Table of Contents

10.12.2020 BOE Mtg. Agenda
9.28.2020 Special BOE Mtg. Minutes
WCS District Strategic Planning Survey Summary of Results
Physician Agreement (J. Burkey)
Physician Agreement (J. Herbert)
Contract for Nonhandicapped Pupils (Wooster City School District)
Policy 3220 (Revised)
Policy 5464 (Revised)
Policy 6325 (Revised)
Policy 6424 (Revised)
Galaxy Agreement
Wadsworth Advisory Committees to the Four Cities Compact
IXL Terms of Service & Addendum
OHSAA Football Tournament Site Agreement
Indiana Wesleyan Univ. MOU
Catalyst Farm Therapies Agreement
Four Cities Compact Career-Tech Cooperative Agreement
Pivot Interactives SBC Privacy Policy & Terms of Use
Overdrive, Inc. Documents
Resolution (Approval of Design Firms/Authority to Enter Contract Negotiatons)
Cash Summary Report
Monthly Financial Update
Settlement Agreement (Broadstone BER East, LLC)
Settlement Agreement (Echo Wadsworth Associates, LLC)

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, OCTOBER 12, 2020, 7:00 P.M.

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

http://bit.ly/wcs20201012
(employees and/or those viewing from a student email acct. who do not plan to make public comment)

or

meet.google.com/air-rfkc-bxc
(participants/board members/those making public comment)

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

(US) +1 470-222-7930
PIN: 906 143 975#

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Special Meeting Minutes

V. Student/Staff Recognition

A. October Students of the Month

Student	Grade	School
Andrew Moser	04	Franklin Elementary School
Cody Arnold	04	Isham Elementary School
Giuliana Belford	04	Lincoln Elementary School
Madison Meisterics	04	Overlook Elementary School
Lucy Roesink	04	Valley View Elementary School
Gracen (Grace) Tarant	05	Central Intermediate School
Joseph Davis, Jr.	08	Wadsworth Middle School
Megan Moore	12	WHS Career-Technical
Brianna Becerra	12	Wadsworth High School

B. Presentation by Dr. R. Kirk Hamilton, Executive Director, Buckeye Association of School Administrators

VI. Administrative Discussion Items, Presentations, and Updates

A. Thematic Content Analysis of Strategic Plan Survey
B. Set Special Meeting to Discuss Creation of New Strategic Plan
C. September 25, 2020 Staff Professional Development Day
D. Diversity and Inclusion Committee

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

a) Maxine Miles-Heidmann, Certified LTS, eff. 10/2/2020
b) Jessica Beckley, Non-Teaching Employee, eff. 10/6/2020
c) Patricia (Pepper) Bates, Certified Substitute, eff. 10/2/2020
d) Linda Pollock-Mueller, Certified Substitute
e) Jennifer Swain, Non-Teaching Employee, eff. 10/12/2020
f) Madeline Kissinger, Theater Tech
g) Rylie Dudich, Theater Tech
h) Live-Streaming Stipend Payees, per attached list
i) Supplemental Contracts, per attached list

2. Resignations

a) Susan Hamblen, Certified Teacher, retirement eff. 7/1/2021
b) Laura Honzu, Strength and Conditioning Coach, eff. 9/28/2020

B. ACTION CONSENT ITEMS

1. Recommendation to accept a $3,739.90 donation from the All-Sports Boosters

2. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement with Jeffrey A. Burkey, M.D.

3. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement with Dr. Joseph Herbert

4. Recommendation to approve the Agreement for Admissions for Nonhandicapped Tuition Pupils Pursuant to Sections 3327.04, 3327.06, and 3317.08 O.R.C. with the Wooster City School District

5. Recommendation to approve a second reading and approval of the following revised Wadsworth City School District Board of Education policies:

a) 3220, Standards-Based Teacher Evaluation, effective 9/1/2020
b) 5464, Early High School Graduation
c) 6325, Procurement- Federal Grants/Funds
d) 6424, Procurement Cards

6. Recommendation to approve the Agreement between the Galaxy and the Wadsworth City School District Board of Education

7. Recommendation to approve the 2020-2021 roster of the Wadsworth Advisory Committees to the Four Cities Compact

8. Recommendation to approve the IXL Terms of Service, including the Addendum to the Terms of Service

9. Recommendation to approve the Ohio High School Athletic Association Football Tournament Site Agreement for Neutral Sites/Regional or State Tournament Sites

10. Recommendation to approve the Memorandum of Understanding for Placement of Field Experience/Internship/Clinical Practice/Student Teaching between Indiana Wesleyan University and the Wadsworth City School District Board of Education

11. Recommendation to approve the Provision of Services Agreement between Catalyst Farm Therapies and the Wadsworth City School District Board of Education

12. Recommendation to approve the Four Cities Compact Career-Technical Cooperative Agreement for the period of July 1, 2020 through June 30, 2025

13. Recommendation to approve the Pivot Interactives SBC Privacy Policy and Terms of Use

14. Recommendation to approve the Overdrive, Inc. School Digital Library (Consortium) Access Agreement, Terms & Conditions, Privacy Policy and Privacy Policy for Children

15. Recommendation to approve the Resolution for Approval of Design Firms and Authority to Enter Contract Negotiations, according to the following ranking:

    1. Hollabird & Root/bshm Architects, Inc.
    2. GPD Group
    3. Hasenstab Architects
    4. Motter & Meadows Architects

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

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

    a. Appropriation Summary Report

b. Revenue Summary Report
c. Cash Summary Report
d. Monthly Financial Update Report

2. Recommendation to enter into a settlement agreement between the Wadsworth City School District Board of Education and the Broadstone BER East, LLC related to Medina County parcel #040-20B-05-019

3. Recommendation to enter into a settlement agreement between the Wadsworth City School District Board of Education and Echo Wadsworth Associates, LLC related to Medina County parcel #040-20B-28-030

IX. Legislative Update

X. Floor Items

XI. Board Member Items

XII. Executive Session

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

A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment
2. Employment ✔
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested)

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

E. Matters required to be kept confidential by federal law or rules or state statutes

F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2 and E as listed above.

XIII. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
October 12, 2020

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

C. September 25, 2020 Staff Professional Development Day: The professional development offerings that were available to Wadsworth City School District employees on the September 25, 2020 professional development day can be viewed by clicking here.

D. Diversity and Inclusion Committee: The Wadsworth City School District's Diversity and Inclusion Committee will meet for the first time on Monday, October 26, from 4:00-5:00 p.m. The meeting will be held via Google Meet. Membership on the committee is open to any Wadsworth City School district student, employee, or community member. The purpose of the committee is to educate, support, and improve diversity and inclusion within our staff and student body. To access the meeting, please use the following:

To join the meeting via video, please click the following link:

https://meet.google.com/gir-szax-cta?authuser=0

To join the meeting via telephone, please call the following number:

(US) +1 502-610-3061
PIN: 995 330 845#

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

b) Jessica Beckley: Ms. Beckley is being recommended to fill the Valley View student attendant position that was left open when Ms. April Jira accepted another position within the district.

e) Jennifer Swain: Ms. Swain is being recommended to fill the Valley View special education aide position, an additional position required to meet the needs of students.

h) Live-Streaming Stipends: The concept of the live-streaming stipends being recommended for approval was included in the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education that was approved by the board of education on September 14, 2020. Wadsworth Education

Association members who are eligible for the stipend meet the following criteria, as taken from the MOU:

"*Teachers who have a full, in-person (students in their building classroom) teaching assignment for the 2020-2021 school year and who are asked to live stream a class(es) to students in Wadsworth Wired will be paid a stipend not to exceed one thousand dollars ($1,000.00) for the 2020-2021 school year. The stipend will be prorated by student day and will only be paid for days that the Wadsworth City School District Board of Education has allowed for students to attend school in-person (payments will not be made if the Wadsworth City School District Board of Education moves all students to remote learning). The prorated stipend will be based upon the following number of student days in the 2020-2021 school year and will be paid at the completion of the 2020-2021 school year:*

a. *Preschool: one hundred thirty-six (136)*
b. *Elementary (K-6): one hundred seventy-one (171)*
c. *Middle and High Schools: one hundred seventy-three (173) "*

B. Action Consent Items

5. **Wadsworth City School District Policy Revisions:** The revisions to Policies 3220 (Standards-Based Teacher Evaluation), 6325 (Procurement-Federal Grants/Funds), and 6424 (Procurement Cards) being recommended for a second reading and adoption will align the policies with current law and/or best practices. The revision being recommended to Policy 5464 (Early High School Graduation) will allow for flexibility when it comes to the required submission of the application to graduate early.

6. **Galaxy Agreement:** The Agreement between the Galaxy and the Wadsworth City School District Board of Education being recommended for approval will allow for a space to offer second and fourth grade gifted identification testing and State of Ohio third grade reading testing to students in Wadsworth Wired.

7. **Four Cities Compact Advisory Committees:** This recommendation is required annually to allow the volunteers to serve on the Wadsworth High School program committees for the Compact: Automotive Technologies; Media Communications; Family & Consumer Science; Marketing Education; Carpentry; Job Training; Engineering, Design & Technology; and Programming, Design & Robotics.

8. **IXL Terms of Service:** The IXL Terms of Service, including the Addendum to the Terms of Service, being recommended for approval will allow our school district to purchase the IXL program, which will be utilized by intervention specialists. The program provides curriculum, data mapping, and individualized instruction.

9. **Ohio High School Athletic Association Football Tournament Site Agreement:** The Ohio High School Athletic Association Football Tournament Site Agreement being recommended for approval is for the football regional playoff game at Art Wright Stadium on October 9, 2020.

10. **Indiana Wesleyan University Memorandum of Understanding:** The Memorandum of Understanding for Placement of Field Experience/Internship/ Clinical Practice/Student Teaching between Indiana Wesleyan University and the Wadsworth City School District Board of Education being recommended for approval will allow for administrative and teaching field experience for students attending Indiana Wesleyan University to occur in our school district.

11. **Catalyst Farm Therapies Agreement:** The Provision of Services Agreement between Catalyst Farm Therapies and the Wadsworth City School District Board of Education being recommended for approval will allow for an independent educational evaluation to be completed for a student, per the federal Individuals with Disabilities Education Act.

12. **Four Cities Compact Career-Technical Cooperative Agreement:** The Four Cities Compact Career-Technical Cooperative Agreement for the period of July 1, 2020 through June 30, 2025 being recommended for approval is required by Ohio Revised Code every five (5) years. The agreement details the organization and operations of the Four Cities Compact.

13. **Pivot Interactives:** The Pivot Interactives SBC Privacy Policy and Terms of Use being recommended for approval will allow the purchase of equipment for a science class at Wadsworth High School.

14. **Overdrive, Inc.:** The Overdrive, Inc. School Digital Library (Consortium) Access Agreement, Terms & Conditions, Privacy Policy and Privacy Policy for Children being recommended for approval will allow us to purchase access to a library of online books for students in grades K-6.

15. **Approval of Design Firms and Authority to Enter Contract Negotiations Resolution:** The Resolution for Approval of Design Firms and Authority to Enter Contract Negotiations, according to the following ranking:

    1. Hollabird & Root/bshm Architects, Inc.
    2. GPD Group
    3. Hasenstab Architects
    4. Motter & Meadows Architects

    being recommended for approval will allow us to take the next step in our process to build a new Central Intermediate School.

    At the January 8, 2020 Wadsworth City School District Board of Education meeting, the following resolution was approved:

    "*Recommendation to approve moving forward with the steps necessary to follow the Central Intermediate School Committee's recommendation to build a new Central*

Intermediate School for students in grades 5-6 on a different site while preserving the current building, in some capacity, with a priority on the preservation of OJ Work Auditorium, while permanently relieving the board of education of the costs and liability associated with the current building"

The agenda detail from January 8 resolution was as follows:

"Central Intermediate School Recommendation: *The recommendation to approve moving forward, beginning in January 2020, with the steps necessary to follow the Central Intermediate School Committee's recommendation to build a new Central Intermediate School for students in grades 5-6 on a different site while preserving the current building, in some capacity, with a priority on the preservation of O.J. Work Auditorium, while permanently relieving the board of education of the costs and liability associated with the current building is necessary to begin the planning and community engagement process that is a critical part of this project. While the process to determine whether our school district is eligible for partial funding for the project through the Ohio Facilities Construction Commission is ongoing and does not currently look promising, the board of education is proceeding with the planning process knowing the project may need to be fully funded through local support.*

The work of the Central Intermediate School Committee, including the ongoing conversations with the Ohio Facilities Construction Commission on funding, can be viewed by clicking here . In addition, a "draft" timeline on the steps involved in the project is as follows:

Activity	***Date***
Board Announces intent to Build New CIS / Bond Issue	*January-20*
Begin Community Engagement Process	*January-20*
Select Construction Legal Counsel and A&E firm	*February-20*
Select Build Process (Design Build, Traditional, CM @ risk)	*May-20*
Selection of Property	*March-21*
Preliminary Plans for Bond Levy (contract w/A&E)	*May-21*
Levy Campaign	*September-21*
Ballot Date	*November-21*
Design Phase Begins	*January-22*
Financing Plan (Bond Issue(s))	*January-22*
Selection of Construction Manager	*May-22*
Design Phase Completed	*December-22*
Bid Openings	*January-23*
Groundbreaking	*March-23*
Open New Building	*August-25*

While the pandemic has altered the timeline, we continue to work through the steps outlined in the timeline above. The board of education will continue to monitor the

economic impact caused by the pandemic as they determine if changes to the approved timeline, including the tentative November 2021 ballot request, are required.

VIII. Items of the Treasurer

B. ACTION CONSENT ITEMS

2. **Settlement Agreement Broadstone BER East, LLC:** Legal counsel for the board of education has been in negotiations with Broadstone BER East, LLC on the Bob Evans property at 151 Park Centre Drive. Details are as follows:

2019 Medina County Auditor Value	$3,003,660
2019 Independent Appraised Fair Market Value	$885,000
Agreed Upon Fair Market Value	$1,041,600
One-time Cash Payment to Board of Education	$14,000

The one-time payment makes the board of education whole for the 2019 tax year.

3. **Settlement Agreement Echo Wadsworth Associates, LLC:** Legal counsel for the board of education has been in negotiations with Echo Wadsworth Associates, LLC on the Giant Eagle property at 793 Ambassador Drive. Details are as follows:

2019 Medina County Auditor Value	$5,791,450
2019 Independent Appraised Fair Market Value	$4,600,000
Agreed Upon Fair Market Value	$4,600,000
One-time Cash Payment to Board of Education	$17,345.75

The one-time payment makes the board of education whole for the 2019 tax year.

EMPLOYMENTS
October 12, 2020

Live-Streaming Stipend Payees

Aaron Austin
Rich Barnett
Amy Clark
Maria Daull
Kate Goodrich
John Johnson
Jason Jurey
Jason Knapp
Beth Lawrence
Robert Lynn
Sandra Mueller
Allison Parsons
Mark Postak
Michael Recupero
Michelle Rohrer
Mark Schoonover
Justine Sheehan
Kip Shipley
Nathan Singleton
Kim Snyder
Sarah Trausch
Jason VanKirk
Bryce Weber

Supplemental Contracts

Kevin Auerbach	Student Council (Franklin Elementary
Cindy Beeman	School) Varsity Asst. Swim Coach
Jay Edurese	Boys Lacrosse Asst. Coach (Volunteer)
Kevin Evans	Boys Lacrosse Asst. Coach (Volunteer)
Jeffrey Kisor	Boys Lacrosse Varsity Coach
Matthew Milano	Boys Lacrosse Reserve Coach
Michael Polack	Boys Lacrosse Asst. Coach (Volunteer)
Dennis Sega	Boys Lacrosse Asst. Coach (Volunteer)

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting Date: September 28 2020

The Wadsworth City Board of Education met in Special Session on Monday, September 28, 2020, at **7:00** P.M at 524 Broad Street and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer
Virtual	Gordon, Stevens
Absent	McComas
Administrators	3
Staff	1
Visitors	2

20-9-81 APPROVAL OF BOARD MINUTES

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

Regular Session September 14, 2020

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

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Discussion: Strategic Planning Process

ADMINISTRATIVE ITEMS

20-9-82 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Gordon**, to adopt the Personnel Consent Items from the September 28, 2020, Special Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations

a)	Alexandra Richards	IS Crossing Guard Supervisor (suppl.)
b)	Austin White	WMS Asst. Football Coach (50%) (suppl.)
c)	Chad Wolf	Vol. WMS Asst. Football Coach (suppl.)
d)	Zachary Ockunzzi	CIS Intramurals (suppl.)

