



DISTRICT ADMINISTRATIVE OFFICE

110 Tippet Court
Sunbury, Ohio 43074
740.965.3010
www.bwls.net

Then and Now

The order with the vendor listed below was placed before a requisition was entered and before the order was approved. This is called a "Then & Now". Please provide an explanation in the space provided as to why the order was placed before the purchase order was approved.

Please return this completed form to me in the Treasurer's Office. This form will be attached to the purchase order in the event it requires Board approval or is part of an audit review.

Thank you,
Chazity Wrinkle
Accounts Payable Coordinator

PO #: 3211634

Date: 03/11/2021

Vendor: Delaware Co. Juvenile Court

Purchase Order Date 03/11/2021

Invoice Date: 12/18/2020

Explanation: Board approved contract on July 23, 2020 during the Covid-19 shutdown when our

offices were closed and staff was working from home. Purchase order 3200779

interpreted as a duplicate, and was closed. This created a carry over encumbrance

for 10,000.

Chazity Wrinkle

Originator's Signature

James J. Rusk

Administrator's Signature

Send All
Invoices

To BIG WALNUT LOCAL SCHOOLS
ATTN: ACCOUNTS PAYABLE
110 TIPPETT COURT
SUNBURY, OH 43074
740-965-3010

PURCHASE ORDER

Date
3/11/2021

Purchase Order No.
3211634
Page
001

THIS PO# MUST APPEAR ON ALL LETTERS, INVOICES, SHIPPING MEMOS, BILLS OF LADING, EXPRESS RECEIPTS AND PACKAGES.

I HEREBY CERTIFY THAT BOTH AT THE TIME THAT THIS CONTRACT OR ORDER WAS MADE (THEN) AND AT THE TIME THAT OF COMPLETING THE CERTIFICATION (NOW) THAT SUFFICIENT FUNDS WERE AVAILABLE OR IN THE PROCESS OF COLLECTION TO THE CREDIT OF THE RESPECTIVE FUND NOTED BELOW WHICH IS PROPERLY APPROPRIATED AND FREE FROM ANY PREVIOUS ENCUMBRANCE.

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7629 FAX:7408332659
DELAWARE CO JUVENILE COURT
ATTN: KAREN WADKINS
140 N. SANDUSKY STREET
DELAWARE, OH 43015

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BIG WALNUT -TREASURER'S OFFICE
110 TIPPETT CT
SUNBURY, OH 43074

ATTN: Angiehamberg

TERMS:

REQUISITION NO. CW182303

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT						
1.0000		* Treasurer to place order * Board Approved 7/23/2020 - SY 2020-2021 School Liaison Program	10,000.0000	10,000.00						
				PAGE TOTAL	10,000.00					
				GRAND TOTAL	10,000.00					
		FUND	FUNC.	OBJ.	SPCC.	SUBJ.	OPU	IL	JOB	AMOUNT
VERIFICATION OF RECEIPT OF GOODS		001	2129	419	0000	000000	000	00	000	10,000.00
<input type="checkbox"/> Order Complete <input type="checkbox"/> Items Back Ordered (Circle) Materials Checked by: _____ Date: _____ Return to Treasurer's Office Upon Completion										

IT IS HEREBY CERTIFIED THAT THE ABOVE AMOUNT REQUIRED TO MEET THE CONTRACT, AGREEMENT, OBLIGATION, PAYMENT OR EXPENDITURE FOR THE ABOVE, HAS BEEN LAWFULLY APPROPRIATED OR AUTHORIZED OR DIRECTED FOR SUCH PURPOSE AND IS IN THE TREASURY OR IN PROCESS OR COLLECTION TO THE CREDIT OF THE FUNDS OF THE BOARD OF EDUCATION FREE FROM ANY OBLIGATION OR CERTIFICATION NOW OUTSTANDING.

School Districts Are Exempt From Federal Excise Taxes And Ohio Sales Tax.

TAX EXEMPT

STATE ID: 51164460
FED ID: 31-6402329

THIS ORDER IS VOID UNLESS TREASURER'S CERTIFICATE IS SIGNED

Jeremy J. Burk

TREASURER, BOARD OF EDUCATION

Angela S Hamberg

SUPERINTENDENT

VENDOR COPY

Memorandum of Understanding

This Memorandum of Understanding is between the Delaware County Probate/Juvenile Court ("Court") and the Big Walnut Local School District ("BWLSD") as a means of defining the limited relationship shared with regard to the School Liaison Program ("SLP").

1. Offer

- a. The Court shall provide service through the SLP Program for the 2020-2021 school academic school year.

2. Acceptance

- a. By making the financial contribution listed below, the BWLSD fully accepts the terms of this MOU, based on the offer, consideration and other items listed in this Memorandum of Understanding.

3. Consideration

- a. The Court shall provide the following:
1. A Court employee who shall be bound by all county policies and shall provide all services incumbent upon the SLP;
 2. Office space, mileage reimbursement, electronic and technological requirements for the execution of the job duties required by the SLP.
 3. Other incidental provisions that will assist the SLP program that are normal and appropriate for the effectuation of the purpose of the SLP.
- b. The BWLSD shall provide the following:
1. Financial contribution of ten thousand dollars (\$10,000) to the SLP.
 2. Access to attendance logs/software, meeting rooms (when required and available), access to students and staff during the school day.
 3. Other incidental provisions that will assist the SLP program that are normal and appropriate for the effectuation of the purpose of the SLP.

4. Type of MOU

- a. The SLP shall serve as an independent contractor to the BWLSD, and the BWLSD shall not be responsible for and disclaim any contribution to OPERS pursuant to R.C. §145 *et. seq.*, or any other obligation than that of the amount specified in Section 3.b.1., identified above in this MOU. The Court shall assume all OPERS contributions, if any, on behalf of the SLP.

5. Insurance and Indemnification

- a. Each Party shall carry and maintain throughout the life of the MOU such general liability and vehicle insurance as will protect it and the Parties against any and all claims for personal injury, including death, loss of moneys/funds, or property damage, which may arise out of or result from the performance of or operations under this MOU or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this MOU, each Party shall present to the other current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this MOU. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect each Party and the Indemnified Parties against any and all liability or damages arising from the Services provided under the MOU. Each Party shall be responsible for any and all premiums for such policy(ies).

6. **Worker's Compensation**
a. Each Party shall, as applicable, carry and maintain, throughout the life of this MOU, Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Each Party shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the MOU either Party may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.
7. **Drug Free Environments**
a. The Court and BWLSD agree to comply with all applicable state and federal laws regarding drug-free environments and shall have established and have in place a drug free workplace policy. Each Party shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. **Competitive Bidding – Not Required**
a. Consistent with R.C. §307.86 and the requirements therein, this MOU is not required to be competitively bid.
9. **Drafting**
a. This MOU shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
10. **Signatures**
a. Any person executing this MOU in a representative capacity hereby warrants that he/she has authority to sign this MOU or has been duly authorized by his/her principal to execute this MOU on such principal's behalf and is authorized to bind such principal.
11. **Entire Agreement**
a. This MOU shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

SIGNATURES

Angie Pollock, Superintendent

Date


Katie Stenman, Court Administrator


Date