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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, MARCH 9, 2020, 7:00 P.M.
JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Regular Stated Meeting Minutes

V. Student/Staff Recognition

A. March Students of the Month

Student	Grade	School
Brysen Hall	04	Franklin Elementary School
Hailee Wilt	04	Isham Elementary School
Eva Smith	04	Lincoln Elementary School
Breyana Maxwell	04	Overlook Elementary School
Kelsey Johnson	04	Valley View Elementary School
Zachariah Sweet	05	Central Intermediate School
Jessica Cole	08	Wadsworth Middle School
Mark Adrion	12	WHS Career-Technical
Emma Cain	12	Wadsworth High School

*February Student of the Month presentations for CIS, WMS, and WHS Career-Tech will also be recognized: Ella Brandenburg (CIS); Joshua Hershberger (WMS); and Cassidy Farnsworth (WHS-CT).

B. Board of Education's School Spotlight for the Month of March: Overlook Elementary School and Franklin Elementary School

VI. Administrative Discussion Items, Presentations, and Updates

A. Presentation: English-Language Arts Textbook Adoption Process by Members of the English- Language Arts Textbook Adoption Committee
B. 2018 Varsity Boys' Soccer Team Recipient of National Team Academic Award
C. Kindergarten Registration for the 2020-2021 School Year
D. Students in Government Day
E. Set Special Board of Education Meeting Date to Review Progress Toward 2019-2020 Goals

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

   a) Peter Alexander, Non-teaching Employee
   b) Kimberly Tobias, Non-teaching Employee, eff. 2/18/2020
   c) Melanie Schneider, Non-teaching Employee
   d) Elise Muhl, Speech & Debate Judge, eff. 1/10/2020
   e) Supplemental Contracts, per attached list
   f) Classified Substitutes, per attached list
   g) Athletic Event Workers, per attached list
   h) Volunteers, per attached list
   i) Mike Recupero, Home Instructor

2. Resignations

   a) Joanne Gahan, CIS Principal, retirement eff. 7/1/2020
   b) Carol Drown, Substitute Bus Driver, eff. 2/11/2020
   c) Melissa Lance, Student Aide position only, eff. 3/6/2020
   d) Juli Erwin, Bear Cub Aide, eff. 3/9/2020

3. Recommendation to grant unpaid leave under FMLA to Melissa Lance, from the end of her allowable sick leave through March 6, 2020

4. Recommendation to amend the unpaid leave under FMLA for Amelia Capotosta, from the end of her allowable sick leave through May 3, 2020 (previously approved through March 16, 2020)

5. Recommendation to grant unpaid leave, up to two (2) years, to Pamela Hooser, effective February 11, 2020

6. Recommendation to grant unpaid leave under FMLA to Lydia Newcomer, from the end of her allowable sick leave through the end of the 2019-2020 school year

7. Recommendation to grant unpaid leave under FMLA to Hannah Lahiff, from the end of her allowable sick leave through the 2020-2021 school year

8. Recommendation to grant .75 hour of unpaid leave to Courtney Stassinis on May 15, 2020

9. Recommendation to approve Karl Elsass as a member of the Business Advisory Council (BAC)

10. Recommendation to grant unpaid leave to Laurie Freund on December 4, 2020

B. ACTION CONSENT ITEMS

1. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education policies:

a) 1520, Employment of Administrators (revised)
b) 2464, Gifted Education and Identification (revised)
c) 3120, Employment of Professional Staff (revised)
d) 3120.04, Employment of Substitutes (revised)
e) 3120.05, Employment of Personnel in Summer School and Adult Education Programs (revised)
f) 3120.08, Employment of Personnel for Co-Curricular/Extra-Curricular Activities (revised)
g) 4120, Employment of Classified Staff (revised)
h) 4120.08, Employment of Personnel for Co-Curricular/Extra-Curricular Activities (revised)
i) 4124, Employment Contract (revised)
j) 5460, Graduation Requirements (revised)
k) 5460.02, Students At-Risk of Not Qualifying for a High School Diploma (new)
l) 6107, Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures (revised)

2. Recommendation to approve the Agreement for the Provision of Limited Professional Services with Barber & Hoffman, Inc.

3. Recommendation to approve the following Barons Bus Lines Confirmations:

    a) Isham Elementary School trip to Columbus, OH on 5/21/2020
    b) Lincoln Elementary School trip to McKinley Museum & Monument on 5/19/20
    c) Lincoln Elementary School trip to Cleveland, OH on 5/21/2020

4. Recommendation to approve an overnight field trip for the Engineering Design and Technology, Programming and Robotics students to attend the National Robotics Championship in Marion, Ohio, departing April 2 and returning April 4,2020

5. Recommendation to approve the following as chaperones for the WHS Spring Fling Dance on Friday, March 6:

    a) Maria Daull
    b) Debbie Lake
    c) Peggy Tanner

6. Recommendation to accept a $2,560 donation from the Isham Elementary School PTO

7. Recommendation to approve the Memorandum of Understanding between College Now Greater Cleveland and the Wadsworth City School District Board of Education for the 2020-2021 school year

8. Recommendation to approve the ComDoc Terms and Conditions

9. Recommendation to approve the Cleveland Metroparks Zoo Group Reservation Confirmation/Invoice

10. Recommendation to approve the revised Contract for Services with Great Sounds DJ Services, effective January 8, 2020

11. Recommendation to approve the Contract for Services with Great Sounds DJ Services

12. Recommendation to approve the Discovery Training, Route Building, or Assist Services Proposal between Tyler Technologies and the Wadsworth City School District Board of Education

13. Recommendation to approve the IC System Terms for Option Available to Pursue Legal Action

14. Recommendation to approve the Agreement between TKO Entertainment and the Wadsworth City School District Board of Education

15. Recommendation to approve the 2020 Create 8.5x11 Contract between School Datebooks and the Wadsworth City School District Board of Education

16. Recommendation to approve the Acuity Software Maintenance Agreement

17. Recommendation to approve the College Credit Plus Memorandum of Understanding School Year 2020-2021 between Kent State University and the Wadsworth City School District Board of Education

18. Recommendation to approve the revised 2020-2021 school calendar

19. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education

20. Recommendation to approve the 2020 High School/Middle School Soccer Assigning Contract

21. Recommendation to approve the revised Participation Fee for an Injured Student, as follows:

Scenario:	Amount Paid by Student:
Student is injured before regular season contests begin and does not participate in any contests during the season	$0.00
Student is injured, and, as a result of the injury, participates in less than half of the regularly scheduled contests	$50.00
Student is injured but participates in half or more of the regularly scheduled contests	$100.00

22. Recommendation to declare the following students impractical to transport, enabling their parents/guardians to apply for state transportation reimbursement for the 2019-2020 school year:

    a) Megan Lucey, to Northside Christian Academy (parents: Tommy and Analise Lucey)
    b) Peighton Scandlon, to Medina Christian Academy, Medina (parent: Susan Scandlon)
    c) Luke Oesterling, to Medina Christian Academy, Medina (parents: Jason and Janeen Osterling)
    d) Nicholas Fortunato, to Archbishop Hoban High School, Akron (parents: Nick and Kristin Fortunato)
    e) Christina Lamoreux, to Medina Christian Academy, Medina (parent: Denise McMillion)
    f) Zachary Lamoreux, to Medina Christian Academy, Medina (parent: Denise McMillion)
    g) Kimberly Krzic, to Medina Christian Academy, Medina (parent: Kimberly Krzic)

23. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C, and Rule 3301-48-02(F) with the Rittman Exempted Village Schools Board of Education

24. Recommendation to approve the Non-Public Title 1 Interagency Agreement between Norton City Schools, Sacred Heart of Jesus School and the Wadsworth City School District Board of Education

25. Recommendation to approve the Junior Library Guild Terms and Conditions and Privacy Policy

26. Recommendation to approve the Today's Classroom LLC Terms and Conditions

27. Recommendation to approve the Knewton Enterprise Service Terms and Conditions, including the March 4, 2020 amendment

28. Recommendation to approve the Local Level User Agreement

29. Recommendation to approve the IC System Recovery Plus Agreement

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Announce the Wadsworth City Schools Board of Education received a clean unqualified opinion on the Fiscal Year 2019 audit, and it is available for review on the district website. In addition, the district received the Auditor of State Award for the second year in a row and sixth out of the last seven years.

2. Recommendation to adopt a resolution to accept the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and

certifying them to the Medina County Auditor

3. Recommendation to transfer $4,455.51 from the General Fund (001) to the Speech and Debate Fund (200-919H)

4. Recommendation to transfer $12,119.22 from the General Fund (001) to MHJ Grant: STEM Camp (019-9107) and $4,230.74 from the General Fund (001) to STEM Camp Local Grants Fund (019-9108)

5. Recommendation to approve the appointment of Robert Tibbitts to the Library Board of Trustees to fill the unexpired term of Nancy Likens, ending on December 31, 2022

6. Recommendation to adopt a resolution authorizing the Board of Education of Wadsworth City School District to join the Ohio School Pipeline Coalition

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

IX. Legislative Update

X. Floor Items

XI. Board Member Items

XII. 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 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

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, D and E as listed above.

XIII. Adjournment

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

EMPLOYMENTS
March 9, 2020

Supplemental Contracts

Christopher Atlas	Boys and Girls Varsity Asst. Track Coach, eff. 2/24/2020
Chris Beery	Boys Varsity Track Coach, eff. 2/24/2020
Matthew McConnell	Boys Varsity Asst. Track Coach, eff. 2/24/2020
Paul Pallini	Boys Varsity Asst. Track Coach, eff. 2/24/2020
Steve Webb	9th Grade Baseball Coach
Steven Deemer	Reserve Baseball Coach
Alex Laikos	Asst. Baseball Coach (Volunteer), eff. 2/19/2020
Nicholas Bebout	Asst. Baseball Coach (Volunteer), eff. 2/20/2020
Mike Schmeltzer	Asst. Softball Coach (Volunteer)
Tom Jackson	Spring Faculty Manager (50%)
Brian Watson	Middle School Girls Lacrosse Coach (Volunteer), eff. 2/27/2020
Matt Pavlak	Varsity Asst. Boys & Girls Track Coach, eff. 2/24/2020
Lexie Richards	Middle School Winter Cheerleading Advisor (prorated)
Jennifer Sorrent	Bus Ramp Duty (prorated)
Tim Yoder	Fine Arts Festival Performance Coordinator
Brenda Adley	Fine Arts Festival
Marlene Bossart	Fine Arts Festival
Dave Derrig	Fine Arts Festival
Shawna Flaherty	Fine Arts Festival
Diana Gorsuch	Fine Arts Festival
Matt Hastings	Fine Arts Festival
Sally Lucas	Fine Arts Festival
Andrea Miller	Fine Arts Festival
Amy Muhl	Fine Arts Festival
Brandon Nolin	Fine Arts Festival
Phil Seenes	Fine Arts Festival
Matt Shiarla	Fine Arts Festival
Jennifer Sorrent	Fine Arts Festival
Lisa Wallen	Fine Arts Festival
Tim Yoder	Fine Arts Festival

Classified Substitutes

Kayla Caplinger, eff. 2/13/2020

Athletic Event Workers

Division I Wrestling Regional Team Duals Tournament (2/8/2020 at WHS)

Sam Brandenburg, Tournament Site Manager ($275)
Brad Musgrave, Asst. Manager ($50)
Mike Kyner, Announcer ($75)
Mary Linn, Computer Data Entry ($50)
John Gramuglia, Weigh-ins/Score Table Coordinator ($75)

Lorraine Brandenburg, Computer/Score Table Data Entry ($75)
Val Dannemiller, Ticket Seller ($100)
Bonnie Montoni, Ticket Seller ($100)
Aly Hutton, Ticket Taker ($100)

Division I Girls Basketball Sectional Tournament (N. Royalton vs. Wadsworth), 2/15/2020 at WHS)

Brad Musgrave, Tournament Site Manager ($75)

*Other required personnel were paid at their previously board of education-approved athletic contest worker rate.

Volunteers

Lindsey Beckman
Stephanie Bever
William (Chad) Bever
Kristin Brubaker
Sarah Conrad
Jessica Feichtner
Amber Hastings
Jill Jones
Laura Kerstetter
Katie Lamb
Lindsay Lenze
Lindsay Lorton
Daniel Pol
Amy Radonich
Joshua Watson
Jeremy Watt
Angela Watters
Michelle Wyand

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
March 9, 2020

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

B. 2018 Varsity Boys' Soccer National Team Academic Award: Congratulations to our 2018 boys' varsity soccer team on receiving the National Team Academic Award from the United Soccer Coaches. This is our boys' soccer program's 14th National Team Academic Award and 8th consecutive. The award takes into account the varsity team's academic performance for the entire 2018-2019 school year. To receive the award, the team needs to have a cumulative grade point average (GPA) for the academic year of 3.25 or better based upon a non-weighted scale.

C. Kindergarten Registration for the 2020-2021 School Year: Kindergarten registration for the 2020-2021 school year is now open. Details can be found by clicking here.

D. Students in Government Day: The annual Students in Government Day will be held on April 2, 2020.

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

a. Peter Alexander: Mr. Alexander is being recommended to fill the part-time adult laborer position, an additional position for the district. Mr. Alexander will work a total of one hundred ten (110) days each year. The position will focus primarily on district grounds between April 1 and September 30.

b. Kimberly Tobias: Ms. Tobias is being recommended to fill the aide position at Isham Elementary School which was left open when Ms. Erin Veverka accepted another position within the district.

c. Melanie Schneider: Ms. Schneider is being recommended to fill the aide position at Central Intermediate School which was left open when Ms. Susan Howard accepted another position within the district.

B. ACTION CONSENT ITEMS

1. Board of Education Policies: The board of education policies being recommended for a first reading are necessary to comply with requirements found in Ohio Revised Code and other best practices.

2. Limited Professional Services Agreement with Barber & Hoffman, Inc.: The Agreement for the Provision of Limited Professional Services with Barber & Hoffman, Inc. being recommended for approval will allow representatives of Barber

& Hoffman, Inc. to oversee the repair work being completed on the infrastructure of our bus garage.

3. **Barons Bus Lines Agreement:** The Barons Bus Lines Agreement being recommended for approval will allow Barons Bus Lines to provide transportation for the following field trips:

    a) Lincoln Elementary School's field trip to the Harry London Chocolate Factory and the McKinley Museum and Monument on May 19, 2020
    b) Lincoln Elementary School's field trip to Cleveland Metroparks Zoo on May 21, 2020
    c) Isham Elementary School's field trip to the Ohio Statehouse and COSI on May 21, 2020

7. **College Now Greater Cleveland:** The Memorandum of Understanding between College Now Greater Cleveland and the Wadsworth City School District Board of Education being recommended for approval will allow our high school to continue to utilize the services of College Now Greater Cleveland during the 2020-2021 school year.

8. **ComDoc Terms and Conditions:** The ComDoc Terms and Conditions being recommended for approval will allow our school district to continue to purchase the Papercut Program utilized by our Technology Department to assist with our copy machines throughout our school district.

9. **Cleveland Metroparks Zoo:** The Cleveland Metroparks Zoo Group Reservation Confirmation/Invoice being recommended for approval details the terms and conditions for the May 21, 2020 Lincoln Elementary School field trip to the zoo.

10. **Great Sounds DJ Services:** The revised Contract for Services with Great Sounds DJ Services being recommended for approval modifies the contract previously approved by the Wadsworth City School District Board of Education on January 8, 2020. The revised contract includes language revisions and an additional cost of one hundred dollars ($100). This contract is for the March 6, 2020 Wadsworth High School winter formal dance.

11. **Great Sounds DJ Services:** The Contract for Services with Great Sounds DJ Services being recommended for approval is for the upcoming Wadsworth High School junior banquet.

12. **Tyler Technologies:** The Discovery Training, Route Building, or Assist Services Proposal between Tyler Technologies and the Wadsworth City School District Board of Education being recommended for approval will allow our new Transportation Supervisor, Ms. Erica Motz, to receive professional development on the school bus route program we purchase yearly from Tyler Technologies.

13. **IC System:** The IC System Terms for Option Available to Pursue Legal Action will allow IC System to seek legal remedy against a person who rented our facilities and has refused to pay the costs that were agreed to, per Wadsworth City School District Board of Education Policy 7510, Use of District Premises.

14. **TKO Entertainment:** The Agreement between TKO Entertainment and the Wadsworth City School District Board of Education being recommended for approval will allow TKO Entertainment to provide DJ services at the Wadsworth High School prom on May 9, 2020.

15. **School Datebooks:** The 2020 8.5 x 11 Contract between School Datebooks and the Wadsworth City School District Board of Education being recommended for approval will allow the purchase of elementary school student planners to be purchased for the 2020-2021 school year.

16. **Acuity Software Maintenance Agreement:** The Acuity Software Maintenance Agreement being recommended for approval will allow our school district to continue to make purchases from Acuity Software.

17. **Kent State University Memorandum of Understanding:** The College Credit Plus Memorandum of Understanding School Year 2020-2021 between Kent State University and the Wadsworth City School District Board of Education being recommended for approval provides details (financial and other) for Wadsworth City School District students participating in the College Credit Plus Program through Kent State University.

18. **Revised 2020-2021 School Calendar:** The revised 2020-2021 school calendar being recommended for approval includes the following, which was not on the calendar approved by the Wadsworth City School District Board of Education in 2018:

    - Preschool and kindergarten start date;
    - Parent/Teacher conference dates;
    - Elimination of the day off for students in preschool through 6th grade on April 12 due to the change in parent/teacher conference dates;
    - Delayed start dates for students in grades 7-12;
    - Change in January 2021 professional development day date (January 15, not the previously schedule January 29);
    - State testing dates that impact student attendance at the high school;
    - High school baccalaureate and commencement dates; and
    - Trimester (pre-k through grade 4) and quarter (grades 5-12) dates.

19. **Wadsworth Education Association (WEA) Memorandum of Understanding (MOU):** The MOU between WEA and the Wadsworth City School District Board of Education being recommended for approval details the start of the 2020-2021 school year for kindergarten teachers.

20. **2020 High School/Middle School Soccer Assigning Contract:** The 2020 High School/Middle School Soccer Assigning Contract being recommended for approval will allow Mr. Zachary Bastin of Law Five Assigning, LLC to assign soccer officials for the 2020 interscholastic soccer season.

21. **Participation Fee for an Injured Student:** The revised participation fee for an injured student being recommended for approval will allow adjustments to be made

to the one hundred dollar($100) student participation fee if a student is injured at some point before or during the season.

24. **Non-Public Title 1 Interagency Agreement:** The Non-Public Title I Interagency Agreement with Norton City Schools and Sacred Heart of Jesus School for the 2020-2021 school year being recommended for approval details the responsibilities of each entity in providing Title 1 services to Norton City School District students who attend Sacred Heart of Jesus School. This agreement is necessary because the Wadsworth City School District is the fiscal agent for federal Title 1 funds for Sacred Heart of Jesus School.

25. **Junior Library Guild:** The Junior Library Guild Terms and Conditions and Privacy Policy being recommended for approval will allow our school district to purchase materials through the Junior Library Guild for our libraries.

26. **Today's Classroom LLC:** The Today's Classroom LLC Terms and Conditions being recommended for approval detail the conditions for Today's Classroom LLC to deliver furniture to Lincoln Elementary School.

27. **Knewton Enterprise Service:** The Knewton Enterprise Service Terms and Conditions, including the March 4, 2020 amendment, being recommended for approval will allow our teachers to continue to use online components of our math curriculum offered through Knewton Enterprise Service.

28. **Local Level:** The Local Level User Agreement being recommended for approval will allow our school district to offer online ticket sales for events like drama productions, concerts, athletic camps and other activities.

29. **Recovery Plus Agreement:** The Recovery Plus Agreement between IC System and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to continue to work with IC System to collect outstanding fees from families who no longer have students enrolled in our school district and/or from entities that rented our facilities and did not pay their fees.

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

6. **Ohio School Pipeline Coalition Resolution:** School districts across the state that are impacted by the Nexus and Rover pipelines are collaborating to create a coalition to protect public utility property tax reductions from the pipeline companies.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: February 10, 2020

The Wadsworth City Board of Education met in Regular Session on Monday, February 10, 2020, at **7:00** P.M. at the James R. McIlvaine Performing Arts Center, 625 Broad Street.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer, McComas, Stevens
Absent	Gordon (*joined the meeting at 7:30 pm*)
Administrators	**11**
Staff	**5**
Visitors	**77**
Student Liaison	Logan Egleston

20-2-16 APPROVAL OF BOARD MINUTES

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

Regular Session January 8, 2020

VOTE: Yea - Kramer, McComas, Stevens, Batey
Nay - None Motion Carried,

STUDENT AND STAFF RECOGNITION

A. February Students of the Month

STUDENT	GRADE	SCHOOL
Jude Haller	04	Franklin Elementary School
Natalie Buzard	04	Isham Elementary School
Evangeline Sondles	04	Lincoln Elementary School
Isabella Hamilton	04	Overlook Elementary School
Addisyn Snyder	04	Valley View Elementary School
* Ella Brandenburg	06	Central Intermediate School
* Joshua Hershberger	08	Wadsworth Middle School
* Cassidy Farnsworth	12	WHS Career-Technical
Katherine Messam	12	Wadsworth High School

* Student of the Month presentation will be made at the March Board of Education meeting.

B. Board of Education's School Spotlight for the Month of February: Lincoln Elementary School and Central Intermediate School

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Central Intermediate School Redesignation.

B. Central Intermediate School Process Update.

C. January 17, 2020 Professional Development Day Schedule.

D. 274 Grandview Avenue/Art Wright Stadium Project Bid Update.

E. Athletic Trainer Services Request for Proposals.

F. Photographic Services Request for Proposals.

G. 2019-2020 Staffing Analysis and Class Size and Enrollment Projection Documents.

ADMINISTRATIVE ITEMS

20-2-17 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **McComas**, to adopt the Personnel Consent Items from the February 10, 2020, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

a)	Angela Carretta	Non-teaching Employee	(eff. 02/05/20)
b)	Anthony Boytim	Home Instructor	(eff. 02/10/20)
c)	Owen Chokreff	Theater Technician	
d)	Micah Beck	Theater Technician	
e)	Cora Bair	Certified Substitute	(eff. 01/10/20)
f)	Taylor Schrock	Certified Substitute	(eff. 02/06/20)
g)	Aerial Watson	Classified Substitute	
h)	Andrew Augustynovich	Classified Substitute	(eff. 01/29/20)
i)	Stacey Hornfeck	WMS Girls' Lacrosse Vol. Coach	(suppl.)

i) Volunteers

Jennifer Robinson	Dawn Wolf	
Elizabeth Becar	Darla Brown	(eff. 01/21/20)
Jennifer Meillat		

2. Resignations

a) Kim Krawczyk Bear Cub Aide position only (eff. 02/10/20)

3. Recommendation to grant unpaid leave to Deena Keller on January 30 and 31, 2020.

4. Recommendation to grant unpaid leave under FMLA to Katie Morfchak from the end of her allowable sick leave through January 3, 2021.

5. Recommendation to grant unpaid leave to Francine Walker (eff. 02/04/20) for a period not to exceed two (2) years.

6. Recommendation to non-renew the Supplemental Contract of Stacey Wilson.

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

20-2-18 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Gordon**, to adopt the Action Consent Items from the February 10, 2020, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept the following donations:

a)	Rich and Jane Fredrick	$500.00
b)	Franklin Elementary School PTO	$1,200.00
c)	Bruce & Joanne Manning	$500.00
d)	The Chapel	$1,000.00
e)	Matthew and Erica Price	$500.00
f)	Ronald McDonald House Charities	$500.00
g)	The Hulme Family	$1,000.00
h)	Wadsworth All-Sports Boosters	$1,200.02
i)	Franklin Elementary School PTO	$771.40
j)	Wads. Grizzlies Comm. Foundation	$15,151.30
k)	Shawn and Rebecca Dishauzi	$500.00

2. Recommendation to approve the following overnight field trips:

a) Business Management students to the Business Professionals of America State Conference in Columbus, OH, departing March 12 and returning March 13, 2020.

b) Marketing students to the DECA State Competition in Columbus, OH, departing March 13 and returning March 14, 2020.

c) Advancement to Nursing and Fire Safety/EMT students to the HOSA State Competition in Columbus, OH, departing March 31 and returning April 1, 2020.

d) Marketing students to the DECA National Competition in Atlanta, GA, departing April 22 and returning April 25, 2020 (provided there are qualifying students).

e) Advancement to Nursing, Automotive Technology, Criminal Science, Engineering Design & Technology, Fire Safety/EMT, Machine Technology, Masonry, and Programming Design & Robotics students to the SkillsUSA State Competition in Columbus, OH, departing April 7 and returning April 8, 2020.

f) Business Management students to the Business Professionals of America National Conference in Washington, D.C., departing May 6 and returning May 10, 2020 (provided there are qualifying students).

g) First place winners from SkillsUSA State Championships to the SkillsUSA National Competition in Louisville, KY, departing June 22 and returning June 27, 2020 (provided there are qualifying students).

h) Advancement to Nursing students to the HOSA National Competition in Houston, TX, departing June 24 and returning June 27, 2020 (provided there are qualifying students).

3. Recommendation to approve membership in the Ohio School Athletic Association for the 2020-2021 school year.

4. Recommendation to approve the following Ohio High School Athletic Association Agreements: **(ATTACHED)**

a) Tournament Site Agreement for February 8, 2020

b) Tournament Site Agreement for February 15, 2020

c) Confirmation of Tournament Site Agreement for February 15, 2020

d) Site Availability Agreement for February 29, 2020

e) Confirmation of Tournament Site Availability for February 29, 2020

5. Recommendation to approve the K-12 Prevention Education Partner Agreement between Wadsworth City Schools and the Medina County ADAMH Board/Convener (eff. 01/28/2020). **(ATTACHED)**

6. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) with the Barberton City School Board of Education. **(ATTACHED)**

7. Recommendation to approve the Agreement for Admission of Open Enrollment Non-Handicapped Pupils with the Barberton City Board of Education. **(ATTACHED)**

8. Recommendation to approve the Memorandum of Understanding between the Wadsworth Board of Education and the Wadsworth Education Association, effective January 30, 2020. **(ATTACHED)**

9. Recommendation to approve the following Educational Service Center of Medina County Service Agreement Amendments:

    a) Reading Specialist
    b) Behavioral Technician
    c) Educational Aide Services (MCBDD)

10. Recommendation to approve the Preventive Maintenance Agreement between Comfort Systems USA and the Wadsworth City School District Board of Education for the period of February 11, 2020 through February 10, 2021. **(ATTACHED)**

11. Recommendation to approve the Bookfair Agreement between Barnes & Noble Booksellers, Inc. and the Wadsworth City School District Board of Education. **(ATTACHED)**

12. Recommendation to approve the College Credit Plus Memorandum of Understanding between The University of Akron and the Wadsworth City School District Board of Education for the 2020-2021 school year. **(ATTACHED)**

13. Recommendation to approve the College Credit Plus Memorandum of Understanding between Stark State College and the Wadsworth City School District Board of Education for the 2020-2021 school year. **(ATTACHED)**

14. Recommendation to approve the Costume Rental Contracts (2) between Akron Design & Costume Co. and the Wadsworth City School District Board of Education. **(ATTACHED)**

15. Recommendation to add Vicky Mathews and Pam Csaky to the list of chaperones for the overnight trip to Prague, Vienna, and Venice from April 4-12, 2020 (Action Consent Item #20 at the November 19, 2018 Wadsworth City School District Board of Education meeting). **(ATTACHED)**

16. Recommendation to approve the Chaperone Agreement between Traveling Classrooms and the Wadsworth City School District Board of Education. **(ATTACHED)**

17. Recommendation to approve the Cummins Service Agreement Terms and Conditions, effective December 3, 2019. **(ATTACHED)**

18. Recommendation to approve the Impero End User License Agreement. **(ATTACHED)**

19. Recommendation to waive a first reading and approve revised Wadsworth City School District Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students.

20. Recommendation to set the Strength and Conditioning Coach rate of pay at $15/hour.

21. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) with the Rittman Exempted Village Schools Board of Education. **(ATTACHED)**

22. Recommendation to approve the addendum to the Wadsworth City School District Independent Contractor Agreement between ABA Behavioral Health Specialists and the Wadsworth City School District Board of Education (previously approved on August 12, 2019). **(ATTACHED)**

23. Recommendation to approve the Tech Defenders quote dated 1/31/2020.

24. Recommendation to approve the Soundcom Systems Terms and Conditions of Sale. **(ATTACHED)**

25. Recommendation to approve the SMBH Structural Engineering Terms and Conditions. **(ATTACHED)**

26. Recommendation to accept a $2,622 grant from the Luke Manufacturing Foundation.

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

20-2-19 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Stevens**, to adopt the Personnel Items C. from the February 10, 2020, Regular Meeting, as presented:

C. **PERSONNEL ITEMS**

1.	Chris Kallai	12 additional work hours (suppl.)	
2.	Laura Honzu	Strength and Conditioning Coach	(eff. 02/03/20)

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

ITEMS OF THE TREASURER

20-2-20 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Gordon**, to adopt the Action Consent Items of the Treasurer from the February 10, 2020, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

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

2. Recommendation to accept the Calendar Year 2019 credit card rewards report per Board Policy 6423.

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

LEGISLATIVE UPDATE

GORDON reported:

- Governor signed H.B. 2 and H.B. 4 that impact public education.
- The February Ed Choice Voucher Program deadline was extended to allow the House and Senate more time to reach a solution that adequately addresses the Ed Choice Voucher Program.
- S.B. 134 passed the Senate related to penalties for passing a stopped school bus.

FLOOR ITEMS

BOARD MEMBER ITEMS

STEVENS Thanked Mr. Brady, Mrs. Gahan and the students for their presentations tonight. Congratulated Chris Steel on bowling a 300 and to the WHS Bowling team.

McCOMAS Congratulated Mr. Brady and Mrs. Gahan for their accomplishments. Wished best of luck to winter sports programs as they enter tournament play.

KRAMER Just Because Lunch highlighted the Administration Building last week. Recognized all the hard work of the people at the CRP Admin. Building. Announced February is Career Tech month and recognized the Career Tech students. WHS Freshman Brian Bowser was presented a U.S. Congressional Medal. Federal regulators are working to implement a new three-digit suicide prevention hotline number to be finalized later this year.

GORDON Recognized both schools for their presentations and accomplishments. WHS Wind Ensemble will be attending Youngstown State for a full day of instruction highlighted by an evening performance in conjunction with the Youngstown State music program.

BATEY Congratulated the Indoor Winter Guard for finishing first over the weekend in their competition. Announced the Engineering EXPO at WHS on February 26 in the evening. Announced WHS Alumni Association Name That Tune Fundraiser on March 6 for scholarships for graduating seniors. Thanked CIS and Lincoln for their School Spotlight presentation.

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.

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, D and E as listed above.

EXECUTIVE SESSION

20-2-21 The motion was made by **Gordon**, seconded by **Stevens**, to enter Executive Session at **8:17** p.m.

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

Gordon left during Executive Session at **8:18** p.m.

EXECUTIVE SESSION recessed at **9:01** p.m.

ADJOURNMENT

20-2-22 The motion was made by **Batey**, seconded by **McComas**, to adjourn at **9:02** p.m.

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

(Signed)_____
Julie Batey, President

(Attested)_____
Douglas D. Beeman, Treasurer

Book	Policy Manual
Section	Vol. 38, No. 2 - January 2020
Title	Vol. 38, No. 2 - January 2020 OVERVIEW
Code	1-OVERVIEW
Status	From Neola

UPDATE

VOLUME 38 NUMBER 2

January 2020

OVERVIEW AND COMMENTS

All production-related materials and questions should be directed to the Coshocton Office at 632 Main Street, Coshocton, Ohio 43812 (phone 800-407-5815, fax 740-622-2557). Billing questions should be directed to the Stow Office at 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224 (phone 330-926-0514, fax 330-926-0525).

Please do not retype Neola materials before returning them for processing. We prefer to have the original materials returned after you have marked them indicating which changes and additions you choose to have/not have for your District. If a District decides not to adopt a policy or an administrative guideline, the District is still obligated to follow applicable Federal and State laws relating to that section.

The proposed new, revised, and replacement policies, administrative guidelines, and forms included in this update have been thoughtfully prepared and reviewed by Neola's legal counsel for statutory compliance. If you make changes or substitute in its entirety policies or other materials of your own drafting, those materials should be reviewed by your legal counsel to verify compliance. Neola does not review district-specific edits to update materials or District-specific policies for statutory compliance.

If a policy or guideline is marked as a revision, the changes have been marked in bold (to add material) and crossed out (to delete material). As you review a revised policy or guideline, you may choose to accept one, many or all of the changes provided. If a policy or guideline is marked as a replacement, that means there have been enough changes made that justify a complete, clean replacement copy. As you review a replacement policy or guideline, you should also check the materials you have in your current policy or guideline to see if there is some specific wording you want to include in the replacement policy. If so, any text from the current policy should be added using "Track Changes" or the editing tools in the BoardDocs platform in the replacement policy or guideline before returning it electronically to the Coshocton office for processing.

If the District authors language and adds it to a policy template or deletes content that is not marked as a choice in the policy template, then these actions will constitute District-specific edits.

Policies that are to be deleted from the policy manual require Board action to rescind the policy.

Your Neola Associate will contact you in the near future to schedule an appointment to review this update and ensure you are current on this and previous updates.

If you are not an administrative guidelines client, you did not receive those materials in this packet. Contact your Associate for more information about becoming an administrative guidelines client.

Processing Update Materials

If you will be making changes to these Update documents electronically, use "Track Changes" or the editing tool in the BoardDocs platform to mark the Neola materials indicating which of the proposed revisions and additions you choose to include or not include for your District, or to make additional edits, before returning them electronically for processing. Be sure to leave the "track changes" and marked up version as the one you submit to the production office in Coshocton, Ohio.

District-Specific Material

If the District chooses, during any step of the Update process, to incorporate District-specific material into a new policy or guideline that has been proposed or to insert District-specific material into a current policy or guideline for which revisions have been proposed in an update issued by Neola, then the District agrees to hold Neola harmless for those District-specific edits and acknowledges that Neola's warranty for legal challenges to that District-specific language in that policy or guideline will not be in effect. In addition, Neola retains ownership of the text from the original policy template that remains in a policy to which District-specific material has been added. District-specific materials include the following:

A. Materials from the District's existing materials that the District requests be incorporated during the drafting process;

B. New materials that the District develops in their entirety and exclusive of Neola; and

C. Revisions or deletions that substantively depart from Neola's templates.

Further, Neola does not recommend the use or incorporation of District-specific materials. Neola will, at the request of the District, incorporate District-specific materials into the licensed materials, with the implicit understanding that the District bears all risks associated with the District's decision to

request that such District-specific materials be incorporated. Neola reserves the right to but is not obligated to, advise the District to seek its own legal review of District-specific materials.

Notice Regarding Legal Accuracy

Neola is vigilant in providing policy language to clients that has been vetted for legal accuracy by outside legal counsel. Should questions arise as to the legal compliance or accuracy of Neola materials, it is our expectation that Neola's counsel would have the opportunity to assist in the resolution of such a claim. Please notify the Neola corporate office if an issue arises in which such a review or assistance is necessary.

Policies in this update have been reviewed by either Ennis Britton Co., L.P.A. or Peters Kalail & Markakis Co., L.P.A. for consistency with Federal and State law.

DOL Final Rule Changing Salary Threshold for Exempt White-Collar Employees to Take Effect January 1, 2020

On September 24, 2019 (and as reported in Volume 38 Number 1 Update Legal Alert) the U.S. Department of Labor (DOL) issued a final rule changing the minimum salary that white-collar employees must be paid to qualify as exempt from the overtime requirements under the Fair Labor Standards Act (FLSA).

The final rule takes effect on January 1, 2020, and raises the current minimum salary level for exempt employees from $455 per week or $23,660 annually, to $684 per week or $35,568 annually. This is similar to the proposed rule issued in March 2019 and was generally considered non-controversial - unlike more dramatic changes that were proposed in 2016 which would have raised the minimum salary level to $47,476 but never took effect as they were halted by a Texas Federal court. There are currently no legal challenges to the final rule that would prevent it from taking effect on January 1, 2020.

This final rule will have a significant impact on employers. In fact, the DOL estimates that 1.3 million additional U.S. workers will be eligible for overtime in January.

Under current DOL regulations, most white-collar employees - executives (supervisors), administrative employees and professionals - are exempt from the FLSA rules and need not be paid overtime for workweeks in which they work more than forty (40) hours if they satisfy the following two conditions:

A. they must perform what the DOL has defined as exempt duties; and

B. they must receive a guaranteed salary of at least $455 per week or approximately $23,660 annually.

The final rule only changes the minimum salary requirement.

Reminders

- Ohio's minimum wage increased to $8.70 per hour, effective January 1, 2020, for non-tipped employees. For "employees" under the age of 16, the state minimum wage matches the Federal minimum wage of $7.25 per hour. This rate is adjusted annually based on the U.S. Consumer Price Index.
- The Internal Revenue Service (IRS) issued Notice 2020-05 which provides the 2020 mileage rate at 57.5 cents per mile for business travel (0.5 less than 2019 rate).
- The U.S. Department of Labor maintains regulatory authority over State and local government employers, including public school districts. Note that the following Federal laws have poster requirements which apply to school districts (no federal or federally-assisted contracts or subcontracts):
    - The Employee Polygraph Protection Act (EPPA)
    - The Fair Labor Standards Act (FLSA) Minimum Wage Notification
    - The Family and Medical Leave Act (FMLA)
    - Uniformed Services Employment and Reemployment Rights Act (USERRA)
    - Occupational Safety and Health Act (Workplace Safety)
    - Whistleblower Protections

  In addition, certain organizations may be required to display posters that can only be obtained from DOL's Office of Workers' Compensation Programs (OWCP). More information on these posters is available. Links to all Federal employment posters are always available on the Poster Page as are answers to frequently asked questions. Note that school districts with federal or federally-assisted contracts or subcontracts may have additional requirements.

Legal Alerts

Included with this update are several legal alerts. These include:

2. OTES and OPES
3. Non-Routine Use of School Buses
4. Substitute Teaching Licenses
5. Emotional Support/Comfort Animals and Therapy Dogs
6. Use of FMLA Leave to Attend IEP Team Meetings

7. Annual Random Drug Testing Rate Increase and New FMCSA Clearinghouse

BYLAWS AND POLICIES

Policy 1520 - Employment of Administrators (Revised)
Policy 3120 - Employment of Professional Staff (Revised)
Policy 3120.05 - Employment of Personnel in Summer School and Adult Education Programs (Revised)
Policy 3120.08/4120.08 - Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Revised)

Revisions to these policies evolved from the enactment of H.B. 491 limiting Treasurer liability regarding confirmation of employee licensure. The law requires notification of valid licensure to be provided to the Treasurer prior to payment.

These revisions reflect current Ohio law and should be adopted to maintain accurate policies.

Policy 2464 - Gifted Education and Identification (Revised)

Revisions to this policy are in response to questions raised by clients and program reviewers. Ohio Revised Code (O.R.C. 3324) and Ohio Administrative Code (O.A.C. 3301-51-15) address specific content of District policy and the District's plan for Gifted Education and Identification and require a regular (annual) review of same. These revisions add emphasis to the requirement to provide an "opt-out" of services for students and address the need to follow prescribed timelines (e.g.., a transfer student must be evaluated within ninety (90) days; the District must notify parents within thirty (30) days of assessment results). While the current policy does have a '"catch-all" statement that should suffice, reviewers seem to be looking for greater specificity.

These revisions reflect current provisions of State law and administrative regulations and should be adopted to maintain accurate policies. The revised policy, along with the District plan must be filed with ODE on an annual basis.

Policy 3120/4120 Employment of Professional/Classified Staff (Revised)

These two (2) policies have been revised to replace reference to "highly qualified" as previously required, with current Ohio licensure requirements.

These revisions reflect the current ODE licensure requirements and should be adopted to maintain accurate policies.

Policy 3120.04 - Employment of Substitutes (Revised)

Revisions to this policy reflect the changes made for substitute teaching licenses in S. B. 216 and codified in R.C. 3319.226 (effective in November 2019). Details of this statutory change and ODE licensure protocols are included in Legal Alert - Substitute Teaching Licenses in this Update.

These revisions reflect current Ohio law and should be adopted to maintain accurate policies.

Policy 4124 - Employment Contract (Revised)

This issue was covered in an earlier Legal Alert (August 2018) following the passage of S.B. 216, which modified Ohio Revised Code Section 3319.081, governing the contract status of nonteaching employees. This change regarding the limited contract sequence for nonteaching school employees may be impacted by collective bargaining language and/or civil service provisions for such employees. Revisions to this policy include options that should be considered regarding employment contracts for nonteaching employees in non-civil service Districts.

These revisions are recommended for consideration.

Policy 4162 - Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety-Sensitive Functions (Revised)

See Legal Alert - Annual Random Drug Testing Rate Increase and New FMCSA Clearinghouse. Specific notification and reporting requirements have been added in response to audit recommendations from the Department of Transportation officials.

Revisions to this policy reflect current Federal regulations and should be adopted.

Policy 5460 - Graduation Requirements (Revised)

The Legislature has approved a number of changes to Ohio's graduation requirements over the past few years (See: Legal Alert in Winter 2019 Update). The latest changes were adopted in House Bill 166 and included new requirements for the Class of 2023 and beyond. Policy 5460 has been updated to incorporate these changes. Among the changes for the Class of 2023, students will be required to earn at least two of twelve recognized diploma seals. The State Board of Education is directed to adopt guidelines for issuing nine of the new State seals. School Districts are required to adopt guidelines and offer at least one of three local seals – the community service seal, the fine and performing arts seal, or the student engagement seal. An optional administrative guideline has been developed for Districts that elect to offer the new local diploma seals for students before 2023. ODE has indicated that it plans to release additional information about the 2023 requirements, including diploma seals, in the near future. Districts should carefully consider whether to adopt the new requirements before ODE releases the guidance.

This revision reflects current law and should be adopted, after careful consideration of options provided, in order to maintain accurate policies.

Policy 5460.02 - Students At Risk of Not Qualifying for a High School Diploma (NEW)

This new policy is provided in response to the requirements of H.B. 166 and is consistent with current guidance from ODE.

This new policy reflects the requirements of State law and should be adopted.

Policy 6107 - Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures (Revised)

This revision recognizes and authorizes the use of electronic signatures and electronic records for the broader range of applications and transactions that are part of the school business function. Such specific authorization has been requested by clients when dealing with Medicaid assistance for IEP services. It should be noted that the District should implement procedures with the use of electronic signatures and electronic records that protect the integrity and security of the information included in such records.

This revision is recommended for adoption.

ADMINISTRATIVE GUIDELINES

AG 3120A - Selection of Professional Personnel (Revised)

See note on Policy 3120.

AG 3120B - Appointment of Personnel to Compensated Co-Curricular and Extra-Curricular Activities (Revised)

See note on Policy 3120.