2. Employments

a)	Sarah Kershaw	Non-Teaching Employee	(eff. 09/24/20)
b)	Stephanie Kresowaty	Non-Teaching Employee	(eff. 09/22/20)
c)	Marta Moore	Non-Teaching Employee	(eff. 09/22/20)
d)	Aletha Smith	Classified Substitute	

e) Supplemental Contracts

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

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

20-9-83 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Action Consent Items from the September 28, 2020, Special Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to approve the Use Agreement between Acadience Learning Online and the Wadsworth City School District Board of Education (eff. 09/17/20). **(ATTACHED)**

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

3. Recommendation to approve the SAT Suite of Assessments Terms and Conditions. **(ATTACHED)**

4. Recommendation to approve the Terms of Use with HearBuilder. **(ATTACHED)**

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. **(ATTACHED)**

6. Recommendation to approve the KidsLink School District Contract. **(ATTACHED)**

7. Recommendation to approve the Terms and Conditions and End User License Agreement between ZOHO Corporation Private Limited and the Wadsworth City School District (eff. 09/01/20). **(ATTACHED)**

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. **(ATTACHED)**

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

10. Recommendation to approve the TRW License Agreement. **(ATTACHED)**

11. Recommendation to approve the Wadsworth Amateur Soccer Association (WASA) Agreement (eff. 09/21/20). **(ATTACHED)**

12. Recommendation to approve the Memorandum of Understanding between the Wadsworth Board of Education and the Wadsworth Education Association. **(ATTACHED)**

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. **(ATTACHED)**

14. Recommendation to approve the Master Services Agreement with Frontline Technologies Group LLC, dba Frontline Education. **(ATTACHED)**

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

BOARD OF EDUCATION ITEMS

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

B. Goals for the 2020-2021 School Year:

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 of 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) Continue to highlight and celebrate our school buildings throughout the school year:

i. School Spotlight will only take place if building principal schedules allow and would consist of a short presentation at a Regular Board Meeting, highlighting something special happening in the building.

ii. Board will discuss and implement the best way to show appreciation and support our teachers and staff at each school building throughout the school year.

iii. Board members will continue to highlight school building happenings during their Board Member Items.

iv. Board members may visit the building that month to take part in special programs or to visit a student or teacher in a classroom when/if COVID-19 protocol allows.

c) Continue to attend teacher and staff functions, virtually or in-person.

3. Board Professional Development:

a) Hold work sessions and attend OSBA training sessions.

4. Continue to collaborate and communicate with appropriate officials, staff and the Wadsworth community to develop a plan for the future of Central Intermediate School, while taking into consideration the economic environment at the time.

5. Continue to 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 maintain a strong focus on the overall social emotional and mental health issues of our District.

7. Work with all District and community stakeholders to implement a District-Wide Diversity and Inclusion Committee whose purpose will be to educate, support, and improve diversity and inclusion within our staff and student body.

ADJOURNMENT

20-9-84 The motion was made by **Kramer**, seconded by **Stevens**, to adjourn at **7:42** p.m.

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

(Signed)_____
Julie Batey, President

(Attested)_____
Douglas D. Beeman, Treasurer

Wadsworth City School District Strategic Planning Survey
Summary of Results
September 2020

What follows is a summary of the 2020 strategic planning survey responses. A thematic content analysis was completed where responses were categorized into key words or phrases. Categories where there were more than one (1) respondent are included on this summary document. The Wadsworth City School District Board of Education has full access to all responses.

Question: In regards to the strategic plan area of curriculum/instruction/assessment, please list areas that you feel are a strength of our school district.

Response Theme:	Number of Responses:
Staff	20
Curriculum	10
Honors/CCP/AP Courses	8
Gifted Program	5
Four Cities Compact	5
Small Class Sizes	4
Instruction	3
Fine Arts	2
Professional Development	2
Textbook Adoption Process	2
Technology	2

Question: In regards to the strategic plan area of curriculum/instruction/assessment, please list areas where you feel additional focus would benefit our school district.

Response Theme:	Number of Responses:
Social Emotional Learning	5
Services for Students Who Struggle Academically	5
Instruction	3
Diversity	3
Elementary Gifted Services	3
Curriculum	2
Reduce Class Sizes	2
Increase Options for Non-College Bound Students	2
Technology	2
Add Additional Courses for Students	2
Elementary Reading Program	2

Question: In regards to the strategic plan area of facilities/safety/security/transportation, please list areas that you feel are a strength of our school district.

Response Theme:	Number of Responses:
Safety	22
Facilities	20
Transportation	9

Question: In regards to the strategic plan area of facilities/safety/security/transportation, please list areas where you feel additional focus would benefit our school district.

Response Theme:	Number of Responses:
New CIS Building	8
More School Resource Officers	4
More Aides in the Classroom	3
Revise Transportation Eligibility to Include Those Who Live Less Than One (1) Mile	2
Need Additional Parking	2

Question: In regards to the strategic plan area of faculty/staff/student personnel, please list areas that you feel are a strength of our school district.

Response Theme:	Number of Responses:
High Quality Staff Members	25
Small Class Sizes	3

Question: In regards to the strategic plan area of faculty/staff/student personnel, please list areas where you feel additional focus would benefit our school district.

Response Theme:	Number of Responses:
Increase Diversity in Staff	7
Reduce Class Sizes	2
Increase Number of Mental Health Professionals Available to Students	2
Address Bullying	2
Increase the Number of Aides in the Classroom	2

Question: In regards to the strategic plan area of finance, please list areas that you feel are a strength of our school district.

Response Theme:	Number of Responses:
Fiscal Responsibility	19
CFO/Treasurer	7

Question: In regards to the strategic plan area of finance, please list areas where you feel additional focus would benefit our school district.

Response Theme:	Number of Responses:
Lower Activity Assessment Fee	3
Don't Request a New Levy	3
Revise the Purchase Order Process	2

Question: In regards to the strategic plan area of school/community relations, please list areas that you feel are a strength of our school district.

Response Theme:	Number of Responses:
Communication	30
Community Partnerships	25

Question: In regards to the strategic plan area of school/community relations, please list areas where you feel additional focus would benefit our school district.

Response Theme:	Number of Responses:
Update Website More Frequently	5
Start the School Year in September	2

Question: In regards to the strategic plan area of technology, please list areas that you feel are a strength of our school district.

Response Theme:	Number of Responses:
Device Access/1:1 Program	30
Technology Team	10

Question: In regards to the strategic plan area of technology, please list areas where you feel additional focus would benefit our school district.

Response Theme:	Number of Responses:
Professional Development	7
Remote Learning	3
Internet Access for Students at Home	3
Devices for Support Staff	3
Creation of Technology Standards	2

Question: If you could pick one (1) area that you would like to see our board of education focus on in our next strategic plan, what would it be?

Response Theme:	Number of Responses:
Social Emotional Learning/Mental Health	4
Add Technology Integrationists at Each Building	2
Increase Standardized Test Scores/ Improve State Report Card	2
Reduce Class Sizes	2
Increase AP Course Offerings	2
Address Bullying	2
Increase Staff to Support Student Needs	2

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT TEAM PHYSICIAN AGREEMENT

The Wadsworth City School District Board of Education ("Board") and the undersigned (Jeffrey Burkey, MD) enter into the following agreement for the provision of services as a volunteer Team Physician:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Dr. Burkey shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.

2. Engagement: The Board engages Dr. Burkey as an independent contractor for the performance of certain professional services. Specifically, Dr. Burkey shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Contractor.

3. Term: This Agreement is effective as for the 2020-2021 school year (i.e., July 1, 2020, through June 30, 2021) and is expressly contingent on the Contractor holding a license to practice medicine in Ohio. Dr. Burkey understands that this Agreement shall terminate automatically if Dr. Burkey fails to hold a license to practice medicine in Ohio. The Board may also terminate this Agreement whenever the Board determines that the services of Dr. Burkey are no longer needed. Dr. Burkey may terminate this Agreement at Dr. Burkey's option upon thirty (30) days prior written notice to the Board.

4. Payment: Dr. Burkey is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.

5. Other Compensation: Dr. Burkey agrees that under no circumstances shall he accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of his duties under this Agreement.

6. Duties: Dr. Burkey shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Dr. Burkey shall devote such time as may be reasonably required to perform Team Physician duties under this Agreement. Dr. Burkey shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

7. Independent Contractor: In consideration of this Agreement, Dr. Burkey acknowledges, recognizes, and defines himself as being an independent physician and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Dr. Burkey. Dr. Burkey shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Dr. Burkey shall exercise independent professional judgment in the rendering of services for the Board.

8. Instrumentalities and Tools: Dr. Burkey shall supply the instrumentalities and tools necessary to perform the services as a Team Physician under this Agreement. Dr. Burkey may donate medical equipment and supplies to the Board and students as he sees fit, provided such donation does not remove any portion of the Board's control over the donation.

9. Indemnity and Hold Harmless: SCHOOL shall indemnify, defend and hold harmless Dr. Burkey, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) (collectively,

"Claims") which may be imposed on or incurred by Dr. Burkey in connection with, or arising out of the negligent acts or omissions or willful misconduct of SCHOOL, its agents, employees, or subcontractors, including performance of automated external defibrillation in good faith, in accordance with R.C. 2305.235 and as amended or revised, failure to perform automated external defibrillation, or performance of automated external defibrillation by an individual not authorized to use the automated external defibrillator. SCHOOL's obligations shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of SCHOOL's board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless Dr. Burkey under this Agreement. SCHOOL shall provide Dr. Burkey with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

In addition to the foregoing and without any limitation thereto, SCHOOL further agrees to indemnify, defend and hold Dr. Burkey from and against any and all claims arising out of or related to SCHOOL's failure to ensure the full cooperation of School's Staff or the overruling of Dr. Burkey. SCHOOL's obligations under this Agreement shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of individuals be considered personally liable for indemnifying and holding harmless Dr. Burkey. SCHOOL shall provide Dr. Burkey with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

Dr. Burkey shall indemnify, defend and hold harmless the Board, SCHOOL, its officers, directors, agents, and employees, in both their official and individual capacities, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) which may be imposed on or incurred by the Board, SCHOOL, its officers, directors, agents, and employees, in both their individual and official capacities, in connection with, or arising out of the negligent acts or omissions or willful misconduct of Dr. Burkey. Dr. Burkey's obligations under this Agreement shall not exceed $1,000,000 per incident and $3,000,000 aggregate per year. In no case, shall Dr. Burkey be considered personally liable for indemnifying and holding harmless the Board. SCHOOL, its officers, directors, agents, and employees, under this Agreement.

Release and Waiver of Liability: Dr. Burkey shall perform work under this Agreement at his own risk. Accordingly, the Board requires as a condition of Dr. Burkey's service that he fully release the Board and agree not to sue the Board for any claim that may arise out of his service as a Team Physician.

10. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. *See* 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.

11. Criminal Records Check: Dr. Burkey agrees that the Team Physician Services provided under this Agreement may require Team Physician, and substitute team physician to work unsupervised with children on a regular basis. As a result, SCHOOL requires Team Physician, and substitute team physician to provide a set of impressions of their fingerprints to SCHOOL so that a criminal records check can be conducted at SCHOOL's expense. This criminal records check will be done before Team Physician, and substitute team physician begin their duties and as a condition of Team Physician, and substitute team physician's continued Team Physician Services under this Agreement. Pursuant to Policy 8142 if a criminal records check indicates that Team Physician, and substitute team physician have been convicted of, or pleaded guilty to, any of the offenses described in R.C. 3319.39(1) Team Physician, and substitute team physician shall not be permitted to perform any services for SCHOOL.

12. Compliance With Policies: Dr. Burkey agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time

to time, and any and all applicable laws of the State of Ohio while serving as a volunteer Team Physician, agrees to display appropriate behavior at all times when providing services under this Agreement.

13. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Dr. Burkey that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.

14. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.

15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

16. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.

17. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.

18. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

Thank you for your interest in being an independent Team Physician for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

FOR TEAM PHYSICIAN: [redacted]

_____
Julie Batey*
Board President (In Official Capacity Only)

_____
Douglas D. Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____
* This Agreement has no legal effect absent Board approval

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR PHYSICIAN AGREEMENT
AND WAIVER OF LIABILITY AND RELEASE FORM

The Wadsworth City School District Board of Education ("Board") and the undersigned ("Contractor") enter into the following agreement for the provision of services as an independent contractor:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Contractor shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.

2. Engagement: The Board engages Contractor as an independent contractor for the performance of certain professional services. Specifically, Contractor shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Contractor.

3. Term: This Agreement is effective as for the 2020-2021 school year (i.e., July 1, 2020, through June 30, 2021) and is expressly contingent on the Contractor holding a license to practice medicine in Ohio. Contractor understands that this Agreement shall terminate automatically if Contractor fails to hold a license to practice medicine in Ohio. The Board may also terminate this Agreement whenever the Board determines that the services of Contractor are no longer needed. Contractor may terminate this Agreement at Contractor's option upon thirty (30) days prior written notice to the Board.

4. Payment: Contractor is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.

5. Other Compensation: Contractor agrees that under no circumstances shall Contractor accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of Contractor's duties under this Agreement.

6. Duties: Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement. Contractor shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

7. Independent Contractor: In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor (or Contractor's employees, if any). Contractor shall not be

a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits for Contractor and Contractor's employees, if any. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.

8. Instrumentalities and Tools: Contractor shall supply the instrumentalities and tools necessary for Contractor to perform the services under this Agreement. Contractor may donate such additional medical equipment and supplies to the Board and students as Contractor sees fit, provided such donation does not remove any portion of the Board's control over the donation.

9. Indemnity and Hold Harmless: Contractor shall indemnify, defend, and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions. Contractor's obligation to indemnify, defend, and hold harmless the Board shall not exceed $3,000,000.00 per instance or occurrence, except in cases of willful or intentional actions or omissions by Contractor which shall have no maximum obligation.

10. Release and Waiver of Liability: Contractor shall perform work under this Agreement at Contractor's own risk. Accordingly, the Board requires as a condition of Contractor's service that Contractor fully release the Board and agree not to sue the Board for any claim that may arise out of the Contractor's service. By signing this Agreement, Contractor expressly agrees that, in consideration for being provided the opportunity to serve the public good on a pro bono basis, Contractor knowingly accepts the obligations described above and hereby **RELEASES, WAIVES, AND DISCHARGES** the Board, its members, employees, agents, personal representatives, successors and assigns, **FROM ANY AND ALL LIABILITY OR CLAIMS, KNOWN AND UNKNOWN, WHATSOEVER** arising out of this Agreement.

11. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. *See* 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.

