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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
MONDAY, SEPTEMBER 28, 2020, 7:00 P.M.

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

https://meet.google.com/apd-nkmm-kzi?authuser=0

or

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

(US) +1 304-729-4988

PIN: 740 868 437#

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

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

V. Administrative Discussion Items, Presentations, and Updates

A. Discussion: Strategic Planning Process

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Resignations

a) Alexandra Richards, Crossing Guard Supervisor (Isham), supplemental contract
b) Austin White, WMS Asst. Football Coach (50%), supplemental contract
c) Chad Wolf, WMS Asst. Football Coach (Volunteer), supplemental contract
d) Zachary Ockunzzi, CIS Intramurals, supplemental contract

2. Employments

    a) Sarah Kershaw, Non-teaching Employee, eff. 9/24/2020
    b) Stephanie Kresowaty, Non-teaching Employee, eff. 9/22/2020
    c) Marta Moore, Non-teaching Employee, eff. 9/22/2020
    d) Aletha Smith, Classified Substitute
    e) Supplemental contracts (per attached list)

B. ACTION CONSENT ITEMS

1. Recommendation to approve the Use Agreement between Acadience Learning Online and the Wadsworth City School District Board of Education, effective September 17, 2020

2. Recommendation to approve the Terms of Use and Privacy Policy with The Academy of Scholastic Broadcasting (ASB)

3. Recommendation to approve the SAT Suite of Assessments Terms and Conditions

4. Recommendation to approve the Terms of Use with HearBuilder

5. Recommendation to approve the Interagency Agreement between Barberton City Schools, Sacred Heart of Jesus School, and the Wadsworth City School District Board of Education

6. Recommendation to approve the KidsLink School District Contract

7. Recommendation to approve the Terms and Conditions and End User License Agreement between ZOHO Corporation Private Limited and the Wadsworth City School District, effective September 1, 2020

8. Recommendation to approve the Contract for Services Supervised by Local Education Agency between Metropolitan Regional Service Council (MRSC) and the Wadsworth City School District Board of Education for the period from September 16, 2020 through June 30, 2021

9. Recommendation to approve the Subscription Agreement between Melior-Delaware, Inc dba Today's Class and the Wadsworth City School District Board of Education

10. Recommendation to approve the TRW License Agreement

11. Recommendation to approve the Wadsworth Amateur Soccer Association (WASA) Agreement, effective September 21, 2020

12. Recommendation to approve the Memorandum of Understanding between the Wadsworth Board of Education and the Wadsworth Education Association

13. Recommendation to approve the Contract for Handicapped Pupils between the Rittman Exempted Village Board of Education and the Wadsworth City School

District Board of Education

14. Recommendation to approve the Master Services Agreement with Frontline Technologies Group LLC dba Frontline Education

VII. Board of Education Items

A. Review of Goals for the 2019-2020 School Year

B. Goals for the 2020-2021 School Year

VIII. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
September 28, 2020

Agenda Detail Sheet

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

1(a). Sarah Kershaw: Ms. Kershaw is being recommended to fill the clerk position in our transportation department left open by the movement of Ms. Sarah Snyder to another position within our school district.

1(b). Stephanie Kresowaty: Ms. Kresowaty is being recommended to fill the cafeteria helper position left open by the movement of Ms. Denise Clark to another position within our school district.

1(c). Marta Moore: Ms. Moore is being recommended to fill a new aide position at Wadsworth High School. The position is necessary to provide adequate supervision coverage of students during the school day and is the result of staff members being assigned to responsibilities in Wadsworth Wired.

B. ACTION CONSENT ITEMS

1. **Acadience Learning Online Use Agreement:** The agreement between Acadience Learning Online and the Wadsworth City School District Board of Education being recommended for approval is necessary to allow us to continue Acadience testing (formerly known as Dibels) which is administered throughout the year for progress monitoring in both reading and math.

2. **The Academy of Scholastic Broadcasting (ASB) Terms of Use and Privacy Policy:** The Terms of Use and Privacy Policy with The Academy of Scholastic Broadcasting (ASB) being recommended for approval is necessary for a program that will be used in our Four Cities Compact Media Communications class.

3. **SAT Suite of Assessments Terms and Conditions:** The SAT Suite of Assessments Terms and Conditions being recommended for approval is necessary to order the PSAT for students at the high school.

4. **HearBuilder Terms of Use:** The Terms of Use with HearBuilder being recommended for approval will allow us to purchase a program that our speech and language pathologists will use.

5. **Interagency Agreement between Barberton City Schools, Sacred Heart of Jesus School, and the Wadsworth City School District Board of Education:** The Interagency Agreement between Barberton City Schools, Sacred Heart of Jesus School, and the Wadsworth City School District Board of Education being recommended for approval is required by law as we are the fiscal agent for federal funds for Sacred Heart of Jesus School.

6. **KidsLink School District Contract:** The KidsLink School District Contract being recommended for approval is necessary to allow a student of ours to attend Kidslink School.

7. **Terms and Conditions and End User License Agreement between ZOHO Corporation Private Limited and the Wadsworth City School District**: The Terms and Conditions and End User License Agreement between ZOHO Corporation Private Limited and the Wadsworth City School District being recommended for approval will allow our technology department to continue to use the ManageEngine program.

8. **Contract for Services Supervised by Local Education Agency between Metropolitan Regional Service Council (MRSC) and the Wadsworth City School District Board of Education:** The Contract for Services Supervised by Local Education Agency between MRSC and the Wadsworth City School District Board of Education being recommended for approval will make official the hire of our new technology department employee through the Metropolitan Regional Service Counsel. The contract allows us to give sixty (60) days' notice to cancel services if we reach a point where we believe they are no longer necessary. Our goal with this contract is short-term while we work through long-term planning for the level of staffing needed in our technology department.

9. **Subscription Agreement between Melior-Delaware, Inc dba Today's Class and the Wadsworth City School District Board of Education:** The Subscription Agreement between Melior-Delaware, Inc dba Today's Class and the Wadsworth City School District Board of Education being recommended for approval is necessary to allow us to purchase a program that will be used in our Four Cities Compact Automotive program.

10. **TRW License Agreement:** The TRW License Agreement being recommended for approval is necessary for our upcoming middle school play.

11. **Wadsworth Amateur Soccer Association (WASA) Agreement:** The WASA Agreement being recommended for approval is necessary for our continued use of Muhl Fields by our high school soccer program.

12. **Memorandum of Understanding:** The Memorandum of Understanding between the Wadsworth Board of Education and the Wadsworth Education Association being recommended for approval addresses the wellness rider for employees who opt out of our insurance because they are the spouse or dependent of another employee of ours who is on our insurance.

14. **Master Services Agreement with Frontline Technologies Group LLC dba Frontline Education:** The Master Services Agreement with Frontline Technologies Group LLC dba Frontline Education being recommended for approval is necessary to allow us to continue to purchase AESOP (our absence management system). Frontline recently purchased Software Answers, our student information system company, so this agreement should help with that program (DASL) as well.

EMPLOYMENTS
September 28, 2020

Supplemental Contracts

Laura Boyert	RTI Member, WMS
Shannon DeDomenic	RTI Member, WMS
Julie Gunn	Crossing Guard Supervisor, Isham
Debbie Lake	Co-Director, WMS Musical
Brianna Lowdermilk	RTI Member, WMS
Gretchen Pappas	RTI Chair, WMS
Matthew Pavlak	Varsity Asst. Swim Coach
Samantha Quallich	Co-Director, WMS Musical
Autumn Reeves	Varsity Swim Coach
Georgia Terovolas	RTI Member, WMS
Chad Wolf	WMS Asst. Football Coach (50%)
Austin White	Varsity Football Asst. Coach (Volunteer)

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: September 14, 2020

The Wadsworth City Board of Education met in Regular Session on Monday, September 14, 2020, at **7:00** P.M at 524 Broad Street and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Gordon, Kramer, McComas, Stevens
Absent	
Administrators	
Staff	
Visitors	21

20-9-73 APPROVAL OF BOARD MINUTES

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

Regular Session August 10, 2020

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

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. 2020-2021 School Year Education Continuity Plan
B. Franklin Elementary School 2021 OAESA Hall of Fame School
C. Coronavirus Relief Fund-BroadbandOhio Connectivity Grant
D. Special BOE meeting scheduled for September 28, 2020, at 7:00 p.m. at the CRP Administration Building and virtual.

ADMINISTRATIVE ITEMS

20-9-74 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Kramer**, to adopt the Personnel Consent Items from the September 14, 2020, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

a)	Halle Baker	Non-Teaching Employee	(eff. 09/08/20)
b)	Kayla Caplinger	Non-Teaching Employee	(eff. 08/27/20)
c)	Heather Cheslock	Non-Teaching Employee	(eff. 08/27/20)
d)	David Earliwine	Non-Teaching Employee	(eff. 08/31/20)

e)	Kayla Eggeman	Non-Teaching Employee	(eff. 08/27/20)
f)	Kylee Ford	Non-Teaching Employee	(eff. 08/19/20)
g)	Tania Gabhart	Non-Teaching Employee	(eff. 08/19/20)
h)	Melissa Gerber	Non-Teaching Employee	(eff. 09/03/20)
i)	Mistie Gowin	Non-Teaching Employee	(eff. 08/21/20)
j)	Annette Ingham	Non-Teaching Employee	(eff. 09/01/20)
k)	Sara Maxwell,	Non-Teaching Employee	(eff. 08/21/20)
l)	Heidi McCune	Non-Teaching Employee	(eff. 08/27/20)
m)	Jody McDougal	Non-Teaching Employee	(eff. 08/25/20)
n)	Emily Myers	Non-Teaching Employee	(eff. 09/08/20)
o)	Lynn Pound	Non-Teaching Employee	(eff. 09/03/20)
p)	Summer Pursley	Non-Teaching Employee	(eff. 08/19/20)
q)	Taylor Simmons	Certified Teacher (part-time)	(eff. 08/21/20)
r)	Joanne Gahan	Substitute Asst. Principal	
s)	Tina Vukovic	Non-Teaching Employee	
t)	Debra Novak	Non-Teaching Employee	(eff. 09/14/20)
u)	Carol Jordan	Non-Teaching Employee	
v)	Emily Novak	Non-Teaching Employee	
w)	Donna Adams	Substitute Tutor (VV)	

x) **Certified Substitutes**

Paula Trenta	(eff. 08/26/20)
Michaella Poldruhi	

y) **Classified Substitutes**

John Mumaw	(eff. 08/31/20)
Shawn Oplinger	
Gregory Stallman	(eff. 08/31/20)
Sandy Hall	(eff. 09/08/20)

z) **Supplemental Contracts**

Patti Chrisman	Student Council Elem. Advisor (IS) (100%) (previously approved for 50%)	
Miranda Cottrill	Varsity Asst. Gymnastics Coach	
Barbara Crookes	Resident Educator (Year 1)	
Pamela Csaky	Co-Director, WHS Fall Musical	
Kalyn Davis	Co-Director, WHS Fall Musical	
Brittany Evans	WMS Fall Cheer Advisor (50%)	(eff. 09/01/20)
	WMS Winter Cheer Adv. (50%)	(eff. 09/01/20)
Jessica Gabor	RTI Member (LN)	
Matt Hastings	O.J. Work Auditorium Manager	
Beth Lawrence	Resident Educator Mentor (Year 1)	
Ryun Louie	Elementary Percussion Instructor	
Jeff Marini	Crossing Guard Supervisor (VV) (50%)	

Tom Mountjoy	Carpentry Job Site Teacher Assistant
Amy Muhl	Choir (CIS)
Kelly Murphy	Varsity Gymnastics Coach
Laura Nagy	RTI Chair (VV)
Janee Oktela	Bus Ramp Duty (VV)
Kelly Osterhouse	RTI Member (VV)
Kathy Ott	Bus Ramp Duty (OV)
Lindsay Patterson	Co-Director WHS Fall Play
Brianne Penrod	Co-Director WHS Fall Play
Autumn Reeves	RTI Chair (LN)
Phill Seenes	Crossing Guard Supervisor (VV) (50%)
Joe Shalala	Bus Ramp Duty (LN)
Stefanie Shepperd	RTI Member (LN)
Dianna Tenyak	Bus Ramp Duty (OV)
Kathryn Witmer	RTI Member (CIS)
Katherine Wolf	RTI Member (VV)
	Student Council Advisor (VV)

aa) **Athletic Event Workers ($30/Event)**

Patti Allen	Kirk Kresowaty
Mary Beth Baxley	Mike Kyner
Karen Beavers	Jim Ladrach
Barb Caskey	Julie Lobello
Janice Cerovic	Joe Magnacca
Rhonda Clem	Ron Mendel
Dave Cutting	Matt Milano
Val Dannemiller	Cheryl Miller
Maria Daull	Bonnie Montoni
Megan Dean	Don Moore
Cindy Farver	Sherri Moore
Melissa Gerber	Mia O'Connor
Michalla Gordon	Kris Palecek
Diane Gorsuch	Jill Peterson
John Gramuglia	Mark Postak
Carol Grey	Jan Richards
Kristen Highland	Mike Schmeltzer
Phil Horrisberger	Bob Schoonover
Matt Hulme	Carolyn Schoonover
Zach Humrichouser	Gail Sheffield
Aly Hutton	Sarah Steinkerchner
Alicia Innocenti	Peggy Tanner
Tom Jackson	John Thompson
Barb Jensen	Kani Wallet
Larry Kaufman	Jami Wyrick
Jason Knapp	Rob Wyrick
Jeff Kreider	

bb) **Grizzly Invitational Workers ($25/Session)**

Sam Brandenberg

cc) **Parking Attendants ($20/Event)**

Randy Putt
Ron Putt

2. Resignations

a)	Brenda Adley	Certified Teacher	(retire 06/01/20)
b)	Maria Chambers	Non-Teaching Employee	(eff. 09/03/20)
c)	Katherine Coleman		(eff. 09/04/20)
d)	Teri Mackey	Certified Teacher	(retire 07/01/21)
e)	Belinda Good	Non-Teaching Employee	(eff. 08/19/20)
f)	Jay Minkin	Non-Teaching Employee	(eff. 08/28/20)
g)	Jill Shaw	Non-Teaching Employee	(retire 09/30/20)
h)	Anna Warren	Student Council Advisor (50%) (IS) (suppl.)	
i)	Sandi Mueller	CIS Newspaper (suppl.)	
j)	Barbara Young	Non-Teaching Employee	(retire 08/19/20)

3. Recommendation to grant unpaid leave to Lynne Erjavic, for up to two years (eff. 08/20/20).

4. Recommendation to grant unpaid leave to Mary Augustynovich, for up to two years (eff. 09/09/20).

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

20-9-75 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Stevens**, to adopt the Action Consent Items from the September 14, 2020, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

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

a)	1520	Employment of Administrators (rev.)
b)	1530	Evaluation of Principals and Other Administrators (rev.)
c)	2270	Religion in Curriculum (rev.)

d)	3124	Employment Contract (rev.)
e)	5517.02	Sexual Violence (rescind/delete)
f)	5610	Removal, Suspension, Expulsion, and Permanent Exclusion of Students (rev.)
g)	5611	Due Process Rights (rev.)
h)	6144	Investments (rev.)
i)	6152	Student Fees, Fines, and Charges (rev.)
j)	8800	Religious/Patriotic Ceremonies and Observances (rev.)