AG 3120.04 - Employment of Substitutes (Revised)

See note on Policy 3120.04.

AG 3120.05 - Employment of Summer School Staff (Revised)

See note on Policy 3120.

AG 5460D - Diploma Seals (NEW)

See note on Policy 5460.

AG 5530A - Use of Anabolic Steroids (Revised)

This revision reflects the change to R.C. 3313.752, prompted by S.B. 229 (effective March 22, 2020), which added the "without a valid prescription" qualifier. Districts are required to post this warning in the locker rooms of each District school that includes any grade higher than the sixth (6th) grade.

COMMENTS

Reviewing Board Minutes

A feature of your subscription to the Update Service is the review of your District's Board minutes to identify action that results in new policy or revision to existing policy. If such action has been taken and copies of the related materials have not been submitted to the Coshocton Office, the District will be contacted and additional information regarding the action will be requested. Please take advantage of this valuable service by sending copies of your Board minutes to the Coshocton Office for review.

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF ADMINISTRATORS
Code	po1520
Status	
Adopted	November 19, 2007
Last Revised	November 16, 2015

1520 - **EMPLOYMENT OF ADMINISTRATORS**

The Board of Education recognizes that it is vital to the successful operation of the District that administrative positions created by the Board be filled with highly qualified and competent personnel. The Board may contract with the governing board of the educational service center from which it otherwise receives services to conduct searches and recruitment of candidates for assistant superintendent, Principal, assistant principal, and other administrator positions.

The Board shall approve the employment, determine the compensation, and establish the term of said employment for each administrator employed by the Board. Individuals may be employed as administrators pursuant to a limited contract for a term not to exceed three (3) years, unless the individual has been employed by the Board as an administrator in the District for three (3) or more years, in which case his/her term of the contract shall be for not more than five (5) years and, unless the Superintendent recommends otherwise, not less than two (2) years. If, however, the Superintendent so recommends, the term of the contract of an individual who has been employed as an administrator in the District for three (3) years or more may be one (1) year. All subsequent contracts granted to such individuals must be for a term of not less than two (2) years and more than five (5) years.

The Board shall only employ those candidates nominated by the Superintendent, unless otherwise authorized by law.
The Board designates any of the following individuals, in each individual's official capacity, to nominate a candidate for employment if the Superintendent's nomination would create an unlawful interest in a public contract or otherwise result in a violation of R.C. 2921.42:

1. the Assistant Superintendent;
2. the Director of the Four Cities Compact;
3. the Director of Instruction and Professional Development;
4. the Director of Student Services; or
5. the Treasurer.

~~(see below).~~
~~Individuals employed in the following categories shall be considered members of the administrative staff:~~

A. _____

B. _____

C. _____

D. _____

E. _____

F. _____

~~[ ] In accordance with the provisions of R.C. 3319.031, the Board may assign specified powers and duties to one (1) or more administrators.~~

Any person employed as an assistant superintendent, Principal, assistant principal, or other administrator shall possess a valid certificate/license issued pursuant to Ohio law and shall file a copy of his/her certificate/license with the District.

As a prerequisite to employee pay, the Superintendent must first issue to the Treasurer a written statement that confirms each administrator has filed with the Superintendent both a copy of all valid licenses as well as copies of any reports required by the State Board or this Board to demonstrate his/her qualification to assume an educational administrator position. No administrator employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the position has been received by the Superintendent and transmitted to the Treasurer.

To the extent permitted by law, the Board may request the State Board of Education to issue a two (2) year alternative administrative specialist license or a one (1) year alternative principal license to a candidate recommended by the Superintendent for an administrative position, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

Relatives of Board members may be employed by the Board, provided the member of the Board does not participate in any way in the discussion or vote on the employment when such a conflict of interest is involved.

[X] An individual who is related to [a] staff member[s] may be employed as an administrator by the Board provided the administrator is not placed in a position in which s/he will supervise directly the staff member to whom s/he is related.

~~[ ] Applications for employment as an administrator will not be accepted from any current Board member. If a Board member wishes to apply for a position on the administrative staff, his/her resignation must be accepted by the Board prior to submitting an application.~~

[X] The employment of administrative staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

Prior to employment, the candidate selected must pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation.

The Superintendent may recommend and the Board may approve the reemployment of an administrative staff member at any regular or special meeting held during the period beginning on the first day of January of the calendar year immediately preceding the year of expiration of the employment contract and ending on the first day of June in the year the employment contract expires.

The Board may, by a three-fourth's (3/4's) majority vote of its full membership, reemploy an assistant superintendent, Principal, assistant principal, or other administrator whom the Superintendent refuses to nominate. If need be, and to the extent permitted by law, the Board may request the State Board of Education to issue a two (2) year alternative administrative specialist license or a one (1) year alternative principal license to an administrator whom the Superintendent has refused to nominate for reemployment in an administrative position, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

Before taking action to renew or non-renew the contract of any administrator and prior to the first day of June of the year in which the administrator's contract expires, the Board shall notify each such administrator of the date his/her contract expires and inform the administrator that s/he may request a meeting with the Board to discuss its reasons for considering renewal or non-renewal of his/her contract. Upon the request of the administrator, the Board shall meet with him/her in executive session. The administrator shall be permitted to have a representative of his/her choice present at that meeting.

If the Board fails to provide the evaluations as required by Board Policy or if the Board fails to provide, following the request of the administrator, a meeting for the purpose of discussing the Board's reasons for considering renewal or non-renewal of the administrator's contract, then the administrator shall be automatically reemployed at the same salary plus any increments that may be authorized by the Board, and the term of reemployment shall be one (1) year, unless the individual has been employed as an administrator by the District for three (3) years or more in which case the reemployment shall be for a term of two (2) years.

Furthermore, an administrator shall be deemed reemployed upon expiration of his/her contract term unless the administrator notifies the Board to the contrary on or before the fifteenth day of June, or unless the Board either reemploys the administrator for a succeeding term or gives written notice of its intent not to reemploy the administrator on or before the first day of June in the year in which said contract expires. In such instances, the reemployment shall be at the same salary plus any increments that may be authorized by the Board, and the term of reemployment shall be one (1) year, unless the individual has been employed as an administrator by the District for three (3) years or more in which case the reemployment shall be for a term of two (2) years.

[X] Any administrator's intentional misstatement of fact material to qualifications for employment or reemployment, or to the determination of salary, shall be considered by this Board to constitute grounds for dismissal.

[X] All administrators shall become familiar with the policies of the Board and other such guidelines, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any administrator employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or such lesser penalty as the Board may prescribe.

Except by mutual agreement of the parties thereto, no administrator shall be transferred during the term of his/her contract to a position of lesser responsibility. Furthermore, no contract may be terminated or suspended except in accordance with State law.

~~The Superintendent shall prepare administrative guidelines for the recruitment and selection of administrative staff.~~

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Legal R.C. 3319.01, 3319.02, 3319.031, 3319.07, 3319.16, 3319.17, 3319.171
R.C. 3319.27, 3319.36

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised GIFTED EDUCATION AND IDENTIFICATION
Code	po2464
Status	
Adopted	November 19, 2007
Last Revised	August 14, 2017

2464 - **GIFTED EDUCATION AND IDENTIFICATION**

The Board of Education shall ensure that procedures are established to identify all gifted students. The District follows the identification eligibility criteria as specified in Section 3324.03 of the Ohio Revised Code and the Operating Standards for Identifying and Serving Gifted Students as specified in the District Plan.

"Gifted" students perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment. Annually, children who are gifted are identified by professionally qualified persons using a variety of assessment procedures. The Board encourages efforts to provide services for the children who are gifted as an integral part of the total kindergarten through grade 12 program.

The Superintendent shall identify children in grades kindergarten through twelve, who may be gifted in one or more of the following areas:

A. Superior Cognitive Ability

B. Specific Academic Ability in one or more of the following content areas:

1. Mathematics
2. Science
3. Reading, writing, or a combination of these skills
4. Social studies

C. Creative Thinking Ability

D. Visual or Performing Arts Ability such as drawing, painting, sculpting, music, dance, drama

Only those instruments approved by the Ohio Department of Education shall be used for screening, assessment, and identification of children who are gifted as provided in the Chart of Approved Gifted Identification/Screening Instruments. The District shall select instruments from the approved list that will allow for appropriate screening and identification of minority and disadvantaged students, students with disabilities, and students for whom English is a second language.

Scores on Ohio Department of Education approved assessment instruments provided by other school districts and trained personnel outside the School District shall be accepted.

The Board of Education shall adopt and the Superintendent shall submit to the Ohio Department of Education a plan for the screening, assessment, and identification of children who are gifted. Any revisions to the District plan will be submitted to the Ohio Department of Education for approval. The identification plan shall include the following:

A. the criteria and methods used to screen and select children for further assessment who perform or show potential for performing at remarkably high levels of accomplishment in one of the gifted areas

B. the sources of assessment data used to select children for further testing and an explanation to parents of the multiple assessment instruments required to identify children who are gifted

C. an explanation for parents of the methods used to ensure equal access to screening and further assessment by all District children, culturally and linguistically diverse children, children from low socio-economic background, children with disabilities, and children for whom English is a second language

D. the process of notifying parents regarding all policies and procedures concerning the screening, assessment, and identification of children who are gifted

E. provision of an opportunity for parents to appeal any decision about the results of any screening procedure for assessment, the scheduling of children for assessment, or the placement of a student in any program or for receipt of services

F. procedures for the assessment of children who transfer into the District

G. provisions for students to withdraw from gifted programs and services

H. at least two (2) opportunities a year for assessment in the case of children requesting assessment or recommended for assessment by teachers, parents, or other students

The District's plan may provide for contracting with any qualified public or private service provider for screening or assessment services under the plan.

The Superintendent shall:

A. ensure equal opportunity for all children identified as gifted to receive any or all services offered by the District;

B. implement a procedure for withdrawal of children from District services and for reassessment of children;

C. implement a procedure for resolving disputes with regard to identification and placement decisions;

D. inform parents of the contents of this policy as required;

E. submit, as required, an annual report to the Ohio Department of Education.

Placement procedures for District services shall be in conformance with the District's written criteria for determining eligibility for placement in those services.

A. Written criteria for determining eligibility for placement in a gifted service shall be provided to any parent, District educator, or the Ohio Department of Education upon request.

B. Written criteria provided by the District shall include an explanation of the methods used to ensure equal access to each gifted service for all eligible District students, including minority or disadvantaged students, students with disabilities, and students for whom English is a second language.

C. Services which students receive shall be consistent with their area(s) of identification and shall be differentiated to meet their needs.

D. Subjective criteria such as teacher recommendations shall not be used to exclude a student from service in the superior cognitive and specific academic areas who would otherwise be eligible.

E. All District students who meet the written criteria for a gifted service shall be provided an equal opportunity to receive that service.

~~The Superintendent shall implement all policies and procedures in accordance with laws, rules and regulations, and follow the Operating Standards for Identifying and Serving Gifted Students.~~

The Superintendent shall implement all policies and procedures in accordance with timelines and other requirements of laws, rules and regulations, and follow the Operating Standards for Identifying and Serving Gifted Students.

The Superintendent shall develop a plan for the service of gifted students enrolled in the District identified under this policy. Gifted services shall occur during the typical instructional day with flexibility allowed for the scheduling of District-approved internships or mentorships and higher education coursework, including credit flexibility. Services specified in the plan may include such options as the following:

A. a differentiated curriculum

B. differentiated instruction

C. cluster groupings

D. mentorships/internships

E. whole grade acceleration (see Policy 5410)

F. subject acceleration (see Policy 5410)

G. early entrance (see Policy 5112)

H. early high school graduation (see Policy 5464)

I. dual enrollment opportunities including but not limited to college credit plus

J. advanced placement/international baccalaureate courses

K. honors classes

L. magnet schools

M. self-contained classrooms

N. resource rooms

O. independent study/educational options

P. advanced online courses and programs

Q. services from a trained art instructor

R. other options identified in the rules of the Ohio Department of Education

A Written Education Plan (WEP) will guide the gifted services based on the student's area(s) of identification and individual needs. The Written Education Plan shall:

A. provide a description of the services to be provided;

B. identify staff members responsible for providing that specific services are delivered;

C. implement a procedure for resolving disputes with regard to identification and placement decisions;

D. specify policies regarding the waiver of assignments and the scheduling of tests missed while participating in any gifted services provided outside the general classroom if different from the District policy detailed below;

E. specify a date by which the WEP will be reviewed for possible revision.

The WEP shall be developed in collaboration with an educator who holds licensure or an endorsement in gifted education. The WEP shall include goals for the student, methods and performance measurements for evaluating progress on the goals, and a schedule for reporting progress to students and parents.

Parents and all educators responsible for providing gifted education services to the student, including teachers providing differentiated instruction in general education settings, shall be provided a copy of the WEP.

Students participating in gifted services provided outside the general education classroom will generally be exempted from routine classwork (worksheets, homework, etc.) assigned during absences from the regular classroom due to participation in the gifted services. Students are to turn in work due the day of absence and make arrangements to make up missed tests. Special classwork (projects, book reports, etc.) assigned during the student's absence are to be completed. Exceptions to this policy will be detailed in the student's Written Education Plan.

The District shall report to parents and the Ohio Department of Education that a student is receiving gifted education services only if the services are provided in conformance with the Operating Standards for Identifying and Serving Gifted Students.

Each year, the District shall submit data and participate in program audits as required by the Department.

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Legal	R.C. 3301.07(K), 3324.01 - 3324.07, 3315.09, 3317.022, 3317.024, 3317.051
	R.C. 3317.40
	A.C. 3301-35-01, 3301-35-06, 3301-51-15

Book	Policy Manual
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Code	po3120
Status	
Adopted	November 19, 2007
Last Revised	August 12, 2019

3120 - **EMPLOYMENT OF PROFESSIONAL STAFF**

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly qualified and competent personnel.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation and establish the term of employment for each professional staff member employed by the Board.

Individuals employed in the following categories shall be considered members of the professional staff:

A. Administrators

B. Teachers

C. Psychologist

D. Speech & Hearing

E. All others that require a professional license

F.

[X] Such approval shall be given only to those candidates for employment recommended by the Superintendent.
The Board designates any of the following individuals, in each individual's official capacity, to nominate a candidate for employment if the Superintendent's nomination would create an unlawful interest in a public contract or otherwise result in a violation of R.C. 2921.42:

1. the Assistant Superintendent;
2. the Director of the Four Cities Compact;
3. the Director of Instruction and Professional Development;
4. the Director of Student Services; or
5. the Treasurer.

~~or by another individual designated by the Board in the event that the Superintendent's nomination would be a violation of R.C. 2921.42.~~

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he is supervised directly by the relative staff member.

~~[ ] The Board will not employ (but may reemploy) the~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member.~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a regular full-time professional staff member.~~

~~[ ] Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application and the Board member must not use or attempt to use his/her official authority or influence to secure the employment position.~~

[X] Any professional staff member's intentional misstatement of fact material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

[X] The employment of professional staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

[X] No candidate for employment as a professional staff member shall receive recommendation for such employment without having proffered visual evidence of proper licensing or that application for such licensing is in process. Said licensing shall meet the minimum requirements of State law for the position for which s/he is being recommended.

~~**[ ]** The Superintendent may, however, recommend to the Board the employment of an unlicensed person if s/he holds a baccalaureate degree and is a veteran of the Armed Forces of the United States and has been honorably discharged within the last three (3) years, and while in the armed services, had meaningful experience as a teacher or instructor, and the right to teach without a license has not been revoked by the Superintendent of Public Instruction.~~

If such a person is employed, s/he shall be considered to be eligible for and must fulfill the professional development standards required of other professional staff members.

If the Superintendent, after proper investigation, determines that the person no longer should have the right to teach, s/he may be terminated without regard to R.C. 3319.11 and R.C. 3319.16.

Professional staff must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

~~The Superintendent shall prepare administrative guidelines for the recruitment and selection of all professional staff.~~

REQUIREMENTS FOR TEACHERS

Teachers must hold a valid license issued by the State to teach in all areas of assignment. Teachers who instruct in core subject areas must be properly certified/licensed as required by the Elementary and Secondary Education Act, as amended ("ESEA"), and State law. A properly licensed/certified teacher is defined as a teacher who has successfully completed all requirements for certification/licensure and holds a license applicable to all grade levels and subject areas in which the teacher provides instruction and the students to whom the teacher provides the instruction. "Core subject areas" include reading, English Language Arts, Mathematics, Science, Social Studies, Foreign Language, and Fine Arts.

The following teaching license types may be considered eligible for proper certification/licensure in a core subject area:

A. Resident Educator/Alternative Resident Educator License

B. Professional Educator License

C. Senior Professional Educator License

D. Lead Professional Educator License

E. One-Year Out-of-State License

F. Supplemental License

G. Visiting International Teacher License

The Superintendent shall report State certification and licensure status for every teacher at least annually in accordance with State and Federal law. At the start of the school year, the Superintendent shall notify parents/guardians of each student enrolled in the District that they may request information about the professional qualifications of each classroom teacher who provides instruction to the student. Upon request of the parent/guardian, the District will provide information about each teacher assigned to provide instruction to their student(s) in a timely manner. The information will include whether the teacher has satisfied all requirements for certification/licensure or whether the teacher provides instruction under a waiver.

~~All teachers shall be "highly qualified."~~

~~"Highly Qualified" means:~~

A. ~~Full State certification as a teacher (including an alternative educator license) or passed State teacher licensing exam and holds current license to teach; certification or license requirements may not be waived on a temporary basis~~

B. ~~For elementary teachers new to the profession, this also requires:~~

   1. ~~at least a bachelor's degree~~
   2. ~~passing a rigorous State test on subject knowledge and teaching skills in reading, writing, math, and other areas of elementary curriculum (State certification test may suffice)~~

C. ~~For secondary or middle school teachers new to the profession this also requires:~~

   1. ~~at least a bachelor's degree, and~~
   2. ~~passing a rigorous State test in each of the subject areas s/he will teach (State certification test may suffice), or~~
   3. ~~for each academic subject taught, having an academic major, course work equivalent to an undergraduate major, a graduate degree, or advanced certification or credentialing~~

D. ~~For elementary, middle, or secondary school teachers with prior experience, this also requires:~~

1. ~~at least a bachelor's degree, and~~
2. ~~meets standards for new teachers (above), or~~
3. ~~demonstrates competence in all academic subjects s/he teaches based on a uniform State standard of evaluation (standard for academic subject matter and teaching skills set by the State)~~

Confirmation of Licensure

As a prerequisite to employee pay, the Superintendent must first issue to the Treasurer a written statement that confirms each teacher and/or professional employee has filed with the Superintendent both a copy of all valid licenses as well as copies of any reports required by the State Board or this Board to demonstrate his/her qualification to teach in all assigned subject and grade levels of instruction and/or a professional educator position. No professional staff member employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the subject area, grade level, or position, etc. has been received by the Superintendent and transmitted to the Treasurer.

R.C. 2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.074, 3319.11
R.C. ~~3319.23 - .282,~~3319.23-.28, 3319.283, 3319.301, 3319.36, 3319.39
20 U.S.C. 6319
20 U.S.C. 7801
A.C. 3301-24-05
ESEA 1112

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Legal	R.C.2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.074, 3319.11
	R.C. 3319.23 - .28, 3319.283, 3319.301, 3319.36, 3319.39
	20 U.S.C. 6319
	20 U.S.C. 7801
	A.C. 3301-24-05
	ESEA 1112

Book	Policy Manual
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Code	po3120.04
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Adopted	November 19, 2007
Last Revised	October 14, 2013

3120.04 - **EMPLOYMENT OF SUBSTITUTES**

The Board of Education recognizes the need to procure the services of substitutes in order to continue the operation of the schools as a result of the absence of regular personnel.

~~The Superintendent shall employ substitutes for assignment as services are required to replace temporarily absent regular staff members and fill new positions. (1) Such assignment of substitutes may be terminated when their services are no longer required.~~
The Superintendent shall recommend and the Board shall approve substitutes to replace temporarily absent regular staff members and fill new positions. Substitute teachers whose license limits them to teach for only one (1) semester in a class will be approved by the Board before the start of each semester. Employment of substitute teachers may be terminated when their services are no longer required.

Substitutes must possess a valid Ohio professional license or substitute ~~license~~teaching license to serve as a substitute. No professional staff member employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the subject area, grade level, or position, etc. has been received by the Superintendent and transmitted to the Treasurer.~~, unless the **( ) Superintendent ( ) Educational Service Center (ESC) Superintendent** believes the person's application information indicates the person has the qualifications to receive a teacher's license. Such a person may be employed on a conditional basis for a period not to exceed sixty (60) days from the date the person submits a request for a license to the Department of Education through the date the **( ) Superintendent ( ) Educational Service Center Superintendent** receives the person's valid teaching license. If the license is not delivered within the time period, the person's employment is to be terminated.~~

Substitutes also must pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

Substitutes may be required to undergo a tuberculosis examination in accordance with the law and at the direction of the Ohio Department of Health or the local health department.

In order to retain well-qualified substitutes for service in this District, the Board will offer competitive compensation at a rate set annually by the Board.

A substitute employed for more than sixty (60) days in one (1) specific position will be placed at the minimum salary on the current teachers' salary schedule (e.g. BA/0) and will be eligible for fringe benefits provided ~~regular staff members.~~to regular teachers, including sick leave.

~~D~~Casual or daily substitutes shall not earn sick leave nor be paid for days when students are not required to attend school. They are also not entitled to receive notice of non-renewal.

R.C. 2909.34, 3307.381(A), 3317.13, 3319.10, 3319.101, 3319.36, 3319.39

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Legal	R.C. 2909.34, 3307.381(A), 3317.13, 3319.10, 3319.101, 3319.36, 3319.39

Book	Policy Manual
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Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF PERSONNEL IN SUMMER SCHOOL AND ADULT EDUCATION PROGRAMS
Code	po3120.05
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3120.05 - **EMPLOYMENT OF PERSONNEL IN SUMMER SCHOOL AND ADULT EDUCATION PROGRAMS**

The Board of Education recognizes that the success of the summer school and adult education programs depends in large measure upon the employment of qualified and competent personnel.

The Board shall fix the compensation and set the term of employment for each person employed in the subject programs established for this District. The Board will employ only those candidates recommended by the Superintendent.

A candidate's intentional misstatement of fact material to his/her qualifications for employment or the determination of his/her salary will be considered by the Board to constitute grounds for dismissal.

~~[ ]~~No candidate for employment shall receive recommendation for such employment without having proffered visual evidence of proper licensing, if needed or that application for such licensing if in process. In accordance with Policy 3120, no professional staff member employed in a position for which licensure is required may be paid until evidence of such licensure has been received by the Superintendent and transmitted to the Treasurer.

Personnel also must pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

~~[ ] Adult education instructors who do not have unsupervised access to children may forego the FBI criminal records checks if, within the previous five (5) years period, they have continuously resided in Ohio.~~

R.C. 2909.34, 3307.381, 3319.10, 3317.13, 3319.36, 3319.39

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Legal	R.C. 2909.34, 3307.381, 3319.10, 3317.13, 3319.36, 3319.39

Book	Policy Manual
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Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES
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3120.08 - **EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES**

The Board of Education may employ professional staff for co-curricular/extra-curricular activities. However, the Board may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees

(X) may be members of the District's

~~**( )** classified staff~~

(X) support staff

(X) or individuals from the community or nearby areas.

The Board authorizes the Superintendent

(X) to recommend candidates for employment by the Board.

~~**( )** to act for the Board in employing such part-time staff.~~

Each coach or activity sponsor shall hold a valid Pupil Activity Program Permit issued by the State Board of Education under R.C. 3319.303(A), have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures. An employee must submit a copy of an active Pupil Activity Program Permit to both the Treasurer/CFO and the Superintendent before the Board will pay any compensation.

In accordance with Policy 3120, no staff member, coach, or activity sponsor employed in a position for which licensure or permit is required may be paid until evidence of such appropriate licensure or permit valid for the effective dates of such services has been received by the Superintendent and transmitted to the Treasurer.

~~The Board will not allow any prospective coach or activity sponsor to engage in supervision and/or coaching activities until such time that a valid Pupil Activity Permit for that individual is filed with the District.[ ]~~

Personnel must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

No individual employed by the Board for any co-curricular or extra-curricular activity may accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties or as a supplement to his/her compensation from the Board.

No individual serving as a volunteer for co-curricular/extra-curricular activities may accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties as a volunteer on behalf of the Board.

R.C. 2909.34, 3319.303, 3319.36, 3313.53, 3313.539, 3319.39
A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

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Legal	R.C. 2909.34, 3319.303, 3319.36, 3313.53, 3313.539, 3319.39 A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

Book	Policy Manual
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Last Revised	August 12, 2019

4120 - **EMPLOYMENT OF CLASSIFIED STAFF**

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with qualified and competent personnel.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation and establish the term of employment for each classified staff member employed by the Board.

Individuals employed in the following categories shall be considered members of the classified staff:

A. Maintenance

B. Custodial

C. Cafeteria/Food Service

D. Transportation

E. Clerical

F. Aides and Attendants

[X] Such approval shall be given only to those candidates for employment recommended by the Superintendent.
The Board designates any of the following individuals, in each individual's official capacity, to nominate a candidate for employment if the Superintendent's nomination would create an unlawful interest in a public contract or otherwise result in a violation of R.C. 2921.42:

1. the Assistant Superintendent;
2. the Director of the Four Cities Compact;
3. the Director of Instruction and Professional Development;
4. the Director of Student Services; or
5. the Treasurer.

~~[ ] Such approval shall be given only to those candidates for employment chosen by the Board from a group selected by the Superintendent.~~
~~[ ] When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation.~~
~~[ ] All applications for employment shall be referred to the _____.~~

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he is supervised directly by the relative staff member.

~~[ ] The Board will not employ (but may reemploy) the~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member.~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a regular full-time classified staff member.~~

~~[ ] Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application, and the Board member must not use or attempt to use his/her official authority or influence to secure the employment position.~~

[X] Any classified staff member's intentional misstatement of fact material to his/her qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

[X] The employment of classified staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in District operations. Employment shall be recommended to the Board at the next regular meeting.

[X] When appropriate, no candidate for employment as a classified staff member shall receive recommendation for such employment without having proffered visual evidence of proper certification/licensure or that application for such certification/licensure is in process.

Classified staff members also must pass a background check performed by the Bureau of Criminal Identification and Investigation (see Policy 4121).

~~The Superintendent shall prepare procedures for the recruitment and selection of all classified staff.~~

REQUIREMENTS FOR TITLE I PARAPROFESSIONAL

Educational aides/paraprofessionals assigned to provide academic support in a core subject area to any student in any program supported by Title I funds must be properly certified as required by the Elementary and Secondary Education Act, as amended ("ESEA") and State law. A properly certified paraprofessional is defined as an individual who holds a valid educational aide permit and who meets at least one (1) of the following criteria:

A. has a designation of "ESEA qualified" on the educational aide permit

B. has successfully completed at least two (2) years of coursework at an accredited institution of higher education

C. holds an associate degree or higher from an accredited institution of higher education

D. meets a rigorous standard of quality as demonstrated by attainment of a qualifying score on an academic assessment specified by the department of education

"Core subject areas" include Reading, English Language Arts, Mathematics, Science, Social Studies, Foreign Language, and Fine Arts.

~~Employment of all paraprofessionals hired for a Title I supported program must have a secondary school diploma or its recognized equivalent and one of the following:~~

A. ~~Completed two (2) years study at an institution of higher education; or~~

B. ~~Obtained at least an associates degree; or~~

C. ~~Met a rigorous standard of quality and demonstrate through formal State or local academic assessment:~~

1. ~~knowledge of and the ability to assist in instructing, reading, writing and mathematics; or~~
2. ~~knowledge of and the ability to assist in instructing, reading readiness, writing readiness and mathematics readiness, as appropriate.~~

Exceptions - These requirements do not apply to a paraprofessional:

A. Who is proficient in English and a second language and serves as a translator primarily to enhance the participation of children in Title I programs; or

B. Whose duties consist solely of conducting parental involvement activities.

Paraprofessional duties - Paraprofessionals working for a Title I supported program may be assigned to duties not inconsistent with the following:

A. providing one-on-one tutoring for eligible students during times when the teacher would not otherwise be instructing the student;

B. assisting with classroom management, such as organizing instructional and other materials;

C. providing assistance in a computer laboratory;

D. providing support in a library or media center;

E. conducting parental involvement activities;

F. acting as a translator;

G. provide instructional services to students, if working under the direct supervision of a teacher; a paraprofessional will be considered to be working under the "direct supervision" of a teacher if the:

1. teacher plans the instructional activities that the paraprofessional carries out;
2. teacher evaluates the achievement of the students with whom the paraprofessional is working;
3. paraprofessional works in close and frequent physical proximity to the teacher;

H. performing limited duties beyond classroom instruction or that do not benefit program participants, so long as those duties are also assigned to non-Title I paraprofessionals. Title I paraprofessionals may not be assigned to more of these duties, proportional to their total work time, than the amount assigned to similar non-Title I paraprofessionals in the same school.

The Superintendent shall report State certification and licensure status for every paraprofessional at least annually in accordance with State and Federal law. At the start of the school year, the Superintendent shall notify parents/guardians of each student enrolled in the District that they may request information about the professional qualifications of each paraprofessional who provides services to the student. Upon request of the parent/guardian, the District will provide information about each assigned paraprofessional in a timely manner. The information will include the qualifications of the paraprofessional(s) assigned to work with the student.

Confirmation of Licensure

No staff member employed in a position for which licensure is required (e.g. paraprofessional) may be paid until evidence of such appropriate licensure for the subject area, grade level, or position, etc. has been received by the Superintendent and transmitted to the Treasurer.

The provisions as set forth above do not apply to paraprofessionals providing non-instructional service such as providing technical support for computers, providing personal care services, or performing clerical duties.

R.C. 2909.34, 3319.074, 3319.081, 3319.082, 3319.39
A.C. 3301-83-07
ESEA 1112
20 U.S.C. 6319

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Legal	R.C. 2909.34, 3319.074, 3319.081, 3319.082, 3319.39
	A.C. 3301-83-07
	ESEA 1112
	20 U.S.C. 6319

Book	Policy Manual
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4120.08 - **EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES**

The Board of Education may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees

(X) may be members of the District's

~~**( ) classified staff**~~

(X) support staff

(X) or individuals from the community or nearby areas.

The Board authorizes the Superintendent

(X) to recommend candidates for employment by the Board.

~~**( ) to act for the Board in employing such part-time staff.**~~

Each coach or activity sponsor shall hold a valid Pupil Activity Program Permit issued by the State Board of Education under R.C. 3319.303(A), have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures.

No staff member employed in a position for which licensure or permit is required may be paid until evidence of such appropriate licensure or permit valid for the effective dates of such services has been received by the Superintendent and transmitted to the Treasurer.

~~The Board will not allow any prospective coach or activity sponsor to engage in supervision and/or coaching activities until such time that a valid Pupil Activity Permit for that individual is filed with the District.[ ]~~

Personnel must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 4121).

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

R.C. 2909.34, 3313.53, 3319.291, 3319.303, 3319.36, 3319.39
A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

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Legal	R.C. 2909.34, 3313.53, 3319.291, 3319.303, 3319.36, 3319.39 A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Replacement EMPLOYMENT CONTRACT
Code	po4124
Status	
Adopted	November 19, 2007

4124 - **EMPLOYMENT CONTRACT**

~~**[ ] (City)**~~
~~For classified employees newly hired into a position covered by the civil service laws,~~
~~**( )** but not a part of a bargaining unit represented by a recognized labor representative,~~
~~a probationary period of ____ days will be served. Following successful completion of the said probationary period, such classified employees will become permanent employees and subject to removal in accordance with civil service law.~~
~~**[ ]** For classified staff who are employed in positions within a recognized bargaining unit, employment contracts and sequence will be determined in accordance with the terms and conditions set forth in the collective bargaining agreement.~~

~~Unclassified civil servants are "at will" employees.~~
~~**[Drafting Note: If not already clearly established, to determine the number of days between sixty (60) and one (1) year for your District's probationary period, you will need to contact your municipal civil service commission. If you have opted out of civil service and/or there is no active civil service in your jurisdiction, the Board may choose to set that number within those parameters. Nothing precludes a board from setting the number of days for these employees in concert with the terms set forth in a collective bargaining agreement with a union; however, the parameters remain between sixty (60) days and one (1) year.]**~~
~~**[END OF CITY OPTION]**~~

[X] (Local)

The Board requires for the mutual protection of the District and the classified staff member that every newly employed person in a classified position including regular hourly rate and per diem classified staff sign an initial employment contract for a period of not more than one (1) year.

The employment contract shall include the term for which employment is contracted, the salary, and such other matters as may be necessary to a full and complete understanding of the contract. In order to ensure employment, the applicant must sign the contract and abide by the policies of the Governing Board which pertain to him/her.

If classified staff are rehired, their three (3) subsequent contracts shall be for a period of two (2) years each. At the end of the third of these two (2) year contracts, if the classified staff member is renewed, it will be under a continuing contract.

Notice of the Board's intention not to re-employ a classified staff member shall be given on or before the first day of June.

Annual salary notices for the succeeding contract year shall be provided to classified staff no later than the first day of July.

Salaries provided to classified staff by contract may not be reduced unless such reduction is part of a uniform plan affecting the nonteaching employees of the entire District.

~~**[Drafting Note: Most collective bargaining agreements with non-teaching unions are silent on the issue of contract sequence and renewal/nonrenewal. If so, this policy provides local districts with concise language that parallels the law. However, if your agreement spells out a different sequence (for example, a probationary period followed by continuing contract status) then an additional sentence should be added:]**~~

~~**[ ]** For classified staff who are employed in positions within a recognized bargaining unit, employment contracts and sequence will be determined in accordance with the terms and conditions set forth in the collective bargaining agreement.~~

[END OF LOCAL OPTION]

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Legal R.C. 3319.081, 3319.082, 3319.083

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised GRADUATION REQUIREMENTS
Code	po5460
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2019

5460 - **GRADUATION REQUIREMENTS**

In order to acknowledge each student's successful completion of the instructional program, appropriate to the achievement of District goals and objectives as well as personal proficiency, the Board of Education awards a diploma to eligible students at a graduation ceremony.

The Board of Education shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by State law and this Board or who properly completes the goals and objectives specified in his/her individualized education program (IEP) including either the exemption from or the requirement to complete the tests required by the State Board of Education in order to graduate. In addition to earning course credits, each student must ~~earn the required number of points, unless exempted, on the tests required by the State Board of Education to graduate~~fulfill the requirements of one (1) graduation pathway that has been approved by the State **(**X **)** Ohio law provides two (2) additional options to earn a high school diploma for students in the Class of 2020 ~~(See AG 5460)~~.

~~For the Class of 2018 and beyond, a diploma shall be awarded to students meeting the curriculum credit requirements and who achieve one of the following three options: a cumulative passing score with the required number of points in each area on end-of-course exams, earn the required points on the WorkKeys assessment and an approved industry-recognized credential, or earn a remediation-free score in English language arts and mathematics on the ACT or SAT, subject to limitations on assessments as outlined below.~~

Course Credits Required for Graduation

CHOOSE OPTION #1 OR OPTION #2

[ ] [OPTION #1]

The requirements for graduation from high school include earning _____( ) [minimum of twenty (20)] units of credit in grades nine through twelve as established in State law and ~~passing the graduation tests required by the State Board of Education or meeting the alternative pathway to graduation.~~ this Board and fulfilling the requirements of one (1) graduation pathway that has been approved by the State. All students must complete at least two (2) semesters of fine arts. However, no student shall be required to remain in school for any specific number of semesters or other terms if the student completes the required curriculum early.

[ ] [OPTION #2]

~~The requirements for graduation from high school include passing the graduation tests required by the State Board of Education or meeting the alternative pathway to graduation, and earning~~ The requirements for graduation from high school include earning twenty-one (21) [minimum of twenty (20)] units of credit in grades nine (9) through twelve (12) as established in State law and this Board and fulfilling the requirements of one (1) graduation pathway that has been approved by the State. To graduate, students must earn twenty-one (21)_____( ) [minimum of twenty (20)] units of credit in grades nine through twelve as follows:

[NOTE: Adjust "Units Required" numbers up from statutory minimum listed if District has additional requirements.]

Subject	**Units Required**
English Language Arts [Minimum of four (4) credits]	4 units
Health [Minimum of one-half (1/2) credit]	1/2 unit
Physical Education [Minimum of one-half (1/2) credit]	1/2 unit
Mathematics [Minimum of four (4) credits] (must include one (1) unit of algebra II or equivalent of algebra II or one (1) unit of advanced computer science. Parents must sign a written statement acknowledging that not taking algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.) ~~(must include 1 unit algebra II or equivalent of algebra II)~~	4 units
Science [Minimum of three (3) credits] (must include 1 unit physical sciences, one (1) unit of life sciences, and	3 units

one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)

Social Studies [Minimum of two (2) credits] (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations)~~(must include 1/2 unit of American history and 1/2 unit of American government)~~ 3 units

History and Government [Minimum of one (1) credit] (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)

~~Fine Arts, including music~~ ~~electives~~ Electives [Minimum of five (5) credits] (must include one (1) or any combination of a foreign language, computer coding, fine arts, business, career-technical education, family and consumer sciences, technology, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required) 5 1/2 units

Technology 1/2 unit

[NOTE: END OF OPTIONS]

All students must receive instruction in economics and financial literacy during Grades 9 – 12. Additionally, all students must receive instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator from an approved source during Grades 9-12, unless the student is exempted from such training due to a disability or by written request of the parent.

[NOTE: Credit requirements in State law must still be met]

Students who achieve an industry credential or license that requires an examination shall not be required to take additional technical assessments. If the student does not participate in licensure or license examination, the student shall take the applicable technical assessments. Students must attain specified scores on assessments as required to demonstrate workforce readiness on a nationally recognized job skills assessment in order to obtain a diploma.

Certain students are not required to take the college and career readiness assessments administered to all eleventh (11th) grade students:

A. students who demonstrate they are remediation-free on the English, math and reading nationally-recognized assessments prior to the administration of the college and career readiness assessments;

B. students with significant cognitive disabilities who take an alternative assessment and students with intellectual disabilities ~~outlined in state~~ in accordance with State guidance, and

C. Limited English proficient students enrolled in United States schools for less than two (2) years for whom no appropriate accommodations are available.

Students may take the assessment even if they are not required to do so.

[X] The Board shall affix the State of Ohio Seal of Biliteracy to the diplomas of students who achieve all the requirements in an eligible language as established by the Ohio Department of Education. A student may be required to pay a fee to demonstrate proficiency in a language, which may include the cost of a standardized test.

[X] Physical Education Waiver

Students who have participated in interscholastic athletics, marching band, show choir, or cheerleading for at least two (2) full seasons as defined in the Student handbook, while enrolled in grades 9 through 12, and as documented by the Principal or his/her designee **[athletic director, assistant principal, guidance counselor, etc.]** may be excused from the high school physical education requirement. Students electing such an excuse shall complete one-half (1/2) unit of at least sixty (60) hours of instruction in another course of study which is designated by the Board as meeting the high school curriculum requirements. ~~( ) A student who has participated in the junior reserve officer training corps for at least two (2) full school years while enrolled in grades 9 through 12 may be excused from the high school physical education requirement and may use credit for such participation to satisfy the requirement to complete one-half (1/2) unit in another course of study.~~

Credit may be earned by:

A. completing coursework;

B. testing out of or demonstrating mastery of course content; or

C. pursuing one (1) or more educational options in accordance with the Center's Credit Flexibility Program.

Credit may be earned at an accredited postsecondary institution through College Credit Plus (CCP).

Every high school may permit students below the ninth grade to take advanced work for credit. This work shall count toward the graduation requirements if it was both:

A. taught by a person who possesses a license/certificate issued under State law that is valid for teaching high school;

B. designated by the Board as meeting the high school curriculum requirements.

~~For students graduating in the class of 2018 and beyond:~~

State Graduation Requirements

The District will comply with State Board of Education requirements for graduation. Students shall earn required credits for graduation in the appropriate subject areas, and achieve one (1) of ~~three (3) pathways~~ the pathways as summarized below (available pathways change and are specific to each graduating class):

Class of 2019 through Class of 2022

Students who have entered ninth grade before July 1, 2019 shall earn required credits for graduation in the appropriate subject areas, and achieve one (1) of three (3) pathways:

A. earning a State Board of Education approved, industry-recognized credential or group of credentials and achieve the required score on a workforce readiness assessment selected by the State~~a workforce readiness score on the Workkeys assessment~~; or

B. earning a cumulative score on subject-specific end of course exams equal to State Board requirements for the year of graduation; or

C. earning remediation-free scores in English language arts and math on a nationally recognized college admission exam such as ACT or SAT.

Students in the graduating classes of 2019 and 2020 may be eligible for graduation by completing two (2) additional alternative pathways.

A. Academic Pathway. Take all end-of-course examinations and retake examinations in English Language Arts or Math at least once if the student received a score lower than a three (3), plus meet at least two (2) of the following conditions:

1. attain an attendance rate of at least ninety-three percent (93%) during twelfth grade year (not available for students who enter ninth grade after July 1, 2016)
2. take at least four (4) full-year or equivalent courses during twelfth grade and obtain a grade point average of 2.5 on a 4.0 scale during twelfth grade (students who entered ninth grade between July 1, 2016, and June 30, 2017, must obtain this GPA during eleventh grade as well)
3. complete a capstone project during twelfth grade in accordance with District administrative guidelines (capstone projects for students who entered ninth grade between July 1, 2016, and June 30, 2017, must comply with guidance to be developed by the State)
4. complete 120 hours of work in community service in accordance with District administrative guidelines (community service approved for students who entered ninth grade between July 1, 2016, and June 30, 2017, must comply with guidance to be developed by the State and be both approved and verified by the District)
5. earn three (3) or more transcripted credit hours under the College Credit Plus Program at any time during high school
6. pass an Advanced Placement or International Baccalaureate course and receive a score of three (3) or higher for an AP examination or four (4) or higher for an International Baccalaureate examination during high school
7. earn a level three (3) score for each of "reading for information," "applied mathematics," and "locating information" components of the job skills assessment selected by the State Board
8. obtain an industry-recognized credential or a group of credentials equal to at least three (3) total points
9. satisfy conditions required to receive an OhioMeans-Jobs-readiness seal

B. Career Technical Pathway

Take all end-of-course examinations; complete a career-technical training program approved by ODE that includes at least four (4) career-technical courses, and meet one (1) of the following conditions:

1. demonstrate successful workplace participation with 250 hours of workplace experience and evidence of regular, positive evaluations from the employee or supervisor and a representative of the School District
2. obtain an industry-recognized credential or group of credentials equal to at least twelve (12) points
3. attain a cumulative score of at least proficient on career-technical education assessments or test modules required for the program

Class of 2023 and Beyond

Students who enter ninth grade after July 1, 2019, must satisfy the following two (2) requirements. (X) The Board of Education permits students who enter ninth grade before July 1, 2019, to earn a diploma if they meet these requirements as an additional pathway to graduation. ~~[DRAFTING NOTE: A District has the option of permitting students to earn a diploma by meeting the requirements.]~~

A. Earn at least two (2) State diploma seals, one (1) of which must include:

1. Seal of Biliteracy;
2. OhioMeansJobs-readiness Seal; or
3. State Diploma Seal in one (1) of the following areas: Industry-recognized Credential Seal; College-ready seal; Military Enlistment Seal; Citizenship seal; Science Seal; Honors Diploma Seal; Technology Seal.