12. Criminal Records Check: Contractor agrees that the services under this Agreement may require Contractor to work unsupervised with children on a regular basis. As a result, the Board requires Contractor to provide a set of impressions of Contractor's fingerprints to the Board so that a criminal records check can be conducted at the Board's expense. This

criminal records check will be done before Contractor begins Contractor's duties and as a condition of Contractor's continued service under this Agreement. Pursuant to Board Policy 8142, if a criminal records check indicates that Contractor has been convicted of or pleaded guilty to any of the offenses described in R.C. 3319.39(1) Contractor shall not be permitted to perform any services for the Board.

13. Compliance With Policies: Contractor agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer. Contractor agrees to display appropriate behavior at all times when providing services under this Agreement.

14. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Contractor that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.

15. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.

16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.

18. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

Thank you for your interest in being an independent contractor physician for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

FOR INDEPENDENT CONTRACTOR:

[redacted]

Julie Batey*
Board President (In Official Capacity Only)

Douglas D. Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____
* This Agreement has no legal effect absent Board approval

CONTRACT FOR NONHANDICAPPED PUPILS

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

District of Attendance

The Wooster City School District 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 School District Board of Education (District of Residence) for educational purposes for the school year of 2020-2021.

The Wadsworth City School District Board of Education (District of Residence) hereby agrees to pay to the Wooster City School District 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 Wooster City School District (District of Attendance).

The Wooster City School District Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, pursuant to 3317.03 O.R.C.

	Name of Student	Address of Student
1.	[redacted]	
2.		
3.		

[redacted] 9/28/20

Dis Signature Date

9/25/2020

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

District of Residence Treasurer Signature Date

Book	Policy Manual
Section	Ready for Production August 2020
Title	Copy of STANDARDS-BASED TEACHER EVALUATION
Code	po3220
Status	
Adopted	November 19, 2007
Last Revised	August 14, 2017

3220 - **STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law. For the 2020-2021 school year, eligible teachers shall be evaluated pursuant to the Ohio Teacher Evaluation System 1.0 and applicable laws (as described below). For the 2021-2022 school year and thereafter, eligible teachers shall be evaluated pursuant to the Ohio Teacher Evaluation System 2.0 and applicable laws.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Wadsworth Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing OTES Advisory Committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Wadsworth Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

D. is a member of the District Administrative staff.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education (ODE) that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

   A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the teacher's academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

Formal Observation Procedure

A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:

A. evidence of planning

B. lesson delivery

C. differentiation

D. resources

E. classroom environment

F. student engagement

G. assessment

A walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough must be placed on the form designated in the Appendix. Feedback from walkthroughs shall be provided electronically within three (3) work days of the walkthrough. The teacher and or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively;

A2. Teachers instructing in value-added courses, but not exclusively;

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.[1]

Shared attribution utilizing the OTES Alternative Framework will be used for all teachers according to the following plan:

A. A1 and A2 teachers will use their value-added data for up to thirty-five percent (35%) of their student growth measure, per Ohio Revised Code;

B. All other teachers will use shared attribution on the District overall value-added section of the Progress Component on the State Report Card for thirty-five percent (35%) of their student growth measure;

C. The remaining fifteen percent (15%) of the student growth measure for each teacher will be based upon the District five (5) year graduation rate on the State Report Card. Per Ohio Revised Code, this will be based upon a four (4) point scale with one (1) being the lowest.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one (1) of three (3) levels of student growth:

A. above

B. expected

C. below

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the Ohio Department of Education's rating and points scale for the OTES Alternative Framework.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."

C. Teachers with an ineffective rating on their teacher performance component will develop a professional improvement plan with their credentialed evaluator. Teachers with an ineffective rating on their student growth measure may be required to develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform

the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Wadsworth Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

[1] If used, only one (1) "shared attribution" measure can be utilized per instructor.

Revised 10/14/13
Revised 11/17/14
Revised 5/11/15
Revised 11/16/15

© Neola 2015

Legal	R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222,
	R.C. 3319.226, 3319.26, 3319.58, 3333.0411
	A.C. 3301-35-03(A)
	Sub. H.B. 362
	H.B. 64 (2015)

Book	Policy Manual
Section	Ready for Production August 2020
Title	Copy of EARLY HIGH SCHOOL GRADUATION
Code	po5464
Status	
Adopted	November 19, 2007

5464 - **EARLY HIGH SCHOOL GRADUATION**

The Board of Education acknowledges that some students seek to pursue educational goals that include graduation from high school at an earlier date than their designated class.

A student who completes the requirements for early high school graduation may participate in the graduation ceremonies with his/her designated class or the class graduating in the year in which s/he completes the District's requirements for high school graduation.

Early High School Graduation - General

Application for early high school graduation should ~~must~~ be submitted to the high school principal, two (2) full semesters prior to the intended date of graduation.

The principal may honor this request if all conditions for high school graduation are met and the student fulfills the high school graduation requirements.

Legal	R.C. 3324.10

Book	Policy Manual
Section	Ready for Production August 2020
Title	Vol. 39, No. 1 - August 2020 Revised PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Adopted	April 11, 2016
Last Revised	May 13, 2019

6325 - **PROCUREMENT - FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113 and Policy 4113 - Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase and, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

A. unreasonable requirements on firms in order for them to qualify to do business

B. unnecessary experience and excessive bonding requirements

C. noncompetitive contracts to consultants that are on retainer contracts

D. organizational conflicts of interest

E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement

F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

~~To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list _____. **[insert frequency. See Drafting Note]**~~
~~**[Drafting Note: The District shall allow vendors not on the pre-qualified list to apply for placement on the list periodically. The District may determine how frequently the pre-qualified list becomes open for new vendors or whether it is open continuously.]**~~

Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

A. **(X) Micro-purchases**

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $_10,000.00_____ ~~**[not to exceed $10,000]**~~. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. **(X) Small Purchases**

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of $_250,000.00_____ **[not to exceed $250,000]**. Small purchase procedures require that price or rate quotations shall be obtained from **(X)** _more than one (1)_____ ~~**( )** an adequate number of~~ qualified source~~s~~. ~~**[Drafting Note: The District may define in policy how many quotations are adequate. The number must be greater than one (1).]**~~

C. **(X) Sealed Bids**

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than $_250,000.00___ ~~**[the lesser of the established Small Purchase threshold or $250,000]**~~ and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed $50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from ~~**( )**~~_____ **(X)** an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

D. **(X) Competitive Proposals**

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. ~~**[Drafting Note: Federal law does not require a competitive proposal unless the procurement is for over $250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Ohio law requires sealed bids when the Board seeks to build, repair, enlarge, improve, or demolish a school building/facility if the cost will exceed $50,000 (see Policy 6320).]**~~

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.

2. Proposals shall be solicited from ~~( )~~ _____ **(X)** an adequate number of sources.

3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

E. **(X) Noncompetitive Proposals**

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source

2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District

4. after solicitation of a number of sources, competition is determined to be inadequate

F. **(X) Noncompetitive Purchases Through Educational Service Centers (ESCs)**

Under State law, the Board of Education may enter into a contract with an educational service center (ESC) that authorizes the ESC to make purchases for supplies, materials, equipment, and services or the delivery of services on the District's behalf. These contracts promote operational efficiency and cost savings, and further enhance the educational experience for our students. Purchases made through such contracts are exempt from competitive bidding. ~~DRAFTING NOTE: this provision applies to 3313.843, 3313.844, and 3313.845 contracts. A District with student enrollment of less than 16k must enter into a contract with an ESC in accordance with 3313.843.]~~ ~~[~~

The District may apply for approval from ODE to use a noncompetitive purchasing method to procure personnel-based services from an ESC only when the following criteria are met:

1. the ESC posts a list of all services it provides including costs of these services on its website;

2. the ESC has been designated as "high performing" by the Ohio Department of Education, and

3. ODE as the passthrough state entity has determined that the ESC was substantially in compliance with all audit rules and guideline during the most recent audit conducted by the Auditor of State

The Treasurer/CFO will submit an application and any required documentation to ODE on the designated form requesting approval for use of a noncompetitive purchasing method for personnel services. Purchases will not be made until the application is approved. Notice of approval will be maintained by the Treasurer/CFO.

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of $250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each

dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over $25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

2 C.F.R. 200.317 - .326
R.C. 3313.843 - 3313.846

© Neola ~~2019~~2020

Legal	2 C.F.R. 200.317 - .326
	R.C. 3313.843 - 3313.846

Book	Policy Manual
Section	Ready for Production August 2020
Title	Vol. 39, No. 1 - August 2020 Replacement PROCUREMENT CARDS
Code	po6424
Status	
Adopted	November 19, 2007

6424 - **PROCUREMENT CARDS**

The Board of Education recognizes that procurement cards offer a convenient and efficient method of purchasing minor goods and services, and therefore authorizes the use of procurement cards. The Board authorizes the Treasurer/CFO to obtain procurement cards for use with Board-approved vendors. The name of the District shall appear on each card.

Procurement cards are cards issued to authorized employees to make purchases of designated items at authorized businesses, and are linked to either a credit card or bank account. They function like a credit card, except that there are more options for spending controls.

~~The Treasurer/CFO shall establish per purchase and per month dollar limits with each voucher for every procurement card, the total value of which shall not exceed $ _____ per year. The Treasurer/CFO may also establish limits on the number of purchases that may be made per day, week, or month with the card. Purchases must be limited to items in the following Merchant Category Codes:~~

The Treasurer/CFO shall manage all procurement cards. Procurement cards are held in the Office of the Treasurer and must be signed out by employees upon receiving an approved purchase order for said purchases.

A. ~~office supplies~~

B. ~~printing and stationery~~

C. ~~catering and other food purchases~~

D. ~~computers and software~~

E. ~~_____~~

F. ~~_____~~

G. ~~other purchases approved by the _____ on a case-by-case basis.~~

The bank manages the procurement card and will provide invoices at least monthly. The Treasurer/CFO will review ~~approve~~ these invoices prior to payment being made. Employees shall submit itemized receipts ~~within _____ days~~ after purchases are made.

The Board authorized the following employees to use procurement cards:

A. ___Any employee with an approved purchase order_____

B. _____

C. _____

Employees who use a procurement card are subject to all procedures and restrictions that apply to the use of credit cards summarized in Policy 6423, as well as administrative guidelines developed by the ~~( ) Superintendent~~ **(X)** Treasurer/CFO.

All approved cardholders must agree to abide by procurement card procedures and regulations set forth in this policy as well as Policy 6423 and relevant administrative guidelines. All transactions must be made by the individual to whom the card is issued. Employees are responsible for the security and physical custody of the card. Lost or stolen cards shall be reported immediately to the Treasurer/CFO.

Employees may use procurement cards only for school-related purposes in accordance with State law and Board policy. Procurement cards shall not be used or circumvent the general purchasing procedures required by Ohio law and Board policy. The procurement card may never be used to purchase alcohol or personal items or services, nor is the personal gain of credit card rewards such as bonus points, frequent flyer miles, or any other affinity program reward program permitted under any circumstances.

[X] Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the District within thirty (30) business days.

Cardholders will immediately surrender their cards upon request of the __Superintendent or Treasurer/CFO_____ for administrative reasons and shall surrender their cards upon separation from employment. This policy and related administrative guideline cannot cover every issue, exception, or

contingency that may arise during the cardholder use of the procurement card.

The __Superintendent_____ shall conduct independent regular reviews of each cardholder's activity to verify that the purchasing card is being used in accordance with this policy and administrative guidelines. Prices for commonly priced items should be periodically verified to prevent schemes of purposeful price inflation.

© Neola 2020

Oct 1, 2020

RE: Wadsworth City Schools Student Testing

Dear Michele

GALAXY

The Galaxy Restaurant & Banquet Center is pleased to propose the following arrangements for your upcoming event.

Date	Time	Function	Function Room	Setup	Attendees	Rental
10/26/2020	9:00am-12:00pm	Student Testing	Starlight / Mars / Venus	Classroom	150	$300.00
10/27/2020	9:00am-12:00pm	Student Testing	Starlight / Mars / Venus	Classroom	150	$300.00
10/28/2020	9:00am-12:00pm	Student Testing	Starlight / Mars / Venus	Classroom	150	$300.00
10/29/2020	9:00am-12:00pm	Student Testing	Starlight	Classroom	75	$100.00

Banquet function rooms are assigned according to the anticipated number of guests. If there are fluctuations in the number of attendees, The Galaxy Restaurant & Banquet Center reserves the right to reassign the banquet function room accordingly.

Deposits

A deposit of $WAIVED is due with the signed contract to hold your event space as definite. All deposits received will be applied towards the total charges of the event. Deposits are non-refundable. If the event does not take place due to a COVID 19 related cancellation, deposits will be refunded and cancellation fees will be waived.

Banquet Rental

The Galaxy Restaurant & Banquet Center is pleased to extend a ***Banquet Minimum of $100.00 per room, per day*** for your event. Failure to meet the established Banquet Minimum will result in a room rental charge being applied to reach the required Banquet Minimum.

Cancellation Policy

Cancellations must be provided in writing to The Galaxy Restaurant & Banquet Center. If the cancellation notice is received more than 180 days prior to the event date, the deposit(s) will be forfeited. If the cancellation notice is received less than 180 days prior to the event date, the deposit(s) will be forfeited and a $500.00 cancellation fee imposed. The cancellation fee is to serve as liquidated damages on behalf of The Galaxy Restaurant & Banquet Center's inability or difficulty rebooking requested date(s), in the time frame mentioned, and not meant as a penalty to the client. If The Galaxy Restaurant & Banquet Center rebooks a like event on the same date that was cancelled, the cancellation fee will be refunded minus a $100.00 administrative fee. Cancellation fees are due and payable within thirty (30) days after cancellation of the agreement. An interest fee will be assessed at the rate of 1.5% per month.

The performance of this agreement by either party is subject to acts of God, government regulations, disasters, strikes, civil disorders or other emergencies making it illegal or impossible to provide the facilities for your event. It is provided that this agreement may be terminated for any one or more such reasons by written notice from one party to the other. In the event of such written notice of cancellation for the above mentioned reasons, no cancellation penalties will be invoked. If the cancellation is related to COVID 19, no cancellation fees will be enforced.

Payment

The balance based on the guaranteed number of attendees is due the **day of the event.** Acceptable forms of payment include cash, credit card or cashier's check; unless prior payment arrangements have been made with the Banquet Director. Any additional charges resulting from such things as increased number of attendees or damage to the facility will be due upon departure. If a remaining balance is left outstanding, an interest fee will be assessed at the rate of 1.5% per month.

Hours

Time allotment for The Galaxy Restaurant & Banquet Center's functions is based on specific time availability. Functions exceeding the pre-determined departure time will be assessed an additional charge of ***seventy-five dollars ($75.00) plus tax per half hour***. Evening departure time will be no later than 12:00 AM (midnight) unless pre-arranged with the Banquet Director.

Banquet Regulations

The Galaxy Restaurant & Banquet Center must provide all food and beverage unless approved by Banquet Director. All alcohol must be purchased through The Galaxy Restaurant & Banquet Center. All bartenders must be employees of The Galaxy Restaurant & Banquet Center. Purchaser agrees to abide by all state laws regarding alcohol consumption including restrictions of consumption by a minor. Management reserves the right of refusal or discontinuance of alcoholic beverage to any individual guests. All serving of alcohol at banquet functions are to cease at 11:45 PM. Your group acknowledges that The Galaxy Restaurant & Banquet Center cannot be responsible for the safekeeping of equipment, supplies, written material or other valuable items. Accordingly, your group acknowledges that it will be responsible for providing security for any such aforementioned items and hereby assumes the responsibility for loss thereof. Likewise, the function host will be responsible and charged for any damage(s) or theft of The Galaxy Restaurant & Banquet Center's facilities caused by its group during the scheduled function. The Galaxy Restaurant & Banquet Center will arrange for security personnel when necessary at any contracted event, the charge for which will be an additional fee to the function host. In accordance with local and state health department regulations, no food or beverage may be taken out of the banquet facility following the event. Confetti and glitter is not to be used without permission of the Banquet Director. An additional $150.00 service fee may apply.