2. Recommendation to declare the following students impractical to transport, enabling their parents/guardians to apply for State transportation reimbursement for the 2020-2021 school year:

	Student	School	Parent(s)
a)	Noah Gearhart	Julie Billart	Elaine Gearhart
b)	Bridget Kesic	St. Vincent-St. Mary	Rita Kesic
c)	Mason Grella	Northside Christian	Christina Grella
d)	Brooklyn Grella	Northside Christian	Christina Grella
e)	Luke Gegick	St. Vincent-St. Mary	Erik & Jennifer Gegick
f)	Kayden Kallai	Northside Christian	Monica & Chris Kallai
g)	Christopher Kallai	Northside Christian	Monica & Chris Kallai
h)	Aidan Spoerndle	St. Vincent-St. Mary	Regina & John Spoerndle
i)	Landen Krebs	Northside Christian	Holly Krebs
j)	Sebastian Boring	Archbishop Hoban	Robert Boring
k)	Elise Tanko	Northside Christian	Faith Tanko
l)	Steven Milich	Northside Christian	Joanna Milich
m)	Clara Milich	Northside Christian	Joanna Milich
n)	Abigail Milich	Northside Christian	Joanna Milich
o)	Matthew Sandor	Archbishop Hoban	Frank & Audrey Sandor
p)	Clara Elsey	Northside Christian	Hannah Elsey
q)	Peighton Scandlon	Medina Christian	Susan Scandlon
r)	Spencer Logsdon	Archbishop Hoban	James Logsdon
s)	Nicholas Fortunato	Archbishop Hoban	Nick & Kristin Fortunato
t)	Ella Wilson	St. Hilary	Jamie Wilson
u)	Zachary Lamoreux	Medina Christian	Denise McMillion
v)	Christina Lamoreux	Medina Christian	Densie McMillion
w)	Emma Wilson	St. Hilary	Jamie Wilson
x)	Grant Wolny	Medina Christian	Jon & Brooke Wolny
y)	Autumn Wolny	Medina Christian	Jon & Brooke Wolny
z)	Cora Wolny	Medina Christian	Jon & Brooke Wolny
aa)	Gavin Puertas	Northside Christian	Angela Puertas

3. Recommendation to accept the following donations:

a)	Luke Engineering	$500
b)	Anonymous	$2,500
c)	Wadsworth Band Boosters	$2,886.25
d)	Huntington Bank	Water bottles for students
e)	Chipotle	$527.27

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

a)	3220	Standards-Based Teacher Evaluation	(eff. 09/01/20)
b)	5464	Early High School Graduation	
c)	6325	Procurement- Federal Grants/Funds	
d)	6424	Procurement Cards	

5. Recommendation to approve the GoGuardian Products Terms of Service and End User License Agreement. **(ATTACHED)**

6. Recommendation to re-adopt Wadsworth City School District Board of Education Policy 2261.01, Parent and Family Member Participation in Title 1 Programs.

7. Recommendation to approve the following Memorandum of Understandings with the Wadsworth Education Association:

a) Variety of Items for the 2020-2021 School Year
b) Carpentry Instructor Hours Outside of the Work Year

8. Recommendation to approve the Remind Terms and Policies.

9. Recommendation to approve the revised Kidslink School District Contract between Kidslink School, LLC and the Wadsworth City School District Board of Education for the period of September 1, 2020 through August 31, 2021 (originally approved by the Wadsworth City School District Board of Education on July 13, 2020. **(ATTACHED)**

10. Recommendation to approve the Day Treatment-Purchase Service Agreement 2020-2021 School Year between GCL Education Services, LLC and the Wadsworth City School District Board of Education. **(ATTACHED)**

11. Recommendation to approve the Bus Purchase Resolution authorizing the Ohio Schools Council to advertise and receive bids on behalf of the Wadsworth City School District Board of Education for the purchase of two (2) seventy-two (72)-passenger conventional (gas) school bus chassis and bodies. **(ATTACHED)**

12. 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:

	Student	School	Parent(s)
a)	Luke Gegick	St. Vincent-St. Mary	Erik & Jennifer Gegick
b)	Charles Gegick	St. Vincent-St. Mary	Erik & Jennifer Gegick

13. Recommendation to approve the Service Agreement Amendment between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the period of July 1, 2020 through June 30, 2021. **(ATTACHED)**

14. Recommendation to approve the 2020-2021 bus and vehicle routes.

15. Recommendation to approve the License Agreement between TRW and the Wadsworth City School District Board of Education for drama production. **(ATTACHED)**

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

20-9-76 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **McComas**, to adopt the C. Action Item from the September 14, 2020, Regular Meeting, as presented:

C. **PERSONNEL ITEMS**

1. Recommendation to approve the Payment in Lieu of Taxes agreement between the Medina Metropolitan Housing Authority (MMHA) and the Wadsworth City School District Board of Education

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

ITEMS OF THE TREASURER

20-9-77 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Stevens**, to adopt the Action Consent Items of the Treasurer from the September 14, 2020, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

1. Recommendation to approve the Fiscal Year 2021 Amended Certificate of Estimated Resources.

2. Recommendation to approve the Fiscal Year 2021 Permanent Appropriations Resolution.

3. Recommendation to accept the August financial reports as presented and subject to audit.

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

LEGISLATIVE UPDATE

Gordon reported:

- HB 606 - Provides civil immunity to essential workers that unknowingly spread coronavirus among the workplace. Signed by the Governor and will become law.
- SB 358 – Includes State report cards and end-of-course exams.
- HB 748 – Prohibits the Ohio Department of Health from overruling a decision by a local board of education. Is still pending.
- SB 350 – Deals with public transportation. Is still pending.

FLOOR ITEMS

BOARD MEMBER ITEMS

20-9-78 The motion was made by **Batey**, seconded by **McComas**, to appoint a delegate for the Ohio School Boards Association Annual Business Meeting via virtual meeting on 10/29/20 at 6:30 p.m.

Delegate: Jill Stevens
Alternate: Linda Kramer

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

KRAMER Reminded everyone to register to vote at least 30 days before the election and encouraged everyone to vote. Said her heart goes out to all the students, staff and parents for working together to keep this going.

MCCOMAS Thanked everyone for putting the procedures in place, adapting to the procedures and staying safe.

STEVENS Thanked everyone for being flexible and staying safe.

GORDON Recognized Brad Musgrave, Drew Hutton and Margaret Demczyk for the work they did taping off the stadium seats. Thanked everyone for their work to get the school year started in such a special way. Was super excited to see our marching Grizzlies last Friday night. Wished a special speedy recovery to all of our injured Grizzly athletes. Mentioned the new parking lot at the stadium looks great. Recognized our super awesome staff that have created a great foundation to start the school year.

BATEY Stated that this has been a tremendously long period of time that we have been going through this and wanted to thank all the staff, students and parents for creating a safe environment. Thought the communication from Dr. Hill and the building principals has been tremendous.

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 and E as listed above.

EXECUTIVE SESSION

20-9-79 The motion was made by **McComas,** seconded by **Kramer**, to enter Executive Session at **7:46** p.m.

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

EXECUTIVE SESSION recessed at **9:27** p.m.

ADJOURNMENT

20-9-80 The motion was made by **Kramer**, seconded by **McComas**, to adjourn at **9:28** p.m.

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

(Signed)_____
Julie Batey, President

(Attested)_____
Douglas D. Beeman, Treasurer

Use Agreement
Acadience® Learning Online
https://acadiencelearning.org/



Customer Name: Wadsworth City Schools

Customer Purchase Order No.: _____
Use Agreement No.: _____

The school, school district, or other educational agency identified above ("Customer") may use the Acadience Learning Inc. ("ALI") Acadience Learning Online ("Service") as set forth below in this Use Agreement ("Agreement").

1. **Subscription to the Service.** Customer has issued the Customer Purchase Order No. identified above ("Initial Purchase Order") for the use of the Service. This Agreement constitutes Customer's subscription to use, and grants to Customer the right to use, the Service for the number of the Service student licenses, and for the period or term, specified in the Initial Purchase Order and in any subsequent purchase orders expressly made subject to this Agreement by reference to the Use Agreement No. set forth above ("Subsequent Purchase Orders"). The term of this Agreement ("Term") commences on the beginning of the first academic or school year, or other relevant period, set forth in the Initial Purchase Order and will expire at the end of the latest academic or school year (or other relevant period) set forth in the Initial Purchase Order and any Subsequent Purchase Orders, unless earlier terminated as provided in this Agreement.

2. **Scope.** During the Term:

(a) Customer may enter into the Service data relating to students, Acadience assessments, and other assessment or educational data ("Customer Data"). If Customer is an existing customer of ALI's Acadience Data Management system ("ADM"), ALI will, at Customer's request, transfer Customer Data from ADM to the Service. All Customer Data is the property of Customer, is controlled by Customer, and will be accessible to Customer during the Term (including for purposes of deletion and modification pursuant to Section 4 below) and during the Export Period (as provided in Section 8 below). Customer Data is available to ALI only for the purposes described in Section 3 of this Agreement, and in no event will ALI (i) use Customer Data to target advertising to students; (ii) use Customer Data to amass a profile of a student, except as necessary to provide the Service to Customer; (iii) sell, rent, or trade Customer Data for commercial purposes except as permitted by state and federal law; or (iv) otherwise release or disclose Customer Data except as described in this Agreement.

(b) In connection with the use of the Service, Customer may be allowed to download from the Service and photocopy certain student assessment materials ("Student Materials"). Customer's right to download, photocopy and use the Student Materials is for the limited purpose of facilitating Customer's use of the Service pursuant to the Initial Purchase Order or Subsequent Purchase Orders during the Term and is not intended to and does not place the Student Materials in the public domain. Customer may download from the Service, make photocopies of, and use the Student Materials solely for the administration of the assessments described in, and for the number of student licenses purchased pursuant to, the Initial Purchase Order and any Subsequent Purchase Orders. No Student Materials may be sold, licensed or further distributed by Customer or used by Customer for any purpose other than use of the Service pursuant to the Initial Purchase Order or Subsequent Purchase Orders during the Term. In addition, Customer may use the Student Materials only without alteration or modification (including, without limitation, without removing logos or acknowledgments for contributions to the Student Materials). Any use of the Student Materials other than as described in this paragraph is strictly prohibited.

3. **Purposes.** The purposes of this Agreement are (a) to provide Customer access to and use of the Service for the number of student licenses during the Term as provided above in Sections 1 and 2; (b) to provide ALI with access to and use of Customer Data as necessary to provide the Service to Customer; and (c) to allow ALI, during the Term and following termination of this Agreement, to access, analyze, and otherwise use Research Data (as that term is defined below in this Section 3) for "Research Use" (as that term is also defined below in this Section 3) but only in compliance with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and the regulations promulgated thereunder in 34 CFR Part 99. As used in this Agreement, "Research Data" includes Customer Data from which ALI has removed all "personally identifiable information" as defined in 34 CFR § 99.3 ("PII"), thereby creating "de-identified" Research Data that may be used for Research Use consistent with the provisions of 34 CFR § 99.31(b). For clarity, as used in this Agreement, "Customer Data" does not include "Research Data". During the Term, and following expiration of the Term or earlier termination of this Agreement, ALI may use Research Data for or in connection with research, development, and related purposes, including but not limited to publishing technical reports and articles, conducting training, and engaging in further research and development activities (collectively, "Research Use").

4. **Customer Correction or Deletion of Data.** Customer may correct or delete any factually inaccurate Customer Data (including Customer Data containing PII) at any time during the Term using the correction and deletion tools available to Customer through the

Service. An individual student (or parent or guardian of a student) seeking review of Customer Data (including Customer Data containing PII) pertaining to such student must submit its request to Customer, and, if such a student (or parent or guardian of a student) contacts ALI directly, he or she will be referred to Customer. During the Term Customer may also request that ALI delete all Customer Data containing "personally identifiable information" as that term is defined in 34 CFR § 99.3 ("PII"), and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, ALI will honor that request as soon as is reasonably practicable. Customer acknowledges and agrees that in the event that any Customer Data is altered or deleted as provided in this Section 4, the usefulness and functionality of the Service may be reduced and any reduction in functionality or usefulness that results from the deletion of Customer Data, at Customer's request, shall under no circumstances constitute a breach of this Agreement.

5. **Security and Protection of Student Data.**

(a) ALI will protect the confidentiality of Customer Data entered into the Service as required of ALI by the applicable State and Federal laws governing student privacy. Without limiting the generality of the foregoing, ALI will adhere to the following security procedures: (i) Customer Data will be stored in one or more password-protected servers located in the United States; (ii) ALI will provide Customer with one or more Service accounts and associated passwords that are distinct from the accounts for other users of the Service and that allow Customer's personnel to access Customer Data through the Service; (iii) internet transfers of Customer Data between Customer and the Service will occur only through encrypted protocols; (iv) data will be encrypted while at rest; (v) all ALI staff with access to Customer Data containing PII will undergo background checks and receive training in data security and confidentiality; and (vi) backup copies of Customer Data will be encrypted and stored onsite and/or offsite in secure locations in the United States and, unless otherwise required by a court order, subpoena, or similar legal or administrative proceeding or ALI's document retention policy, will be destroyed upon the earliest of (A) ALI receiving a request from Customer to delete such Customer Data; (B) shortly following the expiration of the Export Period (as provided below in Section 8); or (C) ALI performing a scheduled deletion of backups.

(b) During its use of the Service, Customer will use the Service in accordance with applicable specifications and documentation provided or made available to Customer by ALI, which may be periodically updated by ALI ("Documentation"), and will comply with all applicable laws and industry standards and practices concerning privacy, data protection, confidentiality and information security, including: (i) appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of all PII and other sensitive information; (ii) a security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to third parties; and (iii) appropriate internal practices including, but not limited to, encryption of data in transit or at rest; permitting only authorized users access to systems and applications; and requiring users to safeguard passwords and other information used to access the Service. Customer further agrees to maintain adequate training and education programs to ensure that its employees and any others acting on its behalf are aware of and adhere to Customer's privacy, data protection, confidentiality and information security practices.

(c) Customer represents and warrants that Customer has obtained all necessary permissions to disclose the Customer Data to ALI. Customer will be bound by any terms of use, privacy statements, and other agreements regarding the use of the Service between Customer and ALI (collectively, "Ancillary Agreements"). Customer (including any of Customer's employees, contractors or other agents) may not and will not: (i) assign, license, sublicense, transfer, pledge, or otherwise transfer all or any of Customer's rights under this Agreement; (ii) access the source code for or reverse assemble, reverse compile, reverse engineer, cross compile or otherwise adopt, translate or modify the Service; (iii) enter data into the Service for more than the number of students for which current student licenses are purchased by Customer under the Initial Purchase Order or Subsequent Purchase Orders.

(d) Sometimes, at the direction of a teacher or administrator, students under the age of thirteen may enter multiple choice answers or other standardized assessment responses directly into the Service (instead of relaying assessment responses to a teacher or administrator to enter the responses into the Service). The Service's collection of those responses may qualify as collecting "personal information" from a child, as that concept is described in the Children's Online Privacy Protection Act of 1998 ("COPPA"). In general, COPPA prohibits website operators like ALI from collecting, using or disclosing personal information from a child without first notifying, and obtaining consent from, the child's parent. However, COPPA allows schools to act as intermediaries between operators and parents in the notice and consent process, provided that the operator gives the school notice of the operator's collection, use and disclosure practices. Where the Customer has authorized the Service to collect personal information from children, Customer agrees that ALI may presume, as COPPA allows ALI to presume, that the Customer's authorization is based on the school having obtained parents' consent. If the Customer informs ALI that a parent has not consented to the Service's collection of his or her child's personal information, ALI will not collect personal information from that child.

6. **Re-disclosure of Customer Data Containing PII.** ALI will only re-disclose Customer Data containing PII: (a) at the request of Customer; (b) as required by a court order, subpoena, or similar legal or administrative proceeding; or (c) for other purposes described in ALI's most current privacy statement applicable to the Service, or as otherwise permitted by both federal law and the law of

Customer's state. To request that ALI re-disclose Customer Data containing PII pursuant to this Section 6, Customer must fill out a Data-Sharing Addendum (an "Addendum") that specifically names recipients that Customer desires ALI to re-disclose Customer Data to on behalf of Customer ("Authorized Recipients"). In completing and submitting an Addendum to ALI, Customer acknowledges, affirms, and certifies that all Authorized Recipients named by Customer have a legitimate interest in the Customer Data under 34 CFR § 99.31, as briefly described by Customer in the Addendum, and that disclosure to such Authorized Recipient meets the disclosure requirements of 34 CFR § 99.31. ALI will re-disclose Customer Data to Authorized Recipients on behalf of Customer through the Service access or as otherwise requested by Customer and agreed to by ALI, in its sole discretion.

7. **Security Breach Notifications.** If either party discovers that there has been an unauthorized release, disclosure, or acquisition of Customer Data or unauthorized access to the Service (a "Security Breach"), the party discovering the Security Breach will inform the other party in writing within twenty-four (24) hours of discovering the Security Breach. The parties will investigate the causes and consequences of the Security Breach and will attempt to minimize the risk of any further unauthorized releases, disclosures, or acquisitions. Each party agrees to provide reasonable and expeditious assistance to the other party in investigating a Security Breach. If Customer elects to or is required by law any governmental agencies or individuals whose data was or may have been involved in the Security Breach, Customer will be solely responsible for making such notifications.