The Board offers the following additional seal(s) in accordance with adopted administrative guidelines: (X) Community Service Seal; (X) Fine/Performing Arts Seal; (X) Student Engagement Seal. ~~[DRAFTING NOTE: A District must offer at least one (1) of these seals and develop guidelines for awarding the seal(s)]~~

B. Attain a competency score on each of the Algebra I and English Language Arts II end-of-course examinations. Students who receive a proficient score on Algebra I or English Language Arts prior to entering high school will fulfill this requirement and will not be required to retake the exams. Students who fail to attain the competency score in either subject will be offered remedial support and will be required to retake the exam(s) at least once. A student who fails to achieve the competency score a second time may demonstrate competency in the failed subject area by completing one (1) of the following:

1. earn course credit through College Credit plus in that subject
2. provide evidence of enlistment in a branch of the armed services of the United States; or
3. complete two (2) of the following options, with at least one (1) of the options being a foundational option

a. **Foundational Options**: earning a score of proficient or higher on three (3) or more State technical assessments; obtaining an industry-recognized credential; completing a pre-apprenticeship or apprenticeship in a chosen career field; providing evidence of acceptance into an apprenticeship program after high school that is restricted to participants eighteen (18) years of age or older.

b. **Supporting Options**: completing 250 hours of a work-based learning experience with evidence of positive evaluations; obtaining an OhioMeansJobs-readiness seal; attaining a workforce readiness score selected by the State.

An honors diploma shall be awarded to any student who meets the established requirements for graduation or the requirements of his/her IEP; attains the applicable scores on the tests required by the State Board of Education to graduate; and meets any additional criteria the State Board may establish.

Participation in commencement exercises is a privilege and not a right. Commencement exercises will include only those students who have successfully completed requirements for graduation as certified by the high school principal, those students who have been deemed eligible to participate in such exercises in accordance with the terms of their IEP, or students who have successfully completed all local graduation requirements except for the the completion of a state-required pathway. Students who have completed all local graduation requirements except for the completion of a state-required pathway and participate in commencement exercises will not receive their high school diploma; rather, they will receive a certificate of attendance. ~~Commencement exercises will include only those students who have successfully completed requirements for graduation as certified by the high school principal or those students who have otherwise been deemed eligible to participate in such exercises, in accordance with the terms of their IEP. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure.~~ A student may be denied participation in the ceremony of graduation when personal conduct so warrants. However, no student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure.

The Board also shall grant a diploma of adult education to all District residents over the age of twenty-one (21) who meet the requirements established by the State Board of Education.

~~The Superintendent shall establish whatever administrative guidelines are necessary to comply with State rules and regulations.~~

R.C. 3313.60, 3313.6021, 3313.603, 3313.61, 3313.611, 3313.6111, 3313.614
R.C. 3313.615, 3313.617, 3313.618, 3313.647, 3313.903, 3323.08
R.C. 3301.07, 0710, 0711
A.C. 3301-41-01, 3301-13-01 to 07

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Legal

R.C. 3313.60, 3313.6021, 3313.603, 3313.61, 3313.611, 3313.6111, 3313.614
R.C. 3313.615, 3313.617, 3313.618, 3313.647, 3313.903, 3323.08
R.C. 3301.07, 0710, 0711
A.C. 3301-41-01, 3301-13-01 to 07

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 New STUDENTS AT-RISK OF NOT QUALIFYING FOR A HIGH SCHOOL DIPLOMA
Code	po5460.02
Status	

5460.02 - **STUDENTS AT-RISK OF NOT QUALIFYING FOR A HIGH SCHOOL DIPLOMA**

The Board of Education is committed to ensuring that all students have an opportunity to graduate with a high school diploma. To assist with this commitment, a graduation plan is developed for all students who are enrolled in high school. The Board also utilizes specific procedures and criteria to identify students who are at-risk of not qualifying for a high school diploma and provides appropriate interventions and supports to assist at-risk students in meeting graduation requirements.

Development of a Graduation Plan

The District will develop a graduation plan for each student enrolled in grades nine through twelve. The plan will be developed jointly by the student and a District representative and will remain in effect until the student qualifies for a high school diploma. The plan will be updated annually and will describe the targeted academic pathway(s) for the student to meet graduation requirements. Parents/guardians will be invited to assist in developing and updating the graduation plan.

[x~~] The District may use a student's Individualized Education Plan ("IEP") in lieu of developing a graduation plan if the IEP contains academic goals that are substantively similar to a graduation plan.

Criteria for Identifying Students At-Risk

The determination of whether a student is at-risk of not qualifying for a high school diploma will be made using one (1) or more of the following criteria:

A. student's lack of adequate progress in meeting the terms of a graduation plan;

B. **(X)** excessive tardiness or absences from school;

C. **(X)** history of in-school or out-of-school discipline such as suspension and expulsion;

D. ~~( ) failing quarter/semester grades in ___ or more classes for at least ___ semesters during high school;~~

E. ~~( ) _____;~~

F. ~~( ) _____.~~

~~Administrative guidelines will be implemented that further define the criteria and how it will be used to identify at-risk students.~~

Procedures for Identifying Students At-Risk

The Superintendent will develop and implement procedures for identifying at-risk students enrolled in grades nine through twelve. **[ ]** Procedures may also include a process to identify at-risk students before they enter ninth grade.

The procedures will include a method for determining when a student is not making adequate progress in meeting the terms of their graduation plan, as well as a process for determining whether students meet any of the other criteria included in this policy ~~and administrative guidelines~~. Students who are identified as at-risk will be provided appropriate interventions and supports in accordance with Board policy ~~and administrative guidelines~~.

Parent Notice

Upon determination that a student has been identified as at-risk, and at least annually thereafter while the student remains identified as at-risk, the District will provide parents/guardians with written notice. The notice will include the following information:

A. a statement that the student is at-risk of not qualifying for a high school diploma;

B. a description of the curriculum requirements and/or the student's individualized education program requirements that must be completed, as well as any other requirements a student, must satisfy to qualify for a high school diploma; and

C. a description of any additional instructional interventions and supports that are available to assist the student with meeting the qualifications for a diploma.

Interventions and Supports

The Board will provide instructional interventions and supports for students identified as at-risk. The interventions and supports will be selected to assist the student in qualifying for a diploma. ~~Interventions and supports may include the following:~~

A. ~~( ) mentoring programs;~~

B. ~~( ) tutoring programs;~~

C. ~~( ) earning high school credit through demonstration of subject area competency;~~

D. ~~( ) adjusted curriculum options;~~

E. ~~( ) career-technical program options;~~

F. ~~( ) mental health services;~~

G. ~~( ) physical health care services;~~

H. ~~( ) family engagement and support services;~~

I. ~~( ) _____~~

J. ~~( ) _____~~.

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Legal R.C. 3313.617, 3313.618

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised AUTHORIZATION TO ACCEPT AND DISTRIBUTE ELECTRONIC RECORDS AND TO USE ELECTRONIC SIGNATURES
Code	po6107
Status	
Adopted	October 14, 2013

6107 - **AUTHORIZATION TO ACCEPT AND DISTRIBUTE ELECTRONIC RECORDS AND TO USE ELECTRONIC SIGNATURES**

Unless a provision of law ~~enacted after September 14, 2000,~~ specifically prohibits the use of an electronic record for the specified purpose, the Board of Education authorizes the acceptance and distribution/transmission of electronic records and electronic signatures to and from District staff and other persons, as well as between District staff members. The Board further authorizes District staff to create, generate, send, communicate, receive, store, process, use, and rely upon electronic records and electronic signatures. The Superintendent shall put in place measures to protect the integrity, security, and accessibility of electronic signatures and electronic records to comply with the mandates of State and Federal agencies or programs, including Medicaid.

All District staff shall comply with all provisions of the Uniform Electronic Transaction Act when creating, generating, sending, communicating, receiving, storing, processing, using, and relying upon electronic records. Further, all District staff and other persons who use electronic signatures when completing transactions with the Board shall do so in compliance with State law.

~~The Superintendent is authorized to develop administrative guidelines concerning~~With regard to the acceptance and distribution/transmission of electronic records and electronic signatures~~. After giving due consideration to security~~, the Superintendent may specify the following:

A. The manner and format in which the electronic records must be created, generated, sent, communicated, received, and stored, and the systems established for those purposes.

B. If electronic records must be signed by electronic means, the type of electronic signature that is required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of, or criteria that must be met, by any third party used by a person filing a document to facilitate the process.

C. Control processes and procedures as appropriate to provide for adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records.

D. Any other required attributes for electronic records that are specified for nonelectronic records or reasonably necessary under the circumstances.

~~All District staff shall comply with all provisions of the Uniform Electronic Transaction Act when creating, generating, sending, communicating, receiving, storing, processing, using, and relying upon electronic records. Further, all District staff and other persons who use electronic signatures when completing transactions with the Board shall do so in compliance with State law.~~

15 U.S.C. 7001 et seq.
Ohio Revised Code Chapter 1306

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Legal	15 U.S.C. 7001 et seq Ohio Revised Code Chapter 1306

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

(This agreement form was authored by Barber & Hoffman, Inc. and contains adapted excerpts from CASE Document 1-1996; no part of this document form may be used for other than information purposes without our written consent.)

Side 1

Structural Engineer:
Barber & Hoffman, Inc.
2217 East 9th Street, Suite 350
Cleveland, Ohio 44115

Client: ***Wadsworth City School District***
524 Broad Street
Wadsworth, Ohio 44281

Attn: ***Andrew J. Hill, Superintendent***

Phone: ***(330) 335-1301***

e-mail: ***ahill@wadsworthschools.org***

Date: ***February 12, 2020***
Proposal No.: ***59256A***
Project No.: ***19240A***

Project Name: ***Wadsworth City School Bus Garage – Structural Repair of Steel Columns***
Construction Administration (CA) Services

Location: ***Wadsworth, Ohio***

Scope of Services: Consultation; up to four (4) site visits and/or meetings; review repair work by selected Contractor; review shop drawings and technical submittals from Contractor; issue field reports; confirm compliance with design intent.

Fee Arrangement: Hourly billing basis for personnel at rates in effect at the time of services, plus reimbursable expenses (primarily mileage at $0.575 per mile) capped at allowance of $200. Estimated Fee $4,500.

Principals $200 Associate Principal $175 Senior Associate $150 Associate $130 Sr. Engineers $110
Engineers $100 Designers $90 Sr. Technicians $85 Technicians $70 Clerical $65 Intern Engineer $60

Special Conditions: Any additional work beyond the Scope of Services mentioned above will be billed at the hourly rates as noted above for the current year. **NOTE:** Part of this proposal request involves additional services beyond our initial assignment, which did not originally include evaluation of multiple deteriorated steel lintels and developing structural repair details in the Bid Set Drawings.

Offered by BARBER & HOFFMAN, INC.

Ronald M. Czaplicki, P.E.
Vice-President

The terms and conditions on the reverse of this form are part of this Agreement.

BILL TO: _____

_____

_____

Accepted by CLIENT:

_____
Authorized Signature

_____
Printed Name Title

For: Wadsworth City School District

Date: _____

CLIENT: Please return to Barber & Hoffman as soon as possible one fully executed copy of this document.

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

(This agreement form was authored by Barber & Hoffman, Inc. and contains adapted excerpts from CASL Document 1-1996; no part of this document form may be used for other than information purposes without our written consent.)

Side 2

Terms and Conditions

Barber & Hoffman, Inc. shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, Barber & Hoffman, Inc. ("B&H") will have access to the site for activities necessary for the performance of the services; B&H will take precautions to minimize damage due to these activities. B&H does not include in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an ESTIMATE based upon the ***Scope of Services***, and such ESTIMATE shall not be exceeded by more than 10% without written approval of the Client. Where the fee arrangement is on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings and Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due payment when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and B&H may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers, if any stated on Side 1, shall be credited on the final invoice. A service charge of 1.5% (or legal rate) per month on the unpaid balance (compounded) will be billed the Client at B&H's discretion.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If B&H has reason to believe that such a condition may exist, B&H shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If the Client fails to authorize such investigation or correction after due notification, or B&H has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and B&H shall not be responsible for the existing condition nor any resulting damages to persons or property. B&H shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations as stated herein. In the event of termination, the Client shall pay B&H for all services rendered to the date of termination and all reimbursable expenses, ~~and reasonable termination expenses~~. 2/18/2020

Ownership of Documents

All documents produced by B&H under this Agreement remain Barber & Hoffman's property and may not be used for any other endeavor without B&H's written consent.

Dispute Resolution

Any claim or dispute between the Client and B&H shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This Agreement is governed by the laws of the jurisdiction where the work is being performed.

Barons Bus Lines

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www.baronsbus.com

Please make all checks payable to Barons Bus
Send to: PO BOX 31088 Independence, OH 44131

Confirmation

Isham Memorial Elementary School
Mrs Diane Lukens
325 Sunset Blvd
Wadsworth, OH 44281

Charter # 19723
Date Printed: Friday, February 14, 2020
PO #:
Group Name:
Phone: 330-819-9140 Fax:
Salesperson: Dennis Digeronimo
Email: dennis@baronsbus.com
Cust Email: dlukens@wadsworthschools.org

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Isham Memorial Elementary School 325 Sunset Blvd Wadsworth, OH	7:30am	05/21/20	2	56 pax / WiFi	112
Via	Ohio Statehouse 1 Capitol Square Columbus, OH		05/21/20			112
Dropoff	COSI 333 West Broad Street Columbus, OH		05/21/20			112
Pickup	COSI 333 West Broad Street Columbus, OH	3:30pm	05/21/20			112
Dropoff	Isham Memorial Elementary School 325 Sunset Blvd Wadsworth, OH	6:30pm	05/21/20			112

Total Cost: $ 2,500.00 **is due: Jun 22, 20**

Itinerary: Visits to:

1) Ohio Statehouse: 9:30 AM - 11:15 AM
2) COSI: 11:30 AM - 3:30 PM

TO RESERVE A VEHICLE, WE MUST RECEIVE A DEPOSIT OF $100 PER BUS, FOR A ONE DAY TOUR, A DEPOSIT OF $250 PER BUS, FOR A MULTI-DAY TOUR, AND A $500 DEPOSIT PER BUS FOR A SATURDAY CASINO OR AMISH COUNTRY TRIP. CANCELLATIONS MUST BE MADE 30 DAYS PRIOR TO DEPARTURE, OTHERWISE DEPOSIT WILL BE FORFEITED

****** SMOKING IS PROHIBITED AT ALL TIMES ON THE VEHICLES ******

COSTS ARE BASED ON THE SERVICES DETAILED ABOVE AND ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR FINAL ITINERARY. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF THE REQUESTED DRIVERS. A SIGNED CONTRACT AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT.

Emergency Contact Information: **Dispatch 216-372-1207**
Dennis 216-386-0742 Patrick 440-570-3158
Tom 216-337-7344 John 216-337-4611

Barons Bus Lines

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Toll Free 888-378-3823 Local 440-882-3703 Fax 440-886-0512
www.baronsbus.com

Please make all checks payable to Barons Bus
Send to: PO BOX 31088 Independence, OH 44131

Confirmation

Lincoln Elementary School
Janice Cerovac
280 N Lyman Streeet
Wadsworth, OH 44281

Charter # 19711
Date Printed: Thursday, February 13, 2020
PO #: 202233
Group Name: Lincoln Elem School - 1st Grage
Phone: Fax:
Salesperson: Dennis Digeronimo
Email: dennis@baronsbus.com
Cust Email: jcerovac@wadsworthschools.org

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Lincoln Elementary School 280 North Lyman Street Wadsworth, OI	9:15am	05/21/20	1	56 pax / WiFi	56
Dropoff	Cleveland Metroparks Zoo 3900 Wildlife Way Cleveland, OH		05/21/20			56
Pickup	Cleveland Metroparks Zoo 3900 Wildlife Way Cleveland, OH		05/21/20			56
Dropoff	Lincoln Elementary School 280 North Lyman Street Wadsworth, OI	4:00pm	05/21/20			56

Total Cost: $ 775.00 **is due: Jun 22, 20**

TO RESERVE A VEHICLE, WE MUST RECEIVE A DEPOSIT OF $100 PER BUS, FOR A ONE DAY TOUR, A DEPOSIT OF $250 PER BUS, FOR A MULTI-DAY TOUR, AND A $500 DEPOSIT PER BUS FOR A SATURDAY CASINO OR AMISH COUNTRY TRIP. CANCELLATIONS MUST BE MADE 30 DAYS PRIOR TO DEPARTURE, OTHERWISE DEPOSIT WILL BE FORFEITED

****** SMOKING IS PROHIBITED AT ALL TIMES ON THE VEHICLES ******

COSTS ARE BASED ON THE SERVICES DETAILED ABOVE AND ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR FINAL ITINERARY. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF THE REQUESTED DRIVERS. A SIGNED CONTRACT AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT.

Emergency Contact Information: **Dispatch 216-372-1207**
Dennis 216-386-0742 Patrick 440-570-3158
Tom 216-337-7344 John 216-337-4611

Barons Bus Lines

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www.baronsbus.com

Please make all checks payable to Barons Bus
Send to: PO BOX 31088 Independence, OH 44131

Confirmation

Lincoln Elementary School
Janice Cerovac
280 N Lyman Streeet
Wadsworth, OH 44281

Charter # 19839
Date Printed: Thursday, February 20, 2020
PO #: 202277
Group Name:
Phone: Fax:
Salesperson: Kim Arcuri
Email: kim@baronsbus.com
Cust Email: jcerovac@wadsworthschools.org

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Lincoln Elementary School 280 North Lyman Street Wadsworth, OI	8:45am	05/19/20	1	56 pax / WiFi	56
Dropoff	McKinley Museum & Monument 800 McKinley Monument Dr NW Cante		05/19/20			56
Pickup	McKinley Museum & Monument 800 McKinley Monument Dr NW Cante		05/19/20			56
Dropoff	Lincoln Elementary School 280 North Lyman Street Wadsworth, OI	3:15pm	05/19/20			56

Total Cost: $ 825.00 **is due: Jun 19, 20**

Itinerary Stop one is: Harry London Chocolate Factory by 9:50 sharp.
Stop two is: McKinley Museum by 12:30

TO RESERVE A VEHICLE, WE MUST RECEIVE A DEPOSIT OF $100 PER BUS, FOR A ONE DAY TOUR, A DEPOSIT OF $250 PER BUS, FOR A MULTI-DAY TOUR, AND A $500 DEPOSIT PER BUS FOR A SATURDAY CASINO OR AMISH COUNTRY TRIP. CANCELLATIONS MUST BE MADE 30 DAYS PRIOR TO DEPARTURE, OTHERWISE DEPOSIT WILL BE FORFEITED

****** SMOKING IS PROHIBITED AT ALL TIMES ON THE VEHICLES ******

COSTS ARE BASED ON THE SERVICES DETAILED ABOVE AND ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR FINAL ITINERARY. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF THE REQUESTED DRIVERS. A SIGNED CONTRACT AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT

Emergency Contact Information: **Dispatch 216-372-1207**
Dennis 216-386-0742 Patrick 440-570-3158
Tom 216-337-7344 John 216-337-4611

College Now
Greater Cleveland
Developing Tomorrow's Talent Today

Memorandum of Understanding Between
College Now Greater Cleveland
And
Wadsworth High School

I. Background

The mission of College Now Greater Cleveland (COLLEGE NOW) is to increase college attainment through college and career access advising, financial aid counseling, and scholarship and retention services. For over 50 years, our goal has been to help students pursue educational opportunities that empower them to embark on rewarding careers and strengthen our community.

II. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly define the roles and responsibilities of each party as it relates to: (1) an Advising Plan for advising WADSWORTH HIGH SCHOOL students and their parents; (2) a plan for data exchange; (3) a plan to make Wadsworth High School personnel aware of College Now services; (4) a plan to provide space and resources for the on-site College Now advisor; (5) a plan to recommend Wadsworth High School seniors for scholarships from College Now, provided that funding is available; and (6) a plan to evaluate the COLLEGE NOW advisor and services provided.

This MOU is intended to provide a written acknowledgement of collaboration between the organizations.

III. Definitions

For the purposes of this MOU,

- Wadsworth High School student shall refer to a student who is in, unless Wadsworth High School informs COLLEGE NOW otherwise.
- RECOMMENDED STUDENT shall refer to a senior student who has met the COLLEGE NOW application deadlines for the scholarship application, Free Application for Federal Student Aid (FAFSA), graduation and minimum cumulative grade point average and ACT/SAT testing requirements, and who has turned in required paperwork to the COLLEGE NOW advisor by the deadline.
- ADVISING SERVICES are any services selected on the Advising Plan Appendix that the Wadsworth High School contracts with COLLEGE NOW to provide as part of the Advising Plan. The Advising Plan Appendix is required and is made a part of the MOU.
- A DAY OF SERVICE equals 7 hours. A HALF DAY OF SERVICE equals 3.5 hours.
- DATA includes any student information such as demographic information, cumulative grade point averages, ACT/SAT scores, and expected year of graduation.

IV. College Now Responsibilities under this MOU

1. COLLEGE NOW Advisor will be available to speak with staff on issues of the college going process.
2. COLLEGE NOW will provide a trained college access Advisor for the amount of time requested by Wadsworth High School in no less than half day increments. Evening presentations count as half days.
3. COLLEGE NOW Advisor will provide advising, financial aid, and scholarship services as indicated on the attached Menu of Advising Services.
4. COLLEGE NOW will provide its Advisor with a cell phone, laptop computer and printer.
5. COLLEGE NOW will send a semi-annual evaluation to the designated Wadsworth High School counselor asking for feedback about COLLEGE NOW services. The feedback from these evaluations is used for customer service, training, professional development, and performance evaluation purposes.
6. COLLEGE NOW Advisor will recommend seniors for COLLEGE NOW scholarships, when funding is available.
7. As part of the data exchange, COLLEGE NOW will submit names of Wadsworth High School students who were served by the COLLEGE NOW Advisor to the National Student Clearinghouse in order to obtain post-secondary persistence and graduation information. COLLEGE NOW is FERPA complaint (See explanation for details).

8. COLLEGE NOW will provide a year-end summary of services provided, students served, and scholarship awarded students (if applicable) to Wadsworth High School.

V. School Responsibilities under this MOU

1. Wadsworth High School will provide working space and internet access.
2. Wadsworth High School will provide access to a copy machine to be used only in the servicing of students' needs.
3. Wadsworth High School will publicize COLLEGE NOW services at the school and make all reasonable attempts to ensure access to students.

VI. Data Requirements

COLLEGE NOW's Data Requirements are outlined in the "Data Exchange Appendix", which is required and is made a part of this MOU. Restated here, Wadsworth High School will, by September 30th, and again by January 30th, provide an electronic student data roster of grade levels Wadsworth High School consisting of student name, address, date of birth, grade level, GPA, and ACT/SAT scores. The student data template can be emailed to rosters@collegenowgc.org.

COLLEGE NOW Advisors rely on accurate and timely rosters in order to maximize service opportunities to students. It is critical to our success that this information is received in advance of Advisors arriving in schools to serve students. Data received after September 30th and/or January 30th may jeopardize the efficiency and effectiveness of the Advisor's work.

See the "Data Exchange Appendix" for a detailed explanation of COLLEGE NOW's adherence to FERPA.

VII. Advising Plan

COLLEGE NOW will provide the services indicated by Wadsworth High School on the Advising Plan Appendix, which is required and is made a part of this MOU. Wadsworth High School selection may warrant a conversation about adjusting the specific services requested in order to accommodate the number of service days requested, or about increasing the number of COLLEGE NOW service days requested in order to accommodate the selection of services.

VIII. Personnel Background Check

All COLLEGE NOW Advisors have undergone drug and background screenings.

IX. Reporting Responsibilities

COLLEGE NOW agrees to report to High School authorities any suspected child abuse or neglect as these terms are defined under Ohio Revised Code 2151.03 that jeopardizes the physical and/or emotional well-being of a student.

X. Indemnification and hold harmless

COLLEGE NOW agrees to indemnify, defend, and hold harmless Wadsworth High School, all of its members, officers, employees, and agents from and against any and all liability (whether real or asserted) claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for personal and bodily injury or death of persons or damage or destruction of property which may result from and arise out of the negligence or intentional misconduct of COLLEGE NOW, its employees, officers, agents, subcontractors, or interns screened, selected and/or trained by Contractor, in the performance of this Agreement. The District reserves the right to use counsel of its own choosing, at its own expense, with regard to any such claim for which indemnification and defense is sought. This indemnification obligation shall survive the term of this Agreement.

XI. Independent Contractor

COLLEGE NOW and Wadsworth High School acknowledge and agree that COLLEGE NOW is an independent contractor and has no authority to bind Wadsworth High School or otherwise act as a representative of Wadsworth High School. COLLEGE NOW shall retain the right to exercise full control and supervision over its employees, compensation and discharge, and agrees to be solely responsible for all matters relating to its employees, including, but not limited to, compliance with social security, withholding, workers' compensation, and all other regulations governing such employment matters.

XII. Confidentiality/Ownership

COLLEGE NOW agrees that all financial, statistical, proprietary, or student information provided by Wadsworth High School or any information that COLLEGE NOW may acquire, directly or indirectly which relates to Wadsworth High School will be kept confidential and not used by or released to any third party or parties without the prior written consent of Wadsworth High School. COLLEGE NOW further agrees that any written material (e.g., report, study, etc.) developed for Wadsworth High School and all rights, title and interest therein shall belong exclusively to Wadsworth High School. Wadsworth High School shall be entitled to obtain copyright or any similar such protection for any deliverables furnished by COLLEGE NOW hereunder and that any such material is considered a "work-for-hire."

XIII. MOU Modification and Termination

It is mutually understood and agreed by and between the parties that:

- This agreement may be modified by mutual agreement of COLLEGE NOW and Wadsworth High School.
- This agreement will be revisited each spring in preparation for the upcoming academic year.

XIV. Term and Payment

This agreement takes effect on **August** 1 **, 2020** and ends on **June** 30 **, 2021**.

Preferred starting date as arranged with Wadsworth High School staff: _____

Wadsworth High School requests 15 **days of COLLEGE NOW services (15 day minimum)**

Daily Rate $450.00 *Please Check One:* X **Submitting Complete Rosters, twice annually** **OR** ☐ **Not Submitting Complete Rosters, twice annually**

Daily Rate is **$450.00** Daily Rate is **$500.00**

Total Contract amount: $ 6750

COLLEGE NOW invoices in October for the total amount due. Checks should be made payable to College Now Greater Cleveland, Inc. and mailed to COLLEGE NOW at Post Office Plaza, 1500 West 3rd Street, Suite 125 Cleveland, OH 44113.

XV. COLLEGE NOW and Wadsworth High School Contacts:

College Now Greater Cleveland	**Wadsworth High School**
Lee Friedman Chief Executive Officer 216-241-5587 lfriedman@collegenowgc.org	**Principal:** Steve Moore 330-335-1400 Smoore@wadsworthschools.org
Tax ID Number 34-6580096	**Billing:**
Lauren Seymour, Director Advising Programs and Services 216-635-0137 lseymour@collegenowgc.org	
Victor Courtney, Manager Advising Services and Programs 216-635-0156 vcourtney@collegenowgc.org	**School Counselor:** Laurie Freund 330-335-1400 LFreund@wadsworthschools.org
Jeff McKissick Chief Information Officer 216-241-5587 jmckissick@collegenowgc.org	**IT Contact:** Phil Luthman PLuthman@wadsworthschools.org

XVI. Effective Date and Signatures

This MOU shall be in effect upon the signatures of the organizations' authorized officials. Agreement is indicated by signatures and date below:

Lee Freedman	CEO		
COLLEGE NOW Authorizing Title	Official Title	Wadsworth High School Authorizing	Official
			
Signature	02/18/2020 Date	Signature	Date

College Now
Greater Cleveland
Developing Tomorrow's Talent Today

DATA EXCHANGE APPENDIX

This appendix is made to the Memorandum of Understanding (MOU)
Between College Now Greater Cleveland and Wadsworth High School
dated _____

COLLEGE NOW and FERPA

COLLEGE NOW is very pleased to provide advising services at your school this year. We value our relationship and the opportunity to serve your families, and we are grateful for the confidence you place in us. Part of the COLLEGE NOW advisor's job is to track in a web-based student database all the services provided to the students within a school. As you may imagine, this is a large part of the job and can require a fair amount of time. It is necessary however, for several reasons:

- College Now is a non-profit organization and we rely on grant and donor funding for a large part of our budget and the ability to offer our services at a subsidized rate. As a result, we need to report to our funders aggregate (not student-level) data about our advising work.
- College Now continually works to improve services, achieve outcomes, and maximize effort at the lowest cost using collected data from our services.
- College Now subscribes to the National Student Clearinghouse (NSC) so that we may obtain persistence and graduation rates for the students we work with. In order to receive accurate data from NSC, we must have accurate student data.
- The ability to reduce data entry time increases our ability to serve more students and families.
- At the end of the year, College Now will provide a report to you about our advising work in your school. We want that report to provide a complete picture of all the work we have done with your students. Data allows us to provide a more comprehensive college and career readiness analysis.
- COLLEGE NOW Advisors rely on accurate and timely rosters in order to maximize service opportunities to students. It is critical to our success that this information is received in advance of Advisors arriving in schools to serve students. Data received after September 30th and/or January 30th may jeopardize the efficiency and effectiveness of the Advisor's work.

Per the MOU we are requesting an electronic student data set that conforms to the template attached. Per the Family and Educational Rights Privacy Act (FERPA) legislative text on the reverse side of this page, College Now is a qualifying organization to receive, transmit, and securely handle your student-level data.

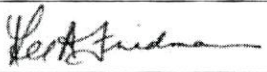
COLLEGE NOW Data Requirements

(as outlined in Article VI of the MOU)

Wadsworth High School will, by September 30th, and again by January 30th, provide an electronic student data roster of all grade levels to served consisting of student names, addresses, dates of birth, grade levels, GPA's, and ACT/SAT test scores. The student data roster can be emailed to rosters@collegenowgc.org. (See the FERPA explanation on the reverse side for details).

Listed below are the contacts who will coordinate the data exchange on behalf of COLLEGE NOW and Wadsworth High School

COLLEGE NOW Data Exchange Contact	Wadsworth High School Data Exchange Contact
Jeff McKissick, Chief Information Officer	
216.241.5587	
jmckissick@collegenowgc.org	

COLLEGE NOW Authorizing	Official Title	Wadsworth High School Authorizing	Official Title
Lee Freedman	CEO		
			

What Is FERPA?

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." Full text of FERPA is located here: http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html.

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. **However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):**
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - **Appropriate parties in connection with financial aid to a student;**
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

College Now
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ADVISING PLAN APPENDIX

This appendix is made to the Memorandum of Understanding (MOU)
Between College Now Greater Cleveland and Wadsworth High School
dated _____

COLLEGE NOW Advisor will provide the services indicated by Wadsworth High School on this Advising Plan. Wadsworth High School selection may warrant a conversation about adjusting the specific services selected in order to accommodate the number of service days requested, or about increasing the number of COLLEGE NOW service days requested in order to accommodate the selection of services.

Please check off the services requested and return with signed Memorandum of Understanding.

15 **days** of COLLEGE NOW services **(15 day minimum)**

Career Exploration: Grade levels 9 ____, 10 ____, 11____, 12 ✓

- ☒ Career planning & exploration: Using online planning tools to discover each student's best fit careers, and match to postsecondary education pathways. This may include using COLLEGE NOW's MAP (Managing Advancement Programs), a searchable database of available postsecondary training opportunities that lead to living wage employment. The use of MAP requires the completion of the "Managing Advancement Programs (MAP) Partner Agreement".

Postsecondary Test Preparation & Registration: Grade levels 9 ____, 10 ____, 11____, 12____

- ☐ ACT/SAT introduction: Explanation of college entrance exams and their importance for admissions and scholarships
- ☐ ACT/SAT preparation: Demonstration of resources available to prepare for the tests, as well as explaining test-taking strategies
- ☐ ACT/SAT registration: Assisting with test registration for national dates (using fee waivers when applicable)

College Exploration, Application, & Enrollment: Grade levels 9 ____, 10 ____, 11 ✓, 12 ✓

- ☒ College search & exploration: Using online planning tools to discover each student's target list of best fit colleges
- ☒ College planning: Understanding the college application process, including deadlines and document requirements
- ☒ College applications: Assistance in starting and completing college applications (using fee waivers when applicable)
- ☒ College essays: Assistance in college essay writing, editing, and review
- ☒ College enrollment: Assistance in selecting an institution and understanding the enrollment process, including paying deposits (using fee waivers when applicable) and registering for orientation and/or summer bridge programming

College Affordability: Grade levels 9 ____, 10 ____, 11 ✓, 12 ✓

- ☒ Financial literacy: Understanding various terms related to financial aid, including grants, loans, and interest rates
- ☒ FAFSA planning: Preparing to complete the FAFSA, including creation of FSA IDs and gathering of required tax documents
- ☒ Financial aid applications: Assistance with starting and completing financial aid applications, including FAFSA and CSS Profile
- ☒ Verification & special circumstances: Assisting the student when additional steps are required to receive financial aid
- ☒ Award letter comparison: Understanding the differences and similarities between each financial aid package

Scholarship Services: Grade levels 9 ____, 10 ____, 11 ✓, 12 ✓

- ☒ Scholarship searching: Understanding the best resources and locations to search for scholarships
- ☒ Scholarship essays: Assistance in scholarship essay writing, editing, and review
- ☒ College Now Scholarships: Assist in the application process for College Now Scholarships, provided funding is available

Special Programs included with in-school advising services: Grade levels 9 ____, 10 ____, 11____, 12____

- ☐ Senior Parent Night: After school hours presentation by advisor on the senior year timeline, including the necessary steps to apply for college and financial aid
- ☐ Junior Parent Night: After school hours presentation by advisor on how parents can prepare for any postsecondary-related activities, including understanding testing deadlines and the senior year timeline
- ☐ College Affordability Night: After school hours presentation by advisor on financial aid terminology and application deadlines, including grants, loans, common issues, and scholarship resources
- ☐ FAFSA Night: One-on-one assistance after school hours for students and families to complete all components of the FAFSA with a College Now advisor
- ☐ Transition to College Program: In-school opportunity for seniors to dialogue with current college students on their personal challenges, opportunities, and experiences of transitioning from high school to pursuing postsecondary education

Additional Program Offerings:

- ☐ College Visits: Up to $2,000 for a day trip to include round-trip transportation and cost of food for up to 40 individuals
  Number of visits requested: _____
- ☐ ACT or SAT Boot Camps: $3,000 for 16 hours of intensive curriculum-driven test preparation for small groups of students
  Number of boot camps requested: _____

COLLEGE NOW Authorizing	Official Title	Wadsworth High School Authorizing	Official Title
Lee Freedman	CEO		



CLEVELAND METROPARKS ZOO
SECURING A FUTURE FOR WILDLIFE

Conservation Education
Group Reservations
3900 Wildlife Way
Cleveland, Ohio 44109
(216) 635-3391
FAX (216) 635-3307
www.futureforwildlife.org

Group Reservation Confirmation / Invoice

Group Type: School Group from Outside Cuyahoga County

Date Printed 02/13/2020

TAMI STIVER
LINCOLN ELEMENTARY - WADSWORTH
280 NORTH LYMAN STREET
WADSWORTH OH 44281

Booking ID
0001418159
Visit Date:
Thu 05/21/20

Reservation Name:
LINCOLN ELEMENTARY - WADSWORTH

Date(s)	Opening Time	Closing Time	Resource
05/21/2020 - Thursday	10:00 am	5:00 pm	Discount Group Admission-Schools

Extra Items and Charges	Qty	Price	Tax	Total	Extended Total
#1 Free Chaperone For Each Set Of 10 Youth	4	$0.00	$0.00	$0.00	$0.00
#Discount Adult Chaperone FFW	8	$6.50	$0.00	$6.50	$52.00
#Gr 1 student FFW	46	$6.50	$0.00	$6.50	$299.00
				Total	**$351.00**
Payment Method: **Payment Prior**	**Remit payment before:** 5/18/2020			***Payments***	***$0.00***
				Balance due	**$351.00**

POLICIES

Chaperones: A minimum of 1 adult is requested to chaperone every 10 youth. Chaperones MUST stay with their group to prevent disruptive or inappropriate behavior. Group leaders must provide a cell phone number where they can be reached during their visit in case of emergency.

Bus Drivers: Bus drivers of pre-registered groups get free admission. Check in at the Ticket Plaza with your driver's license for a ticket.

Head count changes: Prior to your visit, you can update your head count using page 2 of this form or by calling (216) 635-3391. ***Head count increases made on the date of your visit can be done at the Ticket Plaza at the pre-registered discount rate during check in.***

Payment: Discount rates only apply to bookings made at least 30 days in advance. Final changes and payment in full (check, money order, MC, VISA, or DISCOVER) must be received 72 hours prior to the visit date. Purchase orders are not accepted. Checks should be made payable to "Cleveland Metroparks Zoo".
All paid wristbands are NON-REFUNDABLE, NON-EXCHANGEABLE, and REDEEMABLE ONLY ON THE DATE OF YOUR VISIT.

Cancellations: If payment is not received by 72 hours prior to the visit, the booking is deemed unconfirmed. Unconfirmed / unpaid bookings will be cancelled. Groups that choose to still visit will need to purchase general admission tickets at the box office. If you need to cancel, please call (216) 635-3391 at least 48-72 hours prior to your visit to reschedule.

"FREE MONDAY" Discount groups from Cuyahoga County and Hinckley Township of Medina County (Ohio)
Residents within Cuyahoga County and Hinckley Township are eligible for free Zoo admission on Mondays except legal holidays that fall between Memorial Day and Labor Day. "Free Monday" admission does not include The RainForest. If you would like to enter The RainForest please purchase your tickets in the Ticket Plaza for an additional fee per person.

ENHANCE YOUR VISIT

Call our office at (216) 635-3391 to learn more about:

- How Cleveland Metroparks Zoo secures a future for wildlife
- Animal encounter options, new exhibits and baby animals
- Paid activities
- Education programs and overnight stays inside the Zoo
- Lesson plans, scavenger hunts, and more on the free Online Resource Library
- Meal options - pack your own or buy here

Did you know you can earn your Master's degree at the Zoo? Apply today at futureforwildlife.org

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The wristbands are valid ONLY for the date of your scheduled visit and are Non-Refundable/ Non-Exchangeable.
Wristbands will be distributed only for those adults and youth in attendance on the date of the visit.

02/13/2020 10:29:57

Conservation Education
Group Reservations
3900 Wildlife Way
Cleveland, Ohio 44109
(216) 635-3391
FAX (216) 635-3307
www.futureforwildlife.org

GROUP LEADERS MUST COMPLETE THIS PAGE PRIOR TO THE SCHEDULED VISIT TO CONFIRM THIS BOOKING

Mail the form to the address above with payment or call us at (216) 635-3391 with a credit card payment and email the form to programregistration@clevelandmetroparks.com

GROUP LEADER: BRING A COPY OF THIS CONFIRMATION WITH YOU ON THE DAY OF YOUR VISIT.

PARKING:

- Parking is free.
- Follow parking directions from staff and/or signage upon entry. Buses will be directed to park in assigned areas. These parking lots may vary by day and attendance levels.

CHECK IN PROCESS:

- Proceed to the Will-Call/Registered Groups window in the Ticket Plaza.
- Provide the name of your organization when you check in. Be sure to buy extra admission at this time at the discounted rate.
- If you would like to add experiences such as giraffe feeding, carousel rides, train rides, 4D theater tickets and others, be sure to ask the cashier while picking up your wristbands.
- Distribute the admission wristbands to the adults and children in your group.
- Proceed to the Main Gate of the Zoo or The RainForest to start your visit.

OUT OF RESPECT FOR THE ANIMALS, OTHER GUESTS AND ZOO GROUNDS PLEASE:

- Familiarize yourself with the Zoo's Policies and Procedures found online at: https://clevelandmetroparks.com/zoo/visit/guest-services/zoo-policies-and-procedures .
- Ensure that the group stays together and is escorted by an adult at all times.
- Remain on designated paths and within designated guest areas.
- Do not throw any food or foreign objects into animal habitats.
- Be calm and respectful near all animal habitat areas.
- Appropriately use all designated trash and recycling receptacles.
- Be respectful of other groups that may have rented pavilions and picnic areas. If a sign indicates a space has been rented, please utilize a different area.

LINCOLN ELEMENTARY - WADSWORTH	05/21/2020	1418159
Name of Group	Date of Visit	Booking ID #

Changes to your reservation / final headcount::

_____ # of Adults + _____ # of Adults Assisting Students with Disabilities = _____ ☐ **Check here if no changes**

_____ # of Students & Grade + _____ # of Students with Disabilities = _____

Payment is due by 5/18/2020 *(if mailing a check, please permit enough time to mail prior to this deadline)*

Payment Type: (Please Circle One) **CHECK** **MC** **VISA** **DISCOVER**

_____ Total Amount Enclosed for Payment

_____ Credit Card Number: _____ CVV _____ Expiration Date

I have read the conditions herein and agree to abide by all provisions listed. Must be over 18 years of age to sign.

_____ Printed Name of Group Leader _____ Signature of Group Leader _____ Date

The wristbands are valid ONLY for the date of your scheduled visit and are Non-Refundable/ Non-Exchangeable.
Wristbands will be distributed only for those adults and youth in attendance on the date of the visit.

02/13/2020 10:29:57

akron zoo
500 Edgewood Ave
Akron, Ohio 44307
phone: 330-375-2550
fax: 330-375-2575

INVOICE

Invoice # TR200508G
Date: 1/29/2020

To:
Lincoln Elementary School
280 N. Lyman St. Wadsworth, OH 44281
Lisa Bressler - 330.335.1460 or lbressler@wadsworthschools.org

For:
Akron Zoo Field Trip
8-May-20

The Zoo will be open from 10:00 a.m. to 5:00 p.m. on the day of your visit

DESCRIPTION	Quantity	Price Per Ticket	AMOUNT
Prepaid Student	52	$5.50	$286.00
Prepaid Adults	0	$8.50	$0.00
*Free Adults	10	$0.00	$0.00
Parking Permits	1	$0.00	$0.00

*** You will receive one free adult ticket for every five student tickets (if paid in full at least 1 week before visit)**
Parking is free. We must still have an accurate bus count so we can plan accordingly.
Invoice number must be on payment for payment to be received.
Make all checks payable to Akron Zoo.
If you have any questions concerning this invoice, contact Brian Haverkamp at (330) 375-2550 x7284.

