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Resume (J. Golz)

Independent Contractor Agreement (Krupp Moving & Storage, LLC)

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

THURSDAY, JULY 10, 2025, 3:00 P.M.

WADSWORTH HIGH SCHOOL MAIN OFFICE CONFERENCE ROOM (625 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 Items
 - 1. Employments (Recommendations are contingent upon each individual receiving his/her license from the State Board of Education, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meets all other pre-employment requirements of the board.)
 - a) Certified Employees
 - (1) Joyce Golz
 - b) Non-teaching Employees
 - (1) Kathleen Christensen
 - (2) Melanie Grime
 - (3) Cynthia Wenneman
 - c) Supplemental Contracts
 - (1) Douglas Harig, Varsity Asst. Football Coach

(2) Meagan Neumann, Crisis Response Leader

2. Recommendation to approve the following be paid on an as-needed basis at BA-01 of the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education for work completed outside of their 2024-2025 work year and prior to the start of the 2025-2026 work year:

<u>Employee</u>	<u>Reason</u>	<u>Total Hours</u>
Caitlin Krauss	Grizzly Academy Planning	Not to exceed 15
Bethany Marcum	Grizzly Academy Planning	Not to exceed 15

B. Action Consent Items

1. Recommendation to approve the Independent Contractor Agreement for Non-STRS/SERS Covered Services between Krupp Moving and Storage, LLC and the Wadsworth City School District Board of Education for the period of July 21-25, 2025
2. Recommendation to approve the purchase of one (1) seventy-two (72)-passenger diesel school bus chassis from Cardinal Bus Sales & Service, Inc. for \$131,299.00, adjusted to \$127,299.00 with the trade-in of bus #41, and one (1) nine (9)-passenger micro-bus/MVP from Cardinal Bus Sales & Service, Inc. for \$81,758.00

VI. Board Member Items

A. Ratification of Resignations

1. Ron Hart, retirement, eff. 7/31/2025
2. Rosanne Heaton, eff. 6/12/2025
3. Jeff Jenkins, eff. 7/8/2025
4. Michelle Neiser, eff. 7/5/2025
5. Joseph Shalala, eff. 7/9/2025

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, A7, and E as listed above.

VIII. Adjournment

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

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
July 10, 2025**

Agenda Detail Sheet

V. Administrative Items

A. Personnel Items

1. Employments

a) Certified Employees

(1) Joyce Golz: Ms. Golz is being recommended to fill the middle school intervention specialist position that was left open when Ms. Hannah Mashek accepted another position within the district.

b) Non-teaching Employees

(1) Kathleen Christensen: Ms. Christensen is being recommended to fill the aide/special education aide position at Wadsworth Middle School that was left open when Ms. Jessica Blubaugh resigned.

(2) Melanie Grime: Ms. Grime is being recommended to fill the playground aide position at Isham Elementary School that was left open when Ms. Tammie Bozak retired.

(3) Cynthia Wenneman: Ms. Wenneman is being recommended to fill the cafeteria helper position at Lincoln Elementary School that was left open when Mr. Donnaven Russell accepted another position within the district.

B. Action Consent Items

- 1. Krupp Moving and Storage, LLC Agreement:** The Independent Contractor Agreement for Non-STRS/SERS Covered Services between Krupp Moving and Storage, LLC and the Wadsworth City School District Board of Education for the period of July 21-25, 2025 being recommended for approval will allow Krupp Moving and Storage, LLC to move items from Central Intermediate School to Wadsworth Intermediate School.

- 2. School Buses Purchase and Trade-In:** The purchase of one (1) seventy-two (72)-passenger diesel school bus chassis and one (1) nine (9)-passenger micro-bus/MVP and trade-in of bus #41 being recommended for approval finalizes the process that was started on February 10, 2025 when the Board of Education approved the Ohio Schools Council to advertise and receive bids on behalf of the Wadsworth City School District Board of Education for the said buses. The cost for the buses is included in our current five (5)-year financial forecast.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2025

The Wadsworth City Board of Education met in Special Session on Monday, June 30, 2025, at 3:00 PM at Wadsworth High School, Main Office Conference Room, 625 Broad Street.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

25-06-91 APPROVAL OF BOARD MINUTES

The motion was made by **McComas**, seconded by **Stevens**, for approval and signing of Minutes from the June 9, 2025, Regular Meeting.