8. **Termination; Effect of Termination.** This Agreement will terminate on the earlier of the expiration of the Term or as otherwise described in this Section 8. Either party may terminate this Agreement upon thirty days' written notice to the other party if the other party is in material breach of the other party's obligations under this Agreement, the Initial Purchase Order or Subsequent Purchase Orders, or any Ancillary Agreement (and, for this purpose, a material breach includes, but is not limited to, failure to make a payment as and when required); provided, that the party in breach shall be given thirty (30) days to cure the breach. However, ALI may terminate this Agreement immediately upon written notice to Customer (without a cure period) if Customer is in breach of Section 2(b) or Section 5(c) above, or if ALI reasonably believes that Customer has misappropriated or materially damaged or jeopardized the Service or ALI's Intellectual Property Rights (as defined below in Section 9) in the Service or the Student Materials. Upon expiration of the Term or earlier termination of this Agreement, Customer will immediately cease using the Service except that, for a period of one hundred twenty (120) days following the expiration of the Term or earlier termination of this Agreement, Customer may export its Customer Data ("Export Period") by using the export tools available to Customer through the Service. During the Export Period, Customer will continue to be bound by the terms and conditions set forth herein regarding access to and use of the Service. Upon expiration of the Export Period: (a) Customer will not enter Customer Data into the Service, produce or export any reports or data sets from the Service, or otherwise access or use the Service; (b) ALI will delete all Customer Data that contains PII from its live and backup servers as soon as is reasonably practicable; and (c) ALI may use Research Data following expiration of the Term or earlier termination of this Agreement, as provided above in Section 3. The provisions of Sections 3, 8, 9, 10, and 11 will survive the expiration or termination of this Agreement.

9. **Intellectual Property.** ALI owns and retains all right, title, and interest in and to the Service, the Student Materials, and all Intellectual Property Rights (as defined below in this Section 9) embodied therein and related thereto, and nothing in this Agreement shall be interpreted or construed to transfer any right, title, or interest in or to the Service, the Student Materials, or the Intellectual Property Rights in the Service or the Student Materials, to Customer other than to use the Service and the Student Materials as expressly provided in this Agreement. As used in this Agreement, the phrase "Intellectual Property Rights" means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights and moral rights, trade secrets, patent rights, mask work rights, rights in inventions, trademarks, trade names and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).

10. **Limited Warranty and Exclusions.** ALI represents and warrants to Customer that the Service, when properly used and operated, will conform in all material respects to ALI's Documentation. As ALI's sole obligation, and Customer's exclusive remedy, in the event of any breach of the foregoing warranty, ALI shall make reasonable efforts to repair or replace the Service so that it conforms as warranted. The limited warranty set forth in this Section 10 shall not apply in the event that a nonconformity results from (a) a modification to the Service not approved by ALI, (b) Customer's misuse of or damage to the Service, (c) third party supplied software or equipment that has not been certified by ALI as compatible with the Service, (d) upgrades or updates to third-party supplied software or equipment not certified by ALI as compatible with the Service, or (e) Customer's failure to meet its obligations under Section 7.

EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ALI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. CUSTOMER AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ALI, AND ALI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, THAT THE OPERATION OF THE SERVICE WILL BE ERROR-FREE, OR THAT THE CUSTOMER DATA WILL BE FREE FROM CORRUPTION OR LOSS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALI MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCURACY OF INFORMATION AND DATA GENERATED BY CUSTOMER'S USE OF THE SERVICE, NOR REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF CUSTOMER'S EXISTING DATA. NO ACTION AGAINST ALI FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN 120 DAYS FOLLOWING THE TERMINATION OF THIS AGREEMENT.

11. **Limitation of Liability**. IN NO EVENT WILL ALI BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY OR PERSON FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS, REPLACEMENT COSTS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF THE SERVICE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, BREACH OF DUTY, STRICT LIABILITY OR OTHERWISE. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, ALI'S CUMULATIVE LIABILITY FOR ANY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT AND THE SERVICE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER AS PROVIDED IN THE INITIAL PURCHASE ORDER OR SUBSEQUENT PURCHASE ORDERS WITHIN ONE YEAR IMMEDIATELY PRECEDING THE CUSTOMER'S WRITTEN NOTICE TO ALI OF SUCH CLAIM OR DAMAGES.

12. **Partial Invalidity; Conflicting Terms.** If any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. In the event that a term or condition set forth the Initial Purchase Order or any Subsequent Purchase Orders conflicts with a term or condition contained in this Agreement, the provisions of this Agreement will control unless ALI agrees in writing that the conflicting provision in the Initial Purchase Order or the Subsequent Purchase Orders controls.

ACCEPTED and AGREED to by ALI effective as of **July 1, 2020**, by:

/s/ Roland Good
Roland H. Good III, Ph.D., President
Acadience Learning Inc.
859 Willamette St., Suite 320
Eugene, OR 97401

phone: 541-431-6931
fax: 866-211-1450
e-mail: info@acadiencelearning.org

AGREED to by the undersigned Customer on 9/17 (Month and Day), 20 20 (Year).

CUSTOMER AGENCY:

(Signature of Representative Executing Use Agreement)

Douglas D Beeman — Treasurer
(Print Name of Representative Executing Use Agreement) (Title of Representative)

Wadsworth City Schools
(Print name of Customer School District, Private School, or Multi-School Agency)

524 Broad Street
(Mailing Address)

Wadsworth — Ohio — 44281
(City) (State or Province) (Zip or Postal Code)

USA
(Country)

330-336-3571 — dbeeman@wadsworthcsd.org
(Phone) (E-Mail Address)

3910029
(Agency NCES ID, if applicable)

CUSTOMER ACCOUNT MANAGER - The person listed below is the Customer Account Manager who will receive the initial username and password needed to log in and will have full administrative access to the account:

Kristen Rodkey	Coordinator of Testing, Assessment and Data
(Name)	(Title)
Wadsworth City Schools	
(Agency)	
524 Broad Street	
(Mailing Address)	
Wadsworth	Ohio 44281
(City)	(State or Province) (Zip or Postal Code)
USA	
(Country)	
3303351321	krodkey@wadsworthschools.org
(Phone)	(E-Mail Address)
(Staff ID)	

PLEASE TYPE

Stinaff's Inc. - Akron
330/434-2106
#552878 (BWAPRQ)

PROCEDURE FOR REQUISITION APPROVAL:

1. Turn in to Building Principal or your immediate Supervisor.
2. Submit to Asst. Superintendent for approval.
3. Submit to Treasurer for Purchase Order No.

REMARKS:

X Rich Barnett 8/20/2020
REQUISITIONED BY (SIGNATURE)

PURCHASE REQUISITION		
REQUISITION NO.		57996
	APPROVED	DISAPPROVED
PRINCIPAL OR SUPERVISOR		
SUPERINTENDENT		

BOARD OF EDUCATION
WADSWORTH CITY SCHOOL DISTRICT
360 E. College St. • Wadsworth, OH 44281
Phone: 330/336-3571

PURCHASE ORDER NO. ASSIGNED

DATE PUR ORDER NO. APPROVED

VENDOR # PNC Credit Card

SHIP TO

- ( ) ADMINISTRATION OFFICES 360 COLLEGE STREET
- ( ) LINCOLN ELEMENTARY SCHOOL 280 NORTH LYMAN
- ( ) CENTRAL INTERMEDIATE SCHOOL 151 MAIN STREET
- ( ) OVERLOOK SCHOOL 524 BROAD STREET
- ( ) 7/8 WADSWORTH MIDDLE SCHOOL 150 SILVERCREEK
- ( ) VALLEY VIEW SCHOOL 160 W. GOOD AVENUE
- ( ) FRANKLIN ELEMENTARY SCHOOL 200 TAKACS DR.
- (X) WADSWORTH HIGH SCHOOL 625 BROAD STREET
- ( ) ISHAM MEMORIAL SCHOOL 348 COLLEGE STREET
- ( )

ALL: WADSWORTH, OH 44281

CATALOG NO.	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	1		ASB Classroom one year online subscription		$99.00
			(online classroom: teacher has the ONLY account)		
			TERMS can be found at		
			https://asbclassroom.com/terms		
			PRIVACY info is at		
			https://asbclassroom.com/privacy		

VENDOR THIS REQUISITION MUST BE ACCOMPANIED BY A SIGNED PURCHASE ORDER

FUND	FUNCTION	OBJECT	SP. COST CTR.	SUBJECT	GP UNIT	JOB	AMOUNT

600 W COLLEGE #116
SPRINGFIELD, MO 65806
scholasticbroadcasting.com
sales@scholasticbroadcasting.com
417-496-9463

ASB Classroom - Terms of Use & Privacy Policy

Amended for Wadsworth City School District - 09/14/2020

This document represents a unique agreement between The Academy of Scholastic Broadcasting (ASB) and Wadsworth City School District that supersedes the posted terms of use and privacy policy at asbclassroom.com.

ASB CLASSROOM - TERMS OF USE

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Blend Creative, LLC, doing business as Academy of Scholastic Broadcasting ("Academy of Scholastic Broadcasting", "we", "us", or "our"), concerning your access to and use of the http://www.asbclassroom.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes during this academic year so that you may have the opportunity to respond in agreement to those changes.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so

on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

5. Use any information obtained from the Site in order to harass, abuse, or harm another person.

6. Make improper use of our support services or submit false reports of abuse or misconduct.

7. Use the Site in a manner inconsistent with any applicable laws or regulations.

8. Use the Site to advertise or offer to sell goods and services.

9. Engage in unauthorized framing of or linking to the Site.

10. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

11. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

12. Delete the copyright or other proprietary rights notice from any Content.

13. Attempt to impersonate another user or person or use the username of another user.

14. Sell or otherwise transfer your profile.

15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

16. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.

17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.

18. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.

19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

20. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

22. Use a buying agent or purchasing agent to make purchases on the Site.

23. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

24. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

25. Share any ASB Classroom copyrighted content or login capabilities with anyone other than students who attend your school.

USER GENERATED CONTRIBUTIONS

The Site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.

11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

You and the Site agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: http://www.asbclassroom.com/privacy. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be entirely performed within the State of Ohio, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform

regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Blend Creative, LLC

600 W College

116

Springfield, MO 65806

United States

Phone: (417) 812-7373

hello@asbclassroom.com

PRIVACY NOTICE

Thank you for choosing to be part of our community at Blend Creative, LLC, doing business as Academy of Scholastic Broadcasting ("Academy of Scholastic Broadcasting", "we", "us", or "our"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at hello@asbclassroom.com.

When you visit our website http://www.asbclassroom.com (the "Website"), and more generally, use any of our services (the "Services", which include the Website), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our Website), as well as any related services, sales, marketing or events.

Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.

1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In Short: *We collect information that you provide to us.*

We collect personal information that you voluntarily provide to us when you register on the Website, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Website or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the Website, the choices you make and the products and features you use. The personal information we collect may include the following:

Personal Information Provided by You. We collect names; email addresses; and other similar information.

Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by Stripe. You may find their privacy notice link(s) here: https://stripe.com/privacy.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

2. HOW DO WE USE YOUR INFORMATION?

In Short: *We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.*

We use personal information collected via our Website for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.

- **To post testimonials.** We post testimonials on our Website that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and the consent of the testimonial. If you wish to update, or delete your testimonial, please contact us at asbclassroom.com and be sure to include your name, testimonial location, and contact information.

- **Request feedback.** We may use your information to request feedback and to contact you about your use of our Website.

- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.

- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.

- **To send administrative information to you.** We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies. If changes are being made to our terms, conditions, or policies you will be given the opportunity to respond with approval of those changes.

- **To protect our Services.** We may use your information as part of our efforts to keep our Website safe and secure (for example, for fraud monitoring and prevention).

- **To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.**

- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Website.

- **Administer prize draws and competitions.** We may use your information to administer prize draws and competitions when you elect to participate in our competitions.

- **To deliver and facilitate delivery of services to the user.** We may use your information to provide you with the requested service.

- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.

- **To send you marketing and promotional communications.** We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Website, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time.

- **Deliver targeted advertising to you.** We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.

3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

In Short: *We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share your data that we hold based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information in a specific purpose.

- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.

- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.

- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).

- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

In Short: *We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

5. HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: *We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

6. HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: *We aim to protect your personal information through a system of organizational and technical security measures.*

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Website is at your own risk. You should only access the Website within a secure environment.

7. DO WE COLLECT INFORMATION FROM MINORS?

In Short: *We do not knowingly collect data from or market to children under 18 years of age.*

We do not knowingly solicit data from or market to children under 18 years of age. By using the Website, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Website. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at asbclassroom.com.

8. WHAT ARE YOUR PRIVACY RIGHTS?

In Short: *In some regions, such as the European Economic Area, you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.*

In some regions (like the European Economic Area), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you are resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you are resident in Switzerland, the contact details for the data protection authorities are available here: https://www.edoeb.admin.ch/edoeb/en/home.html.

If you have questions or comments about your privacy rights, you may email us at hello@asbclassroom.com.

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

- Log in to your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with applicable legal requirements.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Website. To opt-out of interest-based advertising by advertisers on our Website visit http://www.aboutads.info/choices/.

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list – however, we may still communicate with you, for example to send you service-related emails that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. To otherwise opt-out, you may:

- Access your account settings and update your preferences.

9. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage, no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

In Short: *Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.*

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Website, you have the right to request removal of unwanted data that you publicly post on the Website. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Website, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g. backups, etc.).

CCPA Privacy Notice

The California Code of Regulations defines a "resident" as:

(1) every individual who is in the State of California for other than a temporary or transitory purpose and

(2) every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as "non-residents."

If this definition of "resident" applies to you, certain rights and obligations apply regarding your personal information.

What categories of personal information do we collect?

We have collected the following categories of personal information in the past twelve (12) months:

CategoryExamplesCollected

A. IdentifiersContact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address and account name
YES

B. Personal information categories listed in the California Customer Records statuteName, contact information, education, employment, employment history and financial information
YES
C. Protected classification characteristics under California or federal lawGender and date of birth
NO
D. Commercial informationTransaction information, purchase history, financial details and payment information
NO
E. Biometric informationFingerprints and voiceprints
NO
F. Internet or other similar network activityBrowsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems and advertisements
NO
G. Geolocation dataDevice location
NO
H. Audio, electronic, visual, thermal, olfactory, or similar informationImages and audio, video or call recordings created in connection with our business activities
NO
I. Professional or employment-related informationBusiness contact details in order to provide you our services at a business level, job title as well as work history and professional qualifications if you apply for a job with us
NO
J. Education InformationStudent records and directory information
NO
K. Inferences drawn from other personal informationInferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics
NO

We may also collect other personal information outside of these categories in instances where you interact with us in-person, online, or by phone or mail in the context of:

Receiving help through our customer support channels

Participation in customer surveys or contests; and

Facilitation in the delivery of our Services and to respond to your inquiries

How do we use and share your personal information?

More information about our data collection and sharing practices can be found in this privacy notice.

You may contact us by email at hello@asbclassroom.com, or by referring to the contact details at the bottom of this document.

If you are using an authorized agent to exercise your right to opt-out, we may deny a request if the authorized agent does not submit proof that they have been validly authorized to act on your behalf.

Will your information be shared with anyone else?

We may disclose your personal information with our service providers pursuant to a written contract between us and each service provider. Each service provider is a for-profit entity that processes the information on our behalf.

We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" of your personal data.

Blend Creative, LLC has not disclosed or sold any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. Blend Creative, LLC will not sell personal information in the future belonging to website visitors, users and other consumers.

Your rights with respect to your personal data

Right to request deletion of the data - Request to delete

You can ask for the deletion of your personal information. If you ask us to delete your personal information, we will respect your request and delete your personal information, subject to certain exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation or any processing that may be required to protect against illegal activities.

Right to be informed - Request to know

Depending on the circumstances, you have a right to know:

whether we collect and use your personal information;

the categories of personal information that we collect;

the purposes for which the collected personal information is used;

whether we sell your personal information to third parties;

the categories of personal information that we sold or disclosed for a business purpose;

the categories of third parties to whom the personal information was sold or disclosed for a business purpose; and

the business or commercial purpose for collecting or selling personal information.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights

We will not discriminate against you if you exercise your privacy rights.

Verification process

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with the information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g. phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. If, however, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity, and for security or fraud-prevention purposes. We will delete such additionally provided information as soon as we finish verifying you.

Other privacy rights

- you may object to the processing of your personal data
- you may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the data

- you can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.

- you may request to opt-out from future selling of your personal information to third parties. Upon receiving a request to opt-out, we will act upon the request as soon as feasibly possible, but no later than 15 days from the date of the request submission.

To exercise these rights, you can contact us by email at hello@asbclassroom.com, or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

11. DO WE MAKE UPDATES TO THIS NOTICE?

In Short: *Yes, we will update this notice as necessary to stay compliant with relevant laws.*

We may update this privacy notice from time to time. If any updates are made during the current academic year, we will notify you and give you the opportunity to approve the changes.

12. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at asbclassroom.com or by post to:

Blend Creative, LLC
600 W College
STE 116
Springfield, MO 65806
United States

HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: http://www.asbclassroom.com. We will respond to your request within 30 days.

SAT Suite of Assessments Terms and Conditions

These terms and conditions govern your administration of **SAT® School Day, PSAT/NMSQT®, PSAT™ 10, and PSAT™ 8/9.**

Term and Termination. This Agreement commences on July 1, 2020 and will expire on June 30, 2021 ("Term"). If either party breaches any of the provisions of this Agreement, either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties, Ownership, or Confidentiality provisions, then College Board shall have the right to terminate this Agreement immediately.