Payment Due 1-May-20

Total Due $286.00

For Office Use Only

Check Cash CC Payment Received By _____ Amount $ $286.00

Credit Card Payments

Amount $ $286.00 Signature _____

MC/Visa/Discover _____ Expiration Date _____

Billing Zip Code _____ CVV** _____ **3 digits found on the back of the card

K Field Trip - Ste Bradley 2/20/2020

Great Sounds DJ Services

Great Sounds DJ Services
DJ and Owner: Ben Kingland
Benjamin.Kingland@gmail.com
(740)-461-5681

Address: 178 Parkview Ave.
Wadsworth, Ohio 44281

For All Occasions:
Weddings, Anniversaries, Birthdays, Corporate Events, School Dances, Proms, Sound Reinforcement ...and more

Contract For Services

To secure your event reservation, complete this form and mail with deposit, made payable to: Benjamin Kingland, address listed above.

Client _____ Event for WHS Winter Formal Contact Choral Director Kalyn Davis

Day/Night Contact #s 330-335-1401 Ext: 21802 Cell [redacted] Email kdavis@wadsworthschools.org

Mailing Address Wadsworth High City, St School Gym Door #15 Zip 44281

Event Date 03-06-2020 Event Location WHS Gym Address 625 Broad

☑ Indoors ☐ Outdoors

Start of Event 8 pm Approx End 10:30pm DJ Music Start Time 7:30-8pm Approx Stop 10:30-10:45pm

Check which categories of music you prefer. Check as many as you wish. This will be discussed in further detail.

Oldies ___ Motown ___ Rock-n-Roll ___ Disco ___ 80s ___ Country ___ R&B ___ Classical ___
Jazz ___ Swing/Big Band ___ Other (list) Set List To Be Emailed

Length (up to)	3 HRS
Standard Fee (Sat / Other)	$225
Each Additional Hour	$75
Dance Floor Lights	$110
Customs & Party Props	N/A
Gear Rental (see DJ)	$220
Other (see DJ) Outside Gear Rental (Spkrs)	$110
~~Mileage Fee~~ Sub Total	$665
TAX $45 Discount	($10)
Total	$700
Deposit	$300
Balance	$400

To accomplish above event and in mutual consideration of the obligations entered into under this contract, it is agreed and between said Client and Great Sounds DJ Services as follows, with Customer referred to as Client and Great Sounds DJ Services as DJ. Please initial each line item, left of each line number.

1. DJ will provide sound and/or light entertainment provided Client agrees to all of the terms and conditions and indicates so by signing this contract and returning one copy to the DJ. The contract is NOT in effect until signed contract and deposit received. Great Sounds DJ Services reserves the right to meet with above client prior to accepting reservation.
2. Client shall ensure that the room or area designated for the event shall be available and open at least 3 HOURS before the above listed starting time as well as providing Great Sounds with the opportunity to tour the venue's location as it will be used for the event.
3. Client shall ensure that the DJ has proper protection from the elements, including direct sunlight, rain, etc. ~~Additional charge for the DJ to supply covered area (tent). If client is a school, auditorium, gym, stadium, etc. other requests may be made to accomodate the event.~~ BEK
4. Client to provide the DJ with sufficient electrical power supply within 50 feet of the area designated for the DJ and equipment, usually TWO 15/20 amp circuits for small to medium events and FOUR 15/20 amp circuits for large events.
5. DJ representatives will conduct themselves in a proper manner and appropriately dressed for the event. All DJ person(s) shall receive a complimentry meal (if one is being served at the above said event, as well as two non-alcholic drinks per hour).
6. Client shall provide any security needed to ensure a safe environment for the DJ employees. Client also assumes full responsibility for any equipment damage by guests or patrons of the Client.
7. The DJ cannot guarantee the availability of services past the contracted time. Overtime, if available, charged at **$75.00** per hour.
8. A non-refundable retainer fee (deposit) is required to confirm the requested date. This fee will be in all cases unless some other form of credit is approved and noted in this agreement. Final payment of balance to be made **BEFORE ____ OR AT THE START X OF THE EVENT** indicated by "X" marked above.
9. Payment of the retainer fee or payments on account will be accepted by personal, business, cashier check or cash payment. No handwritten changes may be made to this contract unless both the Client and the DJ initial the changes as being mutually acceptable.
10. Client agrees to pay a $50 service charge for all returned checks, plus any bank service charges incurred by the DJ.
11. Client WISHES X DOES NOT WISH ____ as indicated by "X" for requests to be made at above event. The DJ will make every effort to play requests but cannot be held responsible if specific selections are not available or for the lack of time or opportunity to play said requests.
→ Check Lyrics if possible - No Profanity per Kalyn Davis
12. **See Continued Agreement Items On Attatched Page 2 of 2 and Initial each line item, left of line number.**

[signature] 1-29-2020

13. In the event that the client or venue, especially that which takes place at a gym, school, stadium, etc , is other than a person's residence, they, the before mentioned MUST sign a copy of this contract as well as agree and initial to all applicable agreement line items

14. VENUE: If you the venue, school, gym, stadium, or otherwise, have an "in house" sound system, you here by agree by means of initialing, that said sound system will be made readily available to Great Sounds DJ Services for purposes to include, but not limited to: Announcements, "fill sound' in other words to bring a more enjoyable experience to your guests by means of your sound system not being the primary but additional sound source at the event above, especially in a large venue setting. You also agree that you will either have your own sound technitian available to run said sound system and will comply with the DJ's requests as a trained professional and/or agree that Great Sounds DJ Services may run your sound system without the explicit presence of your staff and/or faculty present. You also hereby agree Great Sounds DJ Services will have the opportunity to review and be familiarized with above mentioned system. Whether or not you prefer to have your sound technitian present, Great Sounds DJ Services takes no legal, liability, or otherwize responsibility in the opporation of above mentioned system.

15. ~~As prescribed by Ohio State Law, there are no requirements for the exceptance of liability or responsability for any of the following by a Disk Jockie (DJ) for hire, to include but not limited to: Loss, fire, breakage, theft, vandalism, loss of use or service, etc., of any item(s) or person(s) owned by or in gaurdianship of above mentioned venue. Furthermore, it is the sole responsibility of the before mentioned venue, to have in their possession, addiquate insurance, security, chaperones, or otherwise, to ensure the safety and well being of the above mentioned venue.~~ BEK

16. In the unlikely event that DJ's performance is delayed, liability is limited to providing Client with performance time equal to time lacking. A refund will be issued in the rare case that by some emergency or factor outside of the DJ's control, he/she was unable to arrive for the performance. No monetary or in-kind refunds will be provided to Client for delays or interruption in service caused by factors outside the control of the DJ included but not limited to; inadequate power, venue or Client caused delays, power outages, or acts of nature at outdoor venues.

17. If in the case that the venue date and/or time must be changed by the client, the deposit as well as the remaining balance will be due at the original date of the performance or event. However, Great Sounds DJ Service will do our best to provide services equal to those originally agreed upon at a later date with rescheduling fee of $100.00 to be paid in full at the time of reschedule.

18. The DJ of this event, reserves the right to deny any request for any reason he/she deems necessary for the quality or reputation of the event or of Great Sounds DJ Services. He/she also reserves the right to deny any requests from CD, HHD, memory stick, zip drive, mobile media, online sources, or otherwise.

19. The DJ of this event reserves the right to remove from the venue or request removal by management, supervisors or proper authorities at hand, any person(s) he/she believes to be a threat to the safety or well being of either him/herself or that of those at the venue.

20. **This Agreement may be executed in any number of counterparts, each of which shall be deemed original, and facsimile copies, scanned copies and/or photocopies of signatures shall be deemed valid as originals. The Client signs above on Page 1 of 2 on behalf of their company / organization (where applicable). By Initial or by signiture, you hereby attest to possessing the authority to Bind in Contract above said services for the above said event and/or venue. PLEASE INITIAL AND SIGN: _____ / _____**

*** Other Requests or Granting of Requests ***

I, The Client REQUEST_____ DO NOT REQUEST X Indicated by "X", FOG MACHINE USE AT THIS EVENT. I, the understand that I will need to disable any smoke or fire detection equiptment during said event and hold sole responsability ar any and all actual or false fire alarms during this event.

- Tour Conducted 1-28-2020 w/Kalyn Davis - BEK -
- Maint. Director Needs to I.D. and/or provide 2x individual 15/20 Amp outlets For use of DJ Equipt. - BEK -
- Deposit Due Feb 6th 2020 OR As Soon As Possible to reserve Equipt - BEK

School Superintendent Dr. Hill

Your Name (Print)

Signature

Facility Manager/Director/Principal/Etc.

Signature

BENJAMIN E. KINGLAND

Great Sounds DJ Services (Print)

Signature

Date Signed

Date Signed

Great Sounds DJ Services

Great Sounds DJ Services
DJ and Owner: Ben Kingland
Benjamin.Kingland@gmail.com
(740)-461-5681

Address: 178 Parkview Ave.
Wadsworth, Ohio 44281

For All Occasions:
Weddings, Anniversaries, Birthdays, Corporate Events, School Dances, Proms, Sound Reinforcement ...and more

Contract For Services

To secure your event reservation, complete this form and mail with deposit, made payable to: Benjamin Kingland, address listed above.

Client _____ Event for _____ Contact _____

Day/Night Contact #s _____ / _____ Cell _____ Email _____

Mailing Address _____ City, St _____ Zip _____

Event Date _____ Event Location _____ Address _____

☐ Indoors ☐ Outdoors

Start of Event _____ Approx End _____ DJ Music Start Time _____ Approx Stop _____

Check which categories of music you prefer. Check as many as you wish. This will be discussed in further detail.

Oldies ___ Motown ___ Rock-n-Roll ___ Disco ___ 80s ___ Country ___ R&B ___ Classical ___
Jazz ___ Swing/Big Band ___ Other (list) _____

Length (up to)	Note: A	5 HRS
Standard Fee (Sat / Other)		$400
Each Additional Hour		$75
Dance Floor Lights		$50
Customs & Party Props		N/A
Gear Rental (see DJ)		$110
Other (see DJ)	→TAX	$40
Mileage Fee		N/A
Total		$600
Deposit		$250
Balance		$350

To accomplish above event and in mutual consideration of the obligations entered into under this contract, it is agreed and between said Client and Great Sounds DJ Services as follows, with Customer referred to as Client and Great Sounds DJ Services as DJ. Please initial each line item, left of each line number.

1. DJ will provide sound and/or light entertainment provided Client agrees to all of the terms and conditions and indicates so by signing this contract and returning one copy to the DJ. The contract is NOT in effect until signed contract and deposit received. Great Sounds DJ Services reserves the right to meet with above client prior to accepting reservation.
2. Client shall ensure that the room or area designated for the event shall be available and open at least 3 HOURS before the above listed starting time as well as providing Great Sounds with the opportunity to tour the venue's location as it will be used for the event.
3. Client shall ensure that the DJ has proper protection from the elements, including direct sunlight, rain, etc. ~~Additional charge for the DJ to supply covered area (tent). If client is a school - auditorium, gym, stadium, etc., other requests may be made to accomidate the event.~~ BEK
4. Client to provide the DJ with sufficient electrical power supply within 50 feet of the area designated for the DJ and equipment, usually TWO 15/20 amp circuits for small to medium events and FOUR 15/20 amp circuits for large events.
5. DJ representatives will conduct themselves in a proper manner and appropriately dressed for the event. All DJ person(s) shall receive a complimentry meal (if one is being served at the above said event, as well as two non-alcholic drinks per hour).
6. Client shall provide any security needed to ensure a safe environment for the DJ employees. Client also assumes full responsibility for any equipment damage by guests or patrons of the Client.

7. The DJ cannot guarantee the availability of services past the contracted time. Overtime, if available, charged at **$75.00** per hour.
8. A non-refundable retainer fee (deposit) is required to confirm the requested date. This fee will be in all cases unless some other form of credit is approved and noted in this agreement. Final payment of balance to be made **BEFORE ___ OR AT THE START ___ OF THE EVENT indicated by "X" marked above.**
9. Payment of the retainer fee or payments on account will be accepted by personal, business, cashier check or cash payment. No handwritten changes may be made to this contract unless both the Client and the DJ initial the changes as being mutually acceptable.
10. Client agrees to pay a $50 service charge for all returned checks, plus any bank service charges incurred by the DJ.
11. Client WISHES_____ DOES NOT WISH_____ as indicated by "X" for requests to be made at above event. The DJ will make every effort to play requests but cannot be held responsible if specific selections are not available or for the lack of time or opportunity to play said requests.
12. **See Continued Agreement Items On Attatched Page 2 of 2 and Initial each line item, left of line number.**

SIGNATURE: _____ DATE: _____

13. In the event that the client or venue, especially that which takes place at a gym, school, stadium, etc., is other than a person's residence, they, the before mentioned MUST sign a copy of this contract as well as agree and initial to all applicable agreement line items.

14. VENUE: If you the venue, school, gym, stadium, or otherwise, have an "in house" sound system, you here by agree by means of initialing, that said sound system will be made readily available to Great Sounds DJ Services for purposes to include, but not limited to: Announcements, "fill sound" in other words to bring a more enjoyable experience to your guests by means of your sound system not being the primary but additional sound source at the event above, especially in a large venue setting. You also agree that you will either have your own sound technitian available to run said sound system and will comply with the DJ's requests as a trained professional and/or agree that Great Sounds DJ Services may run your sound system without the explicit presence of your staff and/or faculty present. You also hereby agree Great Sounds DJ Services will have the opportunity to review and be familiarized with above mentioned system. Whether or not you prefer to have your sound technitian present, Great Sounds DJ Services takes no legal, liability, or otherwize responsiblity in the opporation of above mentioned system.

15. ~~As prescribed by Ohio State Law, there are no requirements for the exceptance of liability or responsability for any of the following by a Disk Joskie (DJ) for hire, to include but not limited to: Loss, fire, breakage, theft, vandalism, loss of use or service, etc., of any item(s) or person(s) owned by or in gaurdianship of above mentioned venue. Furthermore, it is the sole responsibility of the before mentioned venue, to have in their possession, adequate insurance, security, chaperones, or otherwise, to ensure the safety and well being of the above mentioned venue.~~ BEK

16. In the unlikely event that DJ's performance is delayed, liability is limited to providing Client with performance time equal to time lacking. A refund will be issued in the rare case that by some emergency or factor outside of the DJ's control, he/she was unable to arrive for the performance. No monetary or in-kind refunds will be provided to Client for delays or interruption in service caused by factors outside the control of the DJ included but not limited to; inadequate power, venue or Client caused delays, power outages, or acts of nature at outdoor venues.

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19. The DJ of this event reserves the right to remove from the venue or request removal by management, supervisors or proper authorities at hand, any person(s) he/she believes to be a threat to the safety or well being of either him/herself or that of those at the venue.

20. **This Agreement may be executed in any number of counterparts, each of which shall be deemed original, and facsimile copies, scanned copies and/or photocopies of signatures shall be deemed valid as originals. The Client signs above on Page 1 of 2 on behalf of their company / organization (where applicable). By Initial or by signiture, you hereby attest to possessing the authority to Bind In Contract above said services for the above said event and/or venue. PLEASE INITIAL AND SIGN: _____ /_____**

*** Other Requests or Granting of Requests ***

I, The Client REQUEST_____ DO NOT REQUEST_____ Indicated by "X", FOG MACHINE USE AT THIS EVENT. I, the understand that I will need to disable any smoke or fire detection equiptment during said event and hold sole responsability ar any and all actual or false fire alarms during this event.

	INITIAL
Note: A	7pm-11pm Event Time = ½ HR Overage Allow, Excess will be billed at $75 per Hour
Note: B	Access To Banquet Hall Needs: 3Hrs /OR 4pm Before Event
Note: C	Deposit of $250 Due upon signing, Latest: Feb. 14th End of Day Remainder Due Before OR AT EVENT START

Your Name (Print) DATE:

Great Sounds DJ Services (Print)

Signature

Signature

Facility Manager/Director/Principal/Etc.

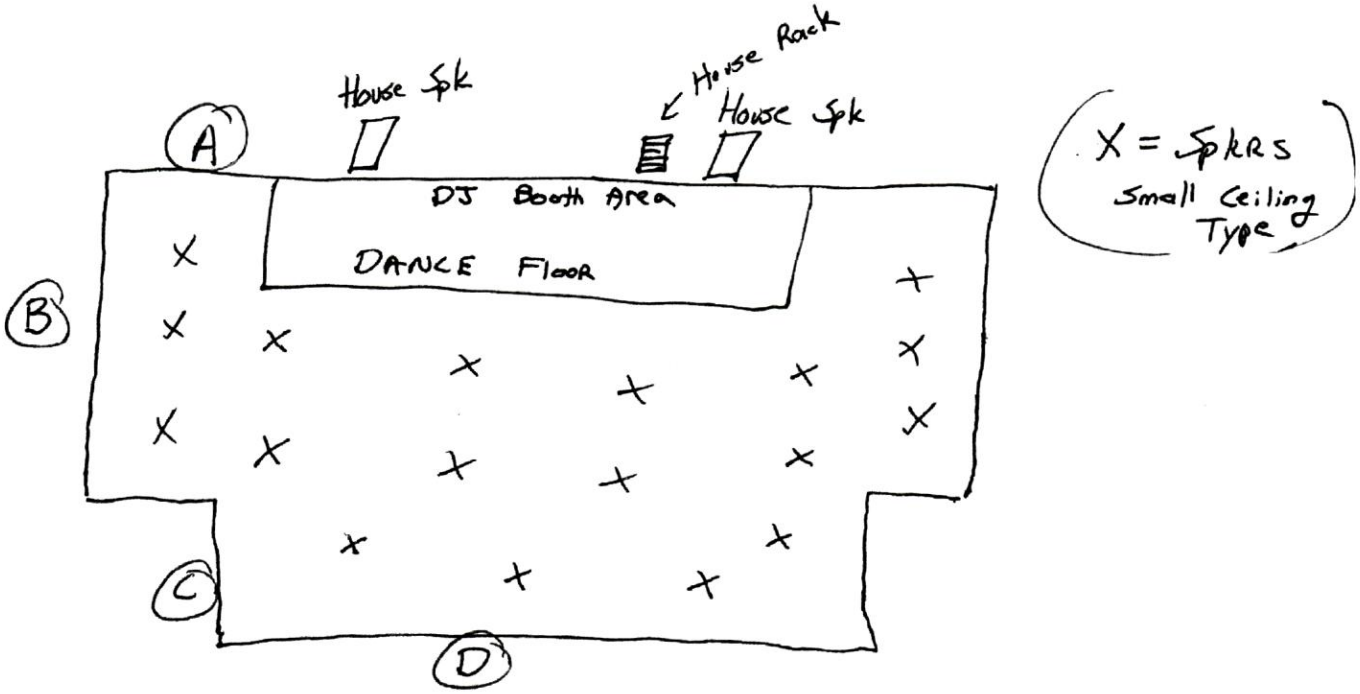
Date Signed

Date Signed

Signature

The Galaxy
Banquet Hall

- In House Sound system May Be used as Fill & For Announcements, etc. In Tandom with DJ Equipment
- 1 x Set Large Speakers & Subwoofers to be rented For Large Hall / Venue



A: 114 ft Length

B: 55 ft wide

C: 30 ft Wide

D: 71 ft Long

tyler technologies

11 Cornell Rd.
Latham, New York 12110

P: 518.786.7766
F: 518.786.7778

tylertech.com

Wednesday, February 26, 2020

Erica Motz,
Transportation Supervisor
Wadsworth City Schools
357 Sunset Blvd
Wadsworth, OH 44281

Dear Ms. Motz: Email: emotz@wadsworthschools.org

This letter is to confirm your request for Discovery Training, Route Building, or Assist services in the use of Tyler's Transportation Solutions software.

Tzippora Steele will be your Implementation Consultant and can be reached at 800-433-5530, ext. 131898.

Regular Season (September – February)	Peak Season (March – August)
Online Discovery Training and Route Building $175 per hour (online Discovery Training available in 2 hour increments which equals 1.5 hours of actual training time and 30 minutes of pre and post training activities)	**Online Discovery Training and Route Building** $200 per hour (online Discovery Training available in 2 hour increments which equals 1.5 hours of actual training time and 30 minutes of pre and post training activities)
Onsite Discovery, Route Building $175 per hour (onsite day = 8 hours) **Onsite Assist** $150 per hour (onsite day = 8 hours)	**Onsite Discovery, Route Building, & Assist** $200 per hour (onsite day = 8 hours)

- **Online training does not incur travel expenses.**
- **For Onsite training the client is responsible for all travel expenses in accordance with the contract agreement and Tyler's current Business Travel Policy which includes airfare, hotel, car rental, gas, parking, tolls and per diem. Travel arrangements will be made upon receipt of this signed training letter.**

Online training is available for purchase in 2-hour increments which equals 1.5 hours of actual training time and 30 minutes of pre and post training activities necessary for each session.

- ***(Online is only applicable to Discovery Training, Assist is only available onsite)***

Onsite services are equivalent to 8 hours per day, which includes lunch and breaks.

The sessions will be coordinated with your district for a maximum of five (5) attendees at the rates outlined above.

The table below indicates the session/type of training to be provided, the day of the week, date, time, and whether the training will be held online or onsite.

Session	Billable hours	Day	Date	Times	Online/Onsite
~~Session 1~~	~~2~~	~~Wednesday~~	~~March 4, 2020~~	~~9:30a-11:00a CT/10:30a-12:00p ET~~	~~Online~~
~~Session 2~~	~~2~~	~~Friday~~	~~March 6, 2020~~	~~12:30p-3:00p CT/1:30p-4:00p ET~~	~~Online~~
Session 3	2	Wednesday	March 11, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 4	2	Friday	March 13, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 5	2	Wednesday	March 25, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 6	2	Friday	March 27, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online

Session 7	2	Wednesday	April 1, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 8	2	Friday	April 3, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 9	2	Monday	April 6, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 10	2	Wednesday	April 8, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 11	2	Friday	April 10, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 12	2	Monday	April 20, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 13	2	Wednesday	April 22, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online
Session 14	2	Friday	~~April 14, 2020~~ April 24, 2020	9:30a-11:00a CT/10:30a-12:00p ET	Online

Based on your input the following scheduled topics will be covered:

- Routing and Planning for New Users
- Fleet Vision for New Users
- TT Overview
- Elink Overview

High-speed internet access is required for online training. Please notify your technology department that to avoid firewall issues connecting to our online training tool – GoToMeeting requires TCP/IP to be open on ports 8200, 443, and 80.

Although our employees undergo certain background review prior to employment with our firm, your school district or state may have specific requirements relating to contractors performing services at district facilities where students attend. If there are specific district or state regulations regarding background certification with which our trainer must comply, it is the district's responsibility to notify us before confirming the above onsite training arrangements. If you need further information, please contact me at 800-433-5530 x131819 to discuss.

Cancellation Policy: All dates must be approved by the district in writing. Once the district has approved training dates in writing, should the district cancel or change the dates within fifteen (15) business days of any scheduled day of training, the district will be responsible for paying all previously agreed upon billable training and any non-refundable travel expenses incurred by Tyler Technologies. Training may be rescheduled upon written request of the district and prepayment of training costs.

Please sign, date, scan and email back or fax this letter as soon as possible. **Our fax number is 518-786-7778.**

Sincerely,

Elaine Pierce

Elaine Pierce
Project Coordinator

cc: Accounting

Accepted for Wadsworth City Schools:

Signature: _____

Printed Name and Title: _____

Date: _____

IC System
444 Highway 96 East, P.O. Box 64137
St. Paul, MN 55164-0137

1

2 4 2020

PLEASE REPLY TO:
Litigation Referral Dept.
P.O. Box 64448
St. Paul, MN 55164-0448
Telephone: 800-279-9460

Electronic Service Requested

February 16, 2020

ACCOUNT SUMMARY

[redacted]
IC System Reference No: [redacted]
Client's Identification No:
BALANCE DUE: $2,350.00

Wadsworth City Schools
524 Broad St
Wadsworth, OH 44281-2306

JOB: 000074357 SEQ: 0001373

RE: Option available to Pursue Legal Action

Dear Wadsworth City Schools:

The above listed individual has not voluntarily paid the balance and your office may want to consider referring the account to an attorney for litigation action. In order for I.C. System to act as your agent in placing this with an attorney, please provide the following information:

1. A current complete account statement even if you have previously sent one. This needs to include a breakdown of the principal balance, interest if allowed, payment history and the dates of the service.
2. Copies of contracts or signed agreements you may have on this debt.
3. Court costs in the amount of **$300.00** to be used for filing fees and process serving and other court expenses.
4. A signed original copy of this form, including all of the information stated above along with your check made payable to I.C. System in the amount of **$300.00** for court costs.

I.C. System's handling fee is addressed on the reverse side of this letter, **please review all of this information**. The decision to litigate this account is yours, if you do not return this form along with the information requested by 5/16/2020, we will assume you do not wish to take this action and we will place the account in a retained status.

Sincerely,

Barbara Miller

Barbara Miller
Litigation Referral Department

11547595

Debtor Name [redacted]	**Date Debt Incurred**	**Current Principal Balance**	$2,350.00
Street Address [redacted]	**Date of Last Payment**	**Client Interest Charged By You**	$0.00
City, State, Zip AKRON, OH 44310-2979	**Social Security Number** --XXXX	**Accrued Interest Charged Since Placement**	$0.00
Debtor's Home Phone Number [redacted]	**Date of Birth** [redacted]	**Valid Bad Check Charge**	$0.00
Debtor's Employer	**Debtor's Work Phone** --	**CURRENT BALANCE DUE**	$2,350.00

Person/Patient Receiving Services	**Client's File Number**	**Signed Contact** ❑ Yes ❑ No	**Bad Check** ❑ Yes ❑ No
Reponsible Party	**Social Security Number**	**Phone Number**	
Spouse Name	**Social Security Number**	**Work Phone**	
Debtor's Attorney	**Attorney Phone Number**		
Bank	**Bank Account Numbers**		
Reference/Relative	**Reference/Relative Phone**		
Additional Information			

Please review all of the above information - make any corrections or additions if necessary.

TERMS:
In consideration of my authorization for I.C. System, Inc., to act as my agent in retaining an attorney for the purpose of litigation services, I understand that:

1. Any unused court costs which I have advanced will be refunded to me.
2. Additional filing costs, if any, will be billed to me, provided they are pre-approved by me. 2/27/2020 DP
3. Any additional litigation expenses (at an hourly rate) will be authorized only by me.
4. For the services rendered by I.C. System, Inc., and the collection attorney retained on my behalf, the total cost to me will be 50% commission of any monies recovered.

Agreed:
Client Name _____ Phone:_____

By (signature & title)_____
An original signature is required.

Please indicate ❑ Sole proprietorship ❑ partnership ❑ corporation

Expiration Date: 5/16/2020

TKO Entertainment
3130 Rainbow Lane
Richfield OH 44286
330-659-6900 (office)
FAX: 330-659-6916 / EMAIL: tkoent89@gmail.com

Date of Event: ***SATURDAY, MAY 9, 2020***

Event For: ***WADSWORTH HIGH SCHOOL***
625 Broad
Wadsworth OH 44281

Contact: AMY BROADHURST

Phone: [redacted]
E: broadhurst@wadsworthschools.org

TIMES

Guests Arrive:	7:00 PM
DJ Arrives:	5:00 PM
Music Starts:	7:00 PM
Finishes:	11:00PM

DETAILS
Type of Event: **PROM**
Ages: 16-18
of Guests: 425
Location: GALAXY BANQUET CENTER
Address: 201 Park Center Drive
Phone: 330-334-3663
Contact: Sales / Catering Staff

EQUIPMENT PACKAGE

- **CUSTOM 4 Speaker 2,000 Watt Full Range Digital Concert Sound System**
- **Synchronized Theatrical LED Wash Lighting System**
- CLUB LASER LIGHT AND LED LIGHT SHOW - Choreographed to the music ***$1895***
- Diversity Wireless Microphone System (for prom court announcements)
- Fog & Haze Atmosphere Effects
- PRO-UPLIGHTING PACKAGE (School Colors): ~~$495~~ (Also Included)

INTRO PROMO -$300

NOTES: Referral: Highland HS
Contacted on: 1/16/20

***OPTIONAL 4 Hour Photobooth: Includes attendant, props, unlimited prints, all hi-res files: Add $600

GRAND TOTAL: ***$1595***
DEPOSIT: $800 (Needed to secure date)
BALANCE DUE:

The retainer fee ($800) is non-refundable. Optional gratuity for DJ is not included in this price. Balance is due prior to event or night of event. Dinner will be provided by client to TKO staff DJs. The Client may extend the event at an overtime fee of $150.per ½ hour. Cancellation of the function will result in the following charges: 25% of the balance due if function is cancelled within 6 months of the reserved date. 50% of the Balance due if function is cancelled within 3 months of the reserved date. 100% of the Balance due if function cancelled within 60 days of the reserved date. TKO must be notified in writing. In the event that TKO resells the date after cancellation, the charges will be returned.
Both undersigned parties agree to this contract

SIGNED Thaddeus R Kusek, President SIGNED (Client)X_____
TED KUSEK: President/Owner Date_____

School Datebooks
powered by sdi innovations

2020 Create 8.5x11 Contract

Order online @ schooldatebooks.com

2880 U.S. Hwy. 231 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

School
Valley View Elementary School
625 Orchard Street
Wadsworth, OH 44281

Administrator
Mr Christopher Roberts, Principal
Phone: (330) 335-1430
Fax: (330) 334-5242
Email: croberts@wadsworthschools.org

Contact
Mr Christopher Roberts, Principal
Phone: (330) 335-1430
Cell/Summer Number: ____
Email: croberts@wadsworthschools.org

Date: 2/4/2020
Sales Rep: Evan Kriel
evank@schooldatebooks.com
CSR: Cortney Wheeler
cortney@sdiinnovations.com

Billing and Shipping

Bill To PO#:
Valley View Elementary School
Mr Christopher Roberts
625 Orchard Street
Wadsworth, OH 44281
United States
Email: croberts@wadsworthschools.org

Ship To Valley View Elementary School
Mr Christopher Roberts
625 Orchard Street
Wadsworth, OH 44281
United States
Email: croberts@wadsworthschools.org

Desired Delivery Date: 8/7/2020
Earliest Delivery Date: _____

No deliveries prior to **5/1/2020**. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	#Books	#Pages	Cost/Book	Base Cost
Create 8.5x11	480	0	$2.14	$1,027.20

Discounts **Discounts do not apply to three-year contracts*

4% Discount per year with a three-year contract	$1,027.20	x	0.00	$0.00
4% Discount for contracts received by 10/25/19*	$1,027.20	x	0.00	$0.00
3% Discount for contracts received by 12/13/19*	$1,027.20	x	0.00	$0.00
2% Discount for contracts received by 4/3/20*	$1,027.20	x	0.02	$20.54
1% School District Discount	$1,027.20	x	0.01	$10.27

Cover Options

Custom PolyFusion™	100% custom, full-color front and back covers – highest durability	$0.70	x	0	$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	$0.40	x	0	$0.00
Spirit	Durable cardstock; Make it your own with your school color, then add school name and logo.	$0.20	x	0	$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	$0.45	x	0	$0.00
Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	$0.00	x	480	$0.00

Circle your selection: Freedom | Robot | Spectrum





Cover Details Circle Your Design Selection
Same TEXT/MASCOT as Last Year: ✓
Text Line 1: WADSWORTH
Text Line 2: CITY SCHOOLS
Mascot: Same As Last Year

Stock	Durable cardstock covers in your choice of 3 stock-image designs	$0.00	x	0	$0.00

Enhancements

Vinyl pocket page	$0.30	x	0	$0.00
Stickers (per sheet)	$0.30	x	0	$0.00
Card-stock hall pass	$0.20	x	0	$0.00
Full Color handbook	$0.00	x	0	$0.00

Accessories

Wall chart	$5.00	x	0	$0.00
This Week Marker *(Minimum order of 25)*	$0.20	x	0	$0.00
Teacher Lesson Plan and Grade Book *(Minimum order of 25)*	$3.95	x	0	$0.00
Illustration Posters Set 1 *(Honesty, Fairness, Integrity, Courage, Determination, Perseverance)*	$19.99	x	0	$0.00
Illustration Posters Set 2 *(Respect, Trust, Ambition, Caring, Citizenship, Responsibility)*	$19.99	x	0	$0.00
Photograph Posters Set 1 *(Honesty, Fairness, Integrity, Courage, Determination, Perseverance)*	$19.99	x	0	$0.00
Photograph Posters Set 2 *(Respect, Trust, Ambition, Caring, Citizenship, Responsibility)*	$19.99	x	0	$0.00
			Sub-Total*	**$996.39**

Shipping and Handling: 13% , Shipping Discount of 6.5% Applied, Wanting same deal as last year. Rate applies to contiguous US/Canada only. Int'l rates may vary. $64.76

Sales Tax: Exempt#: Out of State $0.00

* Net 30 (Net due within 30 days from invoice date)
* Sales tax will be added if applicable

Total (USD) **$1,061.15**

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

BM for email approval. MM 2/17/2020

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. ~~In the event~~ that invoices are not paid when due, Buyer will be responsible for any expenses, including ~~reasonable legal fees, incurred by SDI in attempt to collect the balance due.~~ Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. ~~Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and~~ reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

~~In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.~~ MM 2/17/2020

☐ **One-Year Contract**
We agree to purchase datebooks from School Datebooks for the year of 2020-2021.

☐ **Three-Year Contract**
We agree to purchase datebooks from School Datebooks for the years of 2020-2021, 2021-2022, 2022-2023 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

Date _____ Signed (School Administrator) _____ Title _____

Acuity Software Maintenance Agreement

This Software Maintenance Agreement ("Maintenance Agreement") covers the terms of software maintenance services provided by ACUITY-VCT, LLC's ("LICENSOR") in connection with Licensee's use of the software program (the "Program"). Licensee accepts the terms of this Maintenance Agreement upon payment of a maintenance fee to LICENSOR;

WHEREAS, LICENSOR has licensed to Licensee a certain Program and Licensee wishes to have LICENSOR perform software maintenance services on the licensed Program pursuant to the following terms and conditions:

IT IS THEREFORE AGREED AS FOLLOWS:

1. **Definitions.**
   - 1.1 **Improvements** shall mean any improvement, refinement, enhancement or other modification including all Updates and Upgrades to the Program developed and offered to LICENSOR's customers, and further including all documentation corresponding thereto. "Updates" improve the existing functionality of the module—or the specific tier or version of the module where multiple tiers or versions exist—that is covered in the Order, and generally comprise minor changes (e.g., software patches) to the Program. "Upgrades" provide functionality that is new or different from the existing functionality of the module—or the specific tier or version of the module where multiple tiers or versions exist—that is covered in the Order.
   - 1.2 **Intellectual Property** means all rights in the nature of intellectual or industrial property rights including:
     - (a) rights in relation to patents, inventions, utility models, copyright, circuit layouts, designs, trade and service marks (including goodwill in those marks), trade names and domain names, indications of source or origin, know how, trade secrets and any right to have information kept confidential.
     - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
     - (c) rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraphs (a) or (b), which may subsist anywhere in the world (including the United States), whether or not such rights are registered or are capable of registration.
   - 1.3 **Know-how** means all knowledge and intangible work, copyright materials, algorithms, data, records and research results relating to the Program.
   - 1.4 **License** means the Program, Know-how and Documentation.
   - 1.5 **Licensee** is the recipient of the Program and includes its affiliates, directors, officers, agents, employees and all persons acting in concert or participation with them. The recipient of the Program can be the customer named in the Order(s) and/or who places(ed) the Order(s).
   - 1.6 **License Agreement** means the Computer Software Licensing Agreement between LICENSOR and Licensee, which governs the Order(s).
   - 1.7 **Maintenance Agreement** means this software maintenance agreement, the operative provisions, any Order(s), and any annexures that relate to it.
   - 1.8 **Order** means purchase order, which details the transaction including prices or estimates on hardware, software, and services related to Licensee's Video System. A quote qualifies as the purchase order if Licensee approved the quote, either expressly or inherently, by placing an order from the Quote.
   - 1.9 **Server Site** means a server computer or other computing device at Licensee's premises on which the Program resides or a cloud server available to Licensee via the Internet.
   - 1.10 **Program** means the computer software program developed by LICENSOR and which utilizes the Intellectual Property of LICENSOR, including any and all products, services (including any hosted service and software maintenance), methods, processes, and components that use or incorporate, or was developed using, the Program, Know-how or derivative works thereto in whole or in part.
   - 1.11 **Video System** means the entire system including hardware and software components detailed in the Order.
2. **The Covered Program.** The software covered in this Maintenance Agreement is LICENSOR's Program, as more fully described in the License Agreement and Order, and as updated with Improvements or modifications to the Program which are not charged for as options.
3. **Improvements.** Licensee shall have the right to such Improvements (limited, however, by the specific terms hereto) in the form of modifications or Updates without payment of any additional fee and in the form of enhancements or Upgrades with payment of an additional fee. Additional functionality can also be provided by the purchase of a different module added onto Licensee's existing module.
4. **Correction or Replacement.** During the term of this Maintenance Agreement, LICENSOR shall correct or replace the Program or provide services necessary to remedy any programming error which is attributed to LICENSOR and which significantly affects use of the Video System. Such correction, replacement or services shall be promptly accomplished after Licensee has provided notice to LICENSOR detailing any claimed deficiency.
5. **LICENSOR Support**: LICENSOR will provide standard telephone support Monday-Friday, from 8:00 a.m. to 5:00 p.m. EST. LICENSOR may provide support through an IT service management ticketing system.
6. **Customer Support.** Licensee agrees to provide LICENSOR with sufficient support allowing LICENSOR to reproduce the defect, to verify that the defect is with LICENSOR's Program, and to correct the defect. Licensee shall (1) install and maintain, at Licensee's own expense, for the duration of this Maintenance Agreement, the equipment and hardware and software configurations necessary for LICENSOR to remotely access the Program; (2) provide LICENSOR with a knowledgeable on-site interface; or (3) provide LICENSOR with on-site access to the Server Site. Licensee agrees to compensate LICENSOR, at LICENSOR's discounted hourly rates, for time incurred by LICENSOR when providing on-site maintenance service to the Program or Video System. Any access to the Program by LICENSOR shall be subject to prior approval by Licensee in each instance.

7. **Customer Responsibility.** Licensee shall inform LICENSOR in writing of any modifications made by Licensee to the Program. LICENSOR shall not be responsible for maintaining portions of the Program that were modified by Licensee, or portions of the Program that are affected by the modifications made by Licensee, when said modifications were made without the informed consent of LICENSOR.
8. **Price and Payment.** Licensee shall pay LICENSOR the annual maintenance fee designated for the Program in the Order and upon the terms and conditions provided herein. Any renewal maintenance fee shall be payable in advance of expiration of the previous maintenance period.
9. **Term.** The term of this Maintenance Agreement shall commence upon payment of the maintenance fee, or expiration of a previous maintenance period, whichever is latest, and shall continue for one year, after which it may be renewed for an additional term by payment of the annual maintenance fee.
10. **Maintenance Fee Changes.** The maintenance fee is fixed for each one-year term of the Maintenance Agreement. Fees may be raised on an annual basis to cover the normal cost of doing business. LICENSOR is not required to provide notice of any increase at or below 2.5%.
11. **Travel Expenses.** Licensee shall reimburse LICENSOR for any preapproved out-of-pocket expenses incurred at Licensee's request, including travel to and from the Server Site, lodging, meals, telephone and shipping, as may be necessary in connection with the duties performed by LICENSOR under this Maintenance Agreement.
12. **Additional Services.** At Licensee's request, and with the consent of LICENSOR, LICENSOR may also provide technical, operational or other assistance or consulting services to Licensee beyond the maintenance services defined herein at LICENSOR's hourly rates then in effect. LICENSOR may discount its standard hourly rate, if specified in the Order, when providing additional services to Licensee under the Maintenance Agreement.
13. **Adjustments to Terms and Conditions.** At the time for renewal, LICENSOR may change its software maintenance fees, terms and conditions for the next maintenance period upon at least thirty (30) days written notice. Licensee consents to the change by payment of the annual maintenance fee for an additional term.
14. **Ownership and Confidentiality.** The Program, or any Improvements upon the Intellectual Property made, conceived, invented or wholly acquired by LICENSOR during the term of this Maintenance Agreement, are proprietary to LICENSOR and all applicable rights to Intellectual Property remain in LICENSOR. Violation of this provision shall be the basis for immediate termination of the Maintenance Agreement. Termination of this Maintenance Agreement shall be in addition to and not in lieu of any equitable remedies available to LICENSOR.
15. **EXCLUSION OF LIABILITY.** LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RESULTS OBTAINABLE FROM THE MAINTENANCE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
16. **Termination.** In event of termination of the License Agreement, LICENSOR's obligations under this Maintenance Agreement immediately end. LICENSOR may terminate this Maintenance Agreement in the event of breach, bankruptcy, insolvency, change of ownership, and/or default by Licensee. The annual maintenance fee(s) made to LICENSOR during the term(s) of this Maintenance Agreement is nonrefundable.
17. **Taxes.** Licensee shall, in addition to the other amounts payable under this Maintenance Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Maintenance Agreement.
18. **Force Majeure.** Neither LICENSOR nor Licensee shall be responsible to the other for failure to perform any of the obligations (other than the obligation to pay money) imposed by this Maintenance Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, labor shortage or by any cause beyond the reasonable control of the party in question.
19. **General.**
    - 19.1 **Entire Agreement.** This Maintenance Agreement contains the entire understanding of the parties hereto relating to the subject matter, and, where there may be ambiguity, does not supersede any terms in the License Agreement relating to the same subject matter.
    - 19.2 **Governing Law.** This Maintenance Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of Ohio or the Federal District Court sitting in the Northern District of Ohio, by which Licensee submits to the exclusive jurisdiction thereof for such purpose.
    - 19.3 **Severance.** If any provision of this Maintenance Agreement is judged invalid, illegal or unenforceable for any reason whatsoever, it is, to that extent, deemed omitted and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
    - 19.4 **Assignability.** Licensee may not sell, assign, give, or otherwise transfer Licensee's rights, duties, or obligations under this Maintenance Agreement to any third party, in whole or in part, without LICENSOR's prior written consent. Notwithstanding anything in this Maintenance Agreement to the contrary, this Maintenance Agreement shall endure to the benefit of and be binding upon each of the parties and their respective successor(s).
    - 19.5 **Waiver.** The waiver or failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

KENT STATE.
UNIVERSITY
University College

College Credit Plus

MEMORANDUM OF UNDERSTANDING

School Year 2020-2021

Between

Kent State University
(hereafter known as IHE)

AND

_____**School District**

(hereafter known as LEA)

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SECTION I: INTRODUCTION, DEFINITION AND PURPOSE

"College Credit Plus Program" (hereafter CCP) means a program that provides multiple opportunities for secondary school students in grades 7-12 who are Ohio residents to enroll in college-level courses on a full or part time basis and complete allowable academic, non-sectarian, non-remedial courses, for high school and college credit pursuant to ORC3365.02 (effective 9/29/2017).