Gratuity

Our banquet staff are paid wages that are not dependent on gratuity to meet minimum wage requirements. If you feel the staff went above and beyond your expectations please feel free to provide gratuity based on your discretion.

We are currently holding event space for you on a tentative basis. This agreement will only become binding when signed and dated by both the client and The Galaxy Restaurant & Banquet Center along with simultaneous receipt of the client's deposit.

Please review and sign one copy of this event contract and return it to our office with your deposit no later than Oct 14, 2020 Thank you again for choosing The Galaxy Restaurant & Banquet Center. It will be a pleasure working with you in making your event a success!

Sincerely,
The Galaxy Restaurant & Banquet Center
Event Name: Wadsworth City Schools Student Tes[redacted]

Client Signature Date Galaxy Representative Date

GALAXY

201 Park Centre Dr. * Wadsworth, OH 44281 * 330-334-FOOD (3663) * www.galaxyrestaurant.com

Wadsworth Advisory Committees to the Four Cities Compact (2020-2021)

Committee Member	Company	Program
Adam Etling	Land Rover Solon	Automotive Technology
Clark Wilson	Premier GMC	Automotive Technology
Drew Sims	VanDevere Chevrolet	Automotive Technology
Frank Dennemiller	Mobile Service & Repair	Automotive Technology
Jack Mills	Fred Martin Collision	Automotive Technology
Jeff Collins	Retired Auto teacher/ lab assistant at MCCC	Automotive Technology
Jeff Mazzei	Fisher Federated Auto Parts	Automotive Technology
Johnmark Ocheltree	Shearer Equipment	Automotive Technology
Kevin Marzuli	Hastings Automotive	Automotive Technology
Mike Tighe	AATEC Automotive Equipment	Automotive Technology
Pete Alexander	Wadsworth City Schools	Automotive Technology
Sam Adair	Stark State College	Automotive Technology
Austin Reddish	Senior Student	Carpentry
Bill Simmons	Simmons Bros. Construction	Carpentry
Bill Smith	Stiner Lumber	Carpentry
Brad Brman	Electrician	Carpentry
Chris Kallai	Wadsworth City Schools	Carpentry
Chris Kallai Jr	CNK Construction	Carpentry
Jesse Smith	Former Carpentry Teacher	Carpentry
Joshua Kallai	Clean by Kallai Window Cleaning	Carpentry
Kip Shipley	Wadsworth City School	Carpentry
Mark Thompson	Thompson Excavating	Carpentry
Ryan McNeil	Ream Construction	Carpentry
Zak Ryan	Davis Door	Carpentry

Ben Weber	Clampco	Eng, Design, Tech/ Progr, Design, Robotics
Brian Steiner	Ashland University	Eng, Design, Tech/ Progr, Design, Robotics
Chris Kallai	Kallai Construction	Eng, Design, Tech/ Progr, Design, Robotics
Dan Chase	Parker Hannifin	Eng, Design, Tech/ Progr, Design, Robotics
Dan Kandray	University of Akron	Eng, Design, Tech/ Progr, Design, Robotics
Jackie Schulte	SFS Intec	Eng, Design, Tech/ Progr, Design, Robotics
Jason VanKirk	Wadsworth City Schools	Eng, Design, Tech/ Progr, Design, Robotics
Jeff Schaffer	Parker Hannifin	Eng, Design, Tech/ Progr, Design, Robotics
Jennifer Sperbeck	SME Prime	Eng, Design, Tech/ Progr, Design, Robotics
Keri Neff	ARCONIC	Eng, Design, Tech/ Progr, Design, Robotics
Kip Shipley	Wadsworth City Schools	Eng, Design, Tech/ Progr, Design, Robotics
Luaren Thompson	Clampco	Eng, Design, Tech/ Progr, Design, Robotics
Pete Alexander	Wadsworth City Schools	Eng, Design, Tech/ Progr, Design, Robotics
Ron Scozzari	SME Prime	Eng, Design, Tech/ Progr, Design, Robotics
Wesley Carpentry	University of Akron	Eng, Design, Tech/ Progr, Design, Robotics
Amy Broadhurst	Wadsworth City Schools	Family & Consumer Sciences
Ben Cook	Marcum LLP	Family & Consumer Sciences
Carrie Knapp	Highland Local Schools	Family & Consumer Sciences
Chrystan Richardson	City of Cuyahoga Falls	Family & Consumer Sciences
Dennis Ott	Ott Brothers Building & Design	Family & Consumer Sciences
Jackie Hamilton	University of Akron	Family & Consumer Sciences
Kathy Ott	Ott Brothers Building & Design	Family & Consumer Sciences
Shelly Rohrer	Wadsworth City Schools	Family & Consumer Sciences

Trish Swanson	Wadsworth City Schools	Family & Consumer Sciences
Al Daviso	The University of Akron	Job Training
Andrew Subotnik	11 AM Industries	Job Training
Darla Ruff	Norton City Schools	Job Training
Erin Mauer	Windfall Industries	Job Training
Joey Penko	Copley-Fairlawn City Schools	Job Training
Josephine Huskins	Student	Job Training
Karen Kriss	Opport. For Ohioans with Disabilites	Job Training
Kelly Hooper	Norton City Schools	Job Training
Nancy Huskins	Parent	Job Training
Ryan Whited	Four Cities Compact	Job Training
Adam Todd	Fisherman's Central	Marketing Education
Dwain Kibler	Retired Teacher/Community Member	Marketing Education
Jacob Farrar	Akron University	Marketing Education
Jacob Russell	Current Student	Marketing Education
Logan Broadbent	General Electric	Marketing Education
Nancy Likens	Soprema Senior Center	Marketing Education
Sam DeDominicis	Kent State Stark/Former Student	Marketing Education
Susan Everhart	Wadsworth City Schools	Marketing Education
Tammy DeDominicis	Green Local Schools/Former Parent	Marketing Education
Jess Byard	Red Point Digital	Media Communications
Juan Contreras Barberena	ZTV/University of Akron	Media Communications
Justin Stine	Mosher Media	Media Communications
Kristen Stipkovich	Venture Products, Inc	Media Communications
Pam Csaky	Wadsworth City Schools	Media Communications

Rich Barnett	Wadsworth City Schools	Media Communications
Scott Hallgren	Kent State University	Media Communications

Terms of Service

Effective date: June 1, 2018

Thank you for your interest in using the online services operated by IXL Learning, Inc. (hereafter called "IXL"). These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with www.ixl.com (collectively, the "Service"), which are offered through (i) www.ixl.com, (ii) mobile applications associated with www.ixl.com, and (iii) any other IXL website, app or online service which links to these Terms of Service.

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Service. IXL reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an IXL account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

A note about Student Data: This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by this Agreement and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. THE SERVICE

The Service helps its users to learn and practice various subjects including mathematics, language arts, science, and social studies. Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. ~~You understand and agree that the Service is provided "as-is" and that IXL assumes no~~

8/27/2020

~~responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service.~~

9/27/2020

IXL grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by IXL for use in accessing the Service.

To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

2. ELIGIBILITY AND AUTHORITY

IXL does not sell the Service to children, but only to adults who can purchase the Service with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply.

If you open an IXL account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact IXL to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).

COPPA

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for IXL to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as IXL and that they provide a copy of our Privacy Policy and the IXL Learning Student Data Privacy Pledge to parents.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IXL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete,

IXL has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

4. GENERAL ACCOUNT INFORMATION

IXL sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the IXL website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of IXL.

IXL provides a variety of "account types" which may apply depending on the subscriber and the way an IXL account is created. Each account type has a default set of Account Terms which apply unless superseded as set forth above. IXL reserves the right to provision accounts that do not belong to any of these default account types and/or to provision accounts with different Account Terms regardless of its account type.

Account Types:

- Family Account — A family account is purchased by or for a Parent. Family accounts are generally only available for purchase through the IXL website or a third-party app store using a credit card. A family account typically includes child profiles that can be used by a Parent's child at the Parent's direction. Family account subscriptions are generally for a term of one month, six months, or one year. The term is disclosed at the time of purchase. If multiple terms are available, the term can be selected at the time of purchase or later changed by contacting help@ixl.com. Family accounts automatically renew. See Section 6 below for more information about automatic renewal and cancellation of automatically renewing accounts.

- Classroom Account — A classroom account is purchased by or on behalf of a school, such as by a teacher. Classroom accounts may generally be purchased either through the IXL website, or by phone or e-mail. A classroom account typically includes a single teacher user and a small number of student users (which may vary depending on the purchase). A classroom account is typically for a term of one year. The term is disclosed at the time of purchase. Classroom accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., teacher) to renew and continue using a classroom account past the end of the term. A classroom account is a type of school account. More information relating to school accounts may be found in Section 5 below.

- Site Account — A site account is purchased by or on behalf of a school or school district. Site accounts may be purchased by phone or e-mail. A site account typically includes an unlimited number of teacher users and a set maximum number of student users (which may vary depending on the purchase). A site account may be for a term of one year or longer. The term is disclosed at the time of purchase. Site accounts do not automatically renew.

Action must be taken by the school or its authorized representative (e.g., school administrator) to renew and continue using a site account past the end of the term. A site account is a type of school account. More information relating to school accounts may be found in Section 5 below.

Quotes and Proposals: Any quotes or proposals provided by IXL are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by IXL at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to IXL and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from IXL you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all quote and proposal materials upon receiving a request to do so from IXL. ~~To the extent that public records laws may apply to a quote or proposal provided by IXL, you agree to immediately notify IXL of any public records request that may result in disclosure of an IXL quote or proposal and provide IXL all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with IXL.~~

8/27/2020

Payments: School accounts have the option to make payment by credit card, check, or other methods at IXL's discretion (contact us for details). Payment must be received by IXL no later than 30 days after IXL issues an invoice. If IXL does not receive payment within 30 days, the invoice is past due and IXL reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. IXL reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law ~~and its reasonable attorney's fees in securing payment of~~ for past due amounts.

8/27/2020

Cancellation: Except as set forth below or otherwise agreed by IXL in a signed writing, accounts may not be canceled until the end of the current term of the account. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term.

IXL permits early cancellations only in the following circumstances:

- In the event that the Service is permanently discontinued.

- IXL otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ration or to the greatest extent permitted by law. The parties agree that IXL's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ration of fees in the event of early cancellation is not necessary or appropriate.

End of Subscription: When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, IXL may, at its sole discretion, permit continued, limited access for users of the Account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the

account. If an account-holder or any of its users wishes to save or maintain any data, it is the account-holder and its user's sole obligation to download such data before the conclusion of the term. Once the term of an account ends, IXL may delete data relating to an account in accordance with this Agreement and the Privacy Policy. It is the account-holder's sole responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

5. SCHOOL ACCOUNTS AND STUDENT DATA

This Section 5 applies to a School's use of the Service.

When IXL is used by a School for an educational purpose, IXL may collect or have access to Student Data that is provided by the School or by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

The School or the student, and not IXL, owns and controls the Student Data. You authorize IXL to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

Compliance with Laws. In the U.S., IXL may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). Individually and collectively, we and our School Users agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.

Use of Student Data. By submitting, providing us access to, or causing us to receive Student Data, you agree that IXL may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

Use of De-Identified or Anonymized Student Data. You agree that both before and after the term of the Agreement, IXL may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that IXL may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Use of Personal Information for Marketing. You agree that IXL may provide customized content, advertising, and commercial messaging to school, teacher or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, IXL shall never use Student Data to engage in targeted advertising.

Disclosure of Student Data and Third-Party Service Providers. You acknowledge and agree that IXL may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling,

transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. IXL shall not share Student Data with third parties other than as described in this Agreement and in the IXL Privacy Policy, or with consent of the School or parent.

Student Data Access and Deletion Requests. You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that IXL shall not be required to delete Student Data that has been moved to a personal family account on the Service or as otherwise prohibited by law. A parent or student over the age of 18 seeking to access, modify, correct, or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. IXL is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Data Security and Breach Notification. We have implemented administrative, physical and technical safeguards designed to secure the personal information in IXL's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of IXL or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and IXL shall indemnify the School for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of IXL or its agents, IXL shall reasonably cooperate with School's investigation of the Security Event, as School requests, at School's reasonable expense, but IXL shall not indemnify a School for costs associated with the Security Event. IXL shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to users that are not associated with a School account.

State Specific Terms. The following additional terms may apply depending on the state a School is located:

8/27/2021

5.1 Connecticut

This Section 5.1 applies to the use of the Service by Schools located in the State of Connecticut. The purpose of this Section 5.1 is to document compliance with applicable Connecticut state laws that may apply to the use of the Service by Schools in Connecticut, such as Conn. Gen. Stat. Ann. § 10-234aa-dd. This Section 5.1 incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

If you open an IXL account to provide the Service to students in a School located in the State of Connecticut, you represent and warrant that you are authorized to do so on behalf of the local or regional board of education with authority over the School and that you are authorized to communicate with IXL on behalf of the local or regional board of education.

IXL and you shall comply with all applicable sections of Conn. Gen. Stat. Ann. § 10-234aa-dd. The following terms shall apply as required by Conn. Gen. Stat. Ann. § 10-234bb. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.1 shall apply.

a. Student information, student records and student-generated content are not the property of or under the control of IXL.

b. The local or regional board of education may request the deletion of any student information, student records or student-generated content in the possession of IXL by sending a request to compliance@ixl.com. As permitted by Conn. Gen. Stat. Ann. § 10-234bb(2), IXL is not required to delete information prohibited from deletion or required to be retained under state or federal law or stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor. IXL will, however, comply with requests for deletion of student information, student, records, or student-generated content that is restored from such disaster recovery storage systems.

c. IXL will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to this Agreement.

d. A student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record by contacting their School. IXL will respond to such requests in accordance with instructions sent by an authorized School representative to compliance@ixl.com.

e. IXL will take actions designed to ensure the security and confidentiality of student information, student records and student-generated content.

f. IXL will promptly notify the local or regional board of education in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.

g. Student information, student records or student-generated content shall not be retained or available to the contractor upon expiration of this Agreement. This restriction shall not apply to the extent that a student, parent or legal guardian of a student independently establishes or maintains an electronic account with IXL for the purpose of storing their student-generated content.

h. IXL and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

i. The laws of the state of Connecticut shall govern the rights and duties of IXL and the local or regional board of education.

j. If any provision of this Section 5.1 is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

9/27/2021
MM

~~**6. MEMBERSHIP AND BILLING FOR ACCOUNTS WITH AUTOMATIC RENEWAL**~~

9/27/2021
MM

This Section 6 applies to accounts that have been created through the Service using a credit card and automatically renew.

You can find specific details regarding your membership with IXL at any time. Simply sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. You may also contact IXL with any questions that you may have by contacting us.

Billing and Automatic Renewals.

MEMBERSHIP SUBSCRIPTION RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH SUBSCRIPTION PERIOD (MONTHLY OR YEARLY), UNTIL YOU CANCEL.

By starting your IXL membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the term of your membership (e.g., monthly or yearly) you chose during registration. Thereafter, we will automatically renew your subscription on each (monthly or yearly) anniversary of your subscription date, and as authorized by you by checking the box demonstrating your consent for automatic monthly/yearly renewals of your subscription during the sign-up process, we will charge your then-current payment method (or to a different payment method if you change your account information) associated with your account with the applicable then-current fee and any sales or similar taxes that may be imposed. Please note that prices and charges are subject to change with notice. As used in this Agreement, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method.