Rights After Termination. If this Agreement is terminated for any reason, Client shall; (a) immediately cease all use of the Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

Partial Payment Upon Termination. Client will compensate College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

Availability of Deliverables. In addition to its rights hereunder, College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

Fees and Payment. Client shall pay fees for the assessments and deliverables furnished during the 2020-21 implementation year. Unless otherwise indicated, payment terms are Net 30.

If the Client is using federal funds to pay for all or a portion of the Deliverables furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

Representations and Warranties

(i) Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

(ii) College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

(iii) College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

Ownership of Intellectual Property. College Board is the exclusive owner of all rights in and to the SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement, including all copyrights, trademarks[1], trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all exams referenced in this section are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Test Booklets - Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board.

SAT Suite of Assessments Terms and Conditions

These terms and conditions govern your administration of **SAT® School Day, PSAT/NMSQT®, PSAT™ 10, and PSAT™ 8/9**.

Term and Termination. This Agreement commences on July 1, 2020 and will expire on June 30, 2021 ("Term"). If either party breaches any of the provisions of this Agreement, either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties, Ownership, or Confidentiality provisions, then College Board shall have the right to terminate this Agreement immediately.

Rights After Termination. If this Agreement is terminated for any reason, Client shall; (a) immediately cease all use of the Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

Partial Payment Upon Termination. Client will compensate College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

Availability of Deliverables. In addition to its rights hereunder, College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

Fees and Payment. Client shall pay fees for the assessments and deliverables furnished during the 2020-21 implementation year. Unless otherwise indicated, payment terms are Net 30.

If the Client is using federal funds to pay for all or a portion of the Deliverables furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

Representations and Warranties

(i) Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

(ii) College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

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Partial Payment Upon Termination. Client will compensate College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

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Test Booklets - Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board.

Terms of Use

Wadsworth City Schools

These terms and conditions of use apply exclusively to the access to and use of the HearBuilder website (hereinafter the 'Website') by Users and Licensees under the jurisdiction of **Wadsworth City Schools** and do not alter in any way the terms and conditions of any other agreement you may have with Super Duper Publications (hereinafter 'Super Duper') for products, services or otherwise.

If you do not agree with any of these terms, do not access or otherwise use this Website or any information or materials contained on the Website. Your use of the Website shall be deemed to be your agreement to abide by each of the terms set forth below.

Terms & Conditions of Use Policy

This Terms and Conditions of Use (hereinafter 'Terms of Use') Policy should be read together with Super Duper's Privacy Policy, which forms a part of this policy.

Website Terms of Use

Use of the Service and the Website by Licensee and each User is subject to Super Duper's Terms of Use attached. Licensee shall be responsible for ensuring that each User complies with the Terms of Use.

Access to Service

Licensee will access the Service through the Website. Super Duper will provide to the Licensee a unique user name and password. Licensee shall have the unlimited right to use the Service throughout the Term, subject to any periods of service interruption resulting from upgrades or modifications to the Website, technical problems, or causes beyond Super Duper's control.

System Requirements

Licensee and each User must have access to the World Wide Web and must provide all equipment and pay all fees necessary for such access. Licensee acknowledges that it is familiar with Super Duper Publications' system requirements and that it has or will obtain the necessary hardware and software.

Copyright Protections

The Website and Super Duper's products are protected by copyright as collective works and/or compilations, and, other than certain materials which may comprise a portion of the public domain, all materials contained on the Website (collectively, 'Content') and any other materials provided by Super Duper in connection with HearBuilder (including, without limitation, all documentation that may be provided to subscribers of HearBuilder) are protected by copyright, pursuant to U.S. copyright laws, international conventions, and other copyright and

other proprietary rights and laws, and are owned or controlled by Super Duper Publications. A visitor to the site or registered user of HearBuilder Online (a 'Licensee') shall have the limited right to print and copy reasonable portions of the Content for use only in classrooms at a registered site or for personal use only, in each case provided that Licensee maintains any copyright and other notices contained therein. Copying, storing, modifying, transferring, reproducing, creating new works from or otherwise using or exploiting any Content other than as provided in the previous sentence without the prior written consent of Super Duper is expressly prohibited. In no event shall Licensee use or exploit any Content for any commercial purpose whatsoever. HearBuilder, and certain other names, marks and logos contained on the Website or otherwise used in connection with HearBuilder Online are trademarks, service marks or trade names of Super Duper and may not be used by Licensee without the express prior written consent of Super Duper. Licensee shall not have any rights to any software used in connection with the Website or HearBuilder. Any rights not expressly granted herein are reserved.

Privacy Protection for Children

No part of the Website is specifically structured to attract children under the age of 13, except as a student under the guidance and supervision of an adult. Parental/Guardian consent is required in order for any child under 13 years of age to submit personal information to the Website and before Super Duper will use or disclose that Personal Information. Only a parent, guardian, or authorized teacher/educator or administrator may register a child for access to HearBuilder. If you are a teacher/educator, school administrator, tutor or similar party, entering information about a child, you represent that you have proper authority to submit the child's personal information, ~~and agree to hold Super Duper harmless from any and all claims relating to the acceptance and use of such information.~~

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Termination of Service

Super Duper retains the right, at its discretion, to terminate the Service at any time and to discontinue any and all services, products, or other goods that may or may not have entered the stream of commerce associated with the Service. Users and Licensees will be given notice of Service termination in a reasonable amount of time of no greater than 120 days in the event of termination of the Service. Any disputes, controversies or differences that arise from Super Duper's termination of service shall be governed by the terms of dispute agreed to in the Terms of Use.

~~Warranties~~

~~THE WEBSITE AND HEARBUILDER, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE OR HEARBUILDER, ARE PROVIDED 'AS IS.' TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SUPER DUPER AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE. FURTHER, SUPER DUPER AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OF IMPLIED WARRANTIES,~~

9/3/2020 9/24/20
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~~INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPER DUPER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR HEARBUILDER OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NONE OF SUPER DUPER OR ANY OF ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE FOR THE USE OF THE WEBSITE OR HEARBUILDER, INCLUDING, WITHOUT LIMITATION, THE CONTENT THEREOF AND ANY ERRORS CONTAINED THEREIN. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE IS SOLELY RESPONSIBLE AND LIABLE FOR THE USE OF THE WEBSITE AND HEARBUILDER BY EACH USER (INCLUDING, WITHOUT LIMITATION, FOR ENSURING THE APPROPRIATENESS OF THE CONTENT OF THE WEBSITE AND HEARBUILDER FOR EACH USER). IN NO EVENT SHALL SUPER DUPER BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE, PERFORMANCE OR CONTENT OF THE WEBSITE OR HEARBUILDER, WHETHER BASED ON ANY THEORY OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUPER DUPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUPER DUPER'S LIABILITY FOR DAMAGES TO LICENSEE EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY LICENSEE TO SUPER DUPER HEREUNDER DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH CLAIM FOR DAMAGES AROSE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.~~

9/3/2020 9/24/20

Disputes

These Terms shall be governed and construed in accordance with the State of ~~Mississippi~~ Ohio and the laws of the United States. Users and Licensees consent to the exclusive jurisdiction of the state courts and U.S. federal courts located in ~~Greenville, South Carolina~~ Montrue County, Ohio for any dispute arising out of this Agreement.

9/24/20 9/3/2020

Last Updated: 08/05/2020

Privacy Policy

Super Duper, Inc. ("Super Duper") is strongly committed to protecting your privacy. This Privacy Policy was developed to give you a full understanding of terms and conditions relating to the handling of certain personal identifying information ("PII") that may be collected by Super Duper.

This Privacy Policy applies to PII collected on websites, applications, or other web-based environments (including mobile applications) provided and hosted by Super Duper providing access to HearBuilder Online ("HearBuilder") for your school, school district, hospital, or other organization ("Organization").

This Privacy Policy pertains only to PII that Super Duper collects from you or that is provided to us by the Organization. PII is information that identifies a particular individual, such as a person's first and last name, e-mail address, and phone number.

This Privacy Policy applies only to the Super Duper practices regarding PII collected that is processed and hosted by Super Duper and NOT to sites hosted by the Organization or another third party. The Organization has control over who can register for use of various features of HearBuilder and who can access the PII posted or maintained by HearBuilder. The Organization can also add content and information directly into HearBuilder. The Organization may have its own policies addressing collection, use, and sharing of PII. For information about whether this Privacy Policy applies to you and about the Organization's own policy, please contact the Organization.

Information we collect when hosting HearBuilder

You may visit certain aspects of HearBuilder without registering. Registration, however, will give you access to certain features as well as the ability to personalize certain features. An individual who seeks access to HearBuilder, or who seeks to correct, amend, or delete inaccurate data, should direct any query to the Organization. If the Organization requests Super Duper to remove the data, we will respond to the request within 30 days. Before a child under 13 may access features that require registration, the Organization must first obtain any necessary parental consent. After all necessary consent is received by the Organization, the Organization is responsible for providing parent access to the child's information so the parent may, at any time, review, request modifications to, or request deletion of the child's PII. A parent also has the right to refuse further collection of the child's information, subject to the Organization's policies and procedures in this regard. If you have questions regarding registration, please contact the Organization.

Super Duper collects and subsequently processes PII in two ways:

1. **Self-Registration.** If you choose to become a registered user, on behalf of the Organization, we will ask for PII from you through the HearBuilder onboarding process. After we collect this

information from you, it may be verified by the Organization. Children under 13 years of age are not allowed to register themselves with HearBuilder. Since we are collecting PII from students for the use and benefit of the Organization, all information collected by Super Duper is verified for compliance with applicable laws (such as COPPA) by the Organization directly and not by Super Duper. If you feel your child under 13 years of age has registered on HearBuilder without your permission, please contact the Organization directly.

2. **Pre-Registration.** You may be pre-registered by the Organization in one of two ways. Either way, the Organization may not share PII for children under 13 years of age with Super Duper without first receiving the necessary parental consent as described above. The two means of pre-registration are:
    a. Your Organization may share registration information with Super Duper, either manually or via an authorized third-party system feed. Super Duper would conduct an import of this registration information.
    b. An Organization-designated individual may input registration information for you.

Regardless of the way you are registered, various types of information are collected during registration. Some information is required, such as First and Last Name, Email Address, User Name, and Password. These fields are labeled to indicate that they are required. Other information is optional such as Title, Address, City, State, ZIP Code, and Phone. Your Organization may elect to provide certain optional information on your behalf in order to use certain features and functions of HearBuilder.

After registration, the lead administrator for the Organization ("Site Administrator") may decide to assign to you a role(s) or group(s). Based upon your designated role(s) or group(s), you may have access to additional information or services. If you have questions concerning your role(s) or group(s), please contact the Organization.

Information collected for self-registration or pre-registration may also be used to:

(1) provide Organization-related notifications and other information,
(2) provide you with important information about HearBuilder, such as updates or notices,
(3) improve our product and services,
(4) improve customer service,
(5) create a profile for you, and/or
(6) in aggregate, guide our marketing efforts.

No PII will be shared with third parties except to the extent expressly described in this Privacy Policy and otherwise in accordance with applicable law.

Additional information that you provide to us

Additional information may be provided to us in other situations, for example, in connection with a customer support request. The goal of collecting this additional information is to serve you more effectively and efficiently.

You or the Organization may provide us with your or your child's login credentials for certain software applications and web services in order to facilitate single sign-on access to these applications and services. These login credentials may include the username, password, and any other required information that you selected or were supplied in order to access certain applications and web services.

As noted below, we may also ask you to provide us with voluntary survey information to help us improve our products and services.

Information from the Organization

The Organization can control which individuals can be registered to use certain HearBuilder features and which individuals or groups are granted privileges to access, view, or use PII collected, exchanged, or maintained on HearBuilder. The Site Administrator can also access your PII and grant rights of access to others, as it deems appropriate. The Organization may also provide Super Duper with the registration information and login credentials described above, as well as with other information about you that it deems appropriate. Please contact the Organization regarding its policies and/or practices in this regard.

Information collected through technology

As noted below, we may also collect cookies, device information, and web beacons in the course of your use of our technology.

Privacy of children; Privacy of students

Super Duper is dedicated to the privacy of children under 13 years of age. We do not process or collect from children more PII than is needed to access services. The Organization is responsible for obtaining all parental consent necessary for collection of PII from children under 13. Super Duper presumes that such consent has been obtained by the Organization by virtue of the Organization having retained Super Duper to provide HearBuilder and related services.

Super Duper will not share any PII about children with any third parties other than as specified in this Privacy Policy.

As a parent or legal guardian for children under 13, you may review your child's PII. After your child's parental consent is submitted, an individual at the Organization will supply you with your child's credentials so that you may access and review the types of PII collected from your child. If you would like to refuse to allow any further collection or use of your child's information, please contact the

Organization or Super Duper. If the request is made to Super Duper, we will look to the Organization to validate the request and respond accordingly.

Super Duper is dedicated to maintaining the privacy of all students, whether under 13 or older, in accordance with applicable laws. In this regard, we will maintain any and all PII in education records that come into the possession of Super Duper in accordance with the requirements of the **Family Educational Rights and Privacy Act** ("FERPA"), and will not disclose such information to third parties except with the consent of a parent, the Organization, or an eligible student (as applicable), unless otherwise permitted under FERPA and its associated regulations.

How we use information collected

User account

Super Duper does not associate information that we collect through log files or third parties with your user account. The information is provided voluntarily by you or the Organization during registration. A user account is stored information that gives you access to certain features as well as the ability to personalize certain features. Your user account can only be accessed and used by you (including, where applicable, your parent or guardian), the Site Administrator, and restricted personnel of Super Duper and its contractors.

Cookies and web beacons; "do not track" signals

A cookie is a piece of data stored on your computer tied to information about you. The only PII a cookie can contain is information you supply. Super Duper uses session or dynamic cookies, e-tags, and scripts to let us know when a user is signed in. Once you close your browser, the cookie simply terminates. We may use web beacons (single-pixel gifs) to count visitors.

When you are signed in and depending on your assigned role(s), additional services become available through our menu system. Again, depending on your assigned role(s), cookies may offer the following benefits after Sign-In:

1. A personalized salutation greeting
2. Content tailored to your role(s)
3. Use of services that require Sign-In
4. Session time-out, a security feature

Note that Super Duper and/or your Organization may engage with third parties to enable certain functionality or usage analytics, and such third parties may use cookies, e-tags, beacons, and scripts. For example, Google Analytics may be used to track visitor activity on HearBuilder. The use of third-party cookies is not covered by this Privacy Policy because Super Duper does not have access to or control of these cookies.

As true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider

(ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We do not link this automatically collected data to other information we collect about you.

Device Information

We may collect and store device-specific information (such as unique device identifiers) in order to facilitate the delivery of push notifications to mobile devices. In this regard, we may associate your device identifier with your Super Duper account. This device information may also be collected and stored by certain of our trusted contractors or service providers, subject to the applicable terms of this Privacy Policy related to the sharing of information with such trusted third parties.

Communications from the site

Service announcements

From time to time, it may be necessary for Super Duper to send out a service-related announcement. For instance, if our service is temporarily suspended for maintenance, we might send you a notification email. Users cannot opt-out of these communications, though they can delete their account. These communications are not promotional in nature.

Data retention

When you or the Site Administrator deletes your account, the information contained in your user account is no longer available except to the extent it is backed up as described below. We do not retain your data on behalf of the Organization except as necessary to provide the service requested, comply with our legal obligations, resolve disputes, and enforce our agreements, all in compliance with applicable laws. We also back up information in accordance with industry standard practices and as directed by the Organization.

Customer service

As necessary, Super Duper may communicate with you through email, phone, or online to provide requested services and in regards to account-related issues on behalf of the Organization.

Sharing of information

When required by law

Though we make every effort to preserve your privacy, we may need to disclose PII when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order, or legal process served on HearBuilder.

Administrative privileges

Users who have been assigned administrative privileges by the Organization have access to all registered user information strictly and solely on their implementation of HearBuilder. Contact the Organization for more information regarding who has been assigned these privileges and how this assigning process works.

Business transitions

In the event that Super Duper goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, your PII could be part of the assets transferred. You will be notified by a prominent notice prior to a change of ownership or control of your PII. For more information, see the Privacy Policy Statement Changes section in this document.

Service providers

From time to time, Super Duper may retain trusted businesses and contractors to provide certain services that support our provision and hosting of HearBuilder or otherwise support the operation of the associated online services. We may also contract with trusted third parties to provide complimentary products or services that may be integrated with, linked to (either via a website link or otherwise), or accessible from (such as through single sign-on functionality) HearBuilder.