Kent State University allows eligible students entering grades 7-12 to enroll in college courses while attending middle or high school and permits the students to take courses in place of, or in addition to, the normal course load at their high school in its CCP program. Students must apply and be eligible to participate in the program to receive college credit. In addition, students admitted to the program must meet the same requirements as all other college students. College credit earned upon successful completion of the course(s) may be applied towards an Associate Degree or Baccalaureate Degree at Kent State University or may transfer to other colleges and universities.

The primary purposes of the CCP program are to increase the educational options and opportunities for secondary students. Fundamentally, CCP provides the opportunity for students in grades 7-12 to earn credit at the secondary and postsecondary levels simultaneously. The program may also encourage more students to consider postsecondary education. Research indicates that CCP programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban. CCP is not intended to be a substitute for the academic programs and other educational experiences offered by Ohio's high schools.

This Memorandum of Understanding (MOU) includes multiple sections for the different types of CCP course delivery, credentialing and responsibilities of high school instructors, and financial structure for the 2020-2021 Academic Year.

SECTION II: SCOPE

College Credit Plus (CCP) shall be provided in accordance with the terms and conditions of this uniform College Credit Plus Master Agreement (*hereafter* Agreement), which supersedes all previous agreements, versions and addenda.

This Agreement applies to local education agencies (public school districts, locally chartered and state chartered charter schools, state-supported schools) (*hereafter* LEA).

This Agreement applies to all Kent State University campuses. Separate agreements with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. The LEA may complete agreements with multiple Colleges and Universities. The University may complete agreements with multiple LEAs.

SECTION III: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION IV: LIABILITY OF PARTIES

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party's role in connection with this Agreement. It is specifically understood that neither party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presences of students on its campus.

SECTION V: STUDENT ELIGIBILITY AND ADMISSION

Steps to Admission

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

a. Evidence student meets or exceeds state CCP remediation free standards and other eligibility requirements
b. Online CCP application submitted prior to IHE application deadline: April 1 for Summer; May 1 for Fall; October 1 for Spring enrollment
c. Secondary school transcripts
d. CCP Permission Form signed by student and parent/guardian
e. ACT or SAT assessment results and/or appropriate assessments required by the campus to which the student applies. Applications are reviewed holistically, however the following are preferred:
    a) 3.0 cumulative high school grade point average on a 4.0 scale;
    b) ACT composite score of 21 or combined SAT score of 1130 (for SAT taken March 2016 or later) and/or appropriate entrance assessment.

In conjunction with the IHE's admission criteria and prior to making a final admission decision, the IHE shall evaluate each student who is applying under CCP against the standards identified in the "Uniform Statewide Standards for Remediation-Free Status" dated May 2019 (see Appendix C).

Upon admission, students will participate in required orientation events and will meet with an assigned academic advisor prior to course registration. Students will continue to meet with their academic advisor prior to registration each academic term.

Course Approval

Student approval for CCP courses shall be by the IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in allowable courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 18 semester hours of credit per semester; no more

than 30 credit hours per academic year; and not more than the equivalent of four academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of section 3365.06 of the Revised Code, including those students eligible to start participating in the program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

1) Determine student's number of high school ONLY units.
2) Multiply that number by 3, and
3) Subtract the result from the number 30.
4) That number is the total number of college credits that a CCP student may earn that academic year (summer, fall and spring terms) at any college or university as part of CCP.

Course Requirements
The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information.

Eligible Semesters
Eligible students may enroll in CCP courses during Summer, Fall and Spring Semester under this Agreement pursuant to the provisions of ORC 3365.

Academic Standing
Students whose semester and/or cumulative Kent State University GPAs fall below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP. Students enrolled in CCP are subject to Kent State University policies regarding academic probation and dismissal.

Underperforming Students
CCP students shall follow the guidelines provided in ORC 3365.091 (effective 9/29/2017) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year and the LEA shall be responsible for monitoring academic progress for students enrolled in multiple IHEs.

The LEA shall be responsible for placing an underperforming student as defined in OAC 3333-1-65.13 (effective 2/15/2018) on CCP probation and dismissing a student from the CCP program according to the guidelines provided within this rule. The LEA shall promptly notify the student, the student's parent, and the IHE in which the student is enrolled of the student's status.

SECTION VI: COURSE ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all CCP Agreements:

Course Location and Format
CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

Academic Quality of CCP Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the IHE's normal offerings. All students enrolled in the IHE under the CCP program, must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered. Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same textbook and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the campus location through which the course will be offered utilizing the campus contacts detailed in Appendix B. Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and ODHE.

CCP 15 and 30 Credit Hour Pathways

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A. Additional pathways may be created between an IHE campus and school district. These Pathways shall be published among the LEA school's official list of course offerings from which a participant may select pursuant to ORC 3365.13.

Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP within the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2020-2021 academic year. CCP courses may be taken as high school electives or as high school core course credits. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
3) Technical certificate courses
4) 15-credit hour or 30-credit hour model pathway courses
5) Study skills, academic or career success skills courses
6) Internship courses
7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.

Non-Allowable Courses

Pursuant to Ohio Administrative Code 3333-1-65.12, the following courses are non-allowable unless the Chancellor approves them for certificate or degree completion:

- One-on-one private instruction courses
- Courses with fees that exceed amount set by Chancellor
- Study abroad courses
- Physical education courses
- P/F or S/U grades (unless the course is an internship or is a transferable course for all students enrolled)
- Remedial courses and Sectarian religion courses

SECTION VII: HIGH SCHOOL DELIVERED COURSES - GUIDELINES

The selection and offering of CCP courses are a shared responsibility between the IHE and each LEA. Each institutional representative is responsible for upholding all course requirements and agreements.

Memorandum of Understanding

The MOU authorizes the offering of CCP courses at participating LEAs. The MOU remains in effect for the academic year of 2020-2021 or until amended with agreement by both parties. See Section XXI for the Signature Page.

Overall Expectations of LEAs

- Adhere to all MOU requirements as noted within this document
- Ensure that all students considering participation in IHE courses at the LEA location have completed the online CCP application and have provided supporting documentation prior to the IHE application deadline dates of April 1 for Summer Semester, May 1 for Fall Semester and October 1 for Spring Semester courses.
- Submit names, applications, and supporting application documents for all CCP teacher candidates by March 1
- Support the CCP teacher's attendance for a minimum of three (3) contact hours per year for IHE's required professional development offerings or meetings
- Course syllabi must be submitted to the IHE academic department and the Pre-College Programs office and reviewed prior to the first day of classes for each course offered at the high school locations
- Review IHE course enrollment lists and finalize student enrollment at least 14 days prior to the first day of classes for each course offered at the high school locations. The LEA must provide each participating student's SSID numbers to IHE according to the CCP timeline.
- Communicate all schedule changes immediately to the IHE including add, drop, and withdrawal. Deadlines for each type of schedule change will be established at the beginning of the academic term.
- Adhere to IHE guidelines for minimum and maximum course section enrollments
- Follow the rules of the CCP legislation as identified by the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education, and the Ohio Department of Higher Education

CCP Courses Taught on the LEA Campus and Student Enrollment

CCP courses delivered on the LEA campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and
- All CCP students (enrolled and therefore receiving college and high school credit) must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.
- A student (not enrolled in the IHE) shall, along with the student's parents, be notified the student is not earning college credit and would likely be required to retake the course upon college enrollment if college credit is desired. The LEA is responsible for providing this notification in writing.

SECTION VIII: CCP HIGH SCHOOL TEACHERS – Classification, Credentialing, and Monitoring

Classification of CCP Teachers

CCP teachers are certified or licensed high school teaching employees who have been approved to teach Kent State University courses at those teachers' high schools during the regular school day. These teachers are employed by, and remain employees of the School Districts, not Kent State University.

Teaching Load

CCP teachers are full-time employees of their School Districts and are contractually obligated to teach an assigned number of classes during the day by their School District. Therefore, the number of classes that are offered for CCP is determined by the number of qualifying students and may vary from high school to high school.

IHE Policy and Procedures

Even though CCP teachers are full-time employees of the School District wherein each teaches the college course(s), CCP teachers are expected to follow all IHE policies as applicable during the instructional time designated for CCP courses.

Credentialing of CCP Teachers

CCP teachers must meet the minimum credential requirements for postsecondary faculty as described within Chapter 4 of the "Guidelines and Procedures for Academic Program Review" document, published by the Ohio Department of Higher Education, July 2016:

h. ***Faculty Credentials***

The following expectations apply to all full-time and part-time instructors, including graduate teaching assistants and high school teachers who serve as adjunct faculty members for dual enrollment courses.

1. *For general education courses:*
   - *Faculty members teaching general education courses must hold a minimum of a master's degree in the discipline or a master's degree and a cohesive set[3] of at least 18 semester credit hours of graduate coursework relevant to the discipline.*
   - *Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors while enrolled in a program to meet credentialing requirements. Examples of such individuals include graduate teaching assistants (GTAs), adjunct faculty members and dual enrollment faculty members*

2. *For courses other than general education courses:*
   - *Faculty members must hold a terminal degree or a degree at least one level above the degree level in which they are teaching:*
     - *At least a bachelor's degree if teaching in an associate degree program*
     - *At least a master's degree if teaching in a bachelor's degree program*
     - *A terminal degree if teaching in a graduate program.*
   - *Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum*

[3] *A "cohesive set" of courses is a program of study that includes disciplinary content comparable to that which would be obtained in a master's degree program in the discipline. The program of study should be planned in collaboration with experts in the discipline and preferably completed at a single institution.*

credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs) or adjunct faculty members who are working toward meeting the faculty credentialing requirements.

- *Faculty members teaching technically- or practice-oriented courses must have practical experience in the field and hold current licenses and/or certifications, as applicable.*
- *For programs involving clinical faculty (e.g., student teaching supervisors, clinical practicum supervisors), the credentials and involvement of clinical faculty are described and meet applicable professional standards for the delivery of the educational experiences.*

3. *The following expectations apply to all faculty members:*
   - *Faculty members must hold a degree from a regionally or nationally accredited institution recognized by the U.S. Department of Education or the Council for Higher Education Accreditation or equivalent as verified by a member of the National Association of Credential Evaluation Services.*
   - *Where professional accreditation or licensing standards for faculty differ from the Chancellor's standards, faculty members are expected to meet the higher standards.*
   - *Faculty members must show evidence of continuing professional development in the discipline.*
   - *Faculty members who teach online courses must be prepared for teaching in an online environment*

(Source: Ohio Department of Higher Education, 2015)

CCP Course Monitoring Process

The IHE is responsible for ensuring that all CCP courses are taught by qualified teachers regardless of class location (i.e., college campus, high school campus, or satellite site). The IHE will monitor the quality of instruction in CCP courses in order to assure compliance with the standards established by the State of Ohio, the Higher Learning Commission, the College, the School District, and discipline specific accrediting bodies.

Course monitoring will include the following:

- Establish opportunities for CCP teachers to meet with appropriate IHE faculty to discuss the particular requirements for the courses and department as needed;
- Provide CCP teachers with information detailing add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, and other pertinent information;
- Coordinate Professional Development activities for the CCP teachers; and
- Conduct at least one observation for each teacher during the first year of review that the CCP Instructor is teaching the college-level course at the high school and at least once every other year thereafter. The time for observations should be coordinated with the CCP instructor and building principal prior to the observation. The observation process will utilize the same criteria as for full-time and/or adjunct faculty.

SECTION IX: CCP HIGH SCHOOL TEACHERS – Application Processes

The responsibilities of the LEA and IHE as well as the process for application and approval for CCP teachers are outlined as follows:

The LEA designee will:

- Identify prospective CCP teachers who will meet the credentialing criteria by March 1 of each year. **Only under specific and unanticipated circumstances might additional teachers be considered after March 1 for the upcoming school year.** Such circumstances include

consideration of a new hire after the March 1 deadline owing to an unexpected retirement or resignation. IHE maintains the sole discretion whether to consider any CCP teachers after the March 1 deadline.

- Assist their teacher with the application process which will include but may not be limited to submitting transcripts, cover letter, and application.

The IHE will:

- Communicate with the LEA about the qualifications for CCP teachers.
- Meet with the prospective CCP teacher to answer questions and discuss required expectations.
- Evaluate the prospective CCP teacher's credentials and transcripts before forwarding the documents to the appropriate Department Chair, Academic Dean, or Provost.

CCP Teacher Application Process

A high school teacher who is identified as a prospective CCP teacher must complete the IHE application process which includes:

- Kent State University online CCP Instructor Application form located on the Kent State CCP website (www.kent.edu/ccp) under the School Administrators tab.
- Resumé including three professional letters of recommendation (Kent State University Department Chair will have the option to conduct reference checks).
- Undergraduate and graduate college or university transcripts from all institutions attended.
- Any additional information required to determine eligibility to teach the content material.

Approval Process

The approval process for the CCP teacher who will teach a college course will be consistent with the standards used to hire a faculty member for the course taught on the IHE campuses. Merely having the credentials to teach college courses is no assurance of approval into the program. The department chair has full authority to interview and to make the final decisions regarding the approval and dismissal of teachers teaching CCP courses in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective CCP teacher must be approved by the IHE department chair in the teaching discipline, the Academic Division Dean, or the Provost and meet the same qualifications as IHE faculty. **The IHE Provost (Chief Academic Officer) has the final and official approval authority of CCP teachers.**

In accordance with Ohio law, and with guidance from the Ohio Department of Education, teachers must have a completed background check on file with the district office. Refer to the Ohio Department of Education website for background check requirements. Kent State University will also conduct a background check prior to final approval of the CCP Instructor.

Initial Approval of High School Teacher as CCP Teacher

Department Chair and the Pre-College Programs office will utilize the following procedures as part of the approval process:

- Pre-College Programs will build the candidate's application packet and when complete forward the packet to the appropriate academic Chair or Dean
- Chair or Dean reviews and confirms that the candidate's academic credentials meet minimum requirements
- An interview and/or assessments may be required as part of the application process
- The academic department will inform the Pre-College Programs office of the candidate's status
- Upon approval, the Office of Academic Personnel will provide the candidate with instructions

regarding the process for completing a background check for the University and obtaining a $0 teaching contract.

Conditional Approval of High School Teacher

If a High School Teacher does not meet the minimum credential requirements but is conditionally approved to teach a CCP course, the "Credentialing of CCP Faculty" form must be completed by the high school teacher, high school principal, and signed by the Provost of Kent State University. The form identifies the plan for teachers to obtain the necessary requirements within a specific timeframe.

Per the new requirements of the Higher Learning Commission (HLC) and an extension granted to Kent State University by HLC, all required coursework leading to the fully credentialed status of a teacher must be completed by September 1, 2022. Teachers will not be permitted to teach IHE courses if they have not completed all required coursework by the deadline.

Continuation of High School Teacher as CCP Teacher

After initial approval, a CCP teacher may continue teaching CCP courses without the need to undergo the approval process again contingent upon the following items:

1) CCP courses being taught continuously each year in the same discipline and/or teaching area;
2) CCP teacher teaching the course adequately meets all evaluation requirements, departmental requirements, responsibilities, and procedures including participation in at least three (3) hours of professional development provided by the IHE annually.

SECTION X: RESPONSIBILITIES OF CCP HIGH SCHOOL TEACHERS

Curriculum, Course Competencies, and Teaching Requirements

- CCP teachers will utilize the provided course syllabi document and will customize fields as appropriate. The syllabus may not be altered other than adding customized information in the allowable fields. No other logo other than Kent State University's may be included on the syllabus. The teacher's Kent State University email address must be included on the syllabus. Any syllabus that does not meet these requirements will be returned to the teacher and a new syllabus must be created.
- The syllabus must be submitted to Kent State University prior to the first week of instruction with one copy to the academic department and one copy to the Pre-College Programs office.
- Only the approved CCP teacher will teach the course. If a CCP teacher is unable to teach the course, arrangements must be made by contacting IHE prior to an extended absence.
- CCP teachers will notify students concerning their academic progress prior to the last day to drop/withdraw from the IHE course.
- LEA teachers, as instructors for the IHE in CCP courses taught at their school location are bound by the protections provided to college students by the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended. All educational records with identifiable student information are required to be safeguarded per University policy 3342, 5 – 08.101 https://www.kent.edu/policyreg/operational-procedures-and-regulations-regarding-collection-retention-and-dissemination.
- CCP teachers will post formative and summative grades for assignments and exams on the IHE Blackboard learning management system on a regular basis. Any grades posted to a secure LEA site must be restricted to student view only to comply with FERPA.

- Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.
- **Enrollment Verification, Midterm, Final and official** grades must be reported within the Kent State University Flashline portal in a timely manner.
- All grades and information contained in the IHE Blackboard system and Flashline portal are considered maintained by the IHE and subject to the same FERPA protections as afforded to any students enrolled in college coursework. CCP teachers are responsible for safeguarding identifiable information and providing FERPA protections to CCP students enrolled in courses taught at their high school location.
- CCP teachers are required to attend IHE departmental planning meetings and staff development activities, including CCP training workshops and engage in a minimum of three hours of documented professional development provided by the IHE each academic year.

Textbooks and Required Materials

- CCP teachers are expected to use approved textbooks (whether hard copy or digital) and required materials for the IHE course.
- Textbooks must be college-level and approved by the Department Chairs.
- The textbooks and materials have to be available to the students on the first day of class.
- Textbooks and materials may be obtained by contacting the IHE University Bookstore for the campus through which the course is being taught or may be obtained from another vendor.
- IHE will contact LEAs with changing textbook information as applicable. IHEs must confirm current editions of textbooks with the University Bookstore prior to purchasing textbooks from other vendors.

Contact Hours Pertaining to CCP Teachers

- CCP teachers are obligated to meet the minimum required number of contact hours for the course(s) taught per semester. While courses may have variable start dates, all courses must follow the IHE end of term, final exam, and grade submission dates.
- In order to ensure meeting the required contact hours, CCP teachers are expected to make up lost contact hours.
- In line with the importance of contact hours and attendance, students may not be added to a course after the "last date to add" deadline, unless an error in the registration process occurred.

Student Evaluation of Instructor Performance

CCP teachers will be evaluated once each semester by the students using the same course evaluation instruments utilized on the IHE's campuses. The evaluation information will be disseminated to the CCP teachers in advance to share with students approximately two weeks prior to the end of the academic semester. The course evaluation may be completed online or on paper depending on the IHE's decision for distribution.

SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL

This MOU is a binding agreement and, should either party fail to adhere to its responsibilities therein, the removal of CCP courses will be considered if the infraction is not corrected after documentation.

SECTION XII: GRANTING OF COLLEGE CREDIT

Transcripts
The IHE is responsible for maintaining the college transcript for each student. All CCP approved courses are identified on the college transcript as regular college-level course work.

The LEA is responsible for maintaining the secondary school transcript. The IHE will provide official course grades to the LEA at the conclusion of the academic term and after course grades have been finalized. The LEA will post the actual course title, IHE name, and grade earned in the college course to the student's high school transcript. In cases where no grade is reported for a course, where a grade of "I" (incomplete) is reported, or where a grade change occurs after final grades have been posted, the student will request a transcript be sent to their LEA to verify corrected course grades.

Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.

Upon a student's request, the IHE will provide an official college transcript showing credit for the completed college-level course work. Currently there is no fee for this service. Students can access and print unofficial copies of their transcripts through their Flashline portal.

SECTION XIII: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

The Family Educational Rights and Privacy Act (FERPA) is a Federal Law that protects the privacy of student education records, both financial and academic. For the student's protection, FERPA limits release of student record information without the student's explicit written consent; however it also gives the student's parent(s)/guardian(s) the right to review those records if the parent(s)/guardian(s) claim the student as a dependent on their Federal Income Tax Return.

Communication with Parents for Students in Courses Delivered at High Schools:
CCP students are college students and their educational records are protected by FERPA legislation. Students enrolled in college courses, regardless of the classroom location, are protected and communication must be carefully distributed.

CCP teachers for Kent State University must adhere to FERPA legislation. **Note that while enrolled in college courses, FERPA limits ALL instructors, including CCP teachers, to provide performance information only to the student without prior consent from the student.**

Kent State University requires that each CCP teacher verify with the University that a valid FERPA Release Form and/or an approved Parent/Guardian Verification of Student Dependent Status form is in place at the University for any participating student prior to release of any protected information. Students may complete a FERPA release online through their Flashline account or may complete a paper release form found online at https://www.kent.edu/registrar/ferpa-forms and submit this to the Kent State University Registrar.

In the event that a high school CCP teacher identifies a need to contact a student's parent proactively regarding progress in the college course, they may only do so if a signed FERPA Release form is on file with the University.

Communication with Parents for Students in Courses Delivered at IHE Locations:
Students may grant Kent State University permission to release information about their student records to a third party (including parents, step-parents, etc.) by completing a FERPA Release Form online through their Flashline account or completing a paper release form found online at https://www.kent.edu/registrar/ferpa-forms and submit this to the Kent State University Registrar. In the absence of a student initiated FERPA release, parent(s)/guardian(s) may submit a Parent/Guardian Verification of Student Dependent Status form for review to the University Registrar.

SECTION XIV: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION XV: APPEALS

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

SECTION XVI: RELEVANT LAWS

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this Agreement or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this Agreement. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

SECTION XVII: NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, disability, genetic information, age, military status, or identity as a disabled veteran or veteran of the Vietnam era, recently separated veteran, or other protected veteran.

SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION

LEA and IHE shall cooperatively market the CCP program by:

- Equally promoting the Agreement to partner's students and their families, as well as to the communities served by the partner through each entity's website.
- LEA shall provide IHE with reasonable access to LEA students, parents and counselors to allow IHE to market and promote the program.

LEA shall market the CCP program by:

- Identifying this agreement with IHE in the required annual notice to students, in the required annual information session, in the annual program of studies, and on the school website.
- Providing IHE with advanced notification and opportunity to present during the LEA's annual CCP informational sessions.
- Providing IHE with reasonable access to partner students, parents and counselors to allow IHE to market and promote the program.
- ~~Assisting IHE in mailing promotional materials to partner students and parents by providing their home addresses.~~

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IHE shall market the CCP program by:

- Identifying this agreement with the LEA on the CCP website.
- Providing an annual session for IHE counselors to meet with LEA representatives regarding the CCP program.

Each party shall, prior to the issuance of any news or press release marketing the program, provide notification and a copy of the release to the other party.

The LEA must adhere to the use of the IHE logo and signage guidelines which will be provided to LEA upon request.

SECTION XIX: FINANCIAL STRUCTURE AND COST SHARING

1. The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
2. The cost of textbooks, course materials and supplies including access codes will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC 3365.07 with the exception of students enrolled under ORC 3365.06 (A).
    1) The LEA can choose to initiate and maintain an account with the IHE University Bookstore and can elect to purchase textbooks and materials through other vendors. Students shall have required course textbooks and materials available by the first day of classes.
    2) Students can participate in the Kent State University Flashbooks initiative whereby textbooks are made available electronically at a cost savings to the district. This initiative is currently limited to a finite number of specified course sections. Billing for Flashbooks materials will be invoiced to districts separately from the IHE University Bookstore partner.
3. The IHE will invoice based on the following formula subject to approval by the Chancellor, Ohio Department of Higher Education:

High School Delivery – Option A:
For courses taught by a high school teacher approved by the IHE at the LEA location, the rate will be the State of Ohio floor amount of $41.64 x number of credit hours/course x number of students.

High School Delivery – Option B:
For courses taught by an IHE faculty member at the LEA location, the rate will be $80.00 x number of credit hours/course x number of students.

On Campus Delivery:
For courses taught by a university faculty member at an IHE location, the cost will be $120.00 x number of credit hours/course x number of students.

Distance Learning Delivery:
For courses being taught via distance learning, the cost will be $120.00 x number of credit hours/course x number of students.

Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of the LEA in consultation with the IHE. CCP students will have access to student resources at the IHE.

SECTION XX: TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, 2020 to June 30, 2021. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2021.

Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

SECTION XXI: APPROVALS

IHE (Kent State University):

Interim Senior Vice President and Provost — Date: 12-20-19

Senior Vice President for Finance and Administration — Date: 1/2/2020

LEA: _____

(School District Name)

District Charter Representative/Superintendent — Date

Treasurer — Date

APPENDIX A

Listing of Authorized College Credit Plus Courses
15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following page are representative of suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll.

Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program and meet the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.

Course Enrollment Restrictions:

Students must complete 15 credit hours of courses designated as Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at colleges or universities participating in CCP. ~~Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP~~. Level I courses include:

1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
3) Technical certificate courses
4) 15-credit hour or 30-credit hour model pathway courses
5) Study skills, academic or career success skills courses
6) Internship courses
7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.

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College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 18 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: http://solutions.kent.edu/GPS/ROADMAP/browse/ug/all as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing I	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

30 Credit Hour Pathway
(includes 15 Credit Hour Pathway above)

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

APPENDIX B

Listing of Kent State University Campus Contacts

Ashtabula Campus
Susan J. Stocker, Ph.D.
Dean and Chief Administrative Officer (CAO)
3300 Lake Rd W
Ashtabula, OH 44004-2316
(440) 964-4211
sjstocke@kent.edu

East Liverpool Campus
Salem Campus
Columbiana County Campuses
David M. Dees, Ph.D.
Dean and Chief Administrative Officer (CAO)
2491 State Route 45 S
Salem, OH 44460-9412
East Liverpool Campus (330) 382-7411
Salem Campus (330) 337-4205
ddees@kent.edu

Geauga Campus
Twinsburg Regional Academic Center
Angela S. Spalsbury, Ph.D.
Dean and Chief Administrative Officer (CAO)
14111 Claridon-Troy Road
Burton, OH 44021
(330) 907-3362
aspalsbu@kent.edu

Kent Campus
Johanna E. Pionke, M.Ed
Director, Pre-College Programs
Center for Undergraduate Excellence (CUE), Ste 169
975 University Esplanade
Kent, OH 44243
(330) 672-3754
jpionke@kent.edu

Stark Campus
Denise A. Seachrist, Ph.D.
Dean and Chief Administrative Officer (CAO)
6000 Frank Ave NW
North Canton, OH 44720-7599
(330) 244-3211
dseachri@kent.edu

Trumbull Campus
Daniel E Palmer, Ph.D.
Interim Dean and Chief Administrative Officer (CAO)
4314 Mahoning Ave., N.W.
Warren, OH 44483-1998
(330) 675-8820
dpalmer1@kent.edu

Tuscarawas Campus
Bradley A. Bielski, Ph.D.
Dean and Chief Administrative Officer (CAO)
330 University Dr., NE
New Philadelphia, OH 44663
(330) 339-3391
bbielski@kent.edu

APPENDIX C

College Readiness Indicators for CCP Students

		ACT	SAT[1]	Accuplacer[2]	
				Classic	**Next Gen**
English Sub Score		18	Evidence-Based Reading & Writing 480	Sentence Skills 88 or 5 on Writeplacer	Next Gen Writing – 263 or above OR 5 on Writeplacer
Reading Sub Score		22		80	Next Gen Reading- 250
Mathematics Sub Score		22	530	55CLM	QAS - 263 or above
					AAF – 263 or above

Adapted from "Uniform Statewide Standards for Remediation-Free Status," dated April 2019

[1] Scores reflected on this table apply to the current version of the SAT; scores obtained on exams prior to 2017 will need to be crosswalked to these thresholds.

[2] Accuplacer Classic was warehoused in January 2019. The Classic "cut scores" will remain on the chart for students who were assessed prior to 2019.

WADSWORTH CITY SCHOOLS | 2020-2021 CALENDAR

AUGUST 2020

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

17 No School (Teacher Work Day)
18 No School (Teacher Work Day)
19 No School (Prof. Dev. In-service)
20 First Student Day (Gr. 1-12)
26 First Student Day (PS and Kind.)

T-11 S-8

SEPTEMBER 2020

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

3 WMS/WHS 2-hr. Delayed Start
7 No School (Labor Day)
25 No School (Prof. Dev. In-service)

T-21 S-20

OCTOBER 2020

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1 WMS/WHS 2-hr. Delayed Start
15 No School PS-6 only) - Conferences 11:30 a.m.-7 p.m.
16 No School (Teacher Comp. Day)

T-22 S-21

NOVEMBER 2020

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

3 No School (PS-Gr. 6 only) - Conferences 8:10 a.m.-3:40 p.m.
5 WMS/WHS 2-hr. Delayed Start
13 No School (Prof. Dev. In-service)
26-30 No School (Thanksgiving Break)

T-18 S-17

DECEMBER 2020

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3 WMS/WHS 2-hr. Delayed Start
22-31 No School (Winter Break)

T-15 S-15

JANUARY 2021

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 No School (Winter Break Cont'd.)
7 WMS/WHS 2-hr. Delayed Start
15 No School (Prof. Dev. In-service)
18 No School (M. L. King, Jr. Day)

T-19 S-18

4 WMS/WHS 2-hr. Delayed Start
15 No School (President's Day)

T-19 S-19

FEBRUARY 2021

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

4 WMS/WHS 2-hr. Delayed Start
30 2-hr. Delayed Start – Gr. 9, 11 & 12 (Gr. 10 starts at normal time)

T-23 S-23

MARCH 2021

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1 WMS/WHS (Gr. 9, 11 & 12 only) - 2-hr. Delayed Start (Gr. 10 starts at normal time)
2 No School (Good Friday)
5-9 No School (Spring Break)

T-16 S-16

APRIL 2021

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	25	27	28	29	30	

6 WMS/WHS 2-hr. Delayed Start
21 Baccalaureate
23 Commencement
27 Last Student Day
28 Teacher Work Day

T-20 S-19

MAY 2021

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

T-0 S-0

JUNE 2021

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Grading Periods

Gr. K-4 Trimesters: 8/20/2020-11/13/2020
11/16/2020-2/26/2021
3/1/2021-5/27/2021

Gr. 5-12 Quarters
8/20/2020-10/16/2020
10/19/2020-12/21/2020
1/4/2021-3/12/2021
3/15/2021-5/27/2021

Evening Conference Dates:
PS-Gr. 6: 9/30/2020 & 2/2/2021 (4:30-8:00 p.m.)

WMS: 11/12/2020 WHS: 11/5/2020

If the district falls below the minimum hours required in a school year due to calamity day, hours will be added at the end of the school year, beginning May 28, 2021.

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

This Memorandum of Understanding is entered into this 1st day of March 2020, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

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

"*Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. All teachers shall be required to provide parents with a sign-up sheet to schedule parent-teacher conferences at the above meetings. A bargaining unit member is to file copies of conference reports in the pupil's office cumulative folder.*"

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

1. For the 2020-2021 school year, the parent and student orientation for kindergarten will occur on Tuesday, August 25, 2020, which is the seventh teacher workday of the new contract year. This flexibility is agreed to in order to allow additional time to determine which teacher each kindergarten student is assigned to. The kindergarten teacher schedule will be as follows:

    - Monday, August 17: Per the terms of the *Negotiated Agreement*;
    - Tuesday, August 18: Per the terms of the *Negotiated Agreement*;
    - Wednesday, August 19: Per the terms of the *Negotiated Agreement*;
    - Thursday, August 20: Assistance with students starting first grade and KRA testing;
    - Friday, August 21: KRA testing;
    - Monday, August 24: KRA testing; and
    - Tuesday, August 25: Professional development, assignment of students to teachers, open house in the evening.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

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

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

For the Wadsworth Education Association

For the Wadsworth City School District Board of Education

Rob Earle, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

Stephine Schmeltzer, WEA Co-President

2020 High School/Middle School Soccer Assigning Contract

The undersigned, being an authorized representative of the Wadsworth High/Middle School or group of Schools, wishes to enter into an agreement with Zachary Bastin of Law Five Assigning, LLC (OHSAA Assigner) to assign soccer officials for the 2020 interscholastic soccer season. Said School or group of Schools agrees to the following conditions:

1. Assigner's base fee for scheduling will be **$55.00** per varsity, junior varsity freshman and middle school team of each gender considered separate. This same base fee will apply regardless of the number of referee's requested or assigned. If a school plays less than five (5) lower-level, non-varsity home games, a $8 assigning fee will be assessed for each of these home games and the base fee is waived for that level of play.

2. This contract must be signed and submitted to Assigner before scheduling is started. **Soccer officials will not be assigned until an authorized and signed 2020 contract is on file with the Assigner**.

3. Please print the name of the person(s) and title, other than the Athletic Director or a varsity coach, authorized to make changes to the School's soccer schedules. (Usually this person is the School Principal, Assistant Athletic Director, or Athletic Office Administrative Assistant) Please list a phone number for each.

Name Alicia Innocenti Title Athletic Secretary Phone Number 330-335-1372

Name _____ Title _____ Phone Number _____

4. Each game change made on or after August 21st, 2020, that the Assigner processes, will incur a **$6.50** charge. Changes may be any of the following: game cancellation(s), adding a game(s), change in game date(s), change in game time(s), change in a game site(s) or assigner contacting officials regarding any changes that may be listed above to ensure accurate sharing of information. This is not an all-inclusive list, other variables could cause schedule changes. Cancellations should be made in a timely fashion so updates can be posted on the Arbiter website allowing the official(s) to be reassigned. Schools agree that changes initiated by the school athletic office are immediately made known to the assigner and officials through direct contact with these individuals. Preferred/primary communication will be the use of a phone call. Emails and text messages will serve as additional and alternate means of communication once a phone call is placed to the assigned officials. Referee phone numbers are posted in Arbiter Game for all schools to see and utilize.

5. The School AD agrees to logon and review the school's profile on the school website, Arbiter Game. The School AD will make necessary changes in information regarding the School's address and phone numbers, and the School's addresses for its playing fields. The AD agrees to update contact information on the School's varsity coaches, School's Assistant AD and athletic office administrative assistants. In addition, the AD agrees to notify the Assigner, in a timely fashion, of any games not listed or not listed correctly and do so in a timely fashion. If a game(s) is added or removed, the School agrees to contact the assigner immediately. The School will consider the Arbiter assignments a contract between the official and the School. The School gives the Assigner the authority to make changes directed by the School and to make changes as needed caused by illness and conflicts of scheduled game officials.

6. Invoices for assigning and any schedule changes made throughout the season will be mailed to the School at the conclusion of the OHSAA High School Soccer Tournament.

7. Use of two officials on all preseason scrimmages; payment equal to fees paid during the regular season.

2020 High School/Middle School Soccer Assigning Contract

8. The Assigner agrees to contact the School within 24 hours of a scheduled game time to inform the school that referees are not available to officiate that scheduled game or if there is a change in the number of officials reporting to officiate the game(s). In addition, the Assigner agrees to work with the School to determine a date/time when such game can be rescheduled with available officials.

9. The School agrees to pay officials for games canceled for inclement weather, or any other unforeseen event, by using the following guidelines:

    - If a JV game is completed prior to the start of a varsity game, that is canceled before it can start because of inclement weather or other event, the referees who did the JV game will be paid a full JV game fee and one-half of the fee for the canceled varsity game because they are on-site. The third referee, scheduled to work the varsity game, is to be paid one-half of the game fee they would earn if the varsity game were played and the official is on-site.

    - If referees, assigned to a JV game that cannot be played due to inclement weather or some other event, are requested by the School's site administrator/coaches to wait on-site for possible involvement in the varsity game, scheduled to follow the JV game, they will be paid a full game fee for the JV game as if it were played and a full varsity fee if involved in the subsequent varsity game, if played.

    - If referees are working a game that is canceled due to inclement weather or another event, after play has begun, the referees will be paid a full game fee for the canceled game.

    - If referees are not contacted by the School in a timely fashion about a canceled game, and appear at the field to fulfill their contractual obligation, and if the assigner has no knowledge of a canceled game providing the assigner an opportunity to cancel the officials, the officials are entitled to a full game fee for the game assigned, but canceled. They will be paid a full game fee for the first game in a set of games, but not the second subsequent game. Officials are requested to be on-site for a game fifteen (15) minutes prior to the start of a game. Since officials must travel to the game site and be there at least fifteen minutes prior to kick off, the School agrees to contact the officials about a canceled game at least one hour prior to the game's start. This provides adequate time to stop an official from traveling to the game site.

2020 High School/Middle School Soccer Assigning Contract

As school Athletic Director, are you agreeing to enter your school's 2020 soccer schedules, all levels of play, into Arbiter Game by March 15, 2020? If (No), please include 2020 soccer schedules. **(Yes)** X **(No)** ____

As school Athletic Director, do you consent to allow your varsity boys' and/or girls' coaches to make schedule changes by contacting the assigner directly with or without your knowledge?

Boys' Varsity Coach (Yes) X **(No)** ____ **Girls' Varsity Coach (Yes)** X **(No)** ____

Boys' Varsity Coach: Name John Johnson Email Address jjohnson@wadsworthschools.org

[redacted] Alternate Phone Number ____

Girls' Varsity coach: Name Paul Williford Email Address [redacted]

[redacted] Alternate Phone Number ____

School requests the use of a 3-official system on all boys' varsity games*. **(Yes)** X **(No)** ____

School requests the use of a 3-official system on all girls' varsity games*. **(Yes)** X **(No)** ____

*The Assigner will make every attempt to assign the requested number of officials per game but cannot guarantee the requested number of officials will always be available to honor the school's request. This is to ensure the game is played as scheduled.

Soccer Officials will be paid according to School and/or League policy. 2020 game fees are to be filled in below.

School agrees to pay $ 60 for the center referee and $ 40 for each assistant referee assigned for Varsity soccer games with three officials.

School will pay $ 60 per referee for a Varsity game with two officials.

School will pay $ 40 per referee for a Junior Varsity game with two officials.

School will pay $ 48 for one (1) referee for a Junior Varsity or Freshman game.

School will pay $ — for one (1) referee for a Middle School game.

Name of person executing contract Brad Musgrave Date 2-27-20

(Please Print)

School Phone Number 330-335-1372 Cell Phone Number [redacted]

School Email Address bmusgrave@wadsworthschools.org Summer Email Address same

Signature Brad Musgrave Title Athletic Director

Completed 2020 contract and HS/MS soccer schedules can be scanned and sent via email to L5Assigning@gmail.com

Have a fantastic Spring!!!

CONTRACT FOR CHILDREN WITH DISABILITIES
OPEN ENROLLMENT

AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES
PURSUANT TO SECTIONS 3313.981 O.R.C., 3323.14 O.R.C., and RULE 3301-48-02(F)

District of Attendance

The Rittman Exempted Village Schools Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) listed below with the Wadsworth City Schools Board of Education (District of Residence) for educational purposes for the school year of 2019 - 2020 .

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay to the Rittman Exempted Village Schools Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Rittman Exempted Village Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	[redacted]	Wadsworth, OH 44281
2.	[redacted]	Wadsworth, OH 44281
3.		

Jean J Ritchie — 2/5/2020
District of Attendance Superintendent Signature — Date

Mark O'Moore — 2/5/20
District of Attendance Treasurer Signature — Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2019 - 2020.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

NORTON CITY SCHOOLS

4128 CLEVELAND-MASSILLON RD. NORTON, OHIO 44203-5697
PHONE 330-825-0863 FAX 330-825-0929

Norton City Schools and Wadsworth City Schools – Sacred Heart of Jesus School

Non-Public Title I Interagency Agreement

The goal of this interagency agreement is to provide Title I reading intervention services to identified students who have a home district of Norton City Schools. In accordance with the Title I application and guidelines, services will be provided to students in grades K – 2 who qualify.

Norton City Schools agrees to the following:
-Provide Wadsworth City Schools with a purchase order with the identified amount of funding for the current school year through Title I services.
-Confirm home district status for all identified Sacred Heart of Jesus School students in writing to Wadsworth City Schools ensuring appropriateness of providing services.
-Provide timely payment of received invoices for services provided to students.

Wadsworth City Schools agrees to the following:
-Promote and support goals within the guidelines of Title I Federal guidance through program services.
-Act as fiscal agent for the Federal funding allocated to provide Title I services and to coordinate funding.
-Invoice home district in a timely manner coinciding with the end of the academic year.

Sacred Heart of Jesus School agrees to the following:
-Provide Wadsworth City Schools with a list of students who are being served and note the home district of residence.
-Provide Wadsworth City Schools with description of the Title I assistance being provided to students.
-Provide adequate space at the school during school hours for staff to perform intervention services.

Norton City Schools, Wadsworth City Schools, and Sacred Heart of Jesus School agree to the above procedures for the operation of the Title I intervention program for the 2020-2021 school year.

NORTON CITY SCHOOLS

4128 CLEVELAND-MASSILLON RD. NORTON, OHIO 44203-5697
PHONE 330-825-0863 FAX 330-825-0929

For Norton City School District:

Treasurer	Date	Superintendent	Date

For the Wadsworth City School District:

Treasurer	Date	Superintendent	Date

For Sacred Heart of Jesus School:

Fiscal Officer	Date	Principal	Date

Gmail by Google

Shaw, Jill <jshaw@wadsworthschools.org>

Junior Library Guild Order Notification- J031141

1 message

JLG Order Confirmation <jlgorders@juniorlibraryguild.com> Thu, Sep 26, 2019 at 9:18 PM
Reply-To: jlgorders@juniorlibraryguild.com
To: "jshaw@wadsworthschools.org" <jshaw@wadsworthschools.org>
Cc: Jennifer Bennett <jbennett@juniorlibraryguild.com>

Dear Jill Shaw,
Thank you for choosing Junior Library Guild for your collection development needs! Below are the details of your order (2075034) that was entered on 09/26/2019 . Please take a moment to review the accuracy of your order as well as the billing and shipping addresses. If required by your procurement office, please use this confirmation to requisition your purchase order. Should you need to make any changes, please contact me at the number below.

Order Summary:
Number of Levels: 1
Purchase Order Number: SHAW-PO pending
Total Purchase Price: $182.56

Invoice will be mailed on: 11/01/2019

Order Detail:

Description	QTY	Sub Start	Sub End	Total Price
RA+ Category - Read Aloud Plus	1	11/01/2019	10/01/2020	$182.56

Additional Items:

Description	Total Price
None	

Bill To:
Wadsworth City School District (J031141)
625 Orchard
~~160 W Good Ave~~
Wadsworth, OH 44281-1632

Ship To:
Valley View Elementary School
625 Orchard
~~160 W Good Ave~~
Wadsworth, OH 44281-1632

If you need anything further please do not hesitate to contact me or our Customer Service Department at 1-800-743-4070.

Thank you for choosing Junior Library Guild. I look forward to working with you!

Jennifer Bennett

Terms and Conditions

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6. Customer Responsibility

Each school/library will designate a primary contact, who will be responsible for obtaining necessary permissions and providing of support and publicity. Each customer must be a present subscriber to JLG's services. All contributions must be used by the customer for the purchases of products or services from Junior Library Guild, and are not refundable.

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Media Source will not share your contact information, or that of your library, with any third parties without your consent except for companies we have on contract to perform certain functions

such as order processing and database management on our behalf.