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

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS, AND UPDATES

A. Special meeting set for 3:00 p.m. on July 10, 2025, at Wadsworth High School.

Strategic Plan: 3:00 p.m. on August 14, 2025, at Wadsworth High School
 3:00 p.m. on August 21, 2025, at Wadsworth High School
 5:00 p.m. on September 4, 2025, if needed

ADMINISTRATIVE ITEMS

25-06-92 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Stevens**, to adopt the Personnel Consent Items from the June 30, 2025, Special Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employment

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meets all other pre-employment requirements of the Board.)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2025

a) Certified Employees

Curtis Ashcraft
Peyton Chaddock
Caitlin Krauss
Bethany Marcum
Iain McDonald (Long-Term Substitute)
Courtenay Stallings (Long-Term Substitute)
Terry Stuart

b) Non-Teaching Employees

Richard Kidd

c) Supplemental Contracts

Dylan Kubilus	Band Camp Instructor
Doug Miller	Asst. Coach GRIT Football Academy
Brent Steiner	Asst. Coach GRIT Football Academy
Justin Todd	Coach/Director GRIT Football Academy

2. Recommendation to approve the following be paid on an as-needed basis at BA-01 of the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education for work completed outside of their 2024-2025 work year and prior to the start of the 2025-2026 work year:

<u>Employee</u>	<u>Reason</u>	<u>Total Hours</u>
Angela Wooldridge	Extended School Year Services	TBD*
Lindsey Miller (eff. 06/18/25)	Ohio State Testing Summer Prog.	TBD*
McKenzie Monroe	Required Prof. Development	TBD*
Brenna Walker	Required Prof. Development	TBD*
Hannah Maschek	Required Prof. Development	TBD*

* As needed, as determined by student need and supervisor pre-approval.

3. Recommendation to approve unpaid leave for Melissa Sapara for the 2025-2026 school year

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2025

25-06-93 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **McComas**, to adopt the Action Consent Items from the June 30, 2025, Special Meeting, as presented:

B. ACTION ITEMS

1. Recommendation to approve a second reading and approval of revised Board of Education Policy 5460, Graduation Requirements.
2. Recommendation to determine that the following students are impractical to transport for the 2025-2026 school year:
 - a) Joseph Olszewski St. Vincent-St. Mary
 - b) Juliana Schafer NEO Classical Academy
3. Recommendation to approve the Memorandum of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**
4. Recommendation to approve the Evolve Academy Agreement between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**
5. Recommendation to approve the Evolve Academy Agreement Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**
6. Recommendation to approve the Play Agreement between Concord Theatricals and the Wadsworth City School District Board of Education. **(ATTACHED)**
7. Recommendation to approve the purchase of risk management insurance, including cyber coverage and active shooter coverage, through the SeibertKeck Agency for the period of July 1, 2025, through June 30, 2026. **(ATTACHED)**
8. Recommendation to approve the Alternate School Food Authority (SFA) Agreement between Sacred Heart of Jesus School and the Wadsworth City School District Board of Education for the period of July 1, 2025, through June 30, 2026. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2025

9. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Dentist Agreement and Waiver of Liability and Release Form between Dr. Alex McIlvaine and the Wadsworth City School District Board of Education for the period of July 1, 2025, through June 30, 2026. **(ATTACHED)**
10. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Dr. Jeffrey Burkey and the Wadsworth City School District Board of Education for the period of July 1, 2025, through June 30, 2026. **(ATTACHED)**
11. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Physician Agreement between Dr. Michael Boyer and the Wadsworth City School District Board of Education for the period of July 1, 2025, through June 30, 2026. **(ATTACHED)**
12. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Physician Agreement and Waiver of Liability and Release Form between Dr. Brandon Bupp and the Wadsworth City School District Board of Education for the period of July 1, 2025, through June 30, 2026. **(ATTACHED)**
13. Recommendation to approve the County Service Agreement between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**
14. Recommendation to approve the Parent Square Terms of Use, Privacy Policy, and School Agreement. **(ATTACHED)**
15. Recommendation to approve the Wadsworth City School District Student Data Privacy Agreement for Technology Providers between Parent Square and the Wadsworth City School District Board of Education. **(ATTACHED)**
16. Recommendation to approve the Hometown Marketing Terms of Service and Privacy Policy, effective June 19, 2025. **(ATTACHED)**
17. Recommendation to sell a Haas Mini Mill for \$16,000.00 to the Kent City School District Board of Education, per [Board of Education Policy 7300, Disposition of Real Property/Personal Property](#). **(ATTACHED)**
18. Recommendation to approve the Settlement Agreement, Final Release, Discharge, Waiver, and Covenant Not to Sue Agreement. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2025