8/27/2020

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Membership details page. To access your Membership details page, sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

You must cancel your membership before it renews each billing period to avoid billing of the next membership fee to your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. Sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details to see the commencement date for your next renewal period. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you

became a paying member on January 31, your Payment Method would next be billed on February 28.

Cancellation of Automatic Renewals. You may cancel your IXL membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your IXL account and click the words "Cancel membership" on your Membership details page. Follow the instructions for cancellation under the heading "Cancel Membership."

8/22/2020
NB

Price Changes. We reserve the right to adjust the pricing for our Service, including but not limited to membership subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes will take effect following posting or other notice to you (e.g., e-mail).

Purchases through Third-Party Stores. If you purchased your IXL membership through a third-party store, such as through your Apple iTunes or Google Play account, portions of this Section may not apply to you. Because such a purchase is between you and the third-party store, and not IXL, you acknowledge and agree that IXL is not responsible for billing for your membership and is not responsible or liable for any claims relating to the billing of your purchase. If you have questions about membership or billing, you should contact the Apple iTunes store directly.

7. ACCOUNT PASSWORD AND SECURITY

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify IXL of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. IXL cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

IXL accounts may not be shared by more than one person or organization unless express authorization is given by IXL Learning, Inc.

8. USER CONTENT

You are solely responsible for any content that you create, transmit or display while using the Service.

The Service or IXL may now or in the future allow Users to submit, post, display, provide, or otherwise make available content such as text, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

We claim no ownership rights over User Content created by you. The User Content you create remains yours.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to IXL, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to IXL a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and IXL's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

8/27/2020

You must have the legal right to the User Content you submit to the Service. You may not upload or post any User Content to the Service that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may post only User Content that you have permission to post by the by the owner or by law.

9. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify IXL's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

2. Identification of the copyrighted work that you claim has been infringed;

3. Identification of the material that is claimed to be infringing and where it is located on the Service;

4. Information reasonably sufficient to permit IXL to contact you, such as your address, telephone number, and, e-mail address;

5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

(11)



DMCA Agent; Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying IXL and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with IXL's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, IXL has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. IXL may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction(s) in which you reside. You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the jurisdiction(s) in which you reside.

~~11. INDEMNITY~~

~~To the extent permitted by applicable law, you agree to indemnify and hold IXL, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Service, including without limitation, User Content, (ii) your use or misuse of the Service, (iii) your connection to the Service, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. IXL reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.~~

8/27/2000

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

13. NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT

IXL may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by IXL in our sole discretion.

IXL may, in its sole discretion, modify or update this Agreement from time to time, which will be reflected in the `date last modified´ set forth below. If we change this Agreement in a material manner, we will update the `Effective Date´ at the top of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.

We need to give advance approval. Modify Language. 8/27/2020 MM

Notwithstanding the foregoing, IXL shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

must be okay.

In the event that you have entered into a signed, written agreement with IXL in addition to this Agreement, any changes to this Agreement will not be effective as to you until either (a) you affirmatively accept the changes to this Agreement, either electronically or in a signed writing or (b) upon renewal at the end of the current term of your account.

You will not be permitted to continue using the Service and IXL reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by IXL to this Agreement.

?

Notices that are required or permitted to be sent to IXL must be sent to the following mailing address by certified mail with a copy sent by e-mail.

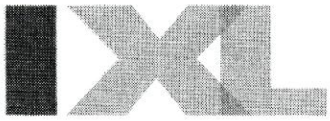
Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

14. MODIFICATION OR TERMINATION OF SERVICE

8/27/2020 MM

~~IXL reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that IXL shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service.~~ In the event of permanent discontinuance of the Service, IXL's liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

You agree that IXL, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if IXL believes that you have violated or acted inconsistently with the letter or



spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that IXL may immediately deactivate or delete your account and all data relating to your account and/or bar any further access to the Service. Further, you agree that IXL shall not be liable to you or any third party for any termination of your access to the Service.

15. LINKS

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because IXL has no control over such sites and resources, you acknowledge and agree that IXL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that IXL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

16. IXL's PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by IXL or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

The Service is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

IXL reserves the right to cancel your account without refund if it is determined that you have violated this section of the Agreement.

~~**17. DISCLAIMER OF WARRANTIES**~~

~~YOU EXPRESSLY UNDERSTAND AND AGREE THAT:~~

~~1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.~~

8/27/2020

2. IXL MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

8/27/2020

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

18. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IXL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF IXL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

8/27/2020

In no event shall IXL or its subsidiaries, parent companies, affiliates, licensors, contractors, employees, officers, directors, agents or third-party partners' total liability to you for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the IXL Service (whether in contract, tort, warranty or otherwise, exceed the amount paid by you, if any, for accessing the IXL Service during the twelve (12) months preceding your claim or one hundred dollars ($100), whichever is greater.

8/27/2020

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

20. TRADEMARK INFORMATION

IXL and the IXL logo are registered trademarks of IXL Learning, Inc. You agree not to use any IXL trademarks without the express advance written permission of IXL.

21. GOVERNING LAW AND VENUE

~~You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California.~~ This Agreement shall be governed by the internal substantive laws of the State of ~~California,~~ Ohio without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

8/27/2020

You agree to submit to the personal jurisdiction of the federal and state courts located in ~~San Mateo County, California~~ Medina County, Ohio for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that ~~San Mateo County, California~~ Medina County, Ohio is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

8/27/2020

22. ARBITRATION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IXL. For any dispute with IXL, you agree to first contact us at legalnotices@ixl.com and attempt to resolve the dispute with us informally. In the unlikely event that IXL has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in ~~San Mateo County, California,~~ Medina County, Ohio unless you and IXL agree otherwise. If you are a School or are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award ~~rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from~~

8/27/2020

(19)

~~JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing IXL from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.~~

8/27/2020
BP

23. CLASS ACTION/JURY TRIAL WAIVER

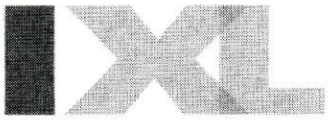
WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND IXL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

24. ADDITIONAL TERMS FOR MOBILE APPLICATIONS

Mobile Applications, Generally. We may make available software to access the Service via a mobile device ("Mobile Applications"). To use a Mobile Application, you must have a mobile device that is compatible with at least one of the Mobile Applications. IXL does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. IXL hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one IXL User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (iv) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that IXL may from time to time issue updates and upgrades, including but not limited to upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. By installing the Mobile Applications, you consent to the activation of the Mobile Application by IXL, 777 Mariners Island Blvd., Suite 600, San Mateo, CA 94404, and to all future automatic upgrading and updating on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You

can withdraw your consent at any time by uninstalling the Mobile Applications. To request assistance, please contact IXL support at help@ixl.com. You acknowledge and understand and agree that the Mobile Applications, and the Service (including any updates and upgrades) will (a) cause your device to automatically communicate with our servers to deliver the Service's functionalities (as described where you downloaded the Mobile Applications (such as iTunes and Google stores) (b) affect the app-related preferences or data stored in your device, and (c) collect personal information as set out in our Privacy Policy. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and IXL or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. IXL reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

Mobile Applications from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and IXL, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, IXL, not Apple, will



be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and IXL acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

Mobile Applications from Google Play Store. The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and IXL only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) IXL, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to IXL's Google-Sourced Software.

25. GENERAL TERMS

This Agreement, together with any amendments and any additional agreements you may enter into with IXL relating to the Service, shall constitute the entire agreement between you and IXL and govern your use of the Service, superseding any prior agreements between you and IXL. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of IXL. The failure of IXL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action ~~has accrued.~~ is known We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.

MB 8/27/2020

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

School

Name: _____

Position: _____

Date: _____

Signature: _____



IXL LEARNING, Inc.

Name: _____

Position: _____

Date: _____

Signature: _____

Last Updated: June 1, 2018

Company info | Membership | Blog | Terms of service | Privacy policy | Help center | Tell us what you think | Testimonials | Jobs | Contact us

IXL LEARNING © 2018 IXL Learning. All rights reserved. Follow us

ADDENDUM TO IXL LEARNING TERMS OF SERVICE
FOR Wadsworth City School District

IN CONSIDERATION of the mutual promises by IXL Learning, Inc. ("IXL") and Wadsworth City School District ("you") in this Addendum, IXL and you agree to the following changes to IXL's Terms and Conditions of Sale ("TOS"), as follows:

1. **Section 1 (The Service)** is hereby amended by removing the following:

"You understand and agree that the Service is provided "as-is" and that IXL assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service."

2. **Section 4 (General Account Information/ Quotes and Proposals)** is hereby amended by removing the following:

"To the extent that public records laws may apply to a quote or proposal provided by IXL, you agree to immediately notify IXL of any public records request that may result in disclosure of an IXL quote or proposal and provide IXL all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with IXL."

3. **Section 4 (General Account Information/ Payments)** is hereby deleted in its entirety and replaced with the following:

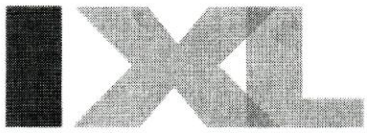
"School accounts have the option to make payment by credit card, check, or other methods at IXL's discretion (contact us for details). Payment must be received by IXL no later than 30 days after IXL issues an invoice. If IXL does not receive payment within 30 days, the invoice is past due and IXL reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. IXL reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law in securing payment of past due amounts.

4. **Section 5 (School Accounts and Student Data / 5.1 Connecticut)** is hereby deleted in its entirety.

5. **Section 6 (Membership and Billing for Accounts with Automatic Renewal)** is hereby deleted in its entirety.

6. **Section 8 (User Content)** is hereby amended by removing the following:

"By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to IXL, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to IXL a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and IXL's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User



Content as permitted through the functionality of the Service and under this Agreement."

7. **Section 11 (Indemnity)** is hereby deleted in its entirety.

8. **Section 14 (Modification or Termination of Service)** is hereby amended by removing the following:

"IXL reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that IXL shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service."

9. **Section 17 (Disclaimer of Warranties/ #1 and #2)** are hereby deleted in their entirety.

10. **Section 18 (Limitation of Liability**) is hereby deleted in its entirety.

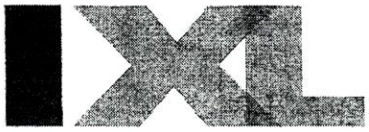
11. **Section 21 (Governing Law and Venue)** is hereby deleted in its entirety and replaced as follows:

"This Agreement shall be governed by the internal substantive laws of the State of Ohio, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in Medina County, Ohio for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Medina County, Ohio is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable."

12. **Section 22 (Arbitration)** is hereby deleted in its entirety and replaced with the following:

"READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IXL. For any dispute with IXL, you agree to first contact us at legalnotices@ixl.com and attempt to resolve the dispute with us informally. In the unlikely event that IXL has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as



provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Medina County, Ohio, unless you and IXL agree otherwise. If you are a School or are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing and administrative and arbitrator fees in accordance with JAMS rules."

13. **Section 25 (General Terms)** is hereby amended by replacing "has accrued" with "is known."

14. All remaining terms of the TOS remain in full force and effect. Capitalized terms used but not defined in this Addendum shall have the same meaning as ascribed to them in the TOS.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth above.

IXL Learning, Inc.

By_____
Its:
Date: _____

Wadsworth City School District

By_____
Its:
Date: _____

Rev. 10/06/2020

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION
4080 ROSELEA PLACE ~ COLUMBUS, OHIO 43214

FOOTBALL TOURNAMENT SITE AGREEMENT
FOR NEUTRAL SITES / REGIONAL OR STATE TOURNAMENT SITES

THIS AGREEMENT made and entered into this 7th day of Oct., 2020 by and between the Ohio High School Athletic Association (hereinafter "OHSAA"), located at 4080 Roselea Place, Columbus, OH 43214 and Wadsworth City Schools located at 524 Broad St., Wadsworth, OH 44281 (hereinafter "HOST"[1]). In consideration of the terms and conditions and mutual promises herein, the parties mutually consent, represent and agree to carry out all undertakings necessary to comply with the terms hereinafter set forth.

1. **LICENSE**
   a. HOST agrees to license the premises known as Art Wright Stadium located at 280 Grandview Ave., Wadsworth, OH 44281 (hereinafter the "Facilities").
   b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA (REGIONAL) STATE (circle one) Tournament in the sport of football.
   c. The dates for this tournament are listed below.

Oct. 9, 2020	

2. **PREMISES**
   a. HOST hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.

   b. HOST shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

3. **CONSIDERATION**
   a. OHSAA agrees to pay HOST in accordance with the Fee Schedule set forth by the OHSAA Executive Director's Office and for the licensing fee which includes and provides for the exclusive use of the HOST's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.

   b. HOST shall designate a "site manager" who shall be the HOST's liaison between HOST and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at HOST's site in accordance with the standards established by the OHSAA. The HOST shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the HOST make another

[1] Host may refer to school district, nonpublic school or other entity with which the OHSAA is contracting for access to a facility.

selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.

c. The HOST's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at HOST's site. Furthermore, HOST shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.

d. The HOST shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Executive Director or Executive Director's designee.

4. **TICKETS**

a. **Electronic Ticketing:** The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at any or all of its tournament events. If and wherever practicable, the OHSAA intends to offer the sale of electronic tickets to customers as a paperless, touchless process by which fans can gain entrance to OHSAA tournament events (note that a printing option of the electronic ticket is also available). If e-ticketing is utilized for the events described in this Agreement, HomeTown ticketing and/or the OHSAA shall provide adequate training of HOST personnel assigned to ticket gates and points of entrance to the facilities described herein.

b. **Printing:** Notwithstanding the electronic ticketing process set forth above, the Parties hereto acknowledge that paper tickets may still be made available to spectators when/where e-ticketing is impractical. As such, and unless otherwise agreed to between the parties, OHSAA shall be responsible for providing HOST with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.

c. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all paper ticket sales shall be under HOST's control. HOST shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Executive Director's Office.

d. **Revenue:** Except as it relates to the sale of electronic tickets, all ticket revenues shall be held in custody of the HOST and deposited and held in a restricted, agency fund separate and distinct from the HOST'S other funds, until final settlement with the OHSAA. HOST agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the HOST in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.

e. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by HOST to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.

e. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be admitted to the ticket office at all reasonable times when accompanied by the HOST'S duly designated representative.

f. **Reports:** The HOST shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by HOST's check within 30 days following the completion of the events, unless a longer term is agreed to by the parties.

5. **SUITABILITY**

HOST shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff, and fans.

6. **LICENSE, PERMITS**

HOST agrees, represents and warrants that HOST has obtained any and all necessary permits, licenses and rights from all copyright holders and/or their agents for any and all music or works HOST may play through HOST'S public address system (or through any other system) before, during and after the subject contests and which music or works are protected by statutory or common-law copyrights or other proprietary law.

7. **EMERGENCY ACTION PLAN**

HOST represents and warrants that it has developed and implemented an Emergency Action Plan in anticipation of a variety of emergencies reasonably foreseeable given the nature of facilities and events contemplated under this Agreement and that said Emergency Action Plan has been reviewed with all key personnel responsible for the implementation of the Plan in the event of an emergency.

8. **INSURANCE**

a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than $1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.

b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of $1,000,000 per occurrence and $5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the HOST requires additional insured status, OHSAA will provide that coverage as well. OHSAA will provide HOST with a certificate of insurance showing the required coverage upon request in advance of the event.

c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.

d. The HOST is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the HOST to conduct the activities of the event.