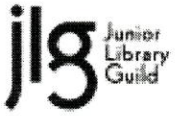












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Today's Classroom LLC
6551 Middlebranch Ave NE
Canton, OH 44721 US
8779099910
rick@todaysclassroom.com

INVOICE

BILL TO
Lincoln Elementary School
Janice Cerovac
280 N Lyman St
Wadsworth, OH 44281
330-335-1460

SHIP TO
Lincoln Elementary School
Janice Cerovac
280 N Lyman St
Wadsworth, OH 44281
330-335-1460

INVOICE # 20-1728
DATE 02/20/2020
DUE DATE 03/21/2020
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
AR42D Amtab AR42D Multi-Functional Collaborative Activity Table - Genesis Collection - Round Laminate Top Color Option: Navy Blue Dyna Rock Edge Top Edge Color Choice: Gray Metal Frame Finish Options: Metallic Titanium Height Option: Adjustable 22"-29" Standard Height AERO Legs Casters: No	2	243.00	486.00
AR36D AmTab AR36D Round Collaborative Activity Table 36 Inch Diameter Adjustable Height Laminate Top Color Option: Navy Blue Dyna Rock Edge Top Edge Color Choice: Gray Metal Frame Finish Options: Metallic Titanium Height Option: Adjustable 22"-29" Standard Height AERO Legs Casters: No	1	213.00	213.00

PAID

ACTIVITY	QTY	RATE	AMOUNT
KOR 611 Kore Designs KOR611 Junior Wobble Chair 16 Inches - Dark Gray	9	69.99	629.91
83464-COOL GRAY Balt 83464 Hierarchy Flipz Stacking/Rocking Stool 17 Inch Color: Cool Gray	6	105.41	632.46
G6407 GuideCraft G6407 Blue Kiddie Rocker Couch	2	73.75	147.50
ANG1118 Steffy Wood ANG1118 Toddler Book Display	2	98.89	197.78
AWR48D AmTab AWR48D Round All Welded Utility Table 48 inch Diameter Laminate Color: Navy Blue Dyna-Rock Edge Color: Gray Metal Frame Finish Color: Metallic Titanium Height: 30"-38" Adjustable Height Casters: None	1	452.92	452.92
Shipping Lift Gate Shipping with Lift Gate to get products to Ground Level	1	626.04	626.04

PAYMENT	3,385.61
BALANCE DUE	**$0.00**

Today's CLASSROOM

*** IMPORTANT ***
YOUR RESPONSIBILITY PRIOR TO ACCEPTING FREIGHT

****Please sign and return this form to complete processing****

TO PROTECT YOU FROM LIABILITY,
"DO NOT" SIGN DELIVERY RECEIPT UNTIL AFTER:

1. **You've asked the truck driver to wait while you inspect for visual or concealed damaged.** If there is the slightest crush, crease, scuff, tear, or puncture to any carton, **you are responsible to make such notation on the delivery receipt.** If driver is unwilling to wait, call Rick or Ali at Today's Classroom (877) 909-9910 while the driver remains at your location.

   A. **Write on the delivery receipt the number of cartons and the actual item in the carton which contains creases, scuff marks, tears, punctures, etc. or the number of cartons and the actual item which contains visible damage.**

   B. Any item that has concealed or visible damage that you did not refuse to accept – **you must retain all cartons and packing materials – no matter how slight or severe.** This is the carrier's requirement for claim purposes.

   C. **You also have the right to refuse to accept any item if damage is visible**. Most furniture should be delivered to you on a pallet. If you receive un-palletized furniture, the probability of damage is higher.

   D. **I understand that I must evaluate the services that are being signed for at the time of delivery**-for example if a lift gate or inside delivery service has **not** been paid for on the original invoice, **I understand and agree** that I will be responsible for the additional charges that apply. I agree to allow Today's Classroom to charge the original form of payment if this instance occurs.

      3/27/2020 when pre-approved. RR

      - Please note that every delivery slip notates what services have been rendered.

2. **Verified the count.** Only sign for the number of cartons that you received, not what is shown on the driver's receipt.

You, the consignee, are required to report (**with pictures**) any damage to Today's Classroom at info@todaysclassroom.com or (877) 909-9910.
CONCEALED DAMAGE MUST BE REPORTED TO TODAY'S CLASSROOM

WITHIN 24 HOURS of DELIVERY.

SHORTAGES MUST BE REPORTED TO TODAY'S CLASSROOM WITHIN 5 DAYS.

FOR ANY QUESTIONS OR PROBLEMS AT THE TIME OF DELIVERY, CALL TODAY'S CLASSROOM AT (877) 909-9910 OR (330) 433-9030.

Please sign and return this form to complete your order processing.

Printed Name_____ Signature _____

Name of Institution_____ Date____/____/____

Reference/Order#_____

Amendment to"Knewton Enterprise Service Terms and Conditions"

On this 4th day of March 2020, John Wiley & Sons Inc., with a business address of 111 River St, Hoboken, NJ 07030, USA, successors of Knewton Inc., a Delaware corporation, with offices located at 100 Fifth Avenue, New York, NY 10011 ("Wiley") and Wadsworth City School District, 524 Broad Street, Wadsworth, OH 44281 ("Customer") agree that the Knewton Enterprise Service Terms and Conditions shall be modified as follows for the purchase of HMH Go Math © 2015 Digital, Grades K-5.

Section 6. DISCLAIMERS.

Section 6 shall be modified to read as follows:
SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. THE KNEWTON SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND "AS AVAILABLE" BASIS. KNEWTON EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

Section 7. LIMITATION OF LIABILITY.

Section 7 shall be modified as follows:
SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. To the extent that any of the exclusions or limitations of liability set forth in this Section are not permitted under applicable law, then such exclusions and limitations shall apply to the fullest extent permitted under applicable law.

Section 8. INDEMNIFICATION.

Section 8 shall be struck in its entirety.

Section 11. GOVERNING LAW AND VENUE

Replace all instances of "NEW YORK" with "OHIO".

Except as provided herein, all other Knewton Enterprise Service Terms and Conditions shall remain in full force and effect.

JOHN WILEY & SONS, INC.		**WADSWORTH CITY SCHOOL DISTRICT**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

learning applications are governed by their terms of service that you have agreed to; these Knewton Terms, which together with our Enterprise Privacy Policy (https://www.knewton.com/privacy-policy/), governs our relationship with users in relation to the Knewton Services only, and constitutes a binding legal agreement between Knewton and you, and by agreeing to them, you

represent that you have the authority and legal capacity to do so. In these Knewton Terms, we use the term "**you**" and "**your**" to refer to both the individual agreeing to these terms and any user for whom that individual has agreed to these terms as a parent, guardian or Educator on behalf of such user, as applicable.

1. KNEWTON PROPRIETARY MATERIALS.

Our technology allows us to personalize online education for our users by causing the presentation and focus of the course materials to adapt based on the user's needs and how they learn best, and also provides analytic reporting to help track the user's progress. This technology is key to the Knewton Services.

Knewton's software and technology and any other items made available through the Knewton Services (collectively, "**Knewton Proprietary Materials**") are the intellectual property of Knewton or its licensors. The Knewton Proprietary Materials do not include any course materials or online learning applications provided by Enterprise Partner; each user's use of any such course materials and online learning applications is subject to terms agreed to by the user and the Enterprise Partner.

2. INTEGRATION WITH ENTERPRISE PARTNERS.

The Knewton Services are provided to users through integrations with the online learning applications of our Enterprise Partners. Each

user's use of such online learning applications is subject to terms agreed to in a separate agreement between the user and the applicable Enterprise Partner. Knewton is not responsible for any of the products or services of any Enterprise Partners.

3. SHARING OF INFORMATION WITH ENTERPRISE PARTNERS; KNEWTON PROFILES.

In order for our Enterprise Partners to provide the Knewton Services to users, Knewton needs to receive (1) information from Enterprise Partner regarding users' interactions and performance when interacting with Enterprise Partner's online learning applications ("**Usage Data**") and (2) a unique indirect identifier that the Enterprise Partner has assigned to a user. This Usage Data may include, but is not limited to, descriptions of content and problems a user has viewed and attempted, problems a user has answered correctly or incorrectly, the amount of time spent viewing content, etc. This Usage Data with indirect identifiers are automatically collected, shared, received, accessed, stored and used between an Enterprise Partner and Knewton as users interact and access the Enterprise Partner's online learning applications. No direct identifiers about a user are included with this Usage Data or otherwise shared with Knewton.

Usage Data may be used by Knewton in order to operate the Knewton Services by providing Enterprise Partner with recommendations and

analytics data that are personalized to Users based on this Usage Data that the Enterprise Partner may in turn render to users and/or instructors or other authorized personnel of a school or other institution. As part of our relationship with you, Knewton will also create and maintain a personalized learning history for each user based on his/her Usage Data in order to provide the Knewton Services. Usage Data may also be used by Knewton to improve and inform our adaptive learning technologies, including troubleshooting, data analysis, testing and research, and maintenance and debugging purposes, all in accordance with applicable laws and our Enterprise Privacy Policy.

By using the Knewton Services, you hereby agree and consent to the foregoing uses and sharing of such Usage Data by Knewton. Please see Knewton's Enterprise Privacy Policy (https://www.knewton.com/privacy-policy/) for a more detailed description of the type of Usage Data Knewton receives and how Knewton treats and protects Usage Data.

4. RIGHT TO USE AND ACCESS.

In connection with your use of the Enterprise Partner's online learning applications that are enabled with our adaptive learning technology, Knewton grants you (or the user for whom you are agreeing to the Knewton Terms) a revocable, non-exclusive, non-transferable right to access and use those portions of the Knewton Services that Knewton makes

available to you or such user, solely for personal, noncommercial, noncompetitive, use, in accordance with the Knewton Terms. Neither you nor any other user may transfer the foregoing rights, and any attempt to do so shall cause such rights to automatically terminate.

5. USER CONDUCT.

As a condition of use, you promise not use the Knewton Services for any purpose that is unlawful or prohibited by these terms, or any other purpose not reasonably intended by Knewton. By way of example, and not as a limitation, each user agrees not to use the Knewton Services in any manner that could: (i) damage, impair, disable or overburden the Knewton Services, (ii) in any way interfere with Knewton's rights or with any other user's use and enjoyment of the Knewton Services, (iii) be for any illegal purpose, or in violation of any local, state, national, or international law, or (iv) otherwise infringe on any person's rights. Knewton may restrict, suspend or terminate your account if you abuse or misuse the Knewton Services.

6. DISCLAIMERS.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. ~~THE KNEWTON SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW,~~

10/19/19

KNEWTON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL WITH REGARD TO YOUR USE OF THE KNEWTON SERVICES. ANY USE OF THE KNEWTON SERVICES IS AT THE USER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING, KNEWTON DOES NOT WARRANT THAT (i) THE KNEWTON SERVICES WILL MEET ANY PARTICULAR REQUIREMENTS, (ii) THE KNEWTON SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE KNEWTON SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY CONTENT, SERVICES OR OTHER ITEMS OBTAINED THROUGH THE KNEWTON SERVICES WILL MEET YOUR OR ANY USER'S EXPECTATIONS, OR (v) ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED.

7. LIMITATION OF LIABILITY.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. KNEWTON WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF KNEWTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

~~DAMAGES), ARISING FROM OR RELATED TO THE KNEWTON TERMS AND/OR THE KNEWTON SERVICES. IN NO EVENT WILL KNEWTON'S AGGREGATE, CUMULATIVE LIABILITY TO YOU (AND ANY OTHER USER FOR WHOM YOU ARE AGREEING TO THE KNEWTON TERMS) ARISING FROM OR RELATING TO THE KNEWTON TERMS AND/OR THE KNEWTON SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO KNEWTON (OR IF YOU HAVE NOT PAID KNEWTON DIRECTLY, THE AMOUNTS KNEWTON HAS RECEIVED FROM ENTERPRISE PARTNER) FOR YOUR ACCESS TO THE KNEWTON SERVICES (IF ANY) DURING THE ONE (1) MONTH PRECEDING THE DATE ON WHICH A CLAIM FIRST ARISES.~~ To the extent that any of the exclusions or limitations of liability set forth in this Section are not permitted under applicable law, then such exclusions and limitations shall apply to the fullest extent permitted under applicable law.

10/14/19

~~8. INDEMNIFICATION.~~

~~You agree to indemnify, defend and hold harmless Knewton, its officers, directors, employees, agents, service providers, Enterprise Partners, vendors and customers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees resulting from (i) any violation of the Knewton Terms by you (or by any other user for whom you are agreeing to the Knewton Terms) or (ii) any harm caused by you (or by any other user for whom you are agreeing to the Knewton Terms) in connection with the use of the Knewton Services.~~

10/14/19

We reserve the right to ~~make~~ changes to these terms by posting such changes through the Knewton Services (or, where applicable, through the services of our Enterprise Partners). Any such ~~posted~~ changes will be effective upon ~~the date indicated by the posting, but in any event not sooner than 14 days after posting. You shall be responsible for reviewing and becoming familiar with any such changes. Your (or any other user for whom you are agreeing to these terms) continued use of the Knewton Services shall constitute acceptance of the terms as modified. If you do not want to agree to such changes to these terms or are otherwise dissatisfied with the Knewton Services or these terms, you may terminate these terms at any time by discontinuing use of the Knewton Services. Any provision of these terms, which by its nature or express terms should survive, will survive any such termination or expiration.~~

10. NOTICE.

Knewton may communicate any notices to you, including notices of changes to the Knewton Terms, through e-mail, regular mail or by posting of those notices through the Knewton Services and/or the Enterprise Partner's online learning applications. You may contact us here, or via mail or courier at: Knewton, Inc. ATTN: Legal Department, 100 5th Ave., New York, NY 10011 USA.

11. GOVERNING LAW AND VENUE

You agree that: (i) the Knewton Services shall be deemed solely based in ~~New York; and (ii) the Knewton Services shall be deemed a passive website that does not give rise to personal jurisdiction over Knewton, either specific or general, in jurisdictions other than New York.~~ Ohio The Knewton Terms and the relationship between you and Knewton shall be governed by the laws of the State of ~~New York~~ Ohio without regard to its conflicts of law provisions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to use of the Knewton Services or the Knewton Terms must be filed within one (1) year after such claim or cause of action ~~arose~~ was known or be forever barred. You further consent and agree that the courts of the State of ~~New York~~ Ohio are the exclusive forum for litigation of any claim or cause of action arising out of or relating to use of the Knewton Services or the Knewton Terms.

10/14/19 MM

10/14/19 MM

10/14/19 MM

10/14/19 MM

12. MISCELLANEOUS.

The Knewton Terms govern your use of the Knewton Services and constitutes the entire agreement between you and Knewton, and supersede any prior agreements between you and Knewton. Any failure by Knewton to exercise any rights or enforce any of the Knewton Terms shall not constitute a waiver of such rights or terms. If any provision of the Knewton Terms or their application in a particular circumstance is held to be invalid or

unenforceable to any extent, the remainder of the Knewton Terms, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law. These terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you~~, but may be assigned by us without restriction~~. Any assignment attempted to be made in violation of these terms shall be null and void. These terms do not confer any third party beneficiary rights.

10/4/19



Legal Entity and Merchant Account Enrollment

LEGAL ENTITY

Legal Entity Name	
Legal Entity Type	☐ Individual Sole Proprietorship ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Limited Partnership ☐ General Partnership ☐ Tax Exempt Organization ☐ Government Agency
Federal Tax ID (SSN if no Tax ID)	
First Name (Financially Responsible)	
Last Name	
Street Address 1 (PO Box not allowed)	
Street Address 2	
State	
City	
Zip Code	
Contact Phone	
Doing Business As	
Have you accepted credit cards before?	

If not a Tax Exempt Organization, Government Agency or a Public Corporation please complete below:

Social Security Number	
Date of Birth	

MERCHANT ACCOUNT

Account Name	
Bank Account Type	☐ Checking ☐ Savings ☐ Corporate Checking ☐ Corporate Savings
Bank Routing Number	
Bank Account Number	

Business Customer Service Number	
Business Street Address 1 (PO Box not allowed)	
Business Street Address 2	
Business State	

Business City	
Business Zip Code	
Business URL	
Business Primary Contact First Name	
Business Primary Contact Last Name	
Business Primary Contact Email Address	
Business Primary Contact Phone Number	

I acknowledge that I have received, read and agree to the terms of the attached documents:

- Local Level User Agreement
- Local Level Merchant Services Agreement for Sub-Merchants
- Local Level Payment Processing Agreement (Submerchant)

_____

Signature Date

Local Level User Agreement

Last Updated: November 2017

PLEASE READ THIS LOCAL LEVEL USER AGREEMENT. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR USING THE SERVICES.

1. ACCEPTANCE OF LOCAL LEVEL USER AGREEMENT

(a) This Local Level User Agreement is entered into by and between you and i3-LL, LLC d/b/a Local Level ("Local Level," "we" or "us"). The Local Level User Agreement, together with any documents expressly incorporated by reference (collectively, this "Agreement") govern your access to and use of any website on which it is posted including any content, functionality, applications (including the Local Level App), and services offered on or through such website (individually and collectively, the "Services"), whether as a guest or a registered user. This Agreement may change from time to time as set forth in Section 21 below.

(b) Please read this Agreement carefully before you start to use the Services. By using the Services or by clicking to accept or agree to the Local Level User Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement and our Privacy Policy, found at www.localevelevents.com/pages/privacy incorporated herein by reference. If you do not agree to this Agreement or the Privacy Policy, you must not access or use the Services.

(c) Our Services are not for children under the age of 13. If you are under 13 years old you are prohibited from using our Services. For more information about children, see Section 8 of our Privacy Policy.

2. LOCAL LEVEL IS NOT A TICKET BROKER OR SELLER.

Local Level is not a ticket broker or ticket seller. In providing Services, Local Level acts as an agent to Organizers who have signed up to sell or provide tickets through use of our Services or to use our Services for event registration purposes.

3. THE SERVICES

(a) Local Level offers ticketing and event registration services for events put on by individuals and organizations (each an "Organizer"). If you purchase a ticket or register for an event through the Services, then you are referred to in this Agreement as a "Attendee," whether or not you are required to pay for a ticket or to register for an event. "You" and "your" refers to either an Organizer or a Attendee. Further, you agree that you shall not participate in any of the prohibited activities described in Section 9.

(b) We may change or discontinue the Services or change or remove features or functionality of the Services from time to time. We will notify you of any material change to or discontinuation of the Services.

4. ACCESSING AND USING THE SERVICES

(a) User Accounts. Although you are not required to create a user account to purchase tickets, you must setup an account to organize an event. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You also acknowledge that your account is personal to you and agree not to provide any other person with access the Services using your user name, password, or other security information. You also agree to ensure that you exit from your account at the end of each session. You should use caution when

accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement. You assume all risk of loss associated with your unauthorized disclosure of your account information and are responsible for any account transactions, activities, or other uses. You agree to notify us immediately at the Local Level Support Center (as set forth in Section 26) of any unauthorized use of your account.

(b) Integrations with Third-Party Applications or Services. We or a third-party may make available software or other functionality that allows access to our Services through third-party applications or services (each an "Integration"). Use of an Integration may require you to purchase software licenses or services from a third-party provider. Further, you may be required to provide Local Level with access to your account with such third-party applications or services in order for the Integration to function. If we make an Integration available and you decide to use it, Local Level grants you a non-exclusive, non-sublicensable and non-transferable, limited license to access and use the provided Integration so that the Services, as applicable, will interoperate with the intended third-party application or services. We may modify an Integration or cease to make an Integration available to you at any time for any reason without refund or liability to you. Use of an Integration may be subject to Additional Terms (as defined in Section 21 below).

(c) Network Access and Devices. The Services may be accessed by the internet. You are responsible for obtaining network and internet access necessary to use the Services. If you access the Services from a mobile device, then your mobile network's data and messaging rates and fees may apply. You are responsible for acquiring and updating compatible hardware and devices to access the Services.

5. PURCHASING TICKETS OR REGISTERING FOR EVENTS

(a) Generally. If you would like to use the Services to purchase or, in the case of free tickets, obtain tickets to an event or to register for an event, then you must be an individual, at least 18 years of age or able to form legally binding contracts under applicable law, and a resident of the United States with a United States mailing address. Further, you agree that you shall not participate in any of the prohibited activities described in Section 9.

(b) Pricing and Availability. The Organizer, not Local Level, determines ticket and event prices, the number of tickets or event registrations available, seating locations, and number of tickets that you may purchase (i.e. any ticket limits) or persons that you may register for a particular event.

(c) Service and Payment Processing Fees. Local Level reserves the right to charge service or payment processing fees for ticket purchases and event registrations. If you are required to pay service or payment processing fees, we will disclose any such fees to you before you complete your payment. If you do not wish to pay the service or payment processing fees, you will not be obligated to proceed with the transaction.

(d) Payment Methods; Credit and Debit Authorization. You may make payments by using either a credit or debit card. By submitting a request that payment be made to the Organizer, you authorize Local Level to cause to be debited the deposit account or credit card account that the Organizer has provided to Local Level as part of the registration process.

(e) Delivery. Tickets and event registration confirmations may be emailed or sent by text message to the Attendee or as otherwise specified by the Attendee. Tickets and event registration confirmations are also available to download online by logging into the Attendee's account.

(f) Ticket Transfer. It is up to the Organizer to determine whether tickets or event registrations, as

applicable, are transferrable. In general, tickets or event registrations that do not have the name of a specific person printed on them can be transferred, while tickets or event registrations with the name of a specific person printed on them cannot be. If you purchase a ticket or register for an event that is specific to a person that you would like to transfer to another person, you must contact the Organizer directly to request the transfer. The Organizer, not Local Level, will determine whether a transfer will be permitted in such situations.

(g) Event Cancellation and Refund Policy

(i) Event Cancellation. If an event is cancelled, Local Level will issue refunds as directed by the Organizer. Any refunds will exclude service and payment processing fees, if any, charged by or through Local Level unless the refund of such fees is required by applicable law or the Organizer elects to cover such fees.

(ii) Other Refunds. Except for refunds issued when an event is cancelled, if you are not satisfied with your purchase, you agree to resolve the issue directly with the Organizer. The decision of whether to issue a refund (and the method any such refund will be made) will be made by the Organizer. Local Level will issue refunds in conformance with Organizer's instructions; provided that any refunds will exclude services or payment processing fees, if any, that have been charged by or through Local Level unless the refund of such fees is required by applicable law or the Organizer elects to cover such fees.

6. ORGANIZING EVENTS

(a) Generally. If you or an Organizer you represent would like to use our Services to provide tickets for events that you are organizing or allow persons to register for events, then you must create an account with us on our website and agree to this Agreement. You represent and warrant that you (i) are either an individual at least 18 years of age or entering into this Agreement on behalf of a legally recognized entity, you are duly organized, validly existing, and in good standing under the laws of your state of Organizer; and (ii) have full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) if you are entering into this Agreement on behalf of a legally recognized entity, the execution of this Agreement has been duly authorized by all necessary action on the part of such entity; and (iv) you (or the legally recognized entity, as applicable) are a resident of or domiciled in the United States with a United States mailing address.

(b) Agent. By registering for the Services and creating an event, Organizer appoints Local Level as Organizer's agent to act for and on Organizer's behalf solely to perform Services contemplated by this Agreement.

(c) Ticketing and Event Registration Services. By using our Services to create a ticketed event, Organizer authorizes Local Level to distribute tickets to such events. By using our Services to register persons for non-ticketed events, Organizer authorizes Local Level to distribute event confirmations to such events. Further, Organizer authorizes Local Level to cause to be debited the deposit account that the Organizer has provided to Local Level as part of the registration process. By using our Services, an Organizer authorizes Local Level (or its designated payment processor) to cause funds to be deposited or credited to the Organizer's deposit account provided to Local Level as part of the event creation process.

(d) Use of Organizer Content

(i) User Content. "User Content" includes any artwork, photos, text, graphics, information, content or other materials that you provide to Local Level through use of the Services. Without limitation, User Content includes third-party advertisements or other third-party materials that you may provide to

Local Level. By providing any User Content, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, the right to use, reproduce, prepare derivative works of, perform, display, distribute, and transmit the User Content in connection with the event for which you submitted it. Organizer licenses to Local Level all patent, trademark, trade secret, copyright or other proprietary rights in and to such User Content for use pursuant to this Agreement. You represent, warrant, and covenant that (A) you either own or control all rights in and to the User Content or have the right to grant the license granted above to us and our affiliates, business partners, and service providers, and each of their and our respective licensees, successors and assigns; (B) you will not submit any User Content is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable or otherwise violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations; and (C) neither the User Content nor use of the User Content as contemplated herein will infringe any patent, trademark, trade secret, copyright or other intellectual property or other right of any other person or entity. You understand and acknowledge that you are responsible for the User Content you submit or contribute and you, not Local Level, have full responsibility for such User Content including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Services.

(e) Registration Information. Our Services allow Organizers to create custom data collection forms to collect registration and other information from Attendees in relation to an event (individually and collectively, "Registration Information"). Organizers are responsible for (i) providing any legally required privacy notices to the Attendees; (ii) obtaining any necessary consents from the Attendees for the Organizer's collection, use, and re-disclosure of any personally identifiable information or personal data of any Attendees that you may access through your collection of Registration Information; and (iii) ensuring the Registration Information is collected, used, disclosed, transferred, and stored by Organizer in accordance with all applicable laws, rules, and regulations in the jurisdiction in which the Services are accessed or used. Organizer represents, warrants, and covenants that Organizer comply with the foregoing obligations.

(f) Local Level is not HIPAA Compliant. If you are a Covered Entity or Business Associate as defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as amended ("HIPAA"), you represent, warrant and covenant that you will not to use our Services for any purpose or in any manner involving Protected Health Information (as defined by HIPAA).

(g) Credit and Debit Authorization. By registering with us as an Organizer, you authorize Local Level (or its designated payment processor) to cause funds to be deposited or credited tothe deposit account that you provided to Local Level. If you are not a natural person, then you also represent and warrant to Local Level that you will be bound by and comply with the NACHA Operating Rules.

(h) Payment Ownership, Scheduling, and Disbursement.

(i) Local Level will typically pay the Organizer any proceeds from ticket purchases or event registrations within ten (10) business days of completion of the event.

(ii) Prior to disbursement to the Organizer designated by Attendee, Local Level shall cause to be deposited all funds received from Attendees in a non-interest-bearing deposit account at a financial institution in the United States. Such account is owned and maintained by its payment processor (the "Settlement Account"). The Settlement Account will be a commingled account containing funds for other customers of Local Level's payment processor in addition to the funds deposited for the benefit of the Organizer. Local Level shall maintain records of subaccounts for each Organizer ("Subaccount(s)"). Local Level is not a bank, savings and loan or regulated financial institution. Local Level is not a money

transmitter. At no time does Local Level own, control, or transfer the funds in the Settlement Account, which are owned and controlled by Local Level's payment processor. Local Level uses Instruction Based Funding services provided by its payment processor to cause the fund transfers required for the Services. Local Level's payment processor will initiate funds transfers, to Organizer from the Settlement Account consistent with funding instruction files received from Local Level. Neither Attendee nor Organizer will receive interest on any amounts transferred for time which elapses during payment processing.

(i) Reversals, Returns and Chargebacks. To the extent permitted by applicable law, Organizer agrees to be liable to the extent of funds in Organizer's Subaccount from payment processing transactions for any reversals, returns, or chargebacks ("Disputed Amounts") incurred by Local Level, and authorizes Local Level to instruct its payment processor to setoff the amount of such Disputed Amount against funds held in the Organizer's Subaccount in order to reimburse Local Level for the amount of such Disputed Amount and if the balance in its subaccount is insufficient to cover the Disputed Amount, Organizer will immediately upon request from Local Level transfer funds to the Settlement Account for credit to Local Level in the Disputed Amount. This amount will not exceed the total amount of transactions proceeded on behalf of Organizer.

(j) Cancelling Events and Attendee Refunds. If an Organizer cancels an event or otherwise directs Local Level to issue refunds to Attendees, the Organizer may request that Local Level also refund any service fees or payment processing fees that have been paid by Attendees. In such case, Local Level will refund the such fees to Attendees; provided that, Organizer agrees to promptly pay such fees to Local Level upon receipt of an invoice from Local Level. Alternatively, Local Level may deduct such fees from any other monies that Organizer may accrue as a result of other Organizer events.

7. FEES

(a) Service Fees. Although we make some of our Services without charge, we charge fees for use of some of our Services ("Paid Services") as set forth on our website. All fees that appear on our website are posted in US Dollars. If we are unable to charge a payment to your credit or debit card or are otherwise unable to obtain payment for our Paid Services when due, then we reserve the right to suspend or terminate your access to our Paid Services until we receive payment from you.

(b) Payment Processing Fees. In addition to fees that we may charge for the Paid Services, use of our Paid Services may be subject to a non-refundable payment processing or other processing fees as set forth on our website. An Organizer can choose whether the Attendees are responsible for payment of such fees or whether such fees should be deducted from payments made to the Organizer hereunder (i.e. whether they should be deducted from the price of the event registration or ticket).

(c) Fee Changes. The fees may change from time to time, and we reserve the right to modify them at any time for any reason upon notice to you or by posting on our website, provided that fees will not change for an event on the platform already priced. In addition, we may add or modify certain offerings or Services and we reserve the right to charge you additional or different fees in consideration for providing such new or modified Services to you.

(d) Taxes. Local Level users are responsible for determining what, if any, taxes apply to payments made or received using the Services, and it is the Organizer's responsibility to collect, report, and pay the correct taxes to the appropriate tax authority.

(e) Right to Set-Off. Without prejudice to any other right or remedy Local Level may have, Local Level reserves the right to set off at any time any undisputed amount owning to it by you under this Agreement or otherwise.

8. SOCIAL MEDIA FEATURES. If we provide social media features with certain content, you make take such actions as are enabled by such features.

9. LOCAL LEVEL APP

(a) License. As part of the Services, users are able to download and use the Local Level mobile application (the "Local Level App"). Subject to the terms of this Agreement, Local Level grants you a limited, revocable, non-exclusive and nontransferable license in the United States to (a) download, install, and use the Local Level App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device); and (b) access and use the Services made available on such Mobile Device through the Local Level App, strictly in accordance with this Agreement.

(b) Restrictions. You agree not to: (i) copy the Local Level App, except as expressly permitted by this license; (ii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Local Level App; (iii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Local Level App or any part thereof; (iv) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Local Level App, including any copy thereof; (v) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Local Level App, or any features or functionality of the Local Level App, to any third party for any reason, including by making the Local Level App available on a network where it is capable of being accessed by more than one device at any time; or (vi) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Local Level App.

(c) Reservation of Rights. You acknowledge and agree that the Local Level App is provided under license, and not sold, to you. You do not acquire any ownership interest in the Local Level App under this Agreement, or any other rights thereto other than to use the Local Level App in accordance this Agreement and the license granted herein. All other rights are expressly reserved to Local Level and its licensors.

(d) Updates. Local Level may from time to time in its sole discretion develop and provide Local Level App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Local Level has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (i) the Local Level App will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Local Level App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Local Level App and be subject to all terms and conditions of this Agreement.

(e) Export Regulations. The Local Level App may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Local Level App to, or make the Local Level App accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Local Level App available outside the US.

10. Mobile Device Access. To the extent you access the Services through a Mobile Device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services or applications may be prohibited or restricted by your carrier, and not all mobile services or applications may work with all carriers or devices. In the event you change

or deactivate your mobile telephone number, you agree to promptly update your Local Level account information to ensure that your messages are not sent to the person that acquires your old number.

11. YOUR OBLIGATIONS

(a) You are responsible for understanding the legal and regulatory requirements applicable to it and for selecting and using the Services and for procuring and using the Services in a manner that complies with the applicable legal and regulatory requirements. You shall comply with all laws and regulations applicable to you or your organization, as applicable, in relation to the Services.

(b) You shall maintain in effect all the licenses, permissions, authorizations, consents and permits that you need to carry out your obligations under this Agreement. In addition, you shall implement commercially reasonable physical, administrative and technical controls, and security procedures and other safeguards that are reasonably necessary to prevent unauthorized access to and use of the Services.

12. INTELLECTUAL PROPERTY RIGHTS

(a) Our Services are owned by Local Level, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not modify, copy, record, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part.

(b) The Local Level name, Local Level logo, and all related names, logos, product and service names, designs and slogans are trademarks of Local Level or its affiliates or licensors. You must not use such marks without the prior written permission of Local Level. All other names, logos, product and service names, designs and slogans on this website are the trademarks of their respective owners.

13. PROHIBITED ACTIVITIES

You may use our Services only for lawful purposes and in accordance with this Agreement. You agree not to use our Services:

- In any way that violates any applicable federal, state, local or international law or regulation including, without limitation, any laws governing the export of data or software to and from the United States or other countries, intellectual property laws, and laws relating to data protection and privacy.
- To impersonate or attempt to impersonate another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Local Level or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use any payment source you are not authorized to use or engage in any fraudulent transaction.

- Manipulate or abuse the credit card or ACH payments process in any way including, but not limited to, making a payment to crate cash from a credit or gift card.
- Use the Services for any unauthorized or illegal purpose.
- Access the Services from a country other than the United States.
- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the website.
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the website.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services (including the website, the server on which the website is stored, or any server, computer or database connected to the website).
- Attack Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

14. DISCLAIMER

(a) LOCAL LEVEL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE OR YOUR USE OF THE SERVICES, OR ON ANY WEBSITE LINKED TO BY THE WEBSITE.

(b) LOCAL LEVEL WILL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICES, PROVIDED, YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER LOCAL LEVEL NOR ANY PERSON ASSOCIATED WITH LOCAL LEVEL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER LOCAL LEVEL NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

(c) LOCAL LEVEL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO

ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

(d) THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. LIMITATION ON LIABILITY

(a) IN NO EVENT WILL YOU OR LOCAL LEVEL, INCLUDING ITS PARENT COMPANY, SUCCESSORS, AGENTS, AFFILIATES, BUSINESS PARTNERS, AND SERVICE PROVIDERS AND EACH OF THEIR OFFICERS, DIRECTORS, AND EMPLOYEES ("LOCAL LEVEL ENTITIES") BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT A LOCAL LEVEL ENTITY.

(b) MAXIMUM LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE LOCAL LEVEL ENTITIES TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE LESSER OF: (i) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR THE SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING THREE MONTHS; OR (ii) $5,000.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

(c) Exceptions. The exclusions and limitations in this Section 15 do not apply to Local Level's obligations or liability for Local Level's gross negligence or willful misconduct. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

16. LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION IS KNOWN, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. OMITTED

18. MONITORING AND ENFORCEMENT; TERMINATION

(a) We have the right to:

(i) Remove or refuse to post any User Content submitted by users for any reason in our sole discretion;

(ii) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;

(iii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and/or

(iv) terminate or suspend your account if we believe, in our sole opinion, that you are using (or intend to use) the Services in a fraudulent manner or in a way that is otherwise in violation of the law or this Agreement.

(b) Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services or website.

(c) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of this Agreement.

(d) Any suspension or termination shall not affect your obligations to us under Agreement. The provisions of this Agreement which by their nature should survive the suspension or termination of your account or this Agreement shall survive including, but not limited to the rights and licenses that you have granted hereunder, disclaimers, limitations on liability, provisions related to intellectual property ownership, and all of the miscellaneous provisions in Section 22.

19. MODIFYING OR CLOSING YOUR ACCOUNT

You may also make changes to your account by logging into your account and changing your account settings. You may close your account by contacting the Local Level Support Center as set forth in Section 26.

20. GEOGRAPHIC RESTRICTIONS

Local Level is based in the State of Tennessee in the United States. We provide this website and Services for use only by persons located in the United States. We make no claims that the Services will be accessible or appropriate outside of the United States. Access to the Services and website may not be legal by certain persons or in certain countries. If you access the Services or website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

21. ADDITIONAL TERMS; CHANGES TO THE AGREEMENT AND SERVICES

We reserve the right at any time and for any reason, to modify or discontinue any aspect or feature of the Services or to modify this Agreement, provided that such modification will not materially adversely limit Your access or use of the Services. Any additional terms and conditions that may govern your use of the Services will be agreed to by the parties.

22. RELIANCE ON INFORMATION POSTED

(a) The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information.

Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you, or by anyone who may be informed of any of its contents.

(b) The Services include content provided by third parties. All statements and/or opinions expressed in these materials are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Local Level. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

23. LINKS TO OTHER WEBSITES. We may provide links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

24. COPYRIGHT POLICY

(a) Reporting Claims of Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Local Level website or through your use of the Services infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to our designated copyright agent is below.

(b) DMCA Notice of Alleged Copyright Infringement. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- Subject to the provisions of Section 15(a), if you fail to comply with the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the website is infringing your copyright, you may be held liable for damages under Section 512(f) of the DMCA.

(c) Designated Copyright Agent. DMCA Notices must be delivered to our designated copyright agent:

Paul Maple, General Counsel I3-
LL, LLC d/b/a Local Level 40
Burton Hills Blvd, Suite 415

Nashville, TN 37215 Telephone:
615-465-4487
Email: pmaple@i3veritcals.com

(d) Repeat Infringers. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

25. MISCELLANEOUS

(a) Force Majeure. Local Level shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Local Level including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ten (10) days, you shall be entitled to give notice in writing to Local Level to terminate this Agreement.

(b) Entire Agreement. The Agreement, any Additional Terms, and our Privacy Policy constitute the entire agreement between you and us with respect to your use of the Services, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

(c) Governing Law and Jurisdiction. All matters relating to the Services (including our website), this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction), except that matters concerning or relating to Organizer issues shall be governed by the state laws applicable to the Organizer. Any legal suit, action or proceeding arising out of, or related to our website, the Services, and/or this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio.

(d) Waiver and Severability. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

(e) Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without Local Level's prior written consent. Local Level reserves the right to transfer or assign this Agreement or any right s under it at any time

(f) Communications. You consent to receiving communications from Local Level electronically. You agree that we have the right to communicate with you by email and by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

(g) Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in or with this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

26. CONTACTING US

This website and Services offered through it is operated by i3-LL, LLC d/b/a Local Level. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in Section 24 in the manner and by the means set out therein. All other feedback, comments, requests for technical support and other communications relating to the Services or website should be directed to the Local Level Support Center at support@locallevelevents.com. Thank you for visiting our website and using our Services.

27. SPECIAL TERMS APPLICABLE TO SCHOOLS AND SCHOOL DISTRICTS. The following terms may be applicable if Organizer is a school, school district, or other education agency or institution that is subject to the requirements of the Family Education Rights and Privacy Act (FERPA) (each a "District").

(a) Authority to Contract

(i) District represents, warrants and covenants that:

- it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
- it has the full right, power and authority to enter into and perform its obligations under this Agreement, and that such action has been duly authorized and, if applicable, this Agreement and all expenditures hereunder have been approved and authorized by all applicable boards or other governing bodies in accordance with applicable law; and
- when entered into, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(ii) Upon our written request, District shall provide Local Level with written evidence that this Agreement has been duly authorized by the applicable board or governing body.

(iii) The parties agree that that a breach of any of the representations, warranties, or covenants in Section 27 shall constitute a material breach of this Agreement.

(b) District Data; Education Records

(i) If Organizer is District, the parties acknowledge that Local Level may have access to District Data during Local Level performing Services for District under this Agreement. The parties agree that as between them, all rights including all intellectual property rights in and to District Data shall remain the exclusive property of the District. As used herein, "District Data" includes all personally-identifiable information and other non-public information of District to which Local Level has access including, but not limited to, student data, metadata, and other content provided by or through District's End Users and Authorized Parent Users. Without limitation, District Data includes student "education records" as that term is defined by the Federal Education Rights Privacy Act.

(ii) If Local Level will have access to "education records" for the District's students as defined under Family Educational Rights and Privacy Act (FERPA), District represents and warrants that it has determined that Local Level meets the criteria set forth in the its annual FERPA rights notification for being a "school official" with a "legitimate educational interest" in the District education records. Local Level is and will remain under the direct control of District with respect to use and maintenance of education records and will use and disclose District Data only for the purpose of fulfilling its duties and providing services under this Agreement and for improving services under this Agreement. Local Level will not share District Data with or disclose it to any third-party except as provided in this Agreement, required by law, or as authorized in writing by the District. Further, Local Level will not use District Data in any manner that is inconsistent with its privacy policy.

(iii) If District uses an Integration (as that term is defined in Section 4(b) above), then you grant us

permission to make District Data available to the applicable third-party provider. Conversely, in such a case, you grant us permission to use District Data that we may obtain from a third-party provider as a result of your use of an Integration. We are not responsible and disclaim all liability for third-party provider's access, use, disclosure, modification, or destruction of District Data when such District Data is obtained by a third-party provider as a result of your use of an Integration.

(c) Hosted District Data

(i) Data Location. District Data will not be stored outside the United States without prior consent from the District.

(ii) Access to District Data. Any District Data held by Local Level that is not available to District directly through District's ordinary interactions with the Hosted System or functionality made available to District by Local Level will be made available to District by Local Level upon written request of District; provided that, Local Level reserves the right to charge District its applicable hourly rates for professional services to accomplish such task subject to District's prior written approval. "Hosted System" means a combination of hardware, software and networking elements that comprise the information technology system hosted by Local Level or its Subcontractor.

(iii) Response to Specific Data Destruction or Return Requests. Local Level shall destroy or return and then destroy any specific District Data that is in its possession promptly after receiving a written request from the District; provided that, Local Level' standard hourly rates for professional services may apply, subject to District's prior written approval.

(iv) Data Destruction or Transfer Upon Termination or Expiration. Upon termination or expiration of this Agreement, Local Level will use commercially reasonable means or methods to return to the District or to destroy all District Data in possession, as directed by the District. If District elects to have District Data transferred, either to the District or to a third-party, then Local Level shall return the data in a reasonable time in a format mutually agreed upon by the parties; provided that, District shall pay Local Level' applicable hourly rates for professional services to accomplish such transfer, subject to District's prior written approval. Upon successful transfer of District Data, as confirmed in writing by the District's authorized representative, Contractor shall destroy all District Data.

(v) Security. Local Level will employ security measures in accordance with reasonable and appropriate industry practices, including appropriate administrative, physical, and technical safeguards to secure any hosted District Data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Local Level' own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

(vi) Data Breach. Local Level will have a written incident response plan, which will include prompt notification of the District in the event that Local Level becomes aware of unauthorized access or release of Personally-Identifiable Information of District of ("Data Breach"). In the event of a Data Breach, Local Level shall implement the procedures required in its written incident response plan, keep District informed of the status of its investigation, and shall coordinate any required communications with District in conformance with applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Wadsworth School District	i3-LL, LLC
By:_____	By: _____
Name:_____	Name: _____
Title: _____	Title:_____

PAYMENT PROCESSING AGREEMENT
FOR SUB-MERCHANTS

This Payment Processing Agreement for Sub-merchants ("Agreement") sets forth the terms and conditions that govern the Merchant Services to be provided by i3-LL, LLC (Local Level)("Provider") to its registered sub-merchants ("Sub-merchant"). Merchant Services include payment processing and gateway services provided by WorldPay, LLC ("Processor"), Provider and Fifth Third Bank (as such bank may change from time to time, the "Member Bank") pursuant to a Payment Facilitator Merchant Agreement ("Processing Agreement"). Processor and Member Bank are collectively referred to as "Acquirer"). Provider is required to enter into this Agreement with its customers, who are "Sub-merchants" for purposes of this Agreement and the Processing Agreement. ***Sub-merchant has registered to receive the Merchant services more fully described at www.locallevelevents.com (the "Website").***

Sub-merchant has submitted an Application, the terms of which are incorporated herein. By its acceptance of the Application, Merchant agrees to provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement to facilitate Sub- merchant's acceptance of credit and debit card payments for goods and services provided to Cardholders. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc ("VISA"), Discover Financial Services, LLC ("Discover"), and Other Networks (defined below) (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments.