Businesses and contractors who have access to PII are required to protect this information in a manner that is consistent with this Privacy Policy, for example, by not using the information for any purpose other than to carry out the services they are performing for us or to facilitate access to an integrated service offering.

We will not disclose your PII to any third party to the extent prohibited by law.

Compliance with laws

Super Duper complies with the requirements of COPPA, CIPA, and FERPA to the extent that these laws apply to the information collected and maintained by Super Duper. Accordingly, notwithstanding anything to the contrary in this Privacy Policy, we will not collect, use or disclose PII covered by COPPA, CIPA, and FERPA except in compliance with the respective requirements of each of these statutes and their associated regulations. We will also comply with all other applicable laws that govern the information that it maintains.

If you have any inquiries regarding our partners' privacy practices or how they use your child's PII, please contact us directly at 1-800-277-8737 or by emailing privacy@superduperinc.com.

Terms that apply to all PII collected

Modifications to PII

There are three ways PII can be modified:

1. If your PII changes, or if you no longer want a user account on HearBuilder, you or your Site Administrator may update or delete your PII in your account.
2. Site Administrators can modify PII. These Administrators have access only to their Organization's user information. For children under 13 years of age, the Organization is responsible for first validating receipt of verifiable parental consent.

3. If you have any other requests related to the modifications or deletion of your PII, please contact the Site Administrator or Super Duper. If the request is made to Super Duper, we will look to the Organization to validate the request and respond accordingly.

Data deletion

If services are terminated, by either party, for any reason, Super Duper agrees to permanently delete all data and provide written verification confirming permanent deletion. Otherwise, all account information is deleted automatically from the system 60 days after the HearBuilder expiration date has lapsed.

Upon deletion, neither Super Duper nor Organization will be able to restore deleted data.

Surveys and feedback forms

From time to time, Super Duper may request information from you through surveys or feedback forms. Participation is voluntary. Information collected is used for the purposes of improving our product and services and understanding our audience.

No PII collected in this manner will be used or disclosed except in compliance with this Privacy Policy.

Security

Super Duper takes security seriously and employs reasonable security measures and procedures designed to protect your information from unauthorized access and improper use. Only employees, trusted contractors supporting the operation of HearBuilder, and other third-party partners and contractors as generally described in this Privacy Policy have access to PII. These individuals and entities shall be bound to protect the information appropriately.

Super Duper servers that store PII are maintained in a physical environment that utilizes industry-standard security measures. PII is stored in password-controlled servers with limited access. When you enter sensitive information (such as login credentials), we encrypt the transmission of that information using secure socket layer (SSL) technology.

Be aware though that, despite our diligent efforts and implementation of reasonable security measures, no security measures are perfect or impenetrable and no data transmissions over the Internet can be guaranteed to be 100% secure. If you have any questions about the security of HearBuilder, please email us at security@superduperinc.com.

In addition, as noted above, the Organization has the ability to control the collection, use, and dissemination of PII maintained or processed through HearBuilder. Contact the Organization for information regarding their security provisions.

Privacy Policy statement changes

If we change this Privacy Policy, we will post the revised Privacy Policy, with an updated effective date, to HearBuilder by way of a link to: http://www.hearbuilder.com/privacy-policy/.

We encourage you to periodically review this Privacy Policy by visiting HearBuilder and clicking on the Privacy Policy link to stay informed about how we are collecting, using, and sharing PII.

9/3/2020
We need to approve changes and advise you
9/23/20 AW

Usage implies consent

By using HearBuilder, you consent to this Privacy Policy. If you do not agree to this Privacy Policy, please do not use HearBuilder. Similarly, with respect to PII that you provide voluntarily and we collect on behalf of the Organization (such as name, address, and phone number in order to create an account), please do not submit such information if you do not want Super Duper to collect and maintain it.

Additional limitations

Despite our best efforts, no security measures are perfect or impenetrable. In this regard, we are not responsible for events or conditions beyond our reasonable control to the extent that they relate to or impact the obligations assumed, or commitments made, hereunder. However, in the event of any data breach or other violation of this Privacy Policy caused by factors outside of our reasonable control, we will comply with all applicable laws in this regard, including those requiring notification in the event of certain defined data breaches.

International users

As Super Duper is a U.S.-based company, your PII will likely be collected and maintained in the United States. If you are visiting from the European Union or other regions with laws governing data collection and use that may be different from U.S. law, then by using HearBuilder, you consent to your PII being collected, used, and transferred as set forth in this Privacy Policy.

Contact information

Super Duper takes privacy issues very seriously. If you have any questions, suggestions or concerns regarding this Privacy Policy, please contact us at:

Super Duper, Inc.
ATTN: Privacy Officer
5201 Pelham Road
Greenville, SC 29615 USA

Phone: 1-800-277-8737
Email: privacy@superduperinc.com

Barberton City Schools

Building a Better Barberton – One Student at a Time!

www.barbertonschools.org

Administration Building
633 Brady Ave.
Barberton, Ohio 44203
Phone: 330.753.1025
Fax: 330.848.0884

Barberton High School
555 Barber Rd.
Barberton, Ohio 44203
Phone: 330.753.1084
Fax: 330.848.5517

Barberton Middle School
477 Fourth St. NW
Barberton, Ohio 44203
Phone: 330.745.9950
Fax: 330.745.9962

Barberton Elementary East
292 E. Robinson Ave.
Barberton, Ohio 44203
Phone: 330.745.5492
Fax: 330.745.8378

Barberton Elementary West
1151 Shannon Ave.
Barberton, Ohio 44203
Phone: 330.825.2183
Fax: 330.825.2195

Barberton Preschool
633 Brady Ave.
Barberton, Ohio 44203
Phone: 330.780.3208
Fax: 330.780.2043

Interagency Agreement

Barberton City Schools and Wadsworth City Schools – Sacred Heart of Jesus

Non-Public Title I

The goal of this interagency agreement is to provide Title I reading intervention services to identify students who have a home district of Barberton City Schools. In accordance with the Title I application and guidelines, services will be provided to students who qualify.

Barberton 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. School Year 2020-21 amount is $2,403.76.
- Confirm home district status for all identified Sacred Heart of Jesus Catholic 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 Catholic 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.

Barberton City Schools, Wadsworth City Schools, and Sacred Heart of Jesus Catholic School agree to the above procedures for the operation of the Title I intervention program for the 2020-2021 school year.

Barberton City Schools

Building a Better Barberton – One Student at a Time!

www.barbertonschools.org

For Barberton City School District:

9/22/20
Treasurer Date

9/21/20
Superintendent Date

For Wadsworth Local School District:

9/23/20
Treasurer Date

Superintendent Date

Administration Building
633 Brady Ave.
Barberton, Ohio 44203
Phone: 330.753.1025
Fax: 330.848.0884

Barberton High School
555 Barber Rd.
Barberton, Ohio 44203
Phone: 330.753.1084
Fax: 330.848.5517

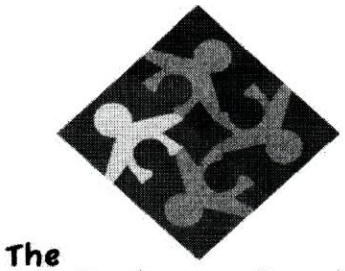
Barberton Middle School
477 Fourth St. NW
Barberton, Ohio 44203
Phone: 330.745.9950
Fax: 330.745.9962

Barberton Elementary East
292 E. Robinson Ave.
Barberton, Ohio 44203
Phone: 330.745.5492
Fax: 330.745.8378

Barberton Elementary West
1151 Shannon Ave.
Barberton, Ohio 44203
Phone: 330.825.2183
Fax: 330.825.2195

Barberton Preschool
633 Brady Ave.
Barberton, Ohio 44203
Phone: 330.780.3208
Fax: 330.780.2043





KidsLink School
899 Frost Road
Streetsboro, OH 44241
330-963-8600
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Wadsworth School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Wadsworth School District agrees to purchase therapeutic services (hereinafter "placement') from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Wadsworth School District's team responsibility is to evaluate and provide the most up to date "ETR"and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of $165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the
IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate therapeutic, behavioral and academic services to the student, communication between the family and KidsLink School is very important.

KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his therapeutic, behavioral and academic services. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length).
The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin October 26, 2020 and end August 31, 2021. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from
9/1/2020 to 8/31/2021. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice, unless there are clear identified behaviors causing significant danger or injury to staff or students for which the district and the family has been aware of for at least 2 weeks

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

[redacted] **- $83,380.00/year**
- $70,039.20 (prorated for 10/26 start date)
- $ 416.90/day (On site and Virtual)

Which will be billed in (10) installments of $7,003.92. 1st invoice will be November 1, 2020. Invoices will be sent on the 15th of the previous month with payment due by the 15th of the month of service. There will be a $100 discount for payments postmarked by the 1st of each month. The final bill for this contract will be August 1st of 2021.

All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of this agreement between KidsLink and the District supersede any other agreement for educational services to be provided to the applicable student during the term of this agreement.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.

Jocelyn Steib /klm

9/23/2020

KidsLink School, LLC – **DIRECTOR** Date

Wadsworth School District's Representative Date

By:

ManageEngine

ZOHO Corporation
4141 Hacienda Drive
Pleasanton,CA,USA,94588
Phone : +1-925-924-9500
Fax : +1-925-924-9600
http://www.manageengine.com

PART NO	Description	Quantity	Amount
87026.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 1 Domain (Unrestricted Objects) with 3 help desk Technician	1	2312.0
Grand Total (US $)			2312.0

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Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

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100% is due to ZOHO Corp after downloading the software with an official software keythat is provided by ZOHO Corp.

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(b) Please refer to ZOHO Corp Software Licensing Terms. ZOHO Corp will be pleased to send you a copy on request

5. Price of the software are exclusive of tax, fees or levies.

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Zoho has the right to audit your Use of the Licensed Software by providing at least seven (7) days prior written notice of its intention to conduct such an audit at your facilities during normal business hours.

8. CONFIDENTIALITY:

The Licensed Software contains proprietary information of Zoho that are protected by the laws of the United States and you hereby agree to take all reasonable efforts to maintain the confidentiality of the Licensed Software. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by you who come into contact with or access the Licensed Software, and to use reasonable efforts to ensure their compliance with such terms and conditions, including but not limited to, not knowingly permitting such persons to use any portion of the Licensed Software for a purpose that is not allowed under this Agreement.

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10. LIMITATION OF LIABILITY:

9/9/2020 MB

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Zoho agree to indemnify and defend you from and against any and all claims, actions or proceedings, arising out of any claim that the Licensed Software infringes or violates any valid U.S. patent, copyright or trade secret right of any third party; so long as you provide; (i) prompt written notice to Zoho of such claim; (ii) cooperate with Zoho in the defense and/or settlement thereof, at Zoho's expense; and, (iii) allow Zoho to control the defense and all related settlement negotiations. The above is Zoho's sole obligation to you and shall be your sole and exclusive remedy pursuant to this Agreement for intellectual property infringement.

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12. TERMINATION:

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying or returning to Zoho all copies of the Licensed Software in your possession. Zoho may terminate this Agreement for any reason, including but not limited to your breach of any of the terms of this Agreement. Upon termination, you shall destroy or return to Zoho all copies of the Licensed Software and certify in writing that all know copies have been destroyed. All provisions relating to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive the termination of this Agreement.

13. GENERAL:

If you are a resident of the United States or Canada, this Agreement shall be governed by and interpreted in all respects by the laws of the State of ~~California~~ Ohio, without reference to conflict of laws' principles, as such laws are

9/9/2020 MB

Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonable effect the intention of the parties. You shall not export the Licensed Software or your application containing the Licensed Software except in compliance with United States export regulations and applicable laws and regulations.

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CONTRACT FOR SERVICES
SUPERVISED BY LOCAL EDUCATION AGENCY

This **AGREEMENT** is entered into this September 14, 2020 between **Wadsworth City Schools,** Wadsworth, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and **Metropolitan Regional Service Council (MRSC)**, Cuyahoga Falls, Ohio (hereinafter referred to as "MRSC").

1. MRSC shall provide to the LEA, the following services for the duration indicated (hereinafter referred to as "the Service":

   Provide employment services from September 16, 2020 – June 30, 2021, at the cost of salary and benefits, plus any other costs incurred in the employment of the individual(s) to upon written request of the LEA.

2. MRSC shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider"). The salary or wage rate to be paid to the Service Provider by MRSC shall be agreed upon between the LEA and MRSC, and the LEA shall reimburse MRSC for said compensation by the end of the term indicated above in paragraph 1.

3. MRSC shall provide the Service Provider any and all fringe benefits – including, but not limited to, vacation leave, sick leave, severance, paid holiday leave, personal leave, cell phone, and any other fringe benefit provided by MRSC – for which the Service Provider qualifies under MRSC policies as may be amended from time to time, MRSC administrative guidelines as may be amended from time to time, any and all applicable MRSC job description(s) as may be amended from time to time, any and all employment contracts as may be amended from time to time, and any and all applicable state and federal laws.

4. The LEA shall promptly reimburse MRSC for any and all fringe benefits – including, but not limited to, vacation leave, sick leave, paid holiday leave, personal leave, severance, unemployment compensation and any other fringe benefit provided by MRSC – paid by MRSC to the Service Provider or incurred by MRSC in connection with the provision of the Service. The LEA shall pay a fiscal fee of **5%** of the MRSC's cost to provide said service(s).

5. MRSC shall reimburse the Service Provider at the then-current IRS rate for mileage expenses of regular travel incurred while providing the Service to the LEA, in accordance with MRSC policy and as approved by the Executive Director; and the LEA shall reimburse MRSC for said mileage reimbursement.

6. MRSC shall assign the Service Provider exclusively to the LEA during the term specified in paragraph 1, above.

7. The LEA shall provide all supplies, materials, equipment, clerical support, staff development and workspace for the Service Provider. The need for such items shall be determined by the LEA.

~~8. The LEA shall pay any legal expenses incurred by either party as a result of the arrangement envisioned by this Agreement, including but not limited to claims or causes of action asserted by: 1) the Service Provider, for instance in connection with his/her employment, 2) another individual~~ 9/25/2020 BD

~~or entity that is not a party to this Agreement. However, the LEA shall pay only its own legal expenses when such legal expenses are the result of a claim or cause of action asserted by the LEA against MRSC or by MRSC against the LEA.~~ 9/25/2020

9. The LEA shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.11 Ohio Revised Code and the policies of the MRSC.

10. The LEA shall determine the work schedule and work rules of the Service Provider.

11. The Service Provider shall follow MRSC policies concerning wage and benefits.

12. The Service Provider shall follow the work rules established by the LEA, including but not limited to, reporting procedures and working conditions.

13. The Service Provider shall follow the LEA's policies with respect to calamity days.

14. The Service Provider shall report times worked in the manner prescribed by the LEA and MRSC and complete the necessary MRSC leave forms when necessary.

15. This contract may be terminated by either party, without cause, upon 60 days' written notice to the other party.

16. This agreement shall renew for one year unless either party gives notice as referenced above.

METROPOLITAN REGIONAL SERVICE COUNCIL

By: _____
Title: Executive Director
Date: _____

By: _____
Title: Fiscal Officer
Date: _____

WADSWORTH CITY SCHOOLS

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

[redacted] Salary & Benefits FY20		
	Employee	**Board**
Pro-Rated Salary	$26,835.21	
SERS		$3,756.93
Life Ins		$87.97
Worker's Comp		$158.70
Medicare		$389.11
Monthly Cell Phone (10 months)		$500.00
TOTAL	$26,835.21	$4,892.71
TOTAL Salary & Benefits	$31,727.92	
5% Fiscal Services Fee	$1,586.40	
Estimated LEA Expenses	$33,314.32	

Today's Class

Quote For Services

Melior-Delaware, Inc DBA Today's Class
PO Box 381626
Birmingham, AL 35238
Phone: 877.224.0435 (Option 2)
Fax: 205.970.0072
Email: info@todaysclass.com

Order No. 16212
Period: 8/28/2020 through 8/28/2021
Date Created: 8/28/2020 11:03:15 PM
Quote Expires: 11/26/2020

Bill To: Wadsworth HS
Attn: Pete Alexander
625 Broad Street
Wadsworth , OH 44281
330-618-2872

Quantity	Licenses	Unit Price	Program Total
1	Automotive - Up to 50 students	$3,250.00	$3,250.00
1	Workplace Readiness Skills	$0.00	$0.00

License Total:
$3,250.00

Notes:

Today's Class – 1 year License for 1 site for the above referenced license period for Automotive for:

Wadsworth High School (OH)
625 Broad Street, Wadsworth, OH 44281

** This license is for a total of 50 students during the one year license**

*End of Program Exams for: Advanced Electrical, Automotive Service, Brakes, Electrical, Engine Performance and Steering & Suspension

*Free Access to Melior Online for current site Instructors who wish to pursue ASE Educational Foundation Accreditation (NATEF Certification) *

*Technical support with Webinar Training sessions are available as needed *

Purchase orders must be FAXED to accounting at (205) 970-0072 or emailed to orders@todaysclass.com

****Workplace Readiness Skills @ NO ADDITIONAL COST****

Our Workplace Readiness curriculum is also included at no charge. With a paid license, you'll receive the Workplace Readiness curriculum and it will be available to an unlimited number of instructors and students at your school. In other words, if one of your peers wanted to take advantage of Workplace Readiness, they'd be welcome to do so.