9. **FOOD, BEVERAGES, AND NOVELTIES**

a. **Concessions:** The rights to all concessions are reserved by HOST, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by HOST.

b. **Alcoholic Beverages:** HOST agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.

c. **Tobacco Products:** HOST agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.

d. **Signage:** HOST agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.

e. **Merchandise / Novelties:** HOST agrees to allow OHSAA to sell merchandise / novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of HOST. HOST waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). HOST agrees to pay any such fees not waived.

In the event HOST wishes to sell "spirit gear" in support of HOST's school/school teams, HOST must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the HOST.

10. **SPONSORSHIP, ADVERTISING AND PROMOTION**

a. HOST acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.

b. OHSAA acknowledges that during the term of this Agreement, HOST may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of HOST'S rights, nothing about this acknowledgment or Agreement shall confer upon HOST the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Assistant Director for Corporate Sponsorships and Marketing relative to any such activities.

11. **MEDIA**

a. HOST agrees to waive any and all television, radio, video, film, photography and internet rights and / or access fees normally charged for events held at HOST's facilities, and grants free and full access to media rights holders as needed. HOST will pay any such fees not waived.

b. HOST will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. HOST will pay any such fees not waived.

c. Notwithstanding the foregoing provisions, HOST shall not be responsible to facilities or access that do/does not already exist at HOST's facility.

12. **CANCELLATION**

a. HOST shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of HOST or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the HOST or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the HOST would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.

13. **STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT**

a. HOST shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, HOST retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the HOST. All such persons shall be supervised and controlled by HOST as employees of the HOST.

b. The OHSAA shall provide all contest officials as independent contractors of both the HOST and the OHSAA.

c. HOST shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations ~~and shall hold OHSAA harmless from any omissions in employee classification, including, but not limited to the payment of fines, interest and penalties.~~ 10/7/2020 MB

14. **PARKING**

a. Parking fees are permitted and shall not exceed $5.00 per vehicle. The HOST may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.

b. HOST shall provide free parking accommodations for OHSAA personnel and guests.

15. **FORCE MEJEURE**

If HOST is unable to give possession of the premises on the specified dates by reason of "Force Majeure," HOST shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of HOST.

"Force Majeure" shall also include the suspension and/or cancelation of any tournament event due to a health epidemic or pandemic such as the COVID 19 pandemic or any variation thereof. In the event of a suspension or cancelation of an event described herein or in the Site Availability Agreement or Site Confirmation Agreement, neither the HOST nor the OHSAA shall have any financial responsibility to the other party or any managers or staff engage by the party in anticipation of the suspended or cancelled event.

16. **NO WAIVER**

No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the HOST and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

17. **GOVERNING LAW**

This agreement shall be governed and construed under the laws of the State of Ohio.

18. **NOTICES**

Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following address:

OHSAA
4080 Roselea Place
Columbus, OH 43214
Attention: Assistant Director of Operations

19. **CAPTIONS**

The captions at the beginning of each paragraph are inserted as a matter of convenience and for reference and in no way define, limit, or describe the scope of neither this Agreement, nor the intent or contention of any provisions contained herein.

20. **ENTIRE AGREEMENT**

This Agreement includes all the terms and conditions agreed by the parties and shall be valid or binding upon the parties hereto. In the event the terms of this Agreement conflict with any past practices or verbal

agreements, the terms of this Agreement shall supersede. This agreement may not be modified in any manner except by written agreement signed by all parties hereto.

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

By _____
Its Executive Director

Date _____

HOST

By _____
Its Superintendent / Chief Executive Officer / Head of Facility

Date _____

By _____
Its Treasurer / Chief Financial Officer (if school site)

Date _____

[redacted]
Contact Telephone

Indiana Wesleyan University

School of Educational Leadership

Memorandum of Understanding for Placement of Field Experience/Internship/Clinical Practice/Student Teaching ("Experience") between Indiana Wesleyan University, School of Educational Leadership ("IWU") and

_____ ("School")

Purpose: This Experience includes an opportunity for the student ("Candidate") to acquire valuable experience and insight in a professional setting prior to graduating from IWU and/or fulfill certain state licensing requirements. The School has suitable experiences, supervisors, and facilities available for the educational experience of the Candidate. The relationship is mutually beneficial to IWU and the School to have the Candidate participate as an intern/candidate/student teacher at the School. Therefore, the purpose of this Memorandum of Understanding ("Agreement") is to outline the cooperative arrangements, expectations, and responsibilities for the Experience.

1. IWU will:

a) Ensure that non-licensed candidates in the Experience complete the required background checks (i.e., Expanded Criminal History Background check, the Expanded Child Protection Index check), or additional checks as requested by the School.
b) Provide an IWU Representative to consult with the Mentor/Cooperating Teacher on all Experiences as questions arise.
c) Abide by the existing rules of the School.
d) Work in unison with the Mentor/Cooperating Teacher and Building Administrator.
e) Conduct orientations with Mentor/Cooperating Teacher for the Experiences to ensure understanding of IWU expectations.
f) Appoint a University Supervisor who will observe and evaluate the candidate on a scheduled basis during applicable Experiences.
g) Provide a stipend for culminating experiences and/or professional growth points to individual Cooperating Teacher/Mentor/School.
h) Resolve any issues that are brought forward by the Mentor/Cooperating Teacher or the School in a prompt and professional manner.
i) Schedule all Experiences through the School's Offices/Human Resource Department or designee.

2. School will:

a) Assist in the selection of competent Mentor/Cooperating Teacher who meet the established criteria.
b) Act as an Advisor to the Mentor/Cooperating Teacher.
c) Promptly contact IWU if any issues arise with a Candidate in the School.
d) Help the Candidate(s) become acclimated to the School's policies.
e) Sign a written agreement verifying approval of the placement in the School.

3. School's Mentors/Cooperating Teachers will:

a) Prior to the Experiences enter into a written agreement with the Candidate and IWU. (See Appendix A)
b) Observe, evaluate, and advise the Candidate during the clinical experience.
c) Provide the IWU Instructor/University Supervisor with feedback and pertinent documents related to the Candidate's performance in a timely manner.
d) Provide the Candidate with support and guidance to help him/her become a competent practitioner.
e) Promptly contact IWU if any issues arise with a Candidate.

4. Term & Termination: Experiences under this Agreement will be offered for a period of five (5) years from the date this Agreement is fully executed by both parties. Either party may terminate this Agreement by giving 90 days written notice to the other.

5. Student Status: While engaged in the Experience, the Candidate shall retain the status of a student working towards the fulfillment of a degree or certificate program requirement. The Candidate is not an employee or agent of IWU. The Candidate shall not displace regular employees of the School. Unless negotiated between the Candidate and School, the Candidate is not entitled to any wages or benefits for services performed in the School.

6. Compliance with Laws: Each party will comply with all state and federal laws applicable to this Agreement and applicable to the parties, including, but not limited to the Family Educational Rights and Privacy Act (FERPA). Each party certifies that it will not unlawfully discriminate in the performance of this Agreement.

7. Liability Provisions:

a. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or School not a party to this Agreement.
b. Each party maintains general liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against the individual party or such individuals. Evidence of such coverage may be requested by either party.
c. IWU covers Candidates under its professional liability insurance. Evidence of such coverage may be requested by School.

8. General Provisions:

a. This Agreement constitutes the entire agreement between the parties. The parties may modify this Agreement only by a subsequent written Agreement signed by the parties.
b. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Ohio. The parties' rights or obligations under this Agreement shall be construed in accordance with those laws. The provisions of this Agreement shall be construed to conform to those laws.
c. All notices, requests, or other communications given from one party to the other will be in writing and will be emailed, mailed by first-class mail, or transmitted by hand delivery or facsimile, addressed to the respective party's liaison.

9. Authorized Signatures: The parties executing this Agreement below hereby certify they have the authority to sign this Agreement on behalf of their respective organizations and that the parties agree to the terms and conditions of this Agreement as shown by the signatures below.

_____ _____

Indiana Wesleyan University Official Date

_____ _____

Signature of School Official Date

_____

School Official's Printed Name & Title

Appendix A
(Example of Placement Agreement E-Form)

Ed.S. Superintendent Agreement – EDL-700

URL:
https://forms.office.com/Pages/ResponsePage.aspx?id=9t5dAzMktkiFJnDKgYH3bWZ8OZoahSxJrEL6PBVaSVtURVFPTzkxRlJaU1RITTVRN0xDNzFPQzBDNC4u

Provision of Services

CATALYSTFARM

The purpose of this document is to lay out proposed services to be offered for Wadsworth City Schools through Catalyst Farm Therapies during the 2020/2021 school year.

Catalyst Farm Therapies offers Occupational Therapy, Physical Therapy, and Speech and Language Pathology. Our therapy team is able to provide a one time evaluation, on-going services, consultation, and ESY. Pricing is as follows...

Assessments
- Evaluation: $150; $120 each for 2 or more disciplines
- Chart Review Evaluation (if evaluation has been done elsewhere within the last year): $75
- Screening: $50
- Consultation: $50

Treatments
- 30 minute session: $50
- 45 minute session: $75
- 30 minute co-treatment with 2 disciplines: $75
- 45 minute co-treatment with 2 disciplines: $100
- Group: $35 per week

For a one time service, a detailed invoice will be provided when services have been rendered. If student will receive multiple/regular sessions, a monthly invoice will be provided to Wadsworth City Schools. Payment is due 30 days from receipt of invoice. Payments may be made via cash, check, or credit card.

All patients must have a completed registration as well as a signed liability release form on file.

Jillian Pelland, OT/L, Owner
Catalyst Farm Therapies
[redacted]
info@catalystfarm.com

Wadsworth City Schools Representative

FOUR CITIES COMPACT
CAREER-TECHNICAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and among the Barberton City School District Board of Education (Summit County), Copley-Fairlawn City School District Board of Education (Summit County), Norton City School District Board of Education (Summit County), and Wadsworth City School District Board of Education (Medina County).

WHEREAS, R.C. 3313.90 specifically provides that each school district shall establish and maintain a career technical education program in accordance with standards adopted by the State Board of Education; and

WHEREAS, each of the above boards of education wishes to utilize its facilities and to make available to the students in its district the full range of career technical education opportunities and experience which the districts collectively are able to provide.

NOW, THEREFORE, it is mutually agreed by the said school districts for and on behalf of their respective districts as follows:

1. DEFINITIONS

As used in this agreement, the following words and terms have the following meanings and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined.

(a) "Administrative Board" means the board established under Section 8 of this agreement.

(b) "Agreement" means this agreement as the same may be amended, modified or supplemented in accordance with Section 10 hereof.

(c) "Eligible students" mean children who are enrolled in eleventh and twelfth grades in a participating school district (including children who are enrolled in pursuant to a Participating School District's interdistrict open enrollment policy), or who are enrolled in the eleventh and twelfth grades in a community school or chartered nonpublic school and whose district of residence is a participating school district. The Administrative Board may expand career technical education opportunities to seventh through tenth graders pursuant to this Agreement by written approval of all Administrative Board members. A homeschooled student whose district of residence is a Participating School District may enroll in career technical programs pursuant to this Agreement only where his or her district of residence's policy governing homeschooling allows for his or her enrollment.

(d) "Participating School District" means a school district in which the board of education is authorized by Section 3313.90 of the Ohio Revised Code to enter into this Agreement, which has by resolution duly approved this Agreement, and whose duly authorized officers shall have signed this Agreement on its behalf and includes any school district which succeeds by law to jurisdiction over all or part of the territory of a former district.

(e) "Fiscal Agent" means the Wadsworth City School District.

2. PHYSICAL FACILITIES

Each Participating School District will make available the necessary physical facilities for the career technical education programs which each will provide under the terms of this Agreement, and which shall comply with applicable standards of the State Board of Education adopted according to the law and relevant to programs and services for career technical education.

3. CAREER TECHNICAL PROGRAMS

Throughout the term of this Agreement, each Participating School District will provide for all Eligible Students of the Participating School Districts the career technical programs which are available in their respective districts, and which shall comply with applicable standards of the State Board of Education adopted according to the law and relevant to programs and services for career technical education.

The Participating Districts recognize that they may operate unique career technical programs pursuant to this Agreement that other career technical planning districts do not operate or otherwise provide to their students. Likewise, other career technical planning districts may operate unique programs that are not available to Eligible Students pursuant to this Agreement. Given that the Participating School Districts want to provide and support career technical option for Eligible Students, Participating School District students may receive career technical education through other career technical planning districts through a tuition-based agreement of the Participating school District where a student is enrolled and other career-technical planning district, subject to those entities' policies and practices. Likewise, students in other career technical planning districts may receive career technical education through a Participating School District through a tuition-based agreement, subject to those entities'' policies and practices.

4. RULES FOR STUDENTS IN CAREER TECHNICAL PROGRAMS

The Participating School Districts agree that the provisions in this Agreement pertaining to rules for students participating in the Four Cities Compact's career-technical programing shall be binding and shall override any conflicting provisions contained in a Participating School District's policies and regulations. All non-conflicting Participating School District policies and regulations shall remain in full force and effect.

5. MANAGEMENT AND OPERATION OF CAREER TECHNICAL BUILDINGS, FACILITIES, AND PROGRAM

Subject to the provisions of this Agreement and applicable laws, standards, rules and regulations, each Participating School District shall have full charge of the administration and operation of the career technical buildings, facilities, and program conducted therein. Each Participating School District shall administer and operate the buildings, facilities, and program within applicable standards of the State Board of Education adopted according to the law and relevant to programs and services for career technical education.

6. PRIORITY OF PLACEMENT, CAPACITY OF SCHOOL, AND ADDITIONAL FACILITIES

Each Participating School District shall have the right to place the Eligible Students in its district in the career technical programs of the other Participating School Districts pursuant to and in compliance with the placement procedures hereinafter set forth in paragraph (a) of this section and shall proceed with the addition of facilities as provided in paragraph (b) of this section.

(a) Each Participating School District shall have the right to place eligible students from its district in the program or programs of other Participating School Districts under the following procedure:

(i) Annually, the Director of the Compact ("Director") shall provide the Administrative Board with his or her recommendation for career technical programs and student places for the following school year to be offered pursuant to this Agreement. The Administrative Board shall review the Director's recommendations and thereafter determine at its discretion the career technical education programs and student places for the following school year with ¾ majority consent of Administrative Board members.

(ii) No Participating School District will be allotted less than two (2) seats in any career technical program.

(iii) Among the Participating School Districts, the greatest number of student places will be accorded Eligible Students residing in the Participating School District where a particular program is offered.

(iv) The procedures under clauses (ii) and (iii) of this paragraph (a) of section 6 are intended as general rules of guidance to achieve an equitable distribution of student places among the Participating School Districts, with recognition that such procedures cannot be applied with absolute precision. Where a question of equitable distribution of student places for each Participating School District arises, the Director shall provide the Administrative Board with a recommendation for resolving the issue. After reviewing such recommendation, the Administrative Board shall have authority to resolve any inequities resulting therefrom to the extent reasonable and with such variations as may be consistent with the objective of achieving fairness over the term of this Agreement,

including recognition of practical limitations on enrollments from a given Participating School District.

(b) In the event that the number of Eligible Students seeking placement in one or more courses of a Participating School District shall exceed the full capacity of the course as determined by the Participating School Districts, a Participating District will, upon recommendation of the Administrative Board, which will seek input from the Director, consider the advisability of enlarging the existing facilities or providing additional facilities on a basis to be agreed upon at the time by each Participating School District with a good faith effort, within practical, financial and legal limitations, toward solution of the problem, giving consideration, among other things, to the respective number of Eligible Students in each Participating School District relative to the number of Eligible Students in all the Participating School Districts. It is contemplated that the cost of capital improvements during the term of this Agreement and any renewal terms shall be borne by the Participating School District incurring the same.