Merchant and Sub-merchant agree as follows:

1. **Definitions**. Unless otherwise defined above, all capitalized terms used in this Agreement shall have the meanings given to them herein or in Appendix A attached to this Agreement.

2. **The Services.** Provider is a registered PSP and Payment Facilitator as provided for in the Operating Regulations. Pursuant to the Processing Agreement, Merchant has arranged for Processor to acquire, process and settle payment for transactions initiated by Sub-merchant's Payors, by means of Instruction Based Funding. Such acquiring, processing, and settlement shall be made in accordance with the Operating Regulations using the channels set forth in the Application, which include: credit/debit card and EFT (electronic funds transfer) payments through the Website, (collectively "Payments"). Subject to processing delays and risk holds, Provider has made arrangements as a Payment Facilitator to cause Payments to be made to Sub-merchant. Processor will periodically transfer Payments to Sub-merchant's Account based upon instructions provided by Provider via Instruction Based Funding.

3. **Authorization.** Sub-merchant hereby authorizes Provider to facilitate the debiting and crediting of the bank account described in its Application ("Bank Account"), for purposes of depositing Payments to Sub-merchant's Bank Account, debiting from Sub-merchant's Bank Account any chargebacks, refunds, or reversals, and debiting any fees or charges owed to Provider. Sub-merchant agrees keep this bank information up-to- date with Provider at all times. Failure to do so may result in Payments being misdirected, withheld, or returned to its Payors. Provider shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information.

4. **Sub-merchant Responsibilities.**

4.1. Sub-merchant agrees to execute a direct processing agreement with Processor, in the form of the Merchant Services Agreement for Sub-merchants provided by Processor, as a supplement to this Agreement, and will provide Provider with a copy of such agreement upon request. In the event that more than $1,000,000 in Visa transactions and/or $1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) is processed through and on behalf of Sub-merchant in any 12-month period, Sub- merchant will automatically be deemed to have accepted, and will be bound by, the Merchant Services Agreement for Sub-merchants.

4.2. Sub-merchant will permit Provider to perform risk monitoring functions as required by the

Operating Regulations and Rules Summary.

4.3. Sub-merchant will notify Provider immediately of any Payor disputes or other matters that require escalation to Processor and immediately forward any notices received by Sub-merchant concerning a disputed payment transaction.

4.4. Sub-merchant will assure that only sales transactions produced as the direct result of bona fide sales to Payors for such identified products and/or services are completed and delivered to Provider for processing.

4.5. Sub-merchant will not present sales transactions for any purposes related to pornography or any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

4.6. Sub-merchant will restrict access to ID's and passwords to access the Services and will disclose such IDs and passwords to its employees and agents on an as-needed basis, only as necessary for the use of the Services.

4.7. Sub-merchant is solely responsible for the security of data residing on the servers owned, controlled or operated by Sub-merchant. Sub-merchant will comply with all state and federal laws, including without limitation laws regarding disclosure to customers on how and why personal information and financial information is collected and used. Sub-merchant agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction except for purposes of authorizing, completing and settling card transactions and resolving chargebacks, retrieval requests or similar issues involving card transactions. Sub-merchant acknowledges that neither Provider or Processor shall be liable for any improperly processed transaction or illegal or fraudulent access to Sub-merchant's account, Sub-merchant's IDs and passwords, any end-user data or transaction data.

5. **Sub-merchant Prohibitions.** Sub-merchant acknowledges and agrees that the prohibited actions described below ("**Prohibited Actions**") are actions which may mislead, disadvantage, defraud or damage any, or all of, the following entities; (a) a Payor; (b) the issuing bank; (c) the settlement bank; (d) the Associations; (e) Provider; (f) Processor; or (f) the Member Bank. Sub-merchant agrees that it must take all available steps and precautions to prevent fraud, theft, or misappropriation of Payor data. Sub-merchant agrees that it will not take any of the following Prohibited Actions and it will not permit a third party under its control to take the actions described in Section 5 in any situation where it has knowledge of such actions. Sub-merchant is deemed to be responsible for and to control the conduct of its employees, contractors, customers, and representatives.

5.1. Sale Transactions. Sub-merchant will not submit any sales transaction to Processor: (a) that adds any surcharge to the transaction, except to the extent authorized by the Operating Regulations or Applicable Law; (b) that adds any tax to the transaction, unless Applicable Law expressly allows for the customer to impose a tax. Any tax amount, if allowed, must be included in the transaction amount and not collected separately; (c) that represents the refinancing or transfer of an existing Payor obligation that is deemed to be uncollectible or arises from the dishonor of a Payor's personal check or from the acceptance of a Card at a terminal that dispenses scrip; (d) that Sub-merchant knows to be fraudulent or not authorized by the Payor, or that it knows to be authorized by a customer colluding with Sub-merchant for a fraudulent purpose; (e) until after the services are performed, and/or Sub-merchant has completed the transaction, unless Sub-merchant has obtained Payor consent for a recurring transaction; (f) where a valid authorization was required but not obtained; (g) where multiple authorizations for amounts less than the total sale amount have been obtained; (h) which results in a disbursement of cash or cash equivalent to a Payor; (i) that establishes a maximum dollar sale transaction amount, except to the extent authorized by the Operating Regulations.

5.2. Refund Transactions. Sub-merchant will not submit any refund transaction to Processor: (a) that does not correlate to an original sales transaction from the Payor; (b) that exceeds the amount shown as the total on the original sale transaction; (c) more than three (3) business days following either: (i) a regulatory requirement granting a Payor's right to a refund; or (ii) a non-disputed Payor request.

5.3. Other Prohibited Activities. Sub-merchant will not: (a) use any Payor data or other transaction

data for any purpose not authorized by this Agreement; (b) disclose any Payor data or other transaction data to any entity except for necessary disclosures to affected Payors, and through Processor to affected Association entities (c) provide to Processor or Provider any inaccurate, incomplete, or misleading information; (d) fail to provide Provider with timely notification of events that have caused or could cause material changes in the Sub- merchant's ability to fulfill its obligations under this Agreement, including but not limited to (i) adverse changes in Sub-merchant's financial health; (ii) adverse changes in Sub-merchant's business conditions or environment; (iii) actions by governmental or non-governmental agencies; (e) transfer or attempt to transfer its financial liability by asking or requiring Payors to waive their dispute rights; (f) submit transactions on behalf of another entity that the Associations would consider a sub-ISO, Payment Service Provider (PSP), Provider, or any third party payment provider; (g) submit transactions for entities that do not have their principal places of business in the United States; (h) require a Cardholder to complete a postcard or similar device that includes the Cardholder's Account Number, Card expiration date, signature, or any other Card account data in plain view when mailed; (i) request or use an Account Number for any purpose other than as payment for its goods or services; (j) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from the Sub-merchant; (k) disburse funds in the form of cash, unless The Merchant is dispensing funds in the form of travelers cheque, TravelMoney cards, or foreign currency, in which case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency plus any commission or fee charged by the Sub-merchant or (ii) the Sub-merchant is participating in the Cash Back service; (l) deposit an electronic or paper record of a transaction (or a copy), generated at the point-of-transaction that does not result from an act between the Cardholder and the Sub-merchant; or (m) interchange any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to the Sub-merchant, irrespective of Cardholder approval. The merchant may pursue payment from the customer outside the system.

6. **Parties to the Agreement; Entire Agreement**. This Agreement constitutes the agreement required by the Processing Agreement between Provider, as an Affiliated Payfac under the Processing Agreement, and its sub-merchants. In addition, the Sub-merchant may be required under the Processing Agreement to enter into a direct processing agreement with Processor ("Direct Processing Agreement") if it processes transactions in excess of a certain dollar amount as required by the Operating Regulations. Provider and Sub-merchant acknowledge and agree that Processor and Member Bank are hereby made parties to this Agreement for that purpose, and each shall have the right to enforce against Sub-merchant all terms and conditions of this Agreement, and any future amendments or addenda to which they are a party, that are set forth therein. This Agreement and the Direct Processing Agreement, if applicable, shall constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement shall not be superceded or replaced by the Direct Processing Agreement. In the event of a conflict between the terms of this Agreement and the Direct Processing Agreement, the terms of the Direct Processing Agreement shall control.

7. **Investigations**. Sub-merchant will promptly notify Provider in the event Sub-merchant becomes aware of any unusual or suspicious activity regarding its customers and will cooperate with Processor, Provider, Member Bank and the Associations, as applicable, in connection with any investigation of its customers' background or activity.

8. **Reserve Account; Right of Setoff**. Provider reserves the right to require a reserve of funds (the "Reserve Account") in an amount satisfactory to Provider to secure Sub-merchant's obligations to Provider hereunder. Upon notice to Sub-merchant, Provider may make one or more deductions or offsets to any payments otherwise due to Sub-merchant to fund the Reserve Account in an amount satisfactory to Provider based upon a reasonably anticipated risk of loss to Provider. To secure Provider' obligations to Processor, Member Bank and Provider on Sub- merchant's behalf under the Processing Agreement, Sub-merchant grants to Processor, Member Bank and Provider a lien and security interest in and to (i) any such Reserve Account, and (ii) any of Sub-merchant's funds pertaining to the Card transactions contemplated by the Processing Agreement now or hereafter in Processor's or Member Bank's possession, whether now or hereafter due or to become due to Sub-merchant. Such lien granted to Processor and Member Bank may have a higher priority than any lien granted to Provider in and to both (i) and (ii) above. In addition to any rights now or hereafter granted under Applicable Laws and not by way of limitation of any such rights, Processor and Member Bank are hereby authorize by Sub-merchant at any time and from time to time, without notice or demand to Sub-merchant or to any other person (and such notice and demand being hereby expressly

waived), to set off, recoup and to appropriate and to apply any and all funds held in a Reserve Account established hereunder and held by Provider against and on account of obligations owed to Processor or Member Bank by Provider on Sub-merchant's behalf, whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. Sub- merchant agrees to duly execute and deliver to Processor or Member Bank, as applicable, such instruments and documents as they may reasonably request to perfect and confirm the lien or security interest set forth in this Agreement. The right of setoff shall be deemed to have been exercised immediately upon the occurrence of default hereunder without any action by Provider or notation in Provider' records, although Provider may enter such set off on its books and records at a later time.

9. **Audits**. At any reasonable time upon reasonable notice to Sub-merchant, Sub-merchant shall allow auditors, including the auditors of Provider, any Association or any third party designated by Provider, Processor or the applicable Association, to review the files held and the procedures followed by Sub-merchant at any or all of Sub-merchant's offices or places of business. Any such audit shall be at Provider' expense, unless it is required by Processor or by an Association. Sub-merchant will assist such auditors as may be necessary for them to complete their audit, and will cooperate where necessary and appropriate. In the event that a third-party audit is requested by an Association, Member Bank or regulatory agency, and/or required by the Operating Regulations or applicable law, Provider may, at its option, either retain a third party to perform the audit, or require that Sub-merchant directly retain a specific third party auditor. If Provider requires that Sub- merchant directly retain the auditor, Sub-merchant shall arrange immediately for such audit to be performed, and will provide Provider and the Associations with a copy of any final audit report.

10. **Representations and Warranties; Authorization.** Sub-merchant hereby represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary appropriate authorizing actions of Sub-merchant; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, partnership or joint venture agreement, law, regulation, order or judgment involving Sub-merchant; that the execution, delivery and performance of the Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which Sub-merchant is bound; that the Agreement is valid and enforceable in accordance with its terms against Sub-merchant as if each Sub-merchant had signed the Agreement; that the fees and charges in the Sub-merchant Agreement shall apply separately and independently to Provider and Sub-merchant; and that Sub-merchant will be bound by any amendments and modifications to the Agreement agreed to by Provider.

11. **Data Security and Privacy**. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Operating Regulations, the Payment Card Industry Data Security Standards ("PCI-DSS"), the VISA Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection Program("SDP"), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS ("Payment Application Data Security Standards") (collectively, the "Security Guidelines"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. Sub-merchant will comply with the Card acceptance and website requirements set forth in the Operating Regulations. Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of foreign Assets control ("OFAC") and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers. Sub-merchant represents to Provider that it does not have access to Card information (such as the Cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from Provider. In the event that Sub-merchant receives such Card or other personal information of its customers in connection with the processing services provided under this Agreement, Sub-merchant agrees that it will not use it for any fraudulent purpose or in violation of any Card Organization Rules, including but not limited to PCI-DSS or Applicable Laws. If at any time Sub- merchant believes that customer personal information has been compromised, Sub-merchant must notify us promptly and assist in providing notification to the proper parties. Sub-merchant must ensure compliance by itself and any third party service provider utilized by Sub-merchant, with all security standards and guidelines that are applicable to Sub-merchant and published from time to time. Provider will not be responsible for unauthorized use or access to customer's personal information or financial data by Sub-merchant, Sub-merchant's employees, or any other party

associated with Sub-merchant, except to the extent such use or access is due to Provider' fault or negligence. If any Card Organization requires an audit of Sub-merchant due to a data security compromise event or suspected event, Sub-merchant agrees to cooperate with such audit. Sub-merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to Sub-merchant, or as specifically allowed by Card Organization Rules, Operating Regulations, or as required by law.

12. **Modification of this Agreement or the Services**. Provider may from time to time without prior notice amend or modify this Agreement or the Services and Website, including without limitation a change to the pricing, terms or products offered; provided, however, that Provider will not modify the Services in a manner that would, in its sole discretion, significantly adversely affect Sub-merchant's use thereof, without providing at least ten days' prior notice to Provider of any such modification. Such notice may be made by means of email or a posting on the Website. Sub-merchant's continued use of the Services following notification of any change or amendment to this Agreement or the Services shall be evidence of its consent and agreement to the modification and/or amendment. Posting notice of any modification or amendment on the Website shall be deemed adequate notification.
13. **Fees.** Sub-merchant shall pay the fees as described in and in the amounts set forth in the Application. Customers of Sub-merchant may be required to pay fees in order to make online Payments, if provided for in the enrollment documentation for the Services as set forth on the Website. Sub-merchant is responsible for disclosing all customer-paid fees to customers. If a dispute arises related to non-disclosure of customer-paid fees, Sub-merchant shall be liable to Provider for the full transaction amount including fees or charges for facilitating the payment of amounts due to Sub-merchant, as Provider may determine in its sole discretion. Provider may grant or deny to customers the ability to use the Provider Services for any reason in its sole discretion. Provider reserves the right to modify and amend all fees payable for the Services upon ten days' notice to Sub-merchant.

14. Term and Termination.

14.1. This Agreement shall commence on the Effective Date and shall continue until terminated as set forth below or until either party gives the other at least 30 days written notice of termination.

14.2. Notwithstanding the foregoing, Provider may immediately cease providing Services and/or terminate this Agreement without notice if: (i) Sub-merchant fails to pay any amount to Provider or Processor when due, (ii) Provider has received a request from Processor, Member Bank, or the Associations to terminate this Agreement; (iii) Provider believes that the provision of a service to Sub-merchant may be a violation of the Operating Regulations or any Applicable Laws; (iv) Provider believes that Sub-merchant has violated or is likely to violate the Operating Regulations or Applicable Law; (v) Provider determines that Sub-merchant poses a financial or regulatory risk to Provider or an Association, (vi) the Processing Agreement is terminated for any reason; (vii) any Association deregisters Provider; (viii) Processor or Member Bank ceases to be a member of or to participate in programs affiliated with the Associations that permit them to offer the Services;
(ix) Provider fails to have the required licenses or registrations, or is the subject of any regulatory enforcement action in connection with any Applicable Law.

15. **Limitation of Liability; Indemnification**.

15.1. Sub-merchant agrees to notify Provider by a written communication with Provider of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach was first known. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach. Sub-merchant hereby authorizes Provider to assert any such claim against Processor on its behalf, and to take all steps deemed necessary or appropriate in connection with such claim.

15.2. Sub-merchant is liable for all acts, omissions, Payor disputes, and other Payor customer service-related issues. Sub- merchant acknowledges that Processor may refuse to process transactions for it in Processor's reasonable discretion, and Sub-merchant agrees that Sub-merchant, and not Provider, shall be responsible for resolving any issues, problems, or disputes with its customers.

15.3. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUB-MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUB-MERCHANT HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND SUB- MERCHANT HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN. Neither Processor, Sub-merchant Bank, nor Provider shall be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from a Force Majeure Event. Upon such an occurrence, performance by Processor, Member Bank and Provider shall be excused until the cause for the delay has been removed and Processor, Sub-merchant Bank, and Provider have had a reasonable time to again provide the Services. No cause of action, regardless of form, shall be brought by either party more than 1 year after the cause of action is known, other than one for the nonpayment of fees and amounts due Provide under this Agreement. Any restriction on Provider' liability under this Agreement shall apply in the same manner to Processor and Member Bank.

15.4. Sub-merchant acknowledges and agrees that: (i) Sub-merchant's receipt of Payments are transactions between Sub- merchant and the relevant Payor who is a customer of Sub-merchant and not with Provider or any of Provider' affiliates; (ii) Provider is a Payment Facilitator for Sub-merchant and is not a party to any transaction; and (iii) funds processed by Processor or its service providers (including any bank service providers) in connection with the processing of Payments are not deposit obligations and are not insured for Sub-merchant's benefit by any governmental agency.

15.5. Omitted.

15.6. I3 SHALL HAVE NO LIABILITY TO SUB-MERCHANT FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Miscellaneous**. Provider may amend this Agreement upon notice to Sub-merchant in accordance with Provider' standard operating procedures. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Provider and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provisions will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio banking corporation, located in Cincinnati, Ohio. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Provider or Sub-merchant.

Wadsworth City School District Board of Education	**i3-LL, LLC**
By:_____ *Signature*	By: _____ *Signature*
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date:_____

ATTACHMENT A

PAYMENT PROCESSING

A. Sub-merchant agrees that it will take all steps necessary to assist PaySchools in complying with its obligations under the Operating Regulations and Applicable Laws related to the settlement of sales transactions, including but not limited to filing of quarterly or other reports required under the Operating Regulations and the payment of assessments, chargebacks and fees in connection with transactions processed under this Agreement.

B. Sub-merchant will establish and maintain its Bank Account with a financial institution to credit the payments and fees Sub-merchant charges its customers. Sub-merchant authorizes Processor and Member Bank to initiate and make transfers to and from the Bank Account to effect the transactions contemplated by this Agreement ("Payments"). Any deficit in the Bank Account owing shall be paid by Sub-merchant into the Bank Account or directly to PaySchools to cover any deficit. Sub-merchant agrees to reimburse PaySchools, on demand, for any losses incurred as a result of insufficient funds in the Bank Account. Sub-merchant and PaySchools will mutually agree upon the provision of reporting and exchange of data as may be required by PaySchools to monitor and manage the activity relative to the Bank Account including any transfers to and from the Bank Account.

C. During the term of this Agreement and for no less than one year thereafter, Sub-merchant will maintain a positive balance in the Bank Account at all times sufficient to accommodate all funding required by this Agreement. If at any time a deficit balance exists in the Bank Account, PaySchools shall give Sub-merchant written notice of such deficit and Sub-merchant shall have two (2) business days to cure such deficit and PaySchools reserves the right to require that Sub-merchant maintain a minimum balance in the Bank Account in an amount to be reasonably determined by PaySchools. Any fees, interest expenses or other expenses with respect to the Bank Account will be the sole responsibility of Sub-merchant and will be paid directly by Sub-merchant. If Processor or PaySchools incurs any fees, interest expenses or other expenses with respect to funding any deficit in the Bank Account, such amount shall be reimbursed by Sub-merchant, on demand by PaySchools, at Processor's standard Cost of Funds rate on Processor's PaySchools Price Schedule. Alternatively, if PaySchools has required the establishment of a Reserve Account, PaySchools may offset such amount against the Reserve Account in accordance with Section 8 of this Agreement.

D. Processor has established a partitioned credit limit for eCheck activity. Processor may limit Sub-merchant's eCheck activity under this Agreement if necessary to maintain such limit. Sub-merchant acknowledges and agrees that PaySchools may at any time determine to restrict the amount or type of transactions PaySchools or Processor is willing to accept based on standards established and administered by Processor in its sole discretion. Processor and/or Member Bank may reject any ACH entry ("Entry") which does not comply with the requirements of this Agreement, the NACHA Operating Regulations, Applicable Law or Member Bank's or Processor's requirements and specifications. Sub-merchant has no right to cancel or amend any Entry after its receipt by Processor or Member Bank. Sub-merchant is responsible for payment for an Entry even if the Entry is erroneous or is a duplicate Entry and regardless of whether Sub-merchant was the source of the error or duplicate Entry. Sub-merchant agrees not to initiate any Entry or other transaction in violation of Applicable Law.

E. The terms of this Attachment A do not modify Sub-merchant's due diligence obligations, including, without limitation, Sub-merchant's responsibility to satisfy all applicable anti-money laundering (AML) policies. Sub-merchant will ensure that each customer authorizes Processor to initiate credit and debit ACH entries to the customer's Bank Account.

F. Each time Sub-merchant transmits an Entry to Processor or Member Bank, Sub-merchant represents and warrants to Processor and Member Bank that:

- The Originator has authorized Sub-merchant to transmit Entries to Processor and Member Bank on behalf of Sub-merchant, in a manner that complies with the NACHA Operating Regulations, for processing and transmittal by Processor and Member Bank through the ACH system, which authorization has not been terminated and is in full force and effect, and Sub-merchant has agreed to make payment for any credit Entries originated and for any debit Entries returned by the RDFI;

- Sub-merchant agrees to be bound by the NACHA Operating Regulations and to not initiate transactions in violation of United States law, and agrees to assume the responsibilities and perform the obligations of an Originator under the NACHA Operating Regulations.

- Each Receiver of an Entry has authorized, in a manner that complies with the requirements of the Operating Regulations, Sub-merchant, or an agent of Sub-merchant, to initiate the Entry, and no such authorization has been revoked;

- Sub-merchant has no knowledge of the revocation of the Receiver's authorization or the termination of the agreement between the RDFI and the Receiver concerning the Entry; and

- The Entry accurately reflects the entry data furnished to Sub-merchant and does not violate any agreement between Originator and Sub-merchant.

APPENDIX A

DEFINITIONS

As used in this Agreement, the following terms mean as follows:

"Application" means the application for the Services, Credit Card Processing Form, or other documentation required by PaySchools and completed and delivered by Sub-merchant as a prerequisite for participating in the Services.

"Applicable Laws" shall mean all applicable state, federal, and local laws, rules and regulations, including without limitation, the Bank Secrecy Act, the implementing regulations issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission, as well as any and all other federal and state anti-money laundering laws and regulations.

"Bank Account" shall mean the Sub-merchant's bank account identified in its Application or other documentation provided to PaySchools to set up the Services.

"Cardholder" shall mean any person authorized to use a Card or the accounts established in connection with a Card.

"Cards" shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other forms of payment accepted by Processor, for which pricing is set forth in the account opening documentation.

"Force Majeure Event" shall mean errors in data provided by Sub-merchant or others, labor disputes, fire, weather or other casualty, power outages, and funding delays, however caused, governmental orders or regulations, or any other cause, whether similar or dissimilar to the foregoing, beyond Processor's, Member Bank's, or PaySchools' reasonable control.

"Instruction Based Funding" shall mean the process for funding Sub-merchant's transactions, as more fully described in Attachment A.

"Sub-merchant Supplier" shall mean a third party other than Processor used by Sub-merchant or a PaySchools in connection with the Services received hereunder, including but not limited to, Sub-merchant's software providers, equipment providers, and/or third party processors.

"Operating Regulations" shall mean the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks, and all other applicable rules, regulations and requirements of Processor, Member Bank, PaySchools, banks, institutions, organizations, associations, or networks which govern or affect any services provided under this Agreement, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of PaySchools, including, but not limited to, those of the National Automated Clearing House Association ("NACHA") and the Federal Trade Commission ("FTC"), as any or all of the foregoing may be amended and in effect from time to time.

"Other Network" shall mean any funds transfer network, including without limitation the network operated by NACHA, or card association other than VISA, MasterCard, or Discover that is identified in the Price Schedule or any subsequent amendment to this Agreement and in which PaySchools participates pursuant to the Processing Agreement.

"Payments" shall mean payments initiated by Payors using a Card or by means of ACH transfer.

"Payment Facilitator" shall have the meaning given that term in the Operating Regulations.

"Payment Processing" shall mean the process for funding Sub-merchant's customer's sales transactions, as more fully described in Attachment A.

"Payor" shall mean any customer of Sub-merchant who authorizes a payment to Sub-merchant, or who authorizes Sub-merchant to initiate a payment to the credit of Sub-merchant's account, and for purposes hereof, "Payor" shall include a Cardholder.

"PSP" shall mean Payment Service Provider, as defined in the Operating Regulations.

"Rules Summary" shall mean the Processor's Bank Card Sub-merchant Rules and Regulations, as amended from time to time, which are at all times consistent with the Operating Regulations.

"Service Agreement" shall mean the Service Agreement available the Website and agreed to by Sub-merchant as a condition to the use of the Services.

"Services" shall mean any and all services described in, and provided by PaySchools to Sub-merchant in support of Sub-merchant's role as a PaySchools or PSP, as defined in the Operating Regulations.

Privacy Policy Effective: January 1, 2020

1. OUR COMMITMENT TO PRIVACY i3 Verticals, LLC ("i3 Verticals" "we" "our") is the owner and operator of this and other websites within our family of companies (collectively "Website"). The products and services we offer represent tech-enabled payments solutions for a wide variety of industries. We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or device ("personal information" or "PI"). We are committed to protecting any PI collected while providing those services. You have the right to know the PI that is being collected, to know if it is being sold or shared, and to whom, to object to the sale of PI, to access your PI, and to equal service and price, even for consumers who exercise their privacy rights. This Privacy Policy applies to all visitors to this website and anyone else who accesses or uses our products and services. WHEN YOU ACCESS THE WEBSITE, YOU AGREE TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, IMMEDIATELY STOP ACCESSING THE WEBSITE.

2. OUR FAMILY OF COMPANIES You may find a complete list of our family of companies and our websites here.

3.THE PERSONAL INFORMATION WE COLLECT AND HOW WE COLLECT IT How we collect and store information depends on the products and services you use. You can use some of the Website without providing any information other than that automatically collected as described below:

- Log data: Our servers automatically record information when you access the Website, the type of browser you are using and its settings, the third party website you visited immediately prior to accessing the Website, the operating system you are using, the domain name of your internet service provider, the search terms you use on the Website, the specific pages of the Website you visit, and the duration of your visits.
- Cookie data: Like many websites, we use "Cookies" to obtain certain types of information when your web browser accesses the Website. "Cookies" are small text files that we transfer to your computer's hard drive or your web browser memory to enable our systems to recognize your browser and to provide convenience and other features to you, such as recognizing you as a frequent user of the Website. We may use "session cookies" (cookies that last until you close your browser) or "persistent cookies" (cookies that last until you or your browser delete them). Examples of the information we collect and analyze from cookies include your activity on the Website, including the URL you come from and go to next (whether this URL is on our site or not).

  If the Website contains link through to third party websites, those processes may involve the placement of third party cookies on your machine or device. Please be aware that we do not control these third party websites or any of the content contained on those websites, including the third-party cookies used for these purposes. The inclusion of links to third party websites in no way constitutes an endorsement by us of such websites' content, actions, or policies.

If you are concerned about the storage and use of cookies, you may be able to direct your internet browser to notify you and seek approval whenever a cookie is being sent to your web browser or hard drive. You may also delete a cookie manually from your hard drive through your internet browser or other programs. Please note, however, that some parts of the Website may not function properly or be available to you if you refuse to accept a cookie or choose to disable the acceptance of cookies.

- Experience data: We collect other PI that is voluntarily provided by you from time to time if you respond to surveys, polls or questionnaires, and/or website registration forms. Such PI may include personal preferences, opinions and experiences with our products and services, and may be provided anonymously.

In addition to the PI automatically collected, we may also collect PI about you: when you complete and submit registration forms, applications or other forms; from third parties, consumer-reporting agencies, fraud monitoring providers, commercial databases or know your customer providers (KYC); and transactions with us or our affiliates. This PI may include name, address, web address, IP address, URL, email address, phone number, payment transaction information, financial and credit card information, date of birth, government identifiers associated with you and your organization (such as your social security number, tax number, or Employer Identification Number), merchant or other customer identification.

The information we have collected in the last 12 months, and may collect in the future, whether automatically, from you, or from third parties, fall into the following categories: personal identifiers, personal information listed in the California Customer Records Statute (Cal. Civ. Code 1798.80(e), protected classification characteristics such as race, commercial information, biometric information, internet or other similar network activity, geolocation data, sensory data, professional or employment related data, non-public education information, and inferences drawn from other personal information. As discussed below, you may have the right to request information on the specific categories we collect about you.

*Please note – we may collect information that is deemed to be educational information, such as student name and education records, when you use our education services. This PI may also be protected by other state and/or federal laws, including the Family Education Rights and Privacy Act, as detailed in the terms and conditions governing your use of those services.

4. USE OF PERSONALLY IDENTIFIABLE INFORMATION We use the PI we collect in a variety of ways that are appropriate, based on legitimate interests or as authorized by applicable law, which may include:

- Analyzing website traffic, which allows us to improve the design and content of the Website
- Legal, regulatory or law enforcement purposes, including compliance with local and national laws (including card brand rules and requests from law enforcement and regulatory authorities); enforcing our legal rights and satisfying our legal obligations, including, without limitation, any reporting or disclosure obligations under applicable law or regulations or subpoena, court order or other judicial or administrative process, or when we believe in good faith that disclosure is legally required or otherwise necessary to protect our rights and property, or the rights, property or safety of others; conducting our own due diligence checks, preventing, detecting and prosecuting fraud or crime or to assist others in doing so; assisting in investigation by third-party vendors, financial organizations or third parties of suspected criminal activity; assessing financial

and insurance risks; notifying you about important changes or developments to the Website or our services, recovering debt or in relation to your insolvency, including tracing your whereabouts; identifying and monitoring for fraud; maintaining internal recordkeeping and reporting; preparing and furnishing compilations and analyses as well as other reports of aggregated and anonymized PI; checking your personal or business credit status/profile and identity; and recording and tracking details of your transactions or your customer's transactions

- Evaluating credit risk, including conducting our own due diligence checks; checking your personal or business credit status/profile and identity; recording and tracking details of your transactions or your customer's transactions; maintain internal recordkeeping and reporting; identifying and monitoring for fraud; assessing financial and insurance risks; mitigating PI security, sector or credit risk; and commercial purposes, such as trend analysis and the use of data analytics to obtain learnings and insight around cardholder transaction patterns and usage
- Fraud monitoring, including monitoring merchant or other customer transactions in an effort to detect and prevent fraud; maintaining internal recordkeeping and reporting; preparing and furnishing compilations and analyses as well as other reports of aggregated and anonymized PI; and providing or developing more innovative and effective fraud monitoring services for our merchants or other customers
- Maintaining Security, including conducting our own due diligence checks; administering the Website and services for internal operations, including troubleshooting; keeping the Website and services safe and secure; maintaining internal recordkeeping and reporting; identifying and monitoring for fraud; and mitigating PI security, sector or credit risk
- Marketing, including marketing or market research; performing analysis and comparisons; maintaining internal recordkeeping and reporting; improving and developing our business; providing PI about the Website and services you requested, purchased or which may be of interest to you; providing or developing more innovative and effective services for our partners, merchants or other customers; communicating with you; creating promotional materials, social media site integration and interaction; notifying you about important changes or developments to the Website and services; improving the Website and services, and ensuring content is presented in effective way; allowing you to participate in interactive features of the Website
- Product development, including providing or developing the Website and services to be more innovative, user friendly and effective; maintaining internal recordkeeping and reporting; preparing and furnishing compilations and analyses as well as other reports of aggregated and anonymized PI
- Customer Service/Account Management, including enabling you to contact us; providing training; authorizing and establishing commercial user and merchant accounts; maintain internal recordkeeping and reporting; enabling you to upload and/or store PI; obtaining your views on the Website and services; allowing you to participate in interactive features of the Website; responding to any inquires by you; providing the Website and services to you and your business; subscribing you to our services; registering your use of services where applicable, processing your application for services; and notifying you about important changes or developments to the Website or services
- Operations, including IT, security and analytics services
- Risk Management, including fraud mitigation and management, authentication and acceptance

- Transaction Processing, including compliance monitoring, card brand operations, disputes/chargebacks, capturing payments, settlement, gateway services, pre-paid card processing and program management and authorization

5. HOW AND WHEN WE SHARE PERSONALLY IDENTIFIABLE INFORMATION We only share your PI with trusted entities, as outlined below, and will not share this PI to third parties for the third party's commercial purposes or disclose PI that could identify you personally to anyone in ways differently than for the following purposes:

- Legal or regulatory purposes, including when required or permitted to do so by law or regulations, including for tax purposes or to comply with financial services regulations; in the course of litigation; when following requests from governmental or public authorities; and when we believe in good faith that disclosure is legally required or otherwise necessary to protect our rights and property, or the rights, property or safety of others
- Business purposes, including improving and developing our business, business partners, suppliers and sub-contractors for the performance of any contract we may enter into with them or you, transferring PI and/or assets in the event of a merger, acquisition, sale, bankruptcy filing, or other corporate restructuring (if we or substantially all of our assets are acquired by a third party, in which case PI held by it about its customers will be one of the transferred assets); and if we sell or buy any business or assets, in which case we may disclose your PI to the prospective seller or buyer of such business or assets
- Suppliers who assist us with the provision of its services, including fulfilling or processing application forms, processing payments; managing credit, security, sector and fraud risk, market research and survey activities
- Email communications, including use your email address to respond to your questions or comments, and we may save your questions or comments for future reference. We may email you when you inquire about our business or our family of companies or our products and services or when you consent to being contacted by email for a particular purpose. For security reasons, we do not recommend that you send personal PI, such as passwords, social security numbers, or bank account PI, to us by email
- Transfer of Assets, including the sale or purchase of all or substantially of our assets as we continue to develop our business, or if any bankruptcy or reorganization proceeding is brought by or against us, PI will be transferred to and used by an acquiring entity or third party.

We do not sell personal information as defined under the California Consumer Privacy Act.

"Third parties" with whom we have shared PI in the last 12 months, and may share with in the future, may include, but not be limited to, service providers, governmental authorities, buyer in the event of a sale, contractors, third parties who market their products and services to the individual, subsidiaries and affiliates, and in some cases with customers (like schools and landlords).

Notwithstanding anything herein to the contrary, we reserve the right to disclose any PI about you if we are required to do so by law, with respect to copyright and other intellectual property infringement claims, or if we believe that such action is necessary to fulfill a government request; conform with the requirements of the law or legal process; protect or defend our legal rights or property, the Website, or other members of our family of companies; or in an emergency to protect the health and safety of the users of the Website or the general public

6. YOUR RIGHTS AND CHOICES. Our goal is to provide you with simple and meaningful choices about how your information is used. If you are a visitor to our Website or a customer, merchant or partner, you control your choices by your selections when you set up your account with us, for example to control the email you receive from us. Your account information will be retained in our database and maintained for future orders or transactions and as required under applicable law, rules, and/or regulations. It is your responsibility to ensure that the account information is accurate and you should update the information as necessary. We do retain information concerning transactions other than PI. For example, we retain non-personally identifiable data concerning the number, frequency, size and purpose of transactions. You have a right to inspect and review your account information, including your PI. If you request it, we will provide you with a copy of your account information.

You may request, up to twice in a 12-month period, the following information about the PI we have collected about you during the past 12 months, the categories and specific pieces of PI we have collected about you, the categories of sources from which we collected the PI, the business or commercial purpose for which we collected the PI, the categories of third parties with whom we shared the PI, the categories of PI about you that we disclosed for a business purpose, and the categories of third parties to whom we disclosed that information for a business purpose. Subject to certain limitations under applicable law, you may request that we delete the PI we have collected. To submit a request to exercise any of the rights described above, you may contact us by emailing compliance@i3verticals.com or calling 855-250-5850. We may need to verify your identity before responding to your request, such as verifying that the email address from which you send the request matches your email address that we have on file. Authentication based on a government-issued and valid identification document may be required.

Cookies and Automatic Data Collection Technologies. You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. However, if you disable or refuse cookies, please note that some parts of the Website may become inaccessible or not function properly. If you do not want Google Analytics to be used in your browser, Google Analytics provides an op-out tool which can be found here. You can opt-out of Adobe Analytics by using Adobe's opt-out browser add-on at http://www.adobe.com/privacy/opt-out.html. In some cases, you may be able to set your browser or email program to not download web beacons.

California Shine the Light Law. California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. At this time, we do not engage in this type of disclosure.

Nevada Residents. Nevada residents have the right to opt out of the sale of certain "covered information" collected by operators of websites or online services. We do not sell covered information, as "sale" is defined by such law, and have no plans to sell this information.

7. OUR COMMITMENT TO SECURITY We value your confidence and have implemented administrative, technological and physical security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the PI under our control. We cannot, however, guarantee or warrant the security of any PI you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent disclosure of your PI. We recommend that you take steps to protect the privacy and security of your personal and payment PI and your activity while using the Internet. Where we have has given you (or where you have

chosen) a password or access code enabling you to access certain parts of the Website, you are responsible for keeping this password and/or access code confidential. You should not share your password or access code with anyone and you should use all reasonable methods to ensure that there is no unauthorized use. You therefore authorize us to act upon instructions and PI received from any person that enters your user ID and password and you agree to be fully responsible for all use and any actions that may take place during the use of your account. You also agree to promptly notify us of any PI you have provided which has changed.

8. CHILDREN UNDER 13 We have no way of distinguishing the age of individuals who access the Website. The features, programs, promotions and other aspects of the Website requiring the submission of PI are not intended for children. We do not knowingly collect PI from children under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed PI to us please contact us at legal@i3verticals.com. A parent or guardian of a child under the age of 13 may review and request deletion of such child's PI as well as prohibit the use thereof, and also we carry out the same Privacy Policy.

9. REVISIONS TO OUR PRIVACY POLICY This Privacy Policy is effective as of the date stated above. We reserve the right to revise this Privacy Policy or any part of it from time to time. We will post a new or revised Privacy Policy to the Website, and we suggest you review our Privacy Policy periodically when accessing the Website.

10. CONTACT INFORMATION You may contact us at legal@i3verticals.com if you have questions or comments about our Privacy Policy.

IC System

444 Hwy 96 East
St. Paul, MN 55127
800/685-0595
www.icsystem.com

Recovery Plus® Agreement

Client # 11547595

Description of Recovery Plus® Collection Service

The Recovery Plus collection service consists of two phases of collection activity. Phase I collection efforts consist of a series of collection letters sent by IC System, Inc. (IC). This is a less aggressive collection approach giving debtors the opportunity to pay before more intensive collection efforts begin. IC will notify Client when accounts transfer to Phase II collection activity.

Unless Client notifies IC otherwise, IC will automatically transfer accounts meeting our transfer qualifications into Phase II collections at the end of Phase I collection activity. If IC cannot locate the debtor at the address provided by the Client, it will transfer that account directly into Phase II collections.

Phase II collection activity involves more intensive collection efforts which may include any or all of the following: additional letters, telephone calls, some skip-tracing and credit listing. Client may submit an unlimited number of accounts directly into Phase II collections. Accounts submitted directly into Phase II will bypass the Phase I Letters and will not reduce the number of accounts Client is entitled to submit for Phase I collection efforts.

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1. **WADSWORTH CITY SCHOOLS (Client)** grants IC full and exclusive authority to recover amounts due to it. This includes the authority to accept and negotiate any payments IC receives on accounts placed for collection. Client shall refer all debtor communications to IC.

Phase I

2. **Client fees**: Client is entitled to place up to **50** accounts for Phase 1 collection efforts *on or before* **2** years from the date IC accepts this Agreement. Client's fees include the non-refundable service fee of **$597.50** plus **$0** (applicable state tax) for a total of **$597.50**.

Phase II

Client agrees to pay the highest applicable fee specified below on all accounts realized after entry into Phase II. IC will hold Client's share of amounts collected in trust until IC pays net amounts due to Client. IC will bill Client if there is a balance due. All payments are due to IC within 30 days receipt of the monthly billing statement. Past due amounts are subject to a late payment fee equal to 5% of the payment amount then due for each month outstanding until paid, beginning with the due date of the late payment. **Note:** There is a $5.50 Statement Fee for each mailed statement. The fee can be avoided by completing an ACH Remittance Authorization form; remittances will then be transferred into Client's bank account and it will be e-mailed when its statement is available for viewing in IC's free, secure Online Tools. **Note:** The age of any account is the difference between the dates of last service rendered, or payment on the account, and the date first submitted to IC. If notice of dispute as to the fees due and owing by Client to IC is not received, in writing, by IC within sixty (60) days after the date IC provides the monthly billing statement to Client, Client shall be deemed to have approved and accepted such reported dollars collected and fees as due and owing and shall have waived any right to object to the amounts due to IC.

TWENTY-FIVE percent (25%) of all amounts realized, this includes the return of merchandise, product or equipment on each Consumer or Commercial accounts – up to 1 year old; OR

FORTY percent (40%) of all amounts realized for each account that:

- ✓ is placed more than one year after the Date Debt incurred or the Date of Last Payment/Charge;
- ✓ is placed *without* a Date Debt Incurred or a Date of Last Payment/Charge;
- ✓ was previously placed with an agency or attorney;
- ✓ has mail returned with no forwarding address;
- ✓ resulted from a bad check being given to Client by the debtor; or
- ✓ each Commercial account (those owed for business purposes) less than $100.00.

Withdrawals: Upon the withdrawal of an account by Client, the regular fee will apply to any amounts paid as of the date of withdrawal or promised as of that date. If Client requests an account withdrawal within 9 months of placement, or if Client does not respond to a disputed account within the requisite time under applicable law, Client will be billed 15% of the account balance. IC reserves the right to remove and withdraw any account from collections at its discretion without penalty to Client.

IC System

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www.icsystem.com

3. **Indemnification:** IC will indemnify and hold Client harmless from any claim, of any kind, made against Client based on the collection techniques of IC. If such a claim is made, IC will pay Client for all liabilities, costs and damages of every kind, including reasonable attorneys' fees. Client must immediately notify IC of any such claim.