Thank you for your interest in Today's Class. Please make sure your purchase order references this quote number.
Please let us know if you have any questions. You can reach us at 1-877-224-0435 (Option 2) or at info@todaysclass.com.

Subscription Agreement

This Subscription Agreement (the "Agreement") is entered into by and between Melior-Delaware, Inc. dba Today's Class, a Delaware corporation having its principal place of business at 2700 Corporate Drive, Suite 200, Hoover, AL 35242 ("Today's Class"), and the signatory hereto ("Customer"), as signified by clicking on this Agreement and/or logging into the Product(s).

1. This Agreement applies to Customer's use of Today's Class eLearning modules and any related content and services (the "Product(s)") used by Customer under the payment terms shown on Customer's Invoice. This Agreement, and all Invoices between Today's Class and Customer, constitute the parties' entire understanding and Agreement regarding the Product(s) and will supersede any different or additional terms of any other document.

2. Grant of License, Use and Content.

2.1 During the Subscription Term elected by Customer, as shown on each Invoice, Today's Class grants to the individual undersigned Customer a non-transferable, non-exclusive right and license to access and use the Product(s) for the business purposes of that Customer only, subject to the terms of this Agreement and the Invoices. Today's Class will provide technical support for the Today's Class Product(s) throughout the Subscription Term in accordance with the support terms set forth in Schedule 1. Individual Customers under a group Invoice will be bound to this Agreement upon clicking on this Agreement and/or downloading the Product(s).

3. Usage Restrictions.

3.1 Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product(s) or any software, documentation or data related to or provided with the Product(s); (ii) modify, translate, or create derivative works based on the Product(s); (iii) copy, rent, lease, transfer, assign, sell, sublicense, distribute, offer or otherwise make available to any third party the Product(s); (iv) use or access the Product(s) to build or support, and/or assist a third party in building or supporting, Product(s) or services competitive to Today's Class; (v) alter or remove any proprietary notices or labels from the Product(s); (vi) otherwise use the Product(s) in violation of applicable law or outside of the scope of the express rights granted herein; or (vii) knowingly or willfully use the Product(s) in any manner that could damage, disable, overburden, impair or otherwise interfere with Today's Class's provision of the Product(s).

3.2 With respect to data, information, material, messages or other content that Customer or any User uploads, shares or transmits via the Product(s) ("Customer Content"), Customer will not upload, share or transmit any Customer Content that: (i) infringes the intellectual property rights or other rights of third parties, (ii) contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs or code, (iii) is libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age, (iv) promotes or enables any illegal activity, or (v) contains any personal financial or medical information of any nature or any other non-public personally identifiable information that could be legally considered private or sensitive. If Customer uploads any Customer Content prohibited above, upon discovery, Today's Class may, at its discretion, require Customer to remove such Customer

Content immediately, suspend Customer's access to the Today's Class Product(s), and/or purge such Customer Content from the Product(s). Customer will be responsible for maintaining the security of its equipment and account access passwords used to access the Product(s) through Customer's account.

3.3 Today's Class may immediately suspend, upon written notice to Customer and until remedied, Customer's password, account, and access to the Product(s) if: (i) Customer fails to make payment due in accordance with the terms of any Invoice; or (ii) Customer violates this Agreement. Any suspension by Today's Class of Customer's access to the Product(s) under the preceding sentence will not relieve Customer of any outstanding payment obligations.

4. Proprietary Rights.

4.1 The Product(s) are the Intellectual Property of Today's Class and all Intellectual Property rights therein (including copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights) in and to the Product(s) and all modifications, changes, enhancements, or additions thereto, and all intellectual property rights created by or in relation to the provision of support (collectively, "Today's Class IP"), are owned by Today's Class. Except for the license identified in Section 2.1, nothing in this Agreement gives the Customer any right, title or interest in or to any of the Product(s) or any Intellectual Property rights to the Product(s). Customer may from time to time provide Today's Class with suggestions or comments for enhancements or improvements, new features or functionality, or other feedback with respect to the Product(s) for which Today's Class will have the full, unencumbered right to use, incorporate and otherwise fully exercise and exploit in connection with the Product(s). Today's Class reserves any rights not expressly granted herein.

5. Customer will pay all fees as set forth in the Invoices. All fees are non-cancelable and non-refundable, except as expressly specified in Section 7.2. All fees are exclusive of taxes (other than sales tax), levies, or duties imposed by taxing authorities, and Customer will be responsible for payment of all such taxes, levies, or duties (excluding taxes based on Today's Class's income), even if such amounts are not listed on an Order. Customer will pay all fees in U.S. Dollars or in such other currency as agreed to in writing by the parties in the Order.

6. Term and Termination.

6.1 This Agreement will commence on the date shown in the Customer Invoice and will remain in effect for so long as there are Invoices in effect for that Customer. All sections of this Agreement, which by their nature should survive termination, will survive, including without limitation, accrued rights to payment, use restrictions, warranty disclaimers, and limitations of liability.

6.2 In the event of a material breach by either party, the non-breaching party will have the right to terminate this Agreement for cause if such breach has not been cured within 10 days of written notice from the non-breaching party.

6.3 Upon any termination of any Subscription, Customer's right to access and use the Product(s) will terminate and Customer will delete all copies of any content obtained through the Product(s). Customer acknowledges and agrees that Today's Class has no obligation to retain Customer Content and that Today's Class will have the right to irretrievably delete and destroy Customer Content after 30 days following the termination of this Agreement.

7. Representations, Disclaimer of Warranties, Indemnities.

7.1 Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement. Today's Class warrants to Customer that it will provide the Product(s) substantially in accordance with its documentation under normal use and in a manner consistent with generally accepted industry standards.

7.2 For breach of the express warranty in 7.1 set forth above, Customer's exclusive remedy will be the re-performance of the deficient component of the Product(s). If Today's Class cannot re-perform such deficient component as warranted, Customer will be entitled to recover a pro rata refund of any prepaid fees therefor (based on the period of time that would have remained in the applicable Subscription Term), and such refund will be Today's Class's entire liability.

7.3 The Product(s) may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Today's Class's reasonable control. Today's Class will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled unavailability of the Product(s).

7.4 Today's Class will defend at its expense any third party claim brought against Customer by a third party alleging that the use of the Product(s) as contemplated hereunder infringes the intellectual property rights of a third party, and Today's Class will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim, provided that Customer: (i) promptly gives written notice of the claim to Today's Class; (ii) gives Today's Class sole control of the defense and settlement of the Claim, and (iii) provides to Today's Class, at Today's Class's cost, all reasonable assistance. The foregoing indemnity will not apply to any Claim arising from use of the Product(s) outside the scope or in violation of this Agreement, any modification of the Product(s), or any combination of the Product(s) with any third party content or technology. If the use of the Product(s) by Customer has become, or in Today's Class's opinion is likely to become, the subject of any claim of infringement, Today's Class may at its option and expense, procure for Customer the right to continue using and receiving the Product(s), replace or modify the Product(s), or provide a pro rata refund of any prepaid fees.

8. Today's Class may give notices to Customer by electronic means of transmission, and upon receipt such transmission shall be deemed delivery of an original. Customer may give notices to Today's Class by electronic means of transmission, emailed to info@Today'sClass.com and upon receipt such transmission shall be deemed delivery of an original.

9. General Provisions.

9.1 Neither party is liable for any failure or delay in performance caused by circumstances beyond its control, including but not limited to acts of God, fires, war, governmental action or terrorism.

9.2 Upon consent from Customer, Today's Class may identify Customer as a customer of Today's Class for use and reference in Today's Class's corporate, promotional and marketing literature.

9.3 Ohio law, excluding its conflicts of law provisions, and controlling U.S. federal law, will govern any action or dispute related to this Agreement. The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

9.4 This Agreement, including any Invoices for the Product(s), supersedes any prior or contemporaneous, conflicting or additional communications. Customer acknowledges that this Agreement is a contract between Customer and Today's Class, even though it may be electronic and not physically signed by Customer and Today's Class, and it governs Customer's use of the Today's Class Product(s) and takes the place of any prior Agreements between Customer and Today's Class. This Agreement may be amended only by written Agreement signed by the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

9.5 No joint venture, partnership, employment, or agency relationship exists between Today's Class and Customer as a result of this Agreement or use of the Today's Class Product(s). Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment in violation of this Section will be void.

SCHEDULE 1

CUSTOMER SUPPORT

SUPPORT and MAINTENANCE

E-mail and telephone-based support is available to Customer from 9:00 am to 5:00 pm Eastern Time, Monday to Friday, excluding statutory holidays observed by Today's Class. Customer agrees to submit all ordinary support issues via e-mail and all critical support issues by telephone.

a. Today's Class critical support issue

- A problem in the operation of the Product(s), which results in the Product(s) being totally unavailable for use or access by permitted Users.
- A problem in the operation of the Product(s) which results in any customers being unable to perform common functionality.
- No immediate available workaround available from Today's Class.

b. Today's Class ordinary support issue

- All issues that are not identified above as a critical support issue.

Today's Class shall use commercially reasonable efforts to resolve problems quickly and effectively.

The Support provided under this Agreement does not include services provided with respect to the following matters:

i. any problem resulting from the misuse, improper use, alteration, or damage of the Product(s) by Customer;

ii. any problem caused by modifications in any version of the Product(s) not made or authorized by Today's Class;

iii. any problem resulting from Customer combining or merging the Product(s) with any hardware or software not supplied by Today's Class, or not identified by Today's Class as compatible with the Product(s); or

iv. any problem solely with Customer's hardware, software, network, telecommunications service or any other systems outside of the Product(s).

TRW LICENSE AGREEMENT

ACCOUNT: 336023
ORDER #: SO-0065827 MICHAELM

Issue Date 9/16/2020 *Expiration Date 12/15/2020*

Theatrical Rights Worldwide

This License Agreement is for a non-exclusive amateur production of
Alice in Wonderland *11/13/2020 - 11/14/2020*

Licensee:

Attn	Debbie Lake
Organization	Wadsworth City Schools
Address	625 Broad Street
City, State, Postal	Wadsworth, OH 44281

A. PRODUCTION TERMS RIDER

RMA 128460

Provided we have received a signed copy of this Production Terms Rider consisting of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable *Licensing Fee*, the performance materials described as the *Rehearsal Set* and *Orchestration Set* will be supplied.

LICENSING FEE

1. *includes performances*
2. *includes rehearsal scripts*
3. *includes piano scores*

$1300.00

Based on 2 performances at the James R. McIlvaine Performing Arts Center
Based on weighted average ticket price of $9.00
Seating/streaming capacity limited to average 300 for each of 2 performances

Rehearsal Set

- Director Script
- Cast Script / Vocal Book
- Piano-Conductor Score
- Demo Cast Recording CD
- Performance Accompaniment Tracks CD
- Complimentary Digital Production Pack (logo/graphics)
  ~~(quantities indicate number of printed books)~~

Orchestration Set

Piano-Conductor Score (included in Rehearsal Set)
Performance Tracks CD (included in Rehearsal Set)

ADDITIONAL RESOURCES

~~♦ PRINTED ADVANCE PACK: $95.00 each (immediate delivery - maximum 2 years prior to opening)~~
~~Consists of: one Piano Score, one Director Script, one Cast Script/Vocal Book~~

~~♦ EXTRA REHEARSAL WEEKS: $100.00 per week~~
~~Early delivery of all printed materials~~

~~♦ ADDITIONAL PRINTED MATERIALS: (may require an additional shipping charge)~~

~~Cast Script / Vocal Book~~	~~$15.00~~	~~each~~
~~Director Script~~	~~$20.00~~	~~each~~
~~Orchestra Parts~~	~~$30.00~~	~~each~~
~~Piano Conductor Score~~	~~$40.00~~	~~each~~
~~Demo Cast Recording~~	~~$12.00~~	~~each~~

♦ TRANSPOSITION EXPRESS: (digital delivery)
Piano score only $35.00 per song

TRW LICENSE AGREEMENT

ACCOUNT: 336023
ORDER #: SO-0065827 MICHAELM

Show|Ready™

SHOW | READY REHEARSAL TRACKS

Show | Ready's intuitive interface allows you to quickly change keys, adjust tempos, make cuts, and add vamps, repeats, and caesuras to your tracks. You can then save your session for further editing, or instantly send your changes out to your cast and crew so they can practice to the latest version of the show.

All shows include piano, bass, drums, click and vocal parts for individuals and ensembles. Cast members can mute or solo individual parts so everyone can hear exactly what they need, at any time, to help them learn the music. A digital copy of the piano/conductor score lets them follow along with the music.

Digital delivery

Stage|Tracks™

STAGE | TRACKS
PERFORMANCE ACCOMPANIMENT

During the show, our intuitive interface helps your production run smoothly. Once you enter a vamp, the music won't move on until you say so. Once your scene change is complete, simply press a button to move on. Segues ensure gapless playback where you need it, removing awkward pauses between musical numbers.

That quality comes complete with astounding flexibility, as Stage | Tracks can be edited to integrate your individual changes from Show | Ready, right into your customized performance track.

Digital delivery

BMD SCENIC PROJECTIONS™

BMD DIGITAL SCENIC PROJECTIONS

BMD's still images (replaces backdrops) and cue-able animated videos are guaranteed to bring dynamic energy to your show. Whether it's between scene changes or during a scene, projections increase production value and create Broadway-quality visual storytelling.

Still Scenic Projections include an image for every setting mentioned in the script with Powerpoint files that allow customization for your production. Plug & Play! Animated Scenic Projections are delivered (software or hardware) pre-loaded with customizable cue timing.
>Still Images now included in Y@P materials!

Digital delivery

THE ORIGINAL PRODUCTION™ — NEW RESOURCE!

TOP – THE ORIGINALPRODUCTION
CHOREOGRAPHY VIDEOS

Step-by-step instruction from Broadway choreographers --- including a built-in slow-motion feature --- provides you and your cast the tools to execute each number in the show.

TOP content is available on mobile, tablet, and desktop devices. Share access with your cast and give them access anytime, anywhere!

> immediate access
> 3-4 hours of online instruction
> multi-users
> multi-platform

Streaming video delivery

VIDEO MARKETING ESSENTIALS by cinevative

CINEVATIVE - VME
VIDEO MARKETING ESSENTIALS

Videos are available in HD or web resolution. "Basic" level versions include three lines of text of up to 22 characters each for group name, phone, website, etc. No adjustments may be made to font, color or placement.

"Custom" level versions allow you to include your logo and/or sponsor logos and to have VME customize the layout, fonts and colors of the end card information. Optional customized voice over tag announcing your name and info may also be included (add'l charge).

Digital delivery



SHOW LOGO TEE SHIRTS

Our officially licensed logo shirts include FREE CUSTOMIZATION for your production. Great for fundraising, backstage techs, or thespian pride, these black, 100% pre-shrunk cotton Gildan short-sleeved unisex tees will make your color logo pop. Your free custom imprint includes up to 4 lines --- 2 above/2 below the logo.

> 3-4 week turnaround
> FREE SHIPPING included! *(continental USA)*

Call or email your TRW rep for pricing

ProductionPro

PRODUCTION PRO –
DIGITAL SCRIPT & SCORE

This iPad app allows you to share a digital version of the script & score with your Creative Team --- or 100 users! Featuring automated scene breakdown, each user can edit/write their own blocking, notes, music, music cues, diagrams, etc. on their digital script/score. The app is a virtual binder enabling you to create a production library. Upload & tag reference videos, import designs, plots, documents, photos, headshots, etc. Give your Creative & SM Team a head start --- up to two years prior to opening!

Digital delivery

KEYBOARD PATCH PRO

TRW'S KEYBOARD PATCH PRO

Today's Broadway orchestrators rely heavily on keyboard patches with specific instrument combinations, sound effects, tuning, etc. This vital product from TRW is the fast, easy and affordable solution to recreating these sounds in your pit and saving your Music Director hours of valuable time programming.

TRW's Keyboard Patches use the Broadway standard Mainstage 3 app, which is a tool for Mac (only) computers and laptops. For one flat price, this enhancement tool will take your orchestra's sound into the sonic stratosphere.