7. APPORTIONMENT OF OPERATING COSTS

The annual distribution of student places in the Four Cities Compact, as approved by the Administrative Board, will be the basis for apportionment of operating costs. The aggregate costs of operation of the career technical education programs for the Participating School Districts shall be determined and computed as follows:

(a) The average cost per pupil for incoming students (i.e., all non resident students attending a Participating School District's career technical program pursuant to this Agreement) and outgoing students (i.e., all resident students or interdistrict open enrolled students attending another participating School District's career technical program pursuant to this Agreement) will be determined through the use of the Ohio Department of Education's Education Management Information System. Participating School Districts will collaborate to assure students are properly reported by both the district of residence or district of enrollment, for interdistrict open enrolled students; and the district of attendance. A student's percentage of attendance will equal a total of one when the district of attendance and district of residence or district of enrollment, for interdistrict open enrolled students, are added together, unless the student is attending a community school or chartered nonpublic school. The community school and chartered nonpublic school students shall be included in the average daily membership of the school district of residence as a part-time student in proportion to the time spent in the career-technical program with the proper proportion of that time allocated to the district of attendance through the use of the Ohio Department of Education's Education Management Information System. In the event that homeschooled students are deemed "Eligible Students" pursuant to Section 1 paragraph (c), the average cost per pupil will likewise be determined through the use of the same calculations for community school and chartered nonpublic school students.

(b) Operating costs of the Four Cities Compact are the responsibility of the Fiscal agent. All costs associated with the operation of the Director and his/her office/staff will be accounted for by the Fiscal Agent. The Fiscal Agent in cooperation with the Director and the Administrative Board will periodically bill the Participating School Districts one

fourth of the cost to operate said office. Further, the operation costs of the compact may be supplemented through compact grants.

(c) The Fiscal Agent will charge an administrative fee to be paid equally by the Participating School Districts of 3% of the operating costs of the compact.

(d) Each Participating School District is responsible for hosting and funding their programs and making them available to the other Participating School Districts.

(e) The applicable board of education policy for each school district will govern the waiving of career technical course-related student fees for consumable supplies or materials for placed students who qualify for free or reduced lunch under the National School Lunch Program and assumed by the Participating School District that is providing the career technical program. Course-related student fees for non-consumable items that will be kept by the students, such as uniforms, tools and similar items will be charged to the placed student by the Participating District that is providing the career technical program.

8. ADMINISTRATIVE BOARD

The superintendent of schools of each Participating School District shall constitute the Administrative Board. The chairperson of the Administrative Board shall serve for a one-year term with such term commencing on August 1 of each year. The office of the chairperson shall be rotated among the superintendents of schools of each Participating School District beginning with Barberton City School District, followed by Copley-Fairlawn City School District, Norton City School District, and Wadsworth City School District, and then back through the same order so long as this Agreement is in effect. The Director is not a member of the Administrative Board; however, the Director shall provide to the Administrative Board recommendations for issues impacting the Compact, including without limitation those issues specifically delineated in the Agreement.

Regular meetings of the Administrative Board shall be held; and, the Administrative Board shall adopt rules governing the time, place, and conduct of the meetings including an initial annual meeting to be held in August or September. Meetings may be called with a twenty-four hours written notice by the chairperson. The Director may also participate in such meetings as an attendee to provide input and to make recommendations to the administrative Board, but he/she shall not have the authority to vote. The affirmative vote in writing or otherwise a 3/4 majority of the members of the Administrative Board (not counting vacancies) shall be sufficient for any purpose except as otherwise provided in this Agreement. If for any reason the superintendent of schools from a Participating School District is unable to attend a meeting, such superintendent shall designate a representative to act on behalf of said superintendent.

9. FEDERAL GRANT ASSURANCES

The Participating School Districts hereby ensure and certify that they will comply with regulations, policies, guidelines, and requirements for receipt of federal grants.

10. AMENDMENTS

This Agreement may be modified, amended, or supplemented in any respect upon approval of such modification, amendment or supplement by the boards of education of all four of the

Participating School Districts and such amendment, modification or supplement shall thereupon become binding upon all Participating School Districts; provided, however, that no Participating School District shall, without its consent, be obligated to increase its number of career technical programs. This Agreement and all modifications, amendments, or supplements shall be submitted to the State Board of Education.

11. TERM OF AGREEMENT

This Agreement shall continue in force and effect from July 1, 2020, through June 30, 2025, and shall be renewable thereafter upon mutual consent of all the Participating School Districts for additional periods of no less than five years each. If a Participating School District wishes not to renew, that District must provide written notice of the intention to not renew the Agreement to all other Participating School Districts at least eighteen (18) months prior to the expiration of the Agreement.

12. EFFECTIVENESS AND COUNTERPARTS OF AGREEMENT

This Agreement shall become effective upon its approval by the boards of education of all four of the Participating School Districts. This Agreement may be signed in separate counterparts on behalf of anyone, or more than one, of the Participating School Districts, without necessity for any one counterpart to be signed on behalf of all the Participating School Districts, and all such separately signed counterparts shall be filed with the superintendent of the Wadsworth City School District and shall together constitute one Agreement.

13. MISCELLANEOUS

(a) Notice - Any notice to a Participating School District required to be in writing shall be deemed given if left at the office of the superintendent thereof or deposited in the United States mail, postage prepaid, by registered mail addressed to such superintendent at his office.

(b) Transportation - Transportation of Eligible Students shall be provided by each Participating School District for students residing in its district at its own expense. However, the Director annually shall make a recommendation to the Administrative Board, and the Administrative Board annual shall review the transportation of Eligible Students to determine if any adjustments to student transportation schedules or providers should be made. With written permission from Eligible Students' parent(s) or legal guardian(s) (or written permission from Eligible Students 18 years of age or older), such students may provide their own transportation from their Participating School District of residence or district of enrollment, for interdistrict open enrolled students, to their Participating School District of attendance, subject to all applicable law and regulations (including without limitation that licensed drivers under age 18 are not permitted to transport more than one person who is not a family member at any time, unless the driver's parent or guardian is in the vehicle as well).

(c) School Calendar - The Participating School Districts are encouraged to work together through the Administrative Board in an effort to coordinate the respective School calendars, subject to school board approval. The Participating School Districts recognize that their school calendars being as closely aligned as possible results in a better educational experience for Eligible Students.

(d) References - Any references herein to the State Board of Education, State Department of Education, or any division thereof, Superintendent of Public Instruction or to other offices established by statute, shall include reference to any such board, department, or office regardless of subsequent statutory change or name or title and shall include reference to any board, department, other public body or officer as shall succeed to the relevant functions by reason of any statutory change.

(e) Employment of Personnel - Each Participating School District shall hire its own teaching staff to operate the career technical programs described in Section 3 of this Agreement. In addition, the Administrative Board shall make recommendations for the employment of all other necessary Four Cities Compact office personnel to assist in the operation of the career technical programs provided pursuant to this Agreement, including without limitation a Director, and such personnel shall be employed if the board of education of the Fiscal Agent authorizes such employment. To assist the Administrative Board, the Director shall make recommendations to the Administrative Board regarding the employment of all necessary Four Cities Compact office personnel (which does not include teaching staff) to assist in the operation of the career technical programs. The Director, however, shall participate in the interview process for teaching positions in the career technical programs to provide input during that process. The costs associated with the employment of necessary Four Cities Compact office personnel shall be apportioned equally among all of the participating school districts and the procedures for making payment to the Fiscal Agent for satisfying such costs shall be determined by the Administrative Board.

(f) Evaluation of Personnel - Each Participating School District shall evaluate its own teaching staff required to operate the career technical programs described in Paragraph 3 of this Agreement. The Participating School Districts shall seek and the Director shall provide ongoing input and feedback regarding the career technical programs' teaching staff. The Director shall be annually evaluated by the Fiscal Agent’s superintendent, who will gather input from all other Administrative Board members during that evaluation process. The Director shall annually evaluate all of his/her Compact staff.

IN WITNESS WHEREOF, the undersigned officers of the respective school districts, upon being authorized by resolution of the board of education thereof, duly adopted on the date referred to below their respective signatures, have on behalf of their respective boards of education signed this Career-Technical Cooperative Agreement on the date indicated below their respective signatures, but effective as of the day and year first above stated.

BOARD OF EDUCATION OF BARBERTON CITY SCHOOL DISTRICT

By_____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

BOARD OF EDUCATION OF NORTON CITY SCHOOL DISTRICT

By_____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

BOARD OF EDUCATION OF COPLEY-FAIRLAWN CITY SCHOOL DISTRICT

By_____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

BOARD OF EDUCATION OF WADSWORTH CITY SCHOOL DISTRICT

By_____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

Gmail

Hill (Superintendent), Andrew <ahill@wadsworthschools.org>

Re: Terms of Use and Privacy Policy

1 message

Matt Vonk <matt.vonk@pivotinteractives.com> Tue, Oct 6, 2020 at 9:06 AM
To: "Hill (Superintendent), Andrew" <ahill@wadsworthschools.org>

Andy,

Thanks for the note. We're in the midst of revising the privacy policy and terms for many of the reasons you point out, but that's a slower process, so rather than wait for that to finish I'd propose that I sign off on these changes for your school now. All of which seem very reasonable.

> Can you explain the "representative proceeding" found on page 18?

A class action – or "representative proceeding" as it is formally known - is a court proceeding where the claims of a group or "class" of persons are brought by one or a small number of named representatives.

I pasted the text of your last email to the bottom of the document and signed it. If you need me to sign something else please let me know.

Thanks,

Matt

Privacy Policy
12. Changes. We need to approve changes before they take effect if we are in the middle of a contract year.

Terms of Use

First paragraph (bottom of page 9 on the document I sent you): Same note as above for the privacy policy.

5. Administering the Service (bottom of page 11): Same note as above. The cost cannot be changed mid-contract year without our approval. Ohio Revised Code does not allow us to enter into an open-ended cost agreement. The comments on the top of page 12 reflect this as well.

10. Disclaimers and 11. Limitation of Liability (pages 14-16): The language is written in a way that appears to not take responsibility for any issues we may experience with the program, even though we are paying for it.

16. Miscellaneous (page 17 and 18): We need the laws to be Ohio. Can you explain the "representative proceeding" found on page 18?

17. Acceptance (top of page 19): Same issue as described in the privacy policy above.

On Tue, Oct 6, 2020 at 5:14 AM Hill (Superintendent), Andrew <ahill@wadsworthschools.org> wrote:

> Thanks for your response, Mr. Vonk. My comments are as follows:
>
> **Privacy Policy**
> 12. Changes. We need to approve changes before they take effect if we are in the middle of a contract year.
>
> **Terms of Use**
>
> First paragraph (bottom of page 9 on the document I sent you): Same note as above for the privacy policy.
>
> 5. Administering the Service (bottom of page 11): Same note as above. The cost cannot be changed mid-contract year without our approval. Ohio Revised Code does not allow us to enter into an open-ended cost agreement. The comments on the top of page 12 reflect this as well.
>
> 10. Disclaimers and 11. Limitation of Liability (pages 14-16): The language is written in a way that appears to not take responsibility for any issues we may experience with the program, even though we are paying for it.
>
> 16. Miscellaneous (page 17 and 18): We need the laws to be Ohio. Can you explain the "representative proceeding" found on page 18?
>
> 17. Acceptance (top of page 19): Same issue as described in the privacy policy above.
>
> Thanks for your quick response yesterday. I look forward to hearing from you again.
>
> Andy Hill
>
> ---
> Andrew J. Hill, Ed.D.
> Superintendent
> Wadsworth City School District
> 330-335-1301 (phone)

Pivot Interactives is committed to improving education for all students, and continues to look to leaders and voices in diverse communities as our guide. Read more here. (/blm-support) ×

PIVOT INTERACTIVES SBC

PRIVACY POLICY

LAST UPDATED JUNE 23, 2017

1. PRIVACY

Pivot Interactives SBC ("Pivot Interactives") is committed to protecting the privacy of student records and other personal information provided in connection with our online instructional tools and content, and other products and services (collectively, (the "Services") made available at **https://www.pivotinteractives.com** (https://www.pivotinteractives.com/) (the "Site"). This Privacy Policy provides an overview of the terms and conditions surrounding the use of this information and discloses our information gathering and dissemination practices in connection with the Services. It does not apply to personal information that may be acquired by Pivot Interactives in other ways.

This Privacy Policy does not modify any agreements or privacy policies in place between you and your employer or education institution. Please review this Privacy Policy in full to better understand how the information you provide to Pivot Interactives in connection with the Services or Site will be employed.

2. BRIEF SUMMARY

- Pivot Interactives is committed to protecting the privacy of its users.

- All students' personal information is stored using industry-standard security techniques to minimize the chance that unauthorized individuals would have access to the data.
- Login information (username, institution name, and password) is encrypted before being sent over the Internet.
- For login purposes, Pivot Interactives uses a locally stored signed token based on the user data (ID, email address, and type) when the user authenticates. When the user logs out, this token is removed from local storage.
- Pivot Interactives gathers and analyzes information about our users in order to continue to improve the Services. This information never identifies a specific user.
- Pivot Interactives will not give, sell, rent, loan, or otherwise disclose your personal information, except when we have your permission, are required to by law, or have a reasonable need to protect the rights, property, or personal safety of Pivot Interactives, its users, or the public, as further explained below.

3. INFORMATION COLLECTED

Users provide their username and password when logging on to the Services. All login information is sent from your computer to Pivot Interactives' server as encrypted data.

You may also be able to log into our Services using single sign-on providers or single sign-on features of other products. These services will authenticate your identity and may share certain personal information with us such as your name and email address.

A student, instructor or other administrative user using the Services may upload student information including the student's full name, username, initial password, student number (optional), and e-mail address (required). The instructor or other administrative user uses this information to identify and communicate with students about their assignments, assessments, and/or other information related to the Services.

Student records in the Services are intended for use by the student and the student's course instructor in compliance with existing laws regarding privacy of grades. Instructors have access to student submissions and the associated time. All students' personal information is stored on servers at a location designed specifically to prevent unauthorized individuals from accessing the server or its data.

Instructors who wish to use certain Services provide Pivot Interactives with their full name, email address, institution address, and other information regarding their institution and the courses they teach.

The Services may contain collaboration tools to allow for communications between the instructor and student, and between students. These tools may enable users to see other users' personal information including account/student name, and other information. Any additional personal information that you communicate with other users of the Services through collaboration or communication tools is your own choice and the privacy of such information cannot be guaranteed. Information shared through collaboration tools should be considered public information.

Pivot Interactives uses "local storage" to identify users when they are logged into the Services. Our local storage file contains an encrypted version of the user ID, email address and the type of user (student, teacher or administrator). This information is used to identify who you are when you make a request to the Services. We are not responsible for the use of cookies by other Web sites that may be accessed through us.

Pivot Interactives gathers information about its users collectively and automatically logs IP addresses, and other data that track access to the Site. We analyze these logs to better understand aggregate behavior and to monitor Services performance. The logs are analyzed to ascertain the overall aggregate trends they reveal about our users, but not as a means of tracking the behavior of individual users outside our site. This information is used for the purposes of maintaining and improving the Services, and expanding its capabilities.

4. USE AND DISCLOSURE OF COLLECTED INFORMATION

We do not use or share your personal information with others except as indicated in this Privacy Policy.

Teachers and Administrators: Pivot Interactives will use your personal information to provide the Services to you, alert you of new Services features and enhancements, respond to your support issues, and/or notify you of upgrade opportunities, promotions, and special offers. You agree that we may communicate with you via email and other electronic communication tools for any purpose relating to the Site or the Services.