19. Recommendation to approve the Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 O.R.C. between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**
20. Recommendation to approve the following memoranda of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education: **(ATTACHED)**
 - a) Media Communications Program
 - b) Grizzly Academy Teacher Preparation Time
 - c) Kindergarten Teacher Start of the 2025-2026 School Work Year
 - d) Job Posting(s) Timeline

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

Motion Carried,

ITEMS OF THE TREASURER

25-06-94 The motion was made by **Stevens**, seconded by **Batey**, to adopt the Board Member Items Ratification of Resignations from the May 12, 2025, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to approve the FY 25 Advance and Transfers Report. **(ATTACHED)**
2. Recommendation to make Amendments to the FY 25 Certificate of Revenue. **(ATTACHED)**
3. Recommendation to adopt Final FY 25 Appropriations. **(ATTACHED)**
4. Recommendation to approve the Initial FY 26 Certificate of Revenue. **(ATTACHED)**
5. Recommendation to adopt Temporary FY26 Appropriations. **(ATTACHED)**

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2025

BOARD MEMBER ITEMS

25-06-95 The motion was made by **McComas**, seconded by **Batey**, to adopt the Board Member Items Ratification of Resignations from the June 30, 2025, Special Meeting, as presented:

A. **RATIFICATION OF RESIGNATIONS**

- | | | | |
|----|---------------|--|-------------------|
| 1. | Carla Daniels | Non-Teaching Employee | (retire 07/01/25) |
| 2. | Matt Hulme | Certified Teacher | |
| 3. | Matt Hulme | 9 th Grade Asst. Football Coach | |
| 4. | Brett Tanner | Supervisor | (eff. 07/18/25) |

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

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 public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2025

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

F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or 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, A7, and E as listed above.

EXECUTIVE SESSION

25-06-96 The motion was made by **Batey**, seconded by **McComas**, to enter Executive Session at **3:38** p.m.

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

Motion Carried,

EXECUTIVE SESSION recessed at **4:54** p.m.

ADJOURNMENT

25-06-97 The motion was made by **Batey**, seconded by **Beck**, to adjourn at **4:54** p.m.

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

Motion Carried,

(Signed) _____
Amanda Gordon, President

(Attested) _____
Douglas D. Beeman, Treasurer



My Mission:
**Empower every student with
the tools to grow, thrive, and
succeed in today's world.**

About Me

With over 19 years of experience in special education, I've taught students from kindergarten through 12th grade, always focused on supporting diverse learners in meaningful ways. I specialize in helping students build the skills, confidence, and real-world experience they need to succeed after school. Whether it's academic growth, workplace readiness, or personal development, I believe in celebrating progress, big and small, and using those moments to motivate and guide each student forward.

Skills

- Able to communicate clearly and professionally
- Able to bring a patient and supportive approaches to the workplace
- Able to adapt teaching and coaching methods to fit individual student needs
- Able to collaborate effectively
- Strong organizational skills for managing documentation, schedules, and individualized plans

Education

M.S Intervention Specialist Moderate to Intensive K-12 with Transition to Work Endorsement

The University of Akron
December 2007

Bachelor of Science in Early Childhood Education with minor in Child Development

The University of Akron
December 2003

Experience

Four County Career Center

**CTE Instructor: Guest Services and Skills
August 2020 to Present**

- Coach students in various entry level positions to develop skills and knowledge for competitive employment after graduating
- Adapt and implement a modified curriculum tailored to student's job sites for real world applications
- Track and report student progress using the SameGoal program, providing feedback before, during and after IEP & ETR meetings
- Collaborate with VOSE and Intervention Specialists to support student learning and workplace success

Bryan City Schools

**High School Intervention Specialist
August 2009 to August 2020**

- Served as Lead Intervention Specialist for students with severe cognitive disabilities, providing specialized instruction and support.
- Collected and documented data for IEPs, ETRs, and progress reports using the SameGoal program.
- Developed an inclusive and adaptable curriculum to meet the diverse learning needs of students.
- Administered Alternate Assessments (AA-AAAS) for students with significant cognitive disabilities who require assessments based on alternate academic achievement standards.