4. **Client is responsible for providing accurate and up-to-date account information**: Client must provide accurate information on each account and promptly report any payments Client receives on accounts placed with IC. Client will not place accounts for collection if the debtor has filed bankruptcy. Client may place ***only*** amounts over $50 that are validly due and owing by the debtor indicated. ~~Client will indemnify and hold IC harmless from any claim, of any kind made against IC alleging that the account is not owed, the information provided by Client was inaccurate or that payments were not reported promptly. If such a claim is made Client will pay IC for all liabilities, cost and damages of every kind, including reasonable attorneys' fees.~~

3/4/2020
DM

Recovery Plus® Agreement **Client #**

5. **Compliance Audit Reports and Record Retention.** IC is required to conduct random client-account audits to comply with the Federal Trade Commission's Identity Theft Red Flags Rule. While Client accounts are placed with IC, Client may receive Compliance Audit Reports from IC that require it to review account information, indicate any/all changes (to consumer names, balances, etc.), and verify compliance with the audit request. Client agrees to promptly report updates or changes to account information on all accounts placed with IC.

6. **Data Security**. IC will maintain all applicable PCI DSS requirements to the extent IC possesses or otherwise stores, processes, or transmits cardholder data on behalf of Client, or to the extent that IC could impact the security of Client's cardholder data environment.

7. **SPECIAL SERVICE NOTES**
Unless declined, Client will receive the following services (subject to availability and current pricing):

Phase II Collections: ☒ Accept ☐ Decline
As explained above

Credit Listing: ☒ Accept ☐ Decline
IC will report information on Client accounts to credit reporting agencies. Client's name will appear on those reports. In Massachusetts, Client authorizes IC to report account information as its agent. Credit listing is included with this service at no additional charge. Client must provide IC the date the debt was incurred or the date of last payment/charge in order for the debt to be eligible for credit reporting. As of September 2017, consumer accounts submitted without the consumer's full name, consumer's address, and either the consumer's date of birth or social security number will not be eligible for credit reporting.

Note: The account information will be maintained by IC including credit reporting for up to seven years from the date of delinquency. It is important that Client accurately report payments made to Client or any errors on the account during the time it is maintained by IC. The credit bureaus prohibit certain types of debts from reporting. Consult your salesperson for further information.

Non-Litigation Attorney Referral: ☒ Accept ☐ Decline
Accounts may be forwarded to independent attorneys for non-suit collection activity at the conclusion of our usual collection efforts. This referral will be for further collection efforts not including litigation. The attorneys providing these services are independent from us. The attorneys will be serving as Client's attorneys and will not file suit, accept any compromise settlement or incur any expenses chargeable to Client without its approval. Client authorizes IC to act as its agent for purposes of referring the accounts, reporting the progress and handling amounts realized. IC and the attorneys will each be entitled to a fee for the services each provides. Client's total fee for accounts collected in Non-Litigation Attorney Referral will be 40% of the amount collected or 50% of the amount collected if the account meets that fee criteria per section 2.

Litigation Referral: ☒ Accept ☐ Decline
IC will refer accounts to independent attorneys **for litigation *only*** when it requests and receives authorization from Client on an ***account-by-account basis***. The attorneys will be serving as Client's attorneys and will not accept any compromise settlement or incur any expenses chargeable to Client without its approval. If Client authorizes litigation referral, it authorizes IC to act as its agent for purposes of referring the accounts, reporting the progress and handling amounts realized. Both the attorney and IC will be entitled to a fee for the services each provides. The fees and arrangements for payment of costs and filing fees will be specified in the request for authorization IC sends to Client. Client may decline Litigation Referral by not returning the request for authorization for a particular account.

IC System

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Credit Monitoring ☒ Accept ☐ Decline

IC will list accounts of $100 or more for credit monitoring during which time they will be monitored for changes in the consumer's credit profile. These changes may indicate an ability to pay and include, but are not limited to, the opening of a new trade line, indication of a loan being paid, or similar noteworthy credit event. Accounts will not be continuously monitored until after they have processed through intensive collections phase and attorney referral, if selected. An account will be monitored for (i) up to four years or (ii) until it reaches the applicable statute of limitations, statute of repose, or any other time limit, whether statutory, contractual, common law or otherwise concerning the account – whichever is sooner. Once accounts enter credit monitoring phase until the time that they are recalled from IC, Client's fee will be 50% of any amount collected.

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Recovery Plus® Agreement

Client #

Does Client have signed agreements from every debtor acknowledging they agreed to the addition of:
- collection fees to the overdue account? Yes ☐ or No ☒ If yes, please attach a blank copy of that agreement.

SETTLEMENT AUTHORITY: ☐ Decline

Settlement negotiations occur only *after* IC has first attempted to collect the FULL balance and *then* attempted to schedule a series of partial payments to collect the full balance. **IC recommends Client authorize 60-75% of the balance due for full settlement**. Client hereby authorizes IC to accept settlements of not less than:

☐ 45% ☐ 50% ☐ 55% ☐ **60%** ☐ **65%** ☐ **70%** ☒ **75%** ☐ 80% ☐ 85% (initials) ___

- The percent Client authorizes is the LOWEST for which IC may settle an account and may not necessarily be IC's first offer. Therefore, if Client authorizes 60%, accounts may still be settled/collected at 75%/85%/etc.
- Commissions will only be charged as a percentage of amounts actually collected.
- Should Client decline to authorize Settlement Authority, IC will only accept 100% of the balances.

Client Access to Data – It is important that Client notify IC immediately of any personnel changes, including terminations, involving access rights to IC applications.

CLIENT AGREES TO THE TERMS ON ALL PAGES OF THIS AGREEMENT:

Business Name: Wadsworth City School District Board of Education

Business Street Address: 524 Broad St

City, State, Zip: Wadsworth, OH 44281

Phone: 330-335-1301 Fax*: 330-335-1313 Email*: ahill@wadsworthschools.org

*providing information authorizes I.C. to fax/e-mail business information.

Please print:

Name & Title: Andrew J. Hill, Ed.D. Superintendent

Signature: _____ Date: _____

CREDIT CARD:

☐ **VISA** ☐ **MasterCard** ☐ **American Express**

Number: _____ Exp: ____/____ Code:_____

_____ _____

Authorized Card Signature ***Print Name of Cardholder***

BILLING ADDRESS ON CREDIT CARD ☐ **Check here if same as Business Address above.**

Street: _____ City: _____

State: _____ Zip: _____

Initials ___

RESOLUTION AUTHORIZING THE BOARD OF EDUCATION OF WADSWORTH CITY SCHOOL DISTRICT TO JOIN THE OHIO SCHOOL PIPELINE COALITION

Moved by: _____; seconded by: _____

WHEREAS, the budget of the Board of Education, like that of several other boards of education in the state, has been adversely impacted by the reduction in real property tax revenue resulting from the proliferation of natural gas transmission lines throughout Ohio; and

WHEREAS, the interests of the Board of Education on this matter are aligned with the interests of other similarly situated boards of education; and

WHEREAS, the Board of Education seeks to join the Ohio School Pipeline Coalition ("OSPC") along with other similarly situated boards of education in the state, in accordance with Ohio law including but not limited to ORC §3313.87; and

WHEREAS, the purpose of the OSPC is to further the interests of the member boards of education by addressing the issues related to the reduction in property tax revenue stemming from natural gas transmission lines, take any reasonable steps to protect the member boards of education, and perform related functions in compliance with Ohio law; and

WHEREAS, the annual dues for membership in OSPC are $500.00. Any additional expenditures will require a subsequent resolution(s) and will be shared amongst the member boards of education; and

WHEREAS, the Board of Education finds the annual dues just and reasonable; and

WHEREAS, the Board desires to join the OSPC.

NOW THEREFORE, BE IT RESOLVED AND ADOPTED by the members of the Board of Education that:

1. The Board of Education authorizes joining the Ohio School Pipeline Coalition as doing so is in the best interest of the Wadsworth City School District and its business administration.

2. The Board of Education accepts and approves payment of the $500.00 annual membership fee to OSPC.

3. On behalf of the Board of Education, the Superintendent and Treasurer are hereby authorized to perform any actions necessary to effectuate joinder of OPSC and participation therein.

4. It is found and determined that all formal actions concerning and relating to the Adoption of this Resolution were adopted in an open and public meeting in accordance with ORC Section 121.22. further, that any and all deliberations of this Board and of its committees that resulted in these formal actions were in meetings open to the public and in compliance with Ohio law.

Vote resulted as follows: _____ Ayes. _____ Nays. Motion carried.

Resolution passed and adopted this ____ day of March 2020.

_____
Julie Batey, Board President

ATTEST:

_____
Douglas D. Beeman,Treasurer

```
-- Options Summary --

     Summary or Detail Report? (S,D)  D
     Output file:  FINTOTD.TXT
     Type:  CSV
     Print options page? (Y,N)  Y
     Generate FINDET report for comparison? (Y,N)  N
     Sort options:  FD
     Subtotal options:  FD
     Include future encumbrance amounts? (Y,N)  N
     Include accounts with zero amounts? (Y,N)  N
     Include accounts which are no longer active? (Y,N,I)  Y

BAT_FINSUM executed by WA_DBEEMAN on node SCECA0:: at  4-MAR-2020 15:34:33.86
```

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
001 0000 GENERAL FUND:	16,312,914.22	11,740,312.38	41,933,835.84	3,928,048.46	32,091,744.22	26,155,005.84	3,493,129.96	22,661,875.88	
001 9001 GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT	33,376.60	0.00	25,290.74	1,180.00	7,274.44	51,392.90	3,780.00	47,612.90	
001 9002 GENERAL FUND: FOOD SERV. DONATIONS	1,922.78-	22.81	1,953.85	0.00	0.00	31.07	0.00	31.07	
TOTAL FOR Fund 001 - GENERAL:	16,344,368.04	11,740,335.19	41,961,080.43	3,929,228.46	32,099,018.66	26,206,429.81	3,496,909.96	22,709,519.85	
002 0000 BOND RETIREMENT SERIES 98,99,00 ISSUES	2,692,479.12	940,980.00	2,120,728.08	0.00	2,352,778.15	2,460,429.05	0.00	2,460,429.05	
002 9300 BOND RETIRE LIBRARY 2001	450,826.22	147,030.00	331,353.92	0.00	380,518.40	401,661.74	0.00	401,661.74	
002 9400 BOND RETIRE: 2008 BONDS ($65,650,000)	2,770,601.98	1,734,940.00	3,910,118.68	0.00	2,834,779.73	3,845,940.93	0.00	3,845,940.93	
TOTAL FOR Fund 002 - BOND RETIREMENT:	5,913,907.32	2,822,950.00	6,362,200.68	0.00	5,568,076.28	6,708,031.72	0.00	6,708,031.72	
003 900C COMMUNITY CENTER ENTERPRISE FUND	166,307.88	37,073.58	37,345.58	0.00	2,735.50	200,917.96	2,100.00	198,817.96	
003 900S SUMMA HOSPITAL ENTERPRISE FUND	40,541.02	7,149.40	7,149.40	0.00	0.00	47,690.42	0.00	47,690.42	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:	206,848.90	44,222.98	44,494.98	0.00	2,735.50	248,608.38	2,100.00	246,508.38	
004 0000 CONSTRUCTION FUND	2,101,376.88-	0.00	0.00	0.00	1,179.85	2,102,556.73-	0.00	2,102,556.73-	
004 900C BUILDING FUND: CITY OF WADS. COMM. CENTER	2,108,758.76	0.00	0.00	0.00	3,805,847.68	1,697,088.92-	7,381.88	1,704,470.80-	
TOTAL FOR Fund 004 - BUILDING:	7,381.88	0.00	0.00	0.00	3,807,027.53	3,799,645.65-	7,381.88	3,807,027.53-	
006 0000 FOOD SERVICES	906,837.08	87,099.21	553,545.18	84,940.92	533,034.78	927,347.48	305,708.36	621,639.12	
006 9001 FOOD SERVICE FEDERAL AWARD:	0.00	55,688.71	398,160.70	34,515.07	274,911.27	123,249.43	0.00	123,249.43	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 006 - FOOD SERVICE:								
906,837.08	142,787.92	951,705.88	119,455.99	807,946.05	1,050,596.91	305,708.36	744,888.55	
007 900S SAFETY TOWN FUND								
3,685.03	0.00	4,720.00	0.00	5,115.46	3,289.57	85.91	3,203.66	
TOTAL FOR Fund 007 - SPECIAL TRUST:								
3,685.03	0.00	4,720.00	0.00	5,115.46	3,289.57	85.91	3,203.66	
009 0000 UNIFORM SCHOOL SUPPLIES FUND								
18,948.50	790.00	47,466.55	2,081.57	7,710.18	58,704.87	30,218.59	28,486.28	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:								
18,948.50	790.00	47,466.55	2,081.57	7,710.18	58,704.87	30,218.59	28,486.28	
010 900L OSFC LOCAL SHARE								
6,229,840.45	0.00	0.00	0.00	5,029.32	6,224,811.13	0.00	6,224,811.13	
010 900Q OSFC: QSCB BONDS (ISHAM / VALLEY VIEW)								
543,055.88-	0.00	0.00	0.00	0.00	543,055.88-	0.00	543,055.88-	
010 900S OSFC STATE SHARE								
321,876.76-	0.00	0.00	0.00	0.00	321,876.76-	13,906.79	335,783.55-	
TOTAL FOR Fund 010 - CLASSROOM FACILITIES:								
5,364,907.81	0.00	0.00	0.00	5,029.32	5,359,878.49	13,906.79	5,345,971.70	
011 0000 C.T. CUSTOMER SERVICE FUND								
1,696.69	0.00	149,492.28	4,566.00	130,585.30	20,603.67	33,612.32	13,008.65-	
011 9001 C.T. CUSTOMER SERV AUTOMOTIVES								
591.26-	0.00	3,114.98	80.89	2,919.53	395.81-	9,096.28	9,492.09-	
011 9002 C.T. CUSTOMER SERV JR CARPENTRY								
1,850.15	0.00	14,699.51	3,498.27	19,794.76	3,245.10-	16,949.40	20,194.50-	
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:								
2,955.58	0.00	167,306.77	8,145.16	153,299.59	16,962.76	59,658.00	42,695.24-	
013 900C COMMUNITY CENTER/WHS OPERATING FUND								
27,126.93	39,859.03	40,131.03	2,094.50	13,639.83	53,618.13	27,096.15	26,521.98	
TOTAL FOR Fund 013 - RECREATION:								
27,126.93	39,859.03	40,131.03	2,094.50	13,639.83	53,618.13	27,096.15	26,521.98	
014 0000 FOUR CITIES CAREER TECH COMPACT FUND								
108,617.22	0.00	0.00	21,802.13	176,669.65	68,052.43-	30,087.25	98,139.68-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
014 9001 FOUR CITIES: FIRST PROGRAM (NORTON)								
0.03-	0.00	0.00	0.00	0.00	0.03-	0.00	0.03-	
TOTAL FOR Fund 014 - ROTARY-INTERNAL SERVICES:								
108,617.19	0.00	0.00	21,802.13	176,669.65	68,052.46-	30,087.25	98,139.71-	
018 973C FOUR CITY CTA COMPACT DIRECTORS FUND								
2.31	0.00	0.00	0.00	0.00	2.31	0.00	2.31	
018 974A CENTRAL OFFICE ADMINISTRATORS FUND								
7,630.48	35.97	148.93	127.06	448.65-	8,228.06	1,270.16	6,957.90	
018 974B DISTRICT SPIRIT COMMITTEE FUND								
6,068.50	30.00	30.00	0.00	0.00	6,098.50	0.00	6,098.50	
018 974C CENTRAL INTERMEDIATE PRINCIPAL FUND								
16,938.39	5.00	11,635.86	670.28	14,048.64	14,525.61	5,496.94	9,028.67	
018 974T TRANSPORTATION 018 ACCOUNT								
2,000.59	0.00	256.85	0.00	176.63	2,080.81	373.37	1,707.44	
018 975F FRANKLIN SCHOOL PRINCIPAL'S FUND								
5,767.53	4,163.37	30,665.01	106.00	10,927.92	25,504.62	6,808.82	18,695.80	
018 976I ISHAM SCHOOL PRINCIPAL'S FUND								
2,467.70	638.84-	31,542.48	754.07	25,079.69	8,930.49	5,317.14	3,613.35	
018 977L LINCOLN SCHOOL PRINCIPAL'S FUND								
10,994.97	0.00	10,404.74	1,659.61	11,480.56	9,919.15	7,611.63	2,307.52	
018 978O OVERLOOK SCHOOL PRINCIPAL'S FUND								
1,077.89	337.90	10,488.75	777.77	10,016.08	1,550.56	3,843.35	2,292.79-	
018 979V VALLEY VIEW PRINCIPAL'S FUND								
5,863.59	0.00	7,024.98	366.76	6,415.03	6,473.54	2,133.24	4,340.30	
018 980D WMS: DOLLARS FOR DENIM PAY IT FORWARD								
791.22	0.00	305.00	0.00	0.00	1,096.22	370.93	725.29	
018 980M WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND								
3,002.22	50.00	19,872.58	2,330.56	12,956.69	9,918.11	9,062.59	855.52	
018 981D WHS: DOLLARS FOR DENIM PAY IT FORWARD								
1,134.06	0.00	2,193.95	0.00	0.00	3,328.01	0.00	3,328.01	
018 981H HIGH SCHOOL PRINCIPAL'S FUND								
3,605.20	3,159.00	21,633.40	532.53	18,959.61	6,278.99	8,234.75	1,955.76-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:								
67,344.65	7,142.40	146,202.53	7,324.64	109,612.20	103,934.98	50,522.92	53,412.06	
019 9006 MEDINA CTY SHARE CLUSTER (B.BEAL)								
0.00	0.00	10,277.67	750.00	2,680.54	7,597.13	1,887.25	5,709.88	
019 9007 MED CTY CRISES RESPONSE TEAM (B.BEAL)								
0.00	0.00	16,628.83	0.00	5,111.29	11,517.54	1,830.61	9,686.93	
019 901G WGCF: MINDFUL MUSIC CLOONON 2019								
850.00	0.00	0.00	0.00	0.00	850.00	850.00	0.00	
019 902G WGCF: WORKBENCH/TOOLKIT CROOKES 2019								
114.52	0.00	0.00	0.00	109.86	4.66	4.66	0.00	
019 904G WGCF: SUMMER READING SCHMELTZER 2019								
1,820.00	0.00	0.00	0.00	1,433.15	386.85	0.00	386.85	
019 905G WGCF: FLEX SEATNG LINN 2019								
1,000.00	0.00	0.00	0.00	936.34	63.66	0.00	63.66	
019 906G WGCF: 3M GRANT STEM CLUB FRANKLIN								
0.00	0.00	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	
019 907G WGCF: WELL BEING STUDIO GUNN ISHAM 2020								
0.00	0.00	3,500.00	167.41	167.41	3,332.59	2,235.51	1,097.08	
019 908G WGCF: SENSORY ROOM WILSON 2020								
0.00	0.00	2,500.00	2,469.00	2,469.00	31.00	0.00	31.00	
019 9090 DOLLAR GENERAL SUMMER READING GRANT 2019								
2,000.00	0.00	0.00	0.00	1,990.65	9.35	0.00	9.35	
019 909G WGCF: STEAM VV LIBRARY OWENS VV 2020								
0.00	0.00	2,487.89	0.00	0.00	2,487.89	0.00	2,487.89	
019 9101 MHJ GRANT: C JOHNSON READING STRATEGIES THAT								
349.22	0.00	0.00	0.00	0.00	349.22	0.00	349.22	
019 9104 GPD STEM GRANT: JESSICA CHADA FRANKLIN								
1,000.00	0.00	0.00	0.00	1,001.37	1.37-	23.20	24.57-	
019 9105 MHJ GRANT: 7 MINDSETS PD 5-8 GRANT								
0.00	0.00	12,500.00	0.00	12,500.00	0.00	0.00	0.00	
019 9106 LUKE ENG GRANT: MAKERS SPACE V.V.								
3,845.49	0.00	0.00	0.00	1,956.08	1,889.41	381.32	1,508.09	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9107 MHJ GRANT: STEM CAMP								
0.00	0.00	0.00	0.00	12,119.22	12,119.22-	0.00	12,119.22-	
019 9108 STEM CAMP LOCAL GRANTS / DONATIONS								
14,401.00	0.00	1,890.00	0.00	20,521.74	4,230.74-	0.00	4,230.74-	
019 910G WGCF: ROBOTICS CAMP SHALALA 2020								
0.00	0.00	2,250.00	0.00	0.00	2,250.00	0.00	2,250.00	
019 9114 BELIEVE IN OHIO GRANT WHS (FY2016)								
418.44	0.00	0.00	0.00	292.60	125.84	242.99	117.15-	
019 911G WGCF: LIBRARY CLAYPOOL LINCOLN 2020								
0.00	0.00	1,913.41	1,885.61	1,885.61	27.80	0.00	27.80	
019 912G WGCF: ELA BOOKS L.SMITH WHS 2020								
0.00	0.00	1,000.00	0.00	0.00	1,000.00	988.12	11.88	
019 913G WGCF: WMS COURTYARD P JURY WMS 2020								
0.00	0.00	1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	
019 914G WGCF: GRIZZLY GRP MENTORING GOOD WHS 2020								
0.00	0.00	500.00	0.00	0.00	500.00	0.00	500.00	
019 9202 SPECIAL ED WORKFORCE: SCHROCK FY 2012								
1,810.68	0.00	0.00	0.00	1,201.93	608.75	0.00	608.75	
019 9306 GENE HAAS: FOUNDATION CAREER TECH SCHOLARSHIP								
600.00	0.00	0.00	0.00	0.00	600.00	0.00	600.00	
019 9307 HAAS FOUNDATION PD GRANT (FY20)								
0.00	0.00	5,000.00	0.00	3,251.18	1,748.82	461.09	1,287.73	
019 9308 ISHAM WEATHER CLINICAL RESEARCH GRANT								
960.29	0.00	0.00	0.00	960.00	0.29	0.00	0.29	
019 9403 SME PRIME: SCHOOL GRANT								
19,546.54	0.00	0.00	0.00	0.00	19,546.54	235.72	19,310.82	
019 9404 TECH PREP: NETWORKING TECHNOLOGY								
583.52	0.00	0.00	0.00	549.16	34.36	0.00	34.36	
019 9501 WMS PRINCIPALS GROUP: JACKSON								
1,012.40	0.00	1,275.00	274.40	745.59	1,541.81	1,599.71	57.90-	
019 9803 TECH PREP: MARKETING - BARBERTON								
4,000.00	0.00	0.00	875.00	1,424.16	2,575.84	500.00	2,075.84	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9804 WMS: CARE TEAM AFTER SCHOOL PROGRAM	141.12-	0.00	0.00	0.00	5,090.51	5,231.63-	2,909.49	8,141.12-	
TOTAL FOR Fund 019 - OTHER GRANT:	54,170.98	0.00	69,222.80	6,421.42	78,397.39	44,996.39	15,149.67	29,846.72	
020 0000 BEAR CUB ACADEMY	67,684.28	26,620.37	167,285.03	23,220.03	162,980.71	71,988.60	20,404.86	51,583.74	
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:	67,684.28	26,620.37	167,285.03	23,220.03	162,980.71	71,988.60	20,404.86	51,583.74	
022 901H JOHN AUL MEMORIAL	61.99	0.00	0.00	0.00	0.00	61.99	0.00	61.99	
022 9090 L & J FUND ORIGINAL CONTRIBUTIONS	13,168.49	0.00	9,000.00	0.00	6,216.00	15,952.49	215.00	15,737.49	
022 9513 OHSAA TOURNAMENT: BOYS SOCCER	0.00	0.00	678.00	0.00	642.53	35.47	342.00	306.53-	
022 9516 OHSAA TOURNAMENT: FOOTBALL	0.00	0.00	14,447.00	0.44	14,291.93	155.07	4,514.24	4,359.17-	
022 9528 OHSAA TOURNAMENT: WRESTLING	0.00	2,760.00	2,760.00	297.50	297.50	2,462.50	4,650.00	2,187.50-	
022 9532 OHSAA TOURNAMENT: GIRLS BASKETBALL	0.00	0.00	0.00	588.00	588.00	588.00-	220.00	808.00-	
022 9533 OHSAA TOURNAMENT: GIRLS SOCCER	0.00	1,063.00	1,063.00	0.00	0.00	1,063.00	0.00	1,063.00	
022 974C L&J FUND CIS FIELDTRIPS	828.43	0.00	10,000.00	0.00	0.00	10,828.43	0.00	10,828.43	
022 977L L&J FUND LINCOLN FIELDTRIPS	3,045.24	0.00	0.00	0.00	0.00	3,045.24	1,600.00	1,445.24	
022 978O L&J FUND OVERLOOK FIELDTRIPS	673.79	0.00	0.00	0.00	0.00	673.79	450.00	223.79	
022 979V L&J FUND VALLEY VIEW FIELDTRIPS	3,658.21	0.00	0.00	231.00	1,833.61	1,824.60	305.76	1,518.84	
TOTAL FOR Fund 022 - DISTRICT AGENCY:	21,436.15	3,823.00	37,948.00	1,116.94	23,869.57	35,514.58	12,297.00	23,217.58	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
024 0000 WCSD EMPLOYEE BENEFITS INSURANCE FUND	38,736.11	21,231.84	175,104.73	25,026.45	189,687.14	24,153.70	116,415.10	92,261.40-	
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:	38,736.11	21,231.84	175,104.73	25,026.45	189,687.14	24,153.70	116,415.10	92,261.40-	
029 0000 FRANK H. CLOSE SCHOLARSHIP FUND	189.09	0.00	0.00	0.00	0.00	189.09	0.00	189.09	
029 9001 BERNADINE H. KOVALCHIN SCHOLARSHIP FUND	33,848.60	0.00	0.00	0.00	0.00	33,848.60	3,000.00	30,848.60	
029 9002 MARK SCHERBA MEMORIAL SCHOLARSHIP	1.66	0.00	0.00	0.00	0.00	1.66	0.00	1.66	
029 9005 KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP	15,750.07	0.00	0.00	0.00	1,650.00-	17,400.07	1,132.00	16,268.07	
029 9006 MACKEY SCHOLARSHIP	21,445.64	0.00	0.00	0.00	0.00	21,445.64	0.00	21,445.64	
029 9007 DANIEL VAN AUKEN SCHOLARSHIP FUND	24,077.83	0.00	0.00	0.00	847.58	23,230.25	273.50	22,956.75	
029 9008 DAVID SLADKY SCHOLARSHIP FUND	7,284.17	0.00	0.00	0.00	0.00	7,284.17	0.00	7,284.17	
TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:	102,597.06	0.00	0.00	0.00	802.42-	103,399.48	4,405.50	98,993.98	
034 0000 CLASSROOM FACILITIES MAINTENANCE FUND	2,393,013.92	0.00	0.00	0.00	292,086.65	2,100,927.27	16,200.00	2,084,727.27	
TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.:	2,393,013.92	0.00	0.00	0.00	292,086.65	2,100,927.27	16,200.00	2,084,727.27	
071 0000 SALES TAX: PERM. IMPROVEMENTS FUND	2,403,018.49	0.00	1,735,972.19	16,762.78	1,284,944.18	2,854,046.50	79,225.52	2,774,820.98	
TOTAL FOR Fund 071 - CAPITAL GRANTS:	2,403,018.49	0.00	1,735,972.19	16,762.78	1,284,944.18	2,854,046.50	79,225.52	2,774,820.98	
200 902H GRIZZLY RPG CLUB (ROLL PLAYING GAME)	0.00	0.00	421.00	0.00	290.50	130.50	159.50	29.00-	
200 907H WEB PROGRAMMING AND DESIGN	249.86	0.00	0.00	0.00	0.00	249.86	0.00	249.86	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 908H ROTARY INTER-ACT: YOUTH ROTARY CLUB	70.99	0.00	0.00	0.00	0.00	70.99	65.00	5.99	
200 909H CADD STUDENT ACTIVTY ACCOUNT	325.84-	0.00	0.00	0.00	0.00	325.84-	0.00	325.84-	
200 910W CLASS OF 2010	215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44	
200 911W CLASS OF 2011	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00	
200 912W CLASS OF 2012	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00	
200 913W CLASS OF 2013	156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48	
200 914H S.A.D.D. WADSWORTH HIGH SCHOOL	192.38-	0.00	0.00	0.00	0.00	192.38-	0.00	192.38-	
200 914M TAGG - WADSWORTH MIDDLE SCHOOL	763.93	0.00	0.00	0.00	0.00	763.93	0.00	763.93	
200 914W CLASS OF 2014:	122.04	0.00	0.00	0.00	0.00	122.04	0.00	122.04	
200 915W CLASS OF 2015	198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07	
200 916H LATIN CLUB	2.60	0.00	0.00	0.00	0.00	2.60	0.00	2.60	
200 916W CLASS OF 2016	1,368.72-	0.00	0.00	0.00	0.00	1,368.72-	0.00	1,368.72-	
200 917H H.S. SCIENCE CLUB	309.68	0.00	0.00	0.00	0.00	309.68	0.00	309.68	
200 917W CLASS OF 2017	1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44	
200 918H ACADEMIC CHALLENGE	1,961.83	0.00	0.00	0.00	0.00	1,961.83	0.00	1,961.83	
200 918W CLASS OF 2018	1,669.08	0.00	0.00	0.00	0.00	1,669.08	0.00	1,669.08	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 919H SPEECH AND DEBATE TEAM	337.38	1,662.00	10,031.96	1,119.99	10,690.43	321.09-	10,959.58	11,280.67-	
200 919W CLASS OF 2019	3,195.57	0.00	0.00	0.00	0.00	3,195.57	28.00	3,167.57	
200 920H N. H. S.	798.65	928.50	1,462.50	53.50	251.60	2,009.55	441.50	1,568.05	
200 920W CLASS OF 2020	3,661.75	575.00	5,553.50	0.00	0.00	9,215.25	11,790.00	2,574.75-	
200 921H F.C.C.L.A.	1,010.21	0.00	0.00	0.00	0.00	1,010.21	0.00	1,010.21	
200 921W CLASS OF 2021	576.87	0.00	0.00	0.00	0.00	576.87	0.00	576.87	
200 922H PEP CLUB	272.63	0.00	0.00	0.00	0.00	272.63	0.00	272.63	
200 922W CLASS OF 2022	1,370.38	0.00	0.00	0.00	0.00	1,370.38	0.00	1,370.38	
200 923H INTERNATIONAL CLUB (FOREIGN LANGUAGES)	5,236.30	0.00	403.00	153.75	658.64	4,980.66	5,653.90	673.24-	
200 923W CLASS OF 2023	770.42	0.00	59.00	0.00	0.00	829.42	0.00	829.42	
200 924C CENTRAL INTERMEDIATE STUDENT COUNCIL	1,515.71	860.00	3,132.80	360.07	2,454.45	2,194.06	980.98	1,213.08	
200 924H STUDENT COUNCIL	13,191.33	100.00	18,626.00	167.50	14,050.18	17,767.15	14,524.46	3,242.69	
200 924I ISHAM STUDENT COUNCIL	544.79	0.00	0.00	0.00	325.00	219.79	0.00	219.79	
200 924M WADSWORTH MIDDLE STUDENT COUNCIL	685.26	574.00	574.00	0.00	181.86	1,077.40	396.00	681.40	
200 926H D. E. C. A.	5,974.54	0.00	5,025.50	741.94	4,532.00	6,468.04	12,752.62	6,284.58-	
200 928H C.B.I.P.	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
200 930H GRIZZLY GRIND COFFEE CLUB							
482.45	181.00	1,129.00	0.00	795.32	816.13	2,279.43	1,463.30-
200 931H MEDIA COMMUNICATIONS WHS							
566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76
200 932H WHS SPECRUM CLUB							
0.00	0.00	40.00	0.00	0.00	40.00	0.00	40.00
200 935H GRIZZLY LEADER ACADEMY (WHS)							
0.00	0.00	600.00	0.00	0.00	600.00	0.00	600.00
200 945H AUTOMOTIVES							
1,117.87	121.64	1,273.22	787.00	188.00-	2,579.09	800.00	1,779.09
200 946H CARPENTRY							
2,657.32	0.00	0.00	0.00	75.00	2,582.32	376.50	2,205.82
200 952C MIDDLE SCHOOL DRAMA/ MUSICAL CLUB							
11,373.71	340.00	7,654.00	775.80	12,682.00	6,345.71	3,330.64	3,015.07
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:							
61,327.22	5,342.14	55,985.48	4,159.55	46,798.98	70,513.72	64,538.11	5,975.61
300 0000 WHS ATHLETICS							
19,961.67-	10,323.00	169,776.98	9,135.84	144,485.49	5,329.82	64,518.66	59,188.84-
300 900A WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE							
0.95	0.00	7,662.31	0.00	7,637.31	25.95	500.00	474.05-
300 900H WHS BAND UNIFORM REPLACEMENT							
2,376.33	0.00	0.00	0.00	854.00	1,522.33	0.00	1,522.33
300 900R WHS ATHLETICS-ROTARY							
1,343.20-	0.00	16,540.50	4,768.00	16,838.69	1,641.39-	22,249.37	23,890.76-
300 902H WHS JOURNALISM / BRUIN FUND							
7,744.85	200.00	15,794.60	1,853.00	12,136.21	11,403.24	7,248.63	4,154.61
300 910H WHS DRAMA FUND							
19,732.30	0.00	10,976.58	1,956.78	20,943.70	9,765.18	13,914.51	4,149.33-
300 911M WMS FISHING CLUB							
95.42	0.00	0.00	0.00	0.00	95.42	88.06	7.36
300 917H WHS MUSIC-INSTRUMENTAL							
1,128.97	0.00	0.00	0.00	0.00	1,128.97	0.00	1,128.97

Fund #	Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300	918H WHS MUSIC-VOCAL GENERAL CHOIR	8,747.48	11,998.00	62,054.00	1,792.57	62,346.04	8,455.44	21,412.54	12,957.10-	
300	918M WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	1,560.52	1,849.50	37,703.85	2,360.64	31,960.08	7,304.29	11,099.06	3,794.77-	
300	918S WHS SHOW CHOIR	9,858.08	0.00	982.57	0.00	9,850.00	990.65	0.00	990.65	
300	950M ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS	310.63	0.00	0.00	0.00	0.00	310.63	0.00	310.63	
300	9511 ATHLETIC CAMPS: BASEBALL	2,326.54	0.00	0.00	0.00	1,921.03	405.51	0.00	405.51	
300	9512 ATHLETIC CAMPS: BOYS BASKETBALL	6,269.02	3,744.00	14,212.00	1,297.97	15,478.62	5,002.40	1,131.03	3,871.37	
300	9513 ATHLETIC CAMPS: B SOCCER	312.00	0.00	0.00	0.00	0.00	312.00	0.00	312.00	
300	9516 ATHLETIC CAMPS: FOOTBALL	17,107.77	0.00	21,615.00	1,212.23	35,885.16	2,837.61	2,327.97	509.64	
300	9523 ATHLETIC CAMPS: CROSS COUNTRY	682.59	0.00	0.00	0.00	0.00	682.59	0.00	682.59	
300	9528 ATHLETIC CAMPS: WRESTLING	2,623.69-	77.00	183.00	0.00	1,531.99	3,972.68-	2,993.01	6,965.69-	
300	9532 ATHLETIC CAMPS: GIRLS BASKETBALL	20,912.43	0.00	1,048.00	269.00	13,220.21	8,740.22	1,513.00	7,227.22	
300	9534 ATHLETIC CAMPS: SOFTBALL CAMP	369.78	0.00	0.00	0.00	0.00	369.78	0.00	369.78	
300	9535 ATHLETIC CAMPS: VOLLEYBALL	8,157.81	0.00	651.00	0.00	6,736.34	2,072.47	0.00	2,072.47	
300	9544 ATHLETIC CAMPS: GIRLS GOLF FUND	995.00	0.00	0.00	0.00	51.72	943.28	0.00	943.28	
300	9546 ATHLETIC CAMPS: GIRLS TENNIS	6,716.57	0.00	0.00	0.00	1,702.51	5,014.06	0.00	5,014.06	
300	9553 ATHLETIC CAMPS: CHERLEADING	13,529.25	0.00	4,046.00	0.00	10,132.39	7,442.86	660.55	6,782.31	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300 9555 ATHLETIC CAMPS: WMS CHEER								
2,503.46	0.00	0.00	0.00	0.00	2,503.46	0.00	2,503.46	
300 988H WHS YEARBOOK/WHISPERER FUND								
20,541.51	0.00	6,588.60	685.83	8,425.05	18,705.06	1,872.44	16,832.62	
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:								
128,050.70	28,191.50	369,834.99	25,331.86	402,136.54	95,749.15	151,528.83	55,779.68-	
401 9019 AUX SERVICES FY19: SACRED HEART								
16,267.86	0.00	0.00	430.72-	15,837.14	430.72	0.00	430.72	
401 9020 AUX SERVICES FY 2020 SACRED HEART								
0.00	112,227.48	230,960.00	5,812.91	125,810.94	105,149.06	67,152.86	37,996.20	
TOTAL FOR Fund 401 - AUXILIARY SERVICES:								
16,267.86	112,227.48	230,960.00	5,382.19	141,648.08	105,579.78	67,152.86	38,426.92	
451 9020 ONE NET FY 2020								
0.00	0.00	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00	
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:								
0.00	0.00	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00	
467 9020 STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE								
0.00	0.00	99,911.04	15,296.77	69,023.23	30,887.81	0.00	30,887.81	
TOTAL FOR Fund 467 - STUDENT WELLNESS AND SUCCESS:								
0.00	0.00	99,911.04	15,296.77	69,023.23	30,887.81	0.00	30,887.81	
499 9017 OHIO CAREER COUNSELING GRANT: FY2017								
23,631.21	0.00	0.00	30.99	30.99	23,600.22	3,825.13	19,775.09	
499 920W OHIO SCHOOL SAFETY GRANT: WADSWORTH CSD FY20								
0.00	0.00	20,487.25	0.00	7,000.00	13,487.25	0.00	13,487.25	
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN								
23,631.21	0.00	20,487.25	30.99	7,030.99	37,087.47	3,825.13	33,262.34	
516 9019 IDEA-B FED GRANT FY 2019								
14,704.78	0.00	189,609.09	0.00	204,313.87	0.00	0.00	0.00	
516 9020 IDEA-B FED GRANT FY 2020								
0.00	0.00	311,225.62	71,473.39	468,187.62	156,962.00-	27,098.88	184,060.88-	
516 919R IDEA-B RESTORATION GRANT FY2019								
10,920.78-	0.00	33,194.97	0.00	22,274.19	0.00	0.00	0.00	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
516 920R IDEA-B RESTORATION GRANT FY2020								
0.00	0.00	32,456.75	10,729.43	52,208.87	19,752.12-	0.00	19,752.12-	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:								
3,784.00	0.00	566,486.43	82,202.82	746,984.55	176,714.12-	27,098.88	203,813.00-	
524 9019 CARL PERKINS: FY 2019								
0.00	0.00	77,905.46	0.00	77,905.46	0.00	0.00	0.00	
524 9020 CARL PERKINS FY 2020								
0.00	0.00	62,138.17	12,567.16	88,133.21	25,995.04-	0.00	25,995.04-	
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198								
0.00	0.00	140,043.63	12,567.16	166,038.67	25,995.04-	0.00	25,995.04-	
572 9019 TITLE ONE FY 2019								
0.00	0.00	61,126.93	0.00	61,126.93	0.00	0.00	0.00	
572 9020 TITLE I: FY 2020								
0.00	0.00	115,691.41	24,458.08	167,302.34	51,610.93-	0.00	51,610.93-	
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE								
0.00	0.00	176,818.34	24,458.08	228,429.27	51,610.93-	0.00	51,610.93-	
587 9020 EARLY CHILDHOOD SPEC ED IDEA FY 20								
0.00	0.00	0.00	0.00	412.36	412.36-	0.00	412.36-	
587 920R IDEA- PRESCHOOL RECOVERY GRANT FY 20								
0.00	0.00	3,957.81	1,593.64	7,741.91	3,784.10-	0.00	3,784.10-	
TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:								
0.00	0.00	3,957.81	1,593.64	8,154.27	4,196.46-	0.00	4,196.46-	
590 9019 TITLE II-A SUPP EFF INST FY 19								
3,100.00	0.00	34,777.59	0.00	37,877.59	0.00	0.00	0.00	
590 9020 IMPRV. TEAC. QUALITY GRANT FY20								
0.00	0.00	0.00	7,373.62	47,928.53	47,928.53-	943.40	48,871.93-	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:								
3,100.00	0.00	34,777.59	7,373.62	85,806.12	47,928.53-	943.40	48,871.93-	
599 9019 IV-A STUDENT SUPPORT GRANT FY19								
2,077.29	0.00	13,495.21	0.00	15,572.50	0.00	0.00	0.00	
599 9020 IV-A STUDENT SUPPORT GRANT FY20								
0.00	0.00	0.00	0.00	0.00	0.00	7,243.23	7,243.23-	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND	2,077.29	0.00	13,495.21	0.00	15,572.50	0.00	7,243.23	7,243.23-	
GRAND TOTALS:	34,291,824.18	14,995,523.85	53,630,799.37	4,341,076.75	46,704,666.67	41,217,956.88	4,610,103.90	36,607,852.98	

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
FEBRUARY 2020

General Fund
Budget to Actual Report

	FY 2020 Budget	FY 2020 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 16,344,368**	**$ 16,344,368**			
Total Revenue	**$ 52,181,732**	**$ 41,961,080**	**$ (10,220,652)**	**80.4%**	66.7%
Expenditures:					
Salaries and Wages	$ 29,110,266	$ 18,767,855	$ (10,342,411)	64.5%	65.38%
Employee Fringe Benefits	$ 10,588,743	$ 7,006,738	$ (3,582,005)	66.2%	66.7%
Purchased Services	$ 6,965,934	$ 4,671,883	$ (2,294,051)	67.1%	66.7%
Supplies and Materials	$ 1,389,752	$ 1,127,983	$ (261,769)	81.2%	66.7%
Capital Outlay	$ 597,787	$ 272,628	$ (325,159)	45.6%	66.7%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 479,495	$ 251,931	$ (227,564)	52.5%	66.7%
Transfers/ Advances out	$ 80,000	$ -	$ (80,000)	0.0%	66.7%
Total Expenditures	**$ 49,211,977**	**$ 32,099,019**	**$ (17,112,958)**	**65.2%**	66.7%
Revenue over (under) Expenditures	**$ 2,969,755**	**$ 9,862,062**			
Ending Cash Balance	**$ 19,314,123**	**$ 26,206,430**			
Encumbrances		**$ 3,493,130**			72.32%
Available Unencumbered Balance		**$ 22,713,300**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 14,995,523.85**
Total Expenditures Current Month All Funds	**$ 4,341,076.75**
Total Month End Cash Balance	**$ 41,217,956.88**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 73,676,612.31**
Prior Fiscal Year Carryover Encumbrances	**$ 1,375,604.26**
Total Available All Funds	**$ 75,052,216.57**
Fiscal Year To Date Expenses All Funds	**$ 46,704,666.67**
Fiscal Year To Date % expended All Funds	**62.2%**