Students: Pivot Interactives will use your personal information to provide the Services to you and respond to your support issues. You agree that we may communicate with you via email and other electronic communication tools for educational purposes.

Identifiable student data is used only for educational purposes, it is never used for commercial purposes.

The use of student information in the Services beyond the purposes of providing assessment falls under the discretion of the instructor. Pivot Interactives recommends prior disclosure by the instructor to their students of any other intended uses, such as research.

Pivot Interactives administrative responsibilities include "access to" but not "publication of" student records in individually identifiable ways. Pivot Interactives accesses student information for backup, internal maintenance, improvement of the Services, and technical support for instructors. If Pivot Interactives accesses student information, it is to troubleshoot the Services or to respond to an instructor's question. We take the utmost efforts to not divulge student information to unauthorized individuals. We strive to ascertain whether authorized persons are able to access the information correctly and to inform instructors how to access it.

Pivot Interactives may use aggregate information to determine the demographics of our users and to distribute statistics and general marketplace information about Pivot Interactives. These demographics will always represent aggregate information and will not identify a specific user.

Pivot Interactives may also disclose personal information:

- When we have your permission to do so; or
- To companies who work for Pivot Interactives to provide one or more parts of the Services or that provide related administrative functions (such as support Services, web analytics, and fraud detection). These third parties may have access to your personal information; if they do, this access is only so that they may perform these tasks on our behalf and they are obligated not to disclose or use it for any other purpose; or
- When we believe in good faith that disclosure is reasonably necessary to (1) comply with a legal process or law, or to respond to a government request for information, (2) enforce the terms of use or other agreements, (3) respond to claims that any content on the Site or

Services violates the rights of third parties, or that otherwise arise from your use of the Services, or (4) protect the rights, property, or personal safety of Pivot Interactives, its users, or the public.

5. CHILDREN

Pivot Interactives does not knowingly let children under the age of thirteen (13) to sign up for an account on the Services or to otherwise disclose any of their personal information to us. If you are under 13 years old, please do not use or access our Services. We do not intend to collect information about children under the age of 13. If we later obtain actual knowledge that a user is under 13 years of age, we will take steps to remove that user's information from our systems. If you are the parent or guardian of a child under 13 whom you believe has disclosed personal information to us, please contact us so that we may delete and remove the child's information from our systems.

6. OPT-OUT

We provide you the opportunity to opt-out of receiving certain communications from us, by contacting customer support. In addition, all marketing e-mails from Pivot Interactives will provide you with the opportunity to unsubscribe from future marketing mailings. Even if you opt out of such mailings, however, we reserve the right to send you e-mail and other communications to disclose maintenance and other service-related issues.

7. ACCESS TO ACCOUNT

If you are a registered user of the Services, you can change your account information through the account profile component of the Services. You may need to supply certain information so that we can try to verify that you have authority to modify this information.

8. THIRD-PARTY SITES

Pivot Interactives allows users to embed links and iframes to other sites. We do not share information with these linked sites, nor do we exercise control over their terms of service. These other websites or services may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites and services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit and services you use.

LEGAL REQUIREMENTS

We intend to protect your privacy to the fullest extent possible as described in this policy while also fulfilling our responsibility to uphold all applicable laws and regulations. Due to potential legal requirements and other possible circumstances, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed or accessed in ways not otherwise described in this policy. We may be compelled under law to disclose information to government or third parties under certain circumstances or third parties may unlawfully intercept or access transmissions or private communications. Further, we can, and you hereby authorize us to, disclose any information to law enforcement or other government officials that we, in our sole discretion, believe necessary or appropriate in compliance with the law and/or government requests.

9. UNITED STATES

The Services are hosted in the United States. If you are accessing the Site or Services from outside the United States, please be advised that through your continued use of the Site or Services, which is governed by U.S. law and this Privacy Policy, you are transferring your personal information to the United States and you consent to that transfer.

10. SECURITY MEASURES

We have implemented reasonable and industry standard security measures on the Site to help protect against the loss, misuse, and alteration of the personal information under our control. Additionally, Pivot Interactives takes reasonable steps to ensure that our third-party business partners, including our hosting partners, provide sufficient protection for personal information.

You acknowledge that no method of transmission over the Internet, or method of electronic storage, is 100% secure, and that we cannot guarantee absolute security. If you have any questions about security on our Site and Services, you may contact us. We will promptly make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state laws on security breach notification) to you via email or conspicuous posting on the Site.

11. FERPA

Pivot Interactives complies with the Family Educational Rights and Privacy Act (FERPA) at 20 U.S.C. 1232g and 34 C.F.R. part 99.

12. CHANGES

~~Pivot Interactives~~ posts any changes to this Privacy Policy on the Site. Your continued use of the ~~Site and Services~~ constitutes your agreement to this Privacy Policy and any ~~future revisions~~.

10/5/2020 Need to give privacy options to the middle of a course year

© 2020 Pivot Interactives, SBC

Pivot Interactives is committed to improving education for all students, and continues to look to (/blm-support) leaders and voices in diverse communities as our guide. Read more here. ×

PIVOT INTERACTIVES SBC

TERMS OF USE

LAST UPDATED JUNE 20, 2017

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING YOUR PIVOT INTERACTIVES ACCOUNT.

By creating an account at: https://www.pivotinteractives.com (https://www.pivotinteractives.com/), **and using the products and services on that website, you agree to the terms of use ("TOU") set forth below.**

This TOU constitutes a legal document and agreement that governs the terms and conditions of your subscription and access to the instructional tools and content, and other products and services (collectively, the "Services") made available at **https://www.pivotinteractives.com** (https://www.pivotinteractives.com/) (the "Website"). Please read this TOU carefully. By creating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use the Services. ~~Pivot Interactives reserves the right to change these terms and conditions at any time.~~ Need prior approval when in middle of a class you

Access to the Website is offered and sold on a subscription basis; however certain areas in the site are available to visitors without cost on a trial or demonstration basis.

You may not use the Services, and may not accept the terms and conditions of this TOU, if (i) you are under 13; (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are a resident or from which you use the Services, or (iii) you have been barred from the Services by Pivot Interactives without permission to return.

1. REGISTERING AND USING PIVOT INTERACTIVES WEBSITE

As part of the registration process, each person ("User or Users") will select a password and user name ("User Name"). You agree to provide us with accurate, complete and updated Account information. Failure to do so will constitute a breach of this TOU, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

2. USING YOUR ACCOUNT

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this TOU. Each person who uses the Account agrees to be bound by the terms of this TOU. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Services), you must promptly change your password and notify us of the problem by sending an email to **support@pivotinteractives.com** (mailto:support@pivotinteractives.com).

3. BROWSERS, EQUIPMENT AND ACCESSIBILITY

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to Pivot Interactives' specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Services.

Pivot Interactives shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to Pivot Interactives' compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, Pivot Interactives and its affiliates will be excused from such delay or performance.

4. COMMUNICATIONS AUTHORITIES

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Pivot Interactives (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and Pivot Interactives caused by the failure for any reason of any communications facilities which User or Pivot Interactives (or any affiliate) has contracted from any public communications authority or private communications carrier.

5. ADMINISTERING THE SERVICE

Pivot Interactives may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. ~~We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site~~

10/5/2020

~~, or by sending e-mails to Users. You hereby agree to pay all charges to your account, including, applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.~~

10/5/2022 can't charge taxes until open-ended ok MB

~~We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this TOU at any time. We will post notification of any such changes on the Services, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this TOU are unacceptable to you or cause you to no longer be in compliance with this TOU, you may terminate your Account by contacting us at **support@pivotinteractives.com** (mailto:support@pivotinteractives.com). The continued use of the Services by you following your receiving a notice of changes to this TOU will mean you accept any and all such changes.~~

10/5/2022 see para on page 9. MB

6. POSTING MATERIAL BY USERS

Pivot Interactives may permit its Users to post materials on the Website. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Pivot Interactives reserves the right to suspend or terminate any screen name it reasonably believes is being used by an adult, is being used for commercial purposes, or is otherwise in violation of this TOU.

By uploading materials to any message boards, lesson plans or other posting areas, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

7. USE OF MATERIALS & RESTRICTIONS

Prohibited Uses: Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Pivot Interactives, or the third-party owner of material appearing on the Website, for any other copying, down-loading, redistributing or

publishing of any Pivot Interactives content displayed on the Website ("Pivot Interactives Content") or "Third Party Content." The downloading to a server or personal computer of Pivot Interactives Content or Third Party Content displayed on the Website and the downloading of any code from the Website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Pivot Interactives Content or Third Party Content, in whole or in part, for commercial purposes without the express permission of Pivot Interactives.

Linking to and framing the Website: You may create and publish links to the Website homepage at: **https://www.pivotinteractives.com** (https://www.pivotinteractives.com/). Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Website by any means other than means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service; (c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application or any Pivot Interactives Content in any manner which is competitive with services provided by Pivot Interactives; and (e) knowingly use or permit any others to use any facilities or services of Pivot Interactives or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Pivot Interactives Content, Pivot Interactives does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Pivot Interactives Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Pivot Interactives. Pivot Interactives neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws.

8. PRIVACY

Pivot Interactives is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Pivot Interactives agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Pivot Interactives cannot be held responsible for the actions of third parties who violate our Privacy Policy.

9. SUBMISSIONS

If you send us creative suggestions, ideas, notes, stories, messages, narratives, drawings, concepts, or other information or content ("Submissions"), the Submissions will be deemed, and shall remain, the sole and exclusive property of Pivot Interactives, and Pivot Interactives will be entitled to the unrestricted use of the Submissions for any purpose whatsoever, without compensation to you. None of the Submissions shall be subject to any obligation of confidence on the part of Pivot Interactives, and Pivot Interactives shall not be liable for any use or disclosure of any Submissions. Without limiting the generality of the foregoing, Pivot Interactives shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the World, and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

10. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

6/5/20

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PIVOT INTERACTIVES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PIVOT INTERACTIVES MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10/5/2020 MB

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PIVOT INTERACTIVES OR THROUGH, OR FROM, THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY PIVOT INTERACTIVES AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIVOT INTERACTIVES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PIVOT INTERACTIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT SHALL PIVOT INTERACTIVES' TOTAL

10/5/2020 MB

LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING PIVOT INTERACTIVES DURING THE PRIOR 12-MONTH PERIOD.

10/5/2020 JK

12. LINKS TO THIRD PARTY SITES

Pivot Interactives may contain links to other websites operated by parties that are not affiliated with it. These links will let you leave Pivot Interactives to visit websites not under Pivot Interactives's control. Pivot Interactives is not responsible for the contents of any linked website or any link contained in a linked website. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the linked site by Pivot Interactives.

13. JURISDICTIONAL ISSUES

Pivot Interactives makes no representation that materials on Pivot Interactives are appropriate or available for use in all locations. Those who choose to access Pivot Interactives do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from Pivot Interactives is further subject to United States export controls. No software from Pivot Interactives may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

14. TRADEMARK AND COPYRIGHT NOTICES

Copyright© 2017 Pivot Interactives SBC. All rights reserved. Pivot Interactives, and and/or all other logos, names and services on the Website are trademarks of Pivot Interactives. Other trademarks and names are the property of their respective owners.

Permission to reprint screen shots or logos from the Website for commercial use may be requested at **support@pivotinteractives.com** (mailto:support@pivotinteractives.com).

15. REMEDIES FOR BREACH

In the event that Pivot Interactives determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn the User via e-mail that she or he has violated this TOU; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Pivot Interactives service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) take any other action that Pivot Interactives deems appropriate.

16. MISCELLANEOUS

In the event any provision of this TOU conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this TOU, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this TOU will remain in full force and effect.

10/5/2020 MB

This TOU is governed by the internal substantive laws of the State of Ohio ~~Minnesota,~~ without respect to its conflict of laws provisions. In the event of a dispute arising under or relating to this TOU (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website **https://www.jamsadr.com** (https://www.jamsadr.com/). Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a

court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this TOU will prevent Pivot Interactives from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Pivot Interactives' proprietary interests. You agree that any arbitration or proceeding shall be limited to the Dispute between Pivot Interactives and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ~~OR REPRESENTATIVE PROCEEDING.~~ 10/5/2020 MM

Pivot Interactives makes no representation that materials on Pivot Interactives are appropriate or available for use in all locations. Those who choose to access Pivot Interactives do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Pivot Interactives are further subject to United States export controls.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this TOU or to exercise any right under this TOU will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Pivot Interactives may assign its rights and obligations under this TOU and upon such assignment Pivot Interactives may be relieved of any further obligation hereunder. You represent to Pivot Interactives that you have the authority to subscribe to and/or use Pivot Interactives according to the terms and conditions of this TOU. The section titles in this TOU are for convenience only and have no legal or contractual effect.

17. ACCEPTANCE

By using and/or subscribing to the Services, you hereby acknowledge that you have read and understand the foregoing TOU, ~~as may be amended or modified from time to time according to its terms,~~ and agree to be bound by all of the terms and conditions hereof. You further specifically permit Pivot Interactives to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

10/5/2020

18. QUESTIONS

If you have any questions about this TOU, please email us at: **support@pivotinteractives.com** (mailto:support@pivotinteractives.com).

© 2020 Pivot Interactives, SBC

Gmail

Hill (Superintendent), Andrew <ahill@wadsworthschools.org>

RE: Agreement, Terms and Conditions and Privacy Policies

1 message

Regis Coustillac <rcoustillac@overdrive.com> Tue, Oct 6, 2020 at 10:54 AM
To: "Hill (Superintendent), Andrew" <ahill@wadsworthschools.org>
Cc: Michele Evans <mevans@wadsworthschools.org>

Hi Andy,

Thanks for sending this our way. I passed this on to my legal department and they agree to all the changes you've made. They advised that you sign the copy you've marked up and send it back.

Thanks,
Regis

Regis Coustillac *Account Manager*
OverDrive Education
216-573-6886 x1428
rcoustillac@overdrive.com

Book with Me

OverDrive *The Leading Digital Reading Platform for Libraries & Schools*

World Headquarters | One OverDrive Way | Cleveland, Ohio 44125 USA

www.overdrive.com Proud to be a Certified B Corp

Confidentiality Notice: This email and any attachments are OverDrive Confidential for the sole use of the intended recipient. Any review, copying, or distribution of this email and attachments by others is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and permanently delete any copies of this email.

From: Hill (Superintendent), Andrew <ahill@wadsworthschools.org>
Sent: Thursday, October 1, 2020 12:35 PM
To: Regis Coustillac <rcoustillac@overdrive.com>
Cc: Michele Evans <mevans@wadsworthschools.org>
Subject: Agreement, Terms and Conditions and Privacy Policies

Good afternoon. My name is Andy Hill and I am the Superintendent of the Wadsworth City School District. I was recently asked to review the proposed agreement, as we would like to purchase the OverDrive program.

In reviewing the policies and agreements linked to the proposal, there is language that we are not permitted to agree to, per Ohio Revised Code, (e.g. open-ended expenses) and other language that we are not comfortable with, as written.

I have attached a marked-up version of the documents. Once you have a chance to review the attachment, please let me know our next steps. Thank you for your assistance.

Andy Hill

Andrew J. Hill, Ed.D.

Superintendent

Wadsworth City School District

OverDrive Education

School Digital Library Participation Form
NEOnet Shared Digital Collection

School Information	
Name of Participating School/District: WADSWORTH CITY SCHOOLS	
Address: 574 BROAD STREET	
City/State/Zip Code: WADSWORTH OH 44281	
Primary Contact	
Name: MICHELE EVANS	Title: DIRECTOR OF INSTRUCTION
Telephone: 330-335-1311	Email: mevanse wadsworthschools.org
Accounting Information	
Name: CHRISTINE CHASE	Title: ASST TREASURER