**NwOESC Hensch Autism Program
Intervention Specialist**

August 2007 to August 2009

- Collected and documented student data for IEPs, ETRs, and progress reports using the IEPWriter program.
- Developed an inclusive and adaptable curriculum to support the diverse learning needs of students with Autism (AU).
- Collaborated with Defiance College professionals to create opportunities for high school students to engage in simulated college and adulthood activities.
- Planned, implemented, and hosted family nights to showcase the program developed in collaboration with another Intervention Specialist, engaging the community and highlighting student achievements.

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 **Krupp Moving and Storage, LLC** (“Contractor”) (collectively, “Parties”).

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

WHEREAS the Board wishes to utilize the Contractor’s services and abilities, on an as-needed basis, 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.

WHEREAS the Contractor is licensed to operate in the State of Ohio, evidence of which is available at <https://businesssearch.ohiosos.gov?=businessDetails/1957719> (accessed on **June 13, 2025**).

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

1. ENGAGEMENT AND DUTIES

- 1.1. 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 on an as-needed basis.
- 1.2. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board on an as-needed basis.
- 1.3. 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 set forth herein.
- 1.4. The Contractor’s duties shall moving items from the **151 Main Street, Central Intermediate School, Wadsworth, Ohio 44281 to 675 Broad Street, Wadsworth Intermediate School, Wadsworth, Ohio 44281**.

2. TERM

- 2.1. This Agreement shall be on an as-needed basis beginning **July 21**, 2025, and ending **July 25**, 2025.
- 2.2. This Agreement shall not renew unless agreed to, in writing, by the Parties and pursuant to a dully approved resolution of the Board.

3. **COMPENSATION:** For all services rendered by the Contractor under this Agreement, the Contractor shall be paid pursuant to **the materials and job details, a copy of which is attached hereto and incorporated herein as Exhibit A.**

4. NON-STRS/SERS SERVICES

- 4.1. 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.
- 4.2. 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 this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- 5.1. The Contractor is self-employed.
- 5.2. 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.
- 5.3. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional, and satisfactory manner.
- 5.4. 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.
- 5.5. 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.
- 5.6. Neither party shall have the 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.
- 5.7. The Contractor shall assume sole responsibility for the payment and/or withholding of all local, state, and/or federal 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.

- 5.8. The Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act (“FLSA”) including, but not limited to, minimum wage and overtime requirements.
- 5.9. The Contractor shall indemnify and hold the Board harmless from any claims covered by this Agreement pursuant to Agreement.
6. ADHERENCE TO APPLICABLE POLICIES AND LAWS
 - 6.1. The Contractor agrees that the Contractor shall adhere to all applicable Board policies, guidelines, and standards, as well as all applicable local, state, 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.
 - 6.2. The Contractor further agrees that the Contractor’s employees, agents, representatives, and/or subcontractors shall adhere to all applicable Board policies, guidelines, and standards regarding proper behavior on Board premises and treatment of Board property.
 - 6.3. 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.
 - 6.4. 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. DUTY TO REPORT CHILD ABUSE AND NEGLECT: 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 and/or neglect.
9. 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.
10. 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.

11. LIABILITY INSURANCE

- 12.1. The Contractor shall provide the Board with a certificate of liability insurance naming the Board as an additional insured with coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate upon execution of this Agreement. The Contractor shall notify the Board in writing ten (10) calendar days prior to any lapse in liability coverage. The absence of liability coverage during the term of this Agreement may result in immediate termination of this Agreement.
- 12.2. The Board shall be named an "additional insured" for all insurance policies except workers' compensation.
- 12.3. 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.

12. CONFIDENTIALITY, EDUCATIONAL, AND STUDENT RECORDS

- 13.1. Confidential, educational, and student records shall only be released to the Contractor as provided by all applicable laws including, but not limited to, FERPA, as well as Board policies, guidelines, and standards.
- 13.2. The Contractor shall adhere to FERPA requirements and all other applicable laws, policies, guidelines, and standards regarding the use, maintenance, and/or disclosure of all confidential, educational, and student records.
- 13.3. 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, and/or federal laws and/or contrary to the purposes of this Agreement.
- 13.4. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement.
- 13.5. 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.

