will not be guaranteed for the next business day (from August 15th thru September 15th. Please allow 5-7 days for student placement. After any three (3) requests for a student's time or location change during a billing cycle, an additional \$10 service charge per alteration may be applied.
19. Due to current instability and fluctuation in the energy sector fuel surcharges may apply, *when pre-approved by the district.* *MM 4/20/2020*

20. SSTC will be responsible for allowing 3 minutes for pickup at the student's home. If after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office, and the office will contact the school. If SSTC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for additional time. When an attempt to drop off an eligible student at home is unsuccessful, SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location. *AN additional charge related to this paragraph must be pre-approved by the district. MS 4/28/2025*
21. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of the invoice, ~~or late fees may apply.~~ *MS 4/28/2025*

In consideration of this agreement Suburban School Transportation Company, Inc., herein provided, that **Wadsworth City Schools** and Suburban School Transportation Company, Inc. will mutually agree on compensation on a case-by-case basis.

This contract will cover the period of **July 1, 2025, through June 30, 2026.**

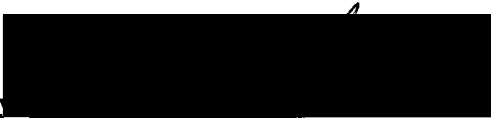
This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation, or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Wadsworth City Schools

Suburban School Transportation Company, Inc.

By: _____

By:  _____

Its: _____

Its: President

Date: _____

Date: April 1, 2025