Digital delivery

BookTix
ONLINE TICKETING SOLUTION

BOOKTIX
ONLINE TICKETING BOX OFFICE

BookTix is a simple, low-cost Box Office solution offering organizations the infrastructure audiences expect when purchasing tickets without the expenses that prohibit smaller companies from offering online sales.

Hundreds of unique features!

> Nominal fee that **includes** the credit card processing fees
> Free equipment and ticket stock

Click here for more info

TRW LICENSE AGREEMENT

ACCOUNT: 336023
ORDER #: SO-0065827 MICHAELM

Issue Date 9/16/2020 *Expiration Date 12/15/2020*

TRW Theatrical Rights Worldwide

This License Agreement is for a non-exclusive amateur production of
Alice in Wonderland *11/13/2020 - 11/14/2020*

B. PRODUCTION TERMS ORDER FORM

I. Licensing Fee (required)

OPTION 1: CHOOSE ONE:

☐ Digital Performance Materials - **OR** - ☐ ~~Printed Performance Materials~~
Immediate delivery, self-print *~~Shipped to arrive 2 calendar months before opening. Non-returnable – yours to keep!~~*

- *includes 2 performances*
- *includes rehearsal scripts*
- *includes piano scores*

$1300.00 *(req'd)*

OPTION 2: CHOOSE BOTH:

☐ Digital Performance Materials - **AND** - ☐ Printed Performance Materials ..... *add $200.00* ..... $ N/A
Immediate delivery, self-print *Shipped to arrive 2 calendar months before opening. Non-returnable – yours to keep!*

Extra Rehearsal Weeks (early delivery of all *printed* books), for ____ weeks @ $100.00 per week ..... $ N/A

Printed Advance Pack (script & score) ____ @ $95.00 (immediate delivery, S&H included) ..... $ N/A *

For ____ additional PUBLIC performances @ **$325.00 per performance** ..... $ ____

For ____ final dress rehearsal, school assembly, etc. performances with no admission charge or donations @ **$125.00** ..... $ ____

II. Additional Printed Materials *(may require additional shipping charge)*

For ____ cast script/vocal book @ $15.00 ..... $ N/A *

For ____ director script @ $20.00 ..... $ N/A *

For ____ orchestra pit book (*please attach list*) @ $30.00 ..... $ N/A *

For ____ piano vocal score @ $40.00 ..... $ N/A *

For ____ piano conductor score @ $40.00 ..... $ N/A *

For ____ demo cast recording @ $12.00 ..... $ N/A *

III. Resources

Full conductor score Partitur

☐ Digital Full Score $125.00 - OR - ☐ Printed Full Score* $125.00 ..... $ N/A *
Immediate digital delivery — Contact your TRW rep for S&H rate

Production Pack (logo/graphics delivered digitally) ..... $ FREE

ROCS tracks packages (Right on Cue Services)

☐ Show|Ready $300.00 - OR - ☐ Show|Ready & Stage|Tracks Combo Package $700.00 ..... $ N/A *
Rehearsal tracks – immediate digital delivery — Conversion from Rehearsal to Performance Tracks 30 days prior to opening
Orchestration Set pit books will not be provided

ROCS Stage|Tracks early conversion (prior to 30 day standard), for ____ months @ $100.00 per month ..... $ N/A *

BMD projections packages (Broadway Media Distribution)
Rehearsal content – immediate digital delivery. Conversion from Rehearsal to Performance content occurs 4 weeks prior to **closing** date

☐ Still ScenicProjections $695.00 - OR - ☐ Animated ScenicProjections $995.00 ..... $ N/A *

BMD ScenicProjections early conversion *(please contact your TRW rep for pricing)* ..... $ N/A *

Keyboard Patch Pro @ $400.00 ..... $ N/A *

Production Pro iPad app *digital* script & score (immediate access digital shared library app) @ $199.00 ..... $ N/A *

Cinevative VME packages (Video Marketing Essentials)

☐ Web Video $199.00 - OR - ☐ HD Video $299.00 ..... $ N/A *
end card includes 3 lines - text only - up to 22 characters — end card includes 3 lines - text only - up to 22 characters

☐ Video end card customization @ $50.00 (includes end card text above plus: logo/graphics, font choice, colors, placement) ..... $ N/A *

☐ Video voice over customization @ $150.00 ..... $ N/A *

TOP (The Original Production) step-by-step Broadway choreography videos @ $449.00 ..... $ N/A *
Immediate access 3-4 hours streaming video

NY state tax @ % (this is the taxable portion of your Licensing Fee) ..... $ N/A
(*__Tax required for New York state__ residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)

*NY state tax @ % (you must apply to all optional materials & resources *asterisked* above) ..... $ N/A
(*__Tax required for New York state__ residents only - if exempt, please submit a copy of your Tax-Exempt Form with this Order Form)

STOP Shipping (***required*** for all **PRINTED PEFORMANCE MATERIALS** packages) @ **$50.00** $ N/A

TOTAL $ ____ ★

TRW LICENSE AGREEMENT

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Theatrical Rights Worldwide

C. CONFIRMATION FORM

I. Payment (US dollars only)

TOTAL $ _____ ✯
(total carried over from PART B Order Form, previous page)

☐ Organization Check or Money Order (made payable to "Theatrical Rights Worldwide")
☐ Purchase Order (US & Canadian school & government agencies may submit – with this executed Agreement - a signed, authorized institutional PO)
☐ Credit Card

Number: _____

If you prefer to call with the card number: send this executed Agreement with (1) the last 4 digits written above, (2) the expiration date, (3) totals to be charged, and (4) Cardholder Signature in the 'I authorize the charge above' area.

Security Code: _____ Expiration Date: _____

Name of cardholder (*print*): _____

Billing address *(include postal/zip)*: _____

a.) The opening date of my production is **less than** 12 months from today:

Charge the full amount (*fill in TOTAL ✯ from above*): **$** _____

or

b.) The opening date of my production is **more than** 12 months from today's date:

Charge a down payment of: **$**_____ (*minimum $500.00***)

AND automatically charge the balance due: **$**_____ 10 weeks prior to my opening date
(calculate the balance due as TOTAL ✯ minus down payment)

CARDHOLDER SIGNATURE

✎ I authorize the charge(s) above. Agreed and accepted: _____
(cardholder signature)

Please remember: **no materials will be provided until payment in full/PO is received.

II. Shipping Confirmation (printed performance material orders only)

(default shipment will be to the Licensee named in Part A unless an alternate address is entered below)

Shipping Name _____

Address (no P.O. Boxes) _____

City _____ State _____ Postal _____

Daytime Phone Number (UPS contact) _____

Email address (UPS contact) _____

III. Acknowledgement

Your name (print) _____

✎ Authorized Signature _____

Position/Title _____ Date _____

Your signature acknowledges that you are of legal age and have read, understood, and agree to all the terms as set forth in both the Licensing Terms and Conditions and Production Terms Rider of this License Agreement.

CHECKLIST FOR RETURN TO TRW

☐ 1 Do not announce, advertise, sell tickets, subscriptions, etc prior to TRW's confirmation
☐ 2 If your performance dates have changed please contact your TRW rep for clearance of new dates
☐ 3 If ordering PRINTED PEFORMANCE MATERIAL, you must include the Shipping Fee in your total
☐ 4 Choose payment method on this page in Section I, above, and sign section III, above
☐ 5 Return Part B & Part C (pages 3 & 4). Keep a copy for your records.
☐ 6 Return with payment via email, fax, mail, or snap clear pics with your smart phone!
☐ 7 After processing, TRW will email confirmation with a digital Production Pack (logos)

Issue Date 9/16/2020 *Expiration Date 12/15/2020*

Theatrical Rights Worldwide

This License Agreement is for a non-exclusive amateur production of
Alice in Wonderland *11/13/2020 - 11/14/2020*

D. LICENSING TERMS AND CONDITIONS

Rights Granted/Rights Reserved/Copyright Requirements

You are hereby granted the non-exclusive right to present the live public performance of the play as named in and contained in the performance materials provided ("Play") and only for the number and dates of performances and at the venue as set forth in the Production Terms Rider herein.

You may not add new music, lyrics, dialogue or anything to the Play as provided for in the performance material. You may not delete in whole or in part any material as provided and you may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters (including their gender), or characterizations in the presently existing Play.

You agree that any proposed change, addition, omission, interpolation, or alteration in the music, lyrics, or book of the Play shall first be submitted in writing to Theatrical Rights Worldwide (TRW). If permission is granted by the Authors, TRW will advise you in writing.

This License Agreement does not include the right to the original choreography, costume designs, staging, direction, or scenery designs of the Play and any use of said elements is strictly prohibited. TRW and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) whom you may hire to direct, choreograph, stage, design, or otherwise participate creatively with your production.

This license does not grant you, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or digital), film, sound recording (CD), or other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television, or the internet including but not limited to YouTube or iTunes.

You have the right for advertising and promotional purposes, to publicize your production via print, your organization's website, the Internet, radio and television (radio, television or Internet commercials shall be limited to excerpt usage of no more than 30 seconds).

You must give the author/creators billing credits as specified in Billing Credits (Part E) on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com. You must include the following warning in your program: "The video or audio recording of this performance by any means is strictly prohibited."

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

"(Name of Play)" is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide 1180 Avenue of the Americas, Suite 640, New York, NY 10036. www.theatricalrights.com

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs.

You may not create merchandise based on the Play, whether for sale or distribution, without written permission and license from TRW.

Any original designs for artwork, logos or merchandise shall first be submitted in writing to TRW. If permission is granted to use original design, TRW will advise you in writing.

Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement. TRW reserves the right, in its sole discretion, to revoke this License Agreement by sending written notice to you at any time prior to TRW's receipt of the Production Terms Order Form (Part B) and a signed Confirmation Form (Part C) and payment in full.

Performance Terms and Conditions

TRW must receive a completed and signed copy of the Production Terms Order Form Part B and Confirmation Part C, accompanied by payment in full (for U.S. & Canadian schools and government agencies a signed, authorized institutional purchase order is acceptable for the licensing fees) by the expiration date indicated on the first page of the Production Terms Rider or prior to your first performance; whichever occurs sooner, or this License Agreement shall automatically terminate. You may not advertise, announce, sell tickets or present any performances until receipt and acknowledgement by us of the Production Terms Order Form, Confirmation Form, and payment.

If any of the conditions set forth in the Production Terms Rider or at any time during your performance run have changed in any way (including the cancellation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify TRW in writing immediately, and TRW must approve all such changes before they may take effect. You are advised that any changes made to the conditions set forth in the Production Terms Rider (Part A) may modify the Licensing Fee. Furthermore, if you cancel the entire performance, a cancellation fee of 10% of the total fees due for royalty, but in no event less than one-hundred-twenty-five dollars ($125) per performance, will apply and forfeiture of the performance materials fees will occur in the event that performance materials have been supplied in any fashion. TRW must be notified in writing of any cancellations within seven (7) days of said cancellation. Furthermore, you understand that, even if you do not present the Play, you could be obligated to pay the fees set forth in this License Agreement.

Should you desire to present performances in addition to those provided for in the Production Terms Order Form (Part B), you agree to make additional royalty and other payments for any and all performances in addition to those already licensed. You agree not to announce, sell tickets or present the Play for such additional performances without the prior written permission of TRW ***and*** the payment of the additional fees due.

You shall not perform excerpts, scenes or musical numbers from the Play for promotional purposes, or in competitions, festivals or for any other reason without TRW's prior written consent.

You agree to reserve two (2) complimentary tickets (if requested) for the use of TRW and the Authors(s) for each performance and TRW agrees not to sell said tickets.

You shall forward to us at least one (1) copy of the program for your production not later than five (5) days following the opening performance, via mail or e-mail

TRW LICENSE AGREEMENT

ACCOUNT: 336023
ORDER #: SO-0065827 MICHAELM

Issue Date 9/16/2020 *Expiration Date 12/15/2020*

TRW
Theatrical Rights Worldwide

This License Agreement is for a non-exclusive amateur production of
Alice in Wonderland *11/13/2020 - 11/14/2020*

attachment.

D. LICENSING TERMS AND CONDITIONS *(continued)*

Under no conditions can this License Agreement and/or the Performance Materials be assigned, sublicensed or transferred to any other person, corporation or entity. This License Agreement constitutes the entire understanding between the parties hereto and shall be governed by the Laws of the State of ~~New York~~ Ohio, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the State of ~~New York in the City of New York or the United States District Court in the Southern District of New York and in no other forum.~~ Ohio

9/28/2020 MS

You shall submit to us, within seven (7) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance.

You agree to keep and maintain financial records in which you shall record all items in connection with the production and presentation of the Play. Such records shall be open during business hours for inspection by TRW or its representatives at your office, and TRW shall have the right to make copies of and take extracts from such records. TRW's right of the inspection under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.

The rights granted herein are conditioned upon your fulfillment of all obligations set forth in this License Agreement, including the timely payment of all Fees in U.S. funds when due.

If you default in the execution of any of the terms of this License Agreement, then in addition to any and all other remedies which TRW might have at law, you agree that TRW shall have the right to a preliminary injunction to enjoin further performance of the Play. ~~You agree to reimburse TRW for any expenses incurred by us in enforcing our rights herein, including, but not limited to attorneys' fees, telephone, fax, courier and postage charges, and collection expenses.~~ You warrant and represent that the information you have provided TRW both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License Agreement shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due TRW hereunder and all of our rights and remedies against you shall be preserved.

9/28/2020 MS

TRW makes no representations or warranties in connection with the Play or otherwise, other than that it has the right to enter into and perform this License Agreement.

All rights in and to the Play other than those specifically licensed to you under the terms of this License Agreement are reserved to TRW, with the unrestricted right on the part of TRW to use, exploit, or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License Agreement.

~~Licensee shall indemnify and hold harmless Licensor, the Authors and/or Copyright Owner(s), and their respective principals, officers, directors, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from and against any claim, costs, expenses and liabilities which may arise by reason of Licensee's breach or alleged breach or exercise of the terms or rights herein granted. Furthermore, Licensee shall indemnify and hold harmless Licensor, the Authors and/or Copyright Owner(s), and their respective principals, officers, directors, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from and against any claim, costs, expenses and liabilities (including injury, bodily harm, medical conditions, which may be incurred by the cast, crew, staff and audience and which may arise out of or in connection with presentation of the Play.~~

9/28/2020 MS

Licensee agrees that it shall be aware of and comply with all applicable federal, state and local ordinances and regulations as they pertain to social gathering and distancing restrictions as well as any other rules or guidance regarding the COVID-19 outbreak that may impact any aspect (including cast, crew, staff and audience) of Licensee's presentation of the Play.

~~You shall keep all terms and conditions of this License Agreement including all Fees contained herein strictly confidential.~~ 9/28/2020 MS

Performance Materials

You understand that the performance materials cannot be used for any purpose other than as stated in this License Agreement and that you and/or anyone connected with your organization may not copy, reproduce, sell, electronically store, share, or post to the Internet or otherwise distribute such performance materials unless as permitted herein.

The performance materials are the ONLY acting edition authorized by the Author(s) and must be licensed from us as a condition of this License Agreement. We make no representation as to the adequacy or suitability of the performance materials. The Performance Materials can ONLY be used for the performance of the Play on the dates specified herein and cannot be used for any subsequent production, presentation or performance.

Provided we have received a signed copy of the Production Terms Order Form (Part B) and Confirmation Form (Part C) and the full applicable Fees required, the performance materials will be supplied ~~approximately two months prior to the first performance in the case of Printed Materials~~ or forthwith in the case of Digital Delivery. Please allow approximately five days for processing following receipt of your signed Production Terms Order Form, Confirmation Form, and payment.

~~If requested, a printed Advance Pack consisting of one (1) director script, one (1) cast script/vocal book, and one (1) piano score can be provided at an additional charge of ninety-five dollars ($95). The Advance Pack is in addition to the full set of performance materials and will be shipped upon receipt of the signed copy of the Production Terms Order Form, Confirmation Form, and the payment of all other applicable fees (regardless of the number of weeks prior to the first performance).~~

~~If the full set of printed performance materials is needed in advance of the two-month period stated above, there is a charge of one hundred dollars ($100) for each extra week or part thereof.~~

~~You shall pay shipping charges for printed materials that we supply to you, as well as all customs charges, duties and the like in connection with shipment(s) of printed materials. We ship by U.S. Postal Service, UPS, Federal Express, or other carriers at our sole option.~~

You are not required to return printed performance materials.