- 13.6. 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. STUDENT DATA AND TECHNOLOGY PROVISIONS

- 14.1. The Parties shall fully comply with R.C. 3319.325 to R.C. 3319.327 and applicable laws.
- 14.2. "Education records" shall have the same meaning as in the "Family Educational Rights and Privacy Act of 1974," 20 U.S.C. 1232g, and does not include any of the following:
- 14.2.a. Records of instructional, supervisory, and administrative personnel and educational personnel that are in the sole possession of the maker and are not accessible or revealed to any other person except a substitute teacher (R.C. 3319.325(A)(1)).
- 14.2.b. In the case of persons who are employed by a school district, records made and maintained in the normal course of business that relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose (R.C. 3319.325(A)(2)).
- 14.2.c. Records on a student who is eighteen years of age or older, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the person's professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice (R.C. 3319.325(A)(3)).
- 14.3. "Educational support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a school district board of education or an entity under contract with a school district designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services (R.C. 3319.325(B)).
- 14.4. "Information technology center" means an information technology center established under R.C. 3301.075 (R.C. 3319.325(C)).

- 14.5. "School-issued device" means hardware, software, devices, and accounts that a school district, acting independently or with a technology provider, provides to an individual student for dedicated student use (R.C. 3319.325(D)).
- 14.6. "Student" means an individual currently enrolled in a school district in any of grades kindergarten through twelve (R.C. 3319.325(E)).
- 14.7. "Technology provider" means a person who contracts with a school district to provide a school-issued device for student use and creates, receives, or maintains education records pursuant or incidental to its contract with the district (R.C. 3319.325(F)).
- 14.8. The Technology Provider shall comply with R.C. Chapter 1347 with regard to the collection, use, and protection of data as if it were a school district (R.C. 3319.326).
- 14.9. Education records created, received, maintained, or disseminated by the Technology Provider pursuant or incidental to a contract with a school district are solely the property of the school district (R.C. 3319.326(A)).
- 14.10. If education records maintained by the Technology Provider are subject to a breach of the security of the data, as described in R.C. 1347.12, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section (R.C. 3319.326(B)).
- 14.11. Unless renewal of this Agreement is reasonably anticipated, within ninety days of the expiration of this Agreement, the Technology provider shall destroy or return to the appropriate school district all education records created, received, or maintained pursuant or incidental to the contract (R.C. 3319.326(C)).
- 14.12. The Technology Provider shall not sell, share, or disseminate education records, except as provided by R.C. 3319.326 or as part of a valid delegation or assignment of this Agreement (R.C. 3319.326(D)).
- 14.13. The Technology Provider shall not use education records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent (R.C. 3319.326(E)). A commercial purpose does not include providing the specific services contracted for by the Board (R.C. 3319.326(E)). Nothing in this provision prohibits the Technology Provider from using aggregate information removed of any personally identifiable information for improving, maintaining, developing, supporting, or diagnosing the provider's site, service, or operation (R.C. 3319.326(E)).
- 14.14. This agreement ensures appropriate security safeguards for education records and specifically prohibits all unauthorized access by the Technology Provider's employees or contractors (R.C. 3319.326(F)(1)).
- 14.15. This agreement ensures appropriate security safeguards for education records and specifically mandates that the Technology Provider's employees or contractors may

be authorized to access education records only as necessary to fulfill the official duties of the employee or contractor (R.C. 3319.326(F)(2)).

14.16. Not later than the first day of August of each school year, the Board shall provide parents and students direct and timely notice, by mail, electronic mail, or other direct form of communication of this Agreement (R.C. 3319.326(G)). This notice shall do all of the following:

14.16.a. Identify the Technology Provider (R.C. 3319.326(G)(1)).

14.16.b. Identify the education records affected this Agreement (R.C. 3319.326(G)(2)).

14.16.c. Include information about the contract inspection and provide contact information for the school department to which a parent or student may direct questions or concerns regarding any program or activity that allows the Technology Provider access to a student's education records (R.C. 3319.326(G)(3)).

14.17. The Board shall provide parents and students an opportunity to inspect a complete copy of this Agreement (R.C. 3319.326(G)).

14.18. Except as described in this Agreement, the Parties shall not electronically access or monitor any of the following:

14.18.a. Location-tracking features of a school-issued device (R.C. 3319.327(A)(1)).

14.18.b. Audio or visual receiving, transmitting, or recording feature of a school-issued device (R.C. 3319.327(A)(2)).

14.18.c. Student interactions with a school-issued device, including, but not limited to, keystrokes and web-browsing activity (R.C. 3319.327(A)(3)).

14.19. Paragraph 14.18 of this Agreement does not apply in the following circumstances:

14.19.a. The activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by a district, a vendor, or the department of education and workforce (R.C. 3319.327(B)(1)).

14.19.b. The activity is permitted under a judicial warrant or subpoena unless otherwise prohibited by state or federal law (R.C. 3319.327(B)(2)).

14.19.c. Either party is notified or becomes aware that the device is missing or stolen (R.C. 3319.327(B)(3)).

- 14.19.d. The activity is necessary to prevent or respond to a threat to life or safety, and the access is limited to that purpose (R.C. 3319.327(B)(4)).
- 14.19.e. The activity is necessary to comply with federal or state law (R.C. 3319.327(B)(5)).
- 14.19.f. The activity is necessary to participate in federal or state funding programs (R.C. 3319.327(B)(6)).
- 14.20. In any year that either party elects to generally monitor a school-issued device for any of the circumstances described in Paragraph 14.19 of this Agreement, the Board shall provide written notice of that monitoring to the parents of its enrolled students (R.C. 3319.327(C)(1)). The Technology Provider shall reasonably assist the Board in providing this notice.
- 14.21. In the event that one of the circumstances described in Paragraphs 14.19.a or 14.19.b of this Agreement is triggered and the Board initiates responsive action, the Board shall, within seventy-two hours of the access, notify the student's parent and provide a written description of the triggering circumstance, including which features of the device were accessed and a description of the threat, if any (R.C. 3319.327(C)(2)). This notice is not required at any time when the notice itself would pose a threat to life or safety (R.C. 3319.327(C)(2)). The Technology Provider shall reasonably assist the Board in providing this notice.
- 14.22. In the event that one of the circumstances described in Paragraph 14.19.d of this Agreement is triggered and the Board initiates action in response Paragraph 14.19.d of this Agreement or pursuant to R.C. 2151.421, R.C. 3313.66, R.C. 3313.666, or R.C. 3313.669, the Board shall, within seventy-two hours of the access, notify the student's parent and provide a written description of the triggering circumstance, including which features of the device were accessed and a description of the threat, if any. (R.C. 3319.327(C)(3)). This notice is not required at any time when the notice itself would pose a threat to life or safety (R.C. 3319.327(C)(3)). The Technology Provider shall reasonably assist the Board in providing this notice.
- 14.23. Unless otherwise provided by law, no person shall release, or permit access to, educational support services data concerning any student attending a public school for any purpose (R.C. 3319.327(C)).

15. NOTICES

- 15.1. 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.

15.2. Such notices shall be provided to:

15.2.a. If to the Contractor:

2728 Akron Road
Wooster, Ohio 44691

15.2.b. If to the Board:

Board President, Treasurer, and Superintendent
625 Broad St.
Wadsworth, Ohio 44281

16. TERMINATION

16.1. This Agreement may be terminated without cause and without penalty by either party on five (5) calendar days written notice of said intent, delivered by certified or registered mail upon the other party at the address provided in this Agreement.

16.2. This Agreement may also be terminated immediately and without penalty the Board for the following reasons:

16.2.a. If required by law.

16.2.b. If the Contractor's service is reduced and/or eliminated upon the sole discretion of the Board.

16.2.c. 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.

17. GENERAL PROVISIONS

17.1. The terms of this Agreement shall prevail over any contrary term in any current and/or any future agreement between the Parties.

17.2. 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.

17.3. The terms of this Agreement shall only be modified in writing with the mutual agreement of the Parties.

- 17.4. This Agreement shall not be assigned and/or subcontracted by either party without the prior written consent of the other party.
- 17.5. 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.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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.
- 17.9. The Parties fully understand the meaning and intent of this Agreement including, but not limited to, its final and binding effect.
- 17.10. The Parties executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
- 17.11. 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.
- 17.12. 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.
- 17.13. 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.
- 17.14. 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.
- 17.15. 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]

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

**FOR KRUPP MOVING AND
STORAGE, LLC:**

Board President*
(In Official Capacity Only)

_____ Date

Superintendent*
(In Official Capacity Only)

Treasurer*
(In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____ (June _____, 2025)

*This Agreement has no legal effect absent Board approval.

[Treasurer Certificates 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 agreement 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.

Board President
(In Official Capacity Only)

Superintendent
(In Official Capacity Only)

Treasurer
(In Official Capacity Only)

[End of the Agreement]