Issue Date 9/16/2020 *Expiration Date 12/15/2020*

This License Agreement is for a non-exclusive amateur production of
Alice in Wonderland *11/13/2020 - 11/14/2020*

Theatrical Rights Worldwide

E. BILLING CREDITS

ALICE IN WONDERLAND
Book, Music, & Lyrics by
Janet Yates Vogt & Mark Friedman

Based on
Alice's Adventures in Wonderland
& Through the Looking Glass
By Lewis Carroll

The name of the Composer, Lyricist and Bookwriter shall be no less than 50% of the size of the title of the lay, and shall be equal in size, type, coloring boldness and prominence. No billing shall appear in type larger or more prominent than the billing of the Authors, except for the Play.

TRW BILLING

You are hereby granted the right to use the logo art as provided by TRW on all posters, fliers, advertisements, on your organization's website and on the title page of your programs. You must give the author/creators billing credits on the first page of credits in all programs, your organization's website and on posters, displays and in all other advertising announcements of any kind. Additionally, when providing cast/creative team bios in your program, you must include bios for the authors as found on our website at www.theatricalrights.com.

You must give appropriate credit to Theatrical Rights Worldwide on all posters, fliers, advertisements, on your organization's website and on the title page of your programs in the following manner:

ALICE IN WONDERLAND is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide 1180 Avenue of the Americas, Suite 640, New York, NY 10036. www.theatricalrights.com

RECORDING PROHIBITION

This license does not grant you**, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape or video disc (DVD or Digital), film, sound recording (CD), and other digital sequencing or storage/sequencing system. You shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, musical selections by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or iTunes.

You must include the following warning in your program:

"The video or audio recording of this performance by any means is strictly prohibited."

**except with certain titles, where a limited video license is available and you have executed that license

RESTRICTED STREAMING LICENSE

ACCOUNT: 336023
ORDER #: SO-0065827

When signed and dated this Restricted Streaming License (hereinafter referred to as the "Streaming License") shall serve as an amendment to the Production License Agreement (hereinafter referred to as the "AGREEMENT") dated as of: 9/16/2020 by and between THEATRICAL RIGHTS WORLDWIDE, LLC 1180 Avenue of the Americas, Suite 640, New York, NY 10036 (hereinafter referred to as the "Licensor" or "TRW") and

Organization	**Wadsworth High School**
Address	**625 Broad Street**
City, State, Postal	**Wadsworth, OH 44281 US**

(hereinafter referred to as "Licensee") for the Licensee to produce and present a production of the dramatico-musical work entitled

Alice in Wonderland ***11/13/2020 - 11/14/2020***

(hereinafter referred to as the "Play") and to make available for viewing remotely on the TRW authorized BookTix Live streaming platform (hereinafter referred to as "Stream") as follows:

TRW, on behalf of the Authors of the Play, has agreed to grant to Licensee the non-exclusive right to Stream their production of the Play subject to the following terms and conditions:

1. **A. Live performance of the Play presented live at your venue.**
   Licensee warrants, represents and agrees that the performance of the Play shall be presented live at your venue as detailed in the Agreement and Licensor shall permit Licensee to
   i. Livestream (broadcast live) one or more performances which shall be open to in-house audience attendees along with Stream viewers, or for Stream viewers only.
   ii. Capture one or more performances (either in front of an audience or a recording session onstage at your venue) and schedule a Stream to occur during the performance dates as set forth in the Agreement.
   iii. Capture one or more performances (either in front of an audience or a recording session onstage at your venue) and make the Stream available on demand for up to one (1) year from the last performance date as set forth in the Agreement.

   B. Live performance of the Play presented by Performance In Isolation.
   i. Capture one or more performances incorporating performers in isolation and edit the content of the Performance In Isolation to serve as a Stream. Once edited, schedule the Stream to occur during the performance dates as set forth in the Agreement.
   ii. Make the Performance In Isolation Stream available on demand for up to one (1) year from the last performance date as set forth in the Agreement.
   iii. Under no conditions or circumstances may Licensee have an audience in attendance at their venue during the live performance of the Play.
2. Licensee warrants, represents and agrees that the performance of the Play shall be limited to and shall only occur on the date(s) as detailed in the Agreement. No additional performances beyond what is set forth in the Agreement shall be permitted. No changes of any kind shall be made to the book, music or lyrics of the Play and no editing to the book, music or lyrics can be permitted to accommodate the Stream.
3. Licensee warrants, represents and agrees that other than the Stream conditions as contained in Paragraph 1 herein, it shall not film, record, videotape, digitally capture, distribute, sell, reproduce, electronically post to the Internet (including but not limited to YouTube, Vimeo, Google Classroom, or Facebook) or televise by any means whatsoever all (or any portion) of the Play.
4. Licensee must employ the services of BookTix Live Streaming service. BookTix is the sole and exclusive Stream service available for use with your Agreement. BookTix shall assure that the Stream cannot be saved or downloaded, in any format, to any device in any manner. Failure to employ the services of BookTix shall result in the immediate withdrawal of the rights provided herein with no further obligation to Licensor. Furthermore, Licensee is required to provide TRW with Box Office records regarding the Stream.
5. Licensee shall cause to have the Stream of their performance of the Play viewed by invitation only to ticket holders for the performance(s) of the Play who select the option to view the live performance by means of the Stream. All proceeds realized by Licensee from the transmission of the Stream shall be reported to Licensor no later than seven (7) days following the date(s) of the Stream of the Play. Said proceeds shall be subject to the review of Licensor and may affect the royalty fee assessed for Licensee's production of the Play.
6. Under no circumstances can the viewers of the Stream, as determined by the combination of in-house ticket buyers and Stream purchasers, be greater than the seating capacity of the theatre/venue as provided for in the Agreement. Furthermore, Licensee is prohibited, without prior written approval of the Licensor, from increasing the cost of viewership of the Stream above that price of the tickets to attend the Play as provided for in the Agreement.
7. Licensee, in working with BookTix, shall assign a password to the Stream that can only be made available to ticket holders for the Play who have been sent an invitation to view the Stream or to purchasers of the Stream.
8. Licensee shall provide, at no charge, the link and password to Licensor for use by Licensor and the authors (up to five users) to allow for viewing of the Stream of the performance(s) of the Play.
9. Licensee shall limit advertising, marketing and promotion of the Stream to its customary local outlets and owned and operated social media accounts. Under no circumstances may Licensee advertise or sell tickets for the Stream regionally or nationally. Furthermore, no advertising or publicity of any type for the Stream can be placed with national media outlets such as Playbill or Broadway World.
10. ~~Licensee shall indemnify and hold harmless TRW, its respective officers, directors, employees, successors and assigns, and the Authors of the Play from any and all claims, liability, losses, damages and expenses including, without limitation, reasonable attorney's fees, arising from any breach of Licensee's warranties, representations or covenants under this Streaming License, or in any way resulting from or connected with the Stream.~~ 9/20/2020 MB
11. Licensee acknowledges that the rights herein granted by TRW are unique and of extraordinary value and that a breach of this Streaming License by Licensee would cause TRW and the Authors of the Play, irreparable damage. Accordingly, in the event of any actual or threatened breach, this Streaming License shall be terminable at the election of TRW and in such event, Licensee shall immediately end all plans to Stream their performance(s) of the Play. In addition to all other remedies, TRW shall have the right to injunctive or other equitable relief. The provisions of this Paragraph 11 shall survive the expiration or termination of this Streaming License. 9/20/20
12. Licensee represents, warrants and agrees that it has the full right, power and authority to enter into and perform this Streaming License, and that it shall, at its sole cost and expense, secure any and all other consents, clearances and rights which may be required in connection with the Stream of their performance(s) of the Play.
13. This Streaming License sets forth the entire understanding of the parties hereto with respect to its subject matter, and may not be modified or amended, and none of its provisions may be waived, except in writing signed by both parties or their duly authorized representatives.

RESTRICTED STREAMING LICENSE

TRW Theatrical Rights Worldwide

ACCOUNT: 336023
ORDER #: SO-0065827

14. This Streaming License shall be construed under the laws of the State of ~~New York~~ Ohio applicable to contracts entered into and to be fully performed therein, and all disputes with respect to the interpretation and/or enforcement of this Streaming License shall be referred to the State or Federal Courts located in ~~New York, New York.~~ Ohio Both parties agree to submit themselves to the jurisdiction of such courts.

9/22/2020 BW

15. Licensee shall include the following language at the beginning of the Stream event of their performance(s) of the Play:

    ©year. This production was Stream viewed by special arrangement with THEATRICAL RIGHTS WORLDWIDE on behalf of the authors of the Play. All Rights Reserved. This Stream is provided to you for private, home viewing purposes only. By accepting this Stream event, you agree not to authorize or permit the Stream to be stored, downloaded, copied, distributed, broadcast, telecast or otherwise exploited, in whole or in part, in any media now known or hereafter developed.

16. Licensee shall include the full author billing credits, as specified in the Agreement, at the beginning of the Stream of their performance(s) of the Play.

17. Licensee shall include the following credit to Theatrical Rights Worldwide, at the beginning of the Live Stream event of their performance(s) of the Play:
    Stream of (Name of Play) is presented by special arrangement with and all authorized materials are supplied by Theatrical Rights Worldwide,
    1180 Avenue Of The Americas, New York, NY 10036 www.theatricalrights.com

18. Licensee acknowledges and accepts that Licensor has provided permission to Licensee to Stream the Play solely as a result of the circumstances of the coronavirus crisis and this one-time permission shall not be deemed a precedent for any future situation.

19. Licensee warrants, represents and agrees that it shall comply with all federal, state and local laws applicable to its production of the Play including regulations and ordinances pertaining to social gathering restrictions or any other rules or guidance concerning the COVID-19 pandemic. Such compliance shall involve Licensee's rehearsals, performances and in-house audiences. By permitting Licensee to Stream its production of the Play, Licensor makes no representation or assessment of the legality or judgment of Licensee's decision to proceed with its production.

Anything to the contrary notwithstanding, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

Agreed and accepted by:

Organization Name

Licensee name – printed *Licensee name - signature*

Title/position within organization

Date

BookTix Live

Let BookTix handle the technical side of streaming

Built with all of the innovation, security and customer service you have come to expect from



Shoot

We help you determine the right equipment for your theater venue and walk you through configuring your streaming hardware and software to send the feed to BookTix.



Stream

We take your live show input and process it on our secure servers. We ensure your packaged stream is protected and meets licensing requirements.



Show

We then distribute secure links to your ticket buyers to view the stream on their computers and mobile devices in your virtual theater portal hosted on our website.

1180 Avenue of the Americas, Suite 640
New York, NY 10036

Toll Free: 866-378-9758
Fax: 212-643-1322

licensing@theatricalrights.com
www.TheatricalRights.com

INFECTIOUS DISEASE WAIVER

Wadsworth Amateur Soccer Association

INFECTIOUS DISEASE WAIVER – FIELD USE

In consideration of being permitted to participate on any Wadsworth Amateur Soccer Association (WASA) facility/ground(s), including, but not limited to, practices, games, programs and related events and activities, the undersigned (Individual/Organization) understands, acknowledges and agrees that:

1. Participation in such events or activities by me/my organization involves the possible exposure to and illness from infectious and/or communicable diseases including, but not limited to, COVID-19, MRSA, influenza, and other infectious or communicable diseases. While adherence to particular rules and requirements may reduce the risk of possible exposure, the risk of serious illness and death remains; and
2. I/My organization knowingly and freely ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my/our participation; and
3. I/My organization agree to comply with all rules, regulations or conditions established by WASA or the State of Ohio (Ohio Department of Health requirements) for participation in such events or activities. If, however, I/we observe any violation of the rules, regulation or conditions established by US Youth Soccer, WASA, or the State of Ohio (Ohio Department of Health requirements) during my/our presence or participation, I/we shall remove myself/ourselves from participation and immediately bring such matter to the attention of WASA; and
4. My organization recognizes that we are responsible for our actions when using Muhl Fields and WASA is responsible for their actions.

Andrew J. Hill, Ed.D.	Wadsworth City School District
Printed Name of Responsible Individual	Name of Organization (If not an Individual)
	09/21/2020
Signature of Responsible Individual	Date

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 23rd day of September 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");

WHEREAS, 6.02 C. states the following:

"*Wellness Rider*

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

(1) An annual voluntary onsite biometric screening or physician-directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician-directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:

- *Non-smoker or participation in a smoking cessation program*
- *Low-density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol*
- *Body Mass Index (BMI)*
- *Blood Pressure (BP)*

(2) Effective January 1, 2021, employees who voluntarily participated in the 2020 onsite biometric screening or physician-directed preventive exam will have the opportunity to earn HRA credits. The value of HRA credits in the 2021 calendar year will be based on four key biometric components. Each component shall be equal to a credit value of $25 for single enrollees or $50 for family enrollees. In no event will the total value of credits exceed $100 for a single enrollee or $200 for a family enrollee. HRA credits are non-transferable and are only valid against allowable medical expenses incurred and applicable during the 2021 calendar year.

Beginning in 2021 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis:

- *Participation in the immediately preceding period's onsite biometrics initiative or physician-directed preventive exam.*
- *Employee certification of being a non-smoker or successful completion of a physician-directed smoking-cessation program during the year shall be worth $25/single or $50/family.*
- *Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician-directed*

examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.

- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.

- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.

For each year after 2020, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician-directed preventive exam will have the opportunity to earn health credits for the following calendar year."

NOW, THEREFORE, the Board and the Association agree as follows:

1. The wellness rider provisions detailed in 6.02 C. will apply to Wadsworth Education Association members who are eligible for the insurance detailed in Article VI of the *Negotiated Agreement* but opt out of taking the insurance because they are the spouse or dependent of another insurance-eligible Wadsworth Education Association member, resulting in them being on the other member's family insurance plan. The maximum credit a member in this situation will be eligible for is one hundred dollars ($100.00) (this is in addition to the two hundred dollars [$200.00] the spouse or other member on the family plan is eligible for).

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

_____

Rob Earle, WEA Co-President

_____

Stephine Schmeltzer, WEA Co-President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

CONTRACT FOR HANDICAPPED PUPILS
Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

District of Attendance

The Rittman Exempted Village Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the Wadsworth City Schools Board of Education (District of Residence) for educational purposes for the school year of 2020- 2021.

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay to the Rittman Exempted Village Board of Education for each of the listed pupil(s) an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the Rittman Exempted Village School District (District of Attendance), and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The Rittman Exempted Village Board of Education (District of Attendance) will include these court placed handicapped pupils in their ADM certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	[redacted] (transportation only)	[redacted] Rittman, OH 44270 (court orer 2/12/16)
2.	[redacted] (transportation only)	[redacted] Rittman, OH 44270 (court order 2/12/16)
3.		

Jean J Ritchie — 9/21/2020
District of Attendance Superintendent Signature — Date

Mark Dickerhoof — 9/21/2020
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 2020 - 2021.

District of Residence Superintendent Signature — Date

DSDRe — 9/24/2020
District of Residence Treasurer Signature — Date

Sample Form for use with EMIS Status Code: 1C, 1T, and 1P
Contract is required for parentally placed students but optional for court-placed students

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline" or "Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	**Wadsworth City School District**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 524 Broad Street Wadsworth, Ohio 44281
Email: billing@frontlineed.com	Email: _____

Attached: *Terms and Conditions*
Exhibit A

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link

to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for

administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. Invoicing and Payment

All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty (30) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel, but only after prior approval.

3. Warranties and Disclosures

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third-

Party Materials shall be subject only to such third-party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information Privacy

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontlines agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Indemnification.

Each party shall be responsible for its negligent or intentional acts or omissions and the negligent or intentional acts or omissions of its officers, directors, employees, and agents under this Agreement.

6. Limitations of Liability.

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY

PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination.

The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will renew for successive one-year terms thereafter (each, a "Renewal Term") unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering.

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General.

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or

interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

2019-2020 Wadsworth Board of Education Goals

1) Continue to increase our financial IQ:

   a) Understand the relationship between our budget and District goals.

   b) Understand the potential need for a new levy.

   c) Replacement/upgrade for CIS.

2) Continue to create a climate of support for our District staff:

   a) Continue to utilize the culture climate survey and follow up with deliverable action items on topics that need addressed.

   b) Highlight one school building per month (School Spotlight). Highlights to include but not limited to:
      a. Short Presentation at regular monthly Board meeting by the Principal highlighting something special happening in the building
      b. Board will provide their "Just Because Lunch" at the spotlight school that month
      c. Board members may highlight something about the school of the month during their board member items
      d. Board members may visit the building that month to take part in special programs or to visit a student or teacher in a classroom.

   d) Continue to attend teacher and staff functions.

3) Board Professional Development:

   a) Hold yearly work sessions and attend OSBA training sessions..

4) Collaborate and communicate with appropriate officials, staff and the Wadsworth community to develop a plan for the future of Central Intermediate School.

5) Promote, support, and recognize student activities and accomplishments and those of our District overall.

6) Continue to be part of the Mental Health Committee to support, educate, and improve mental and emotional health issues for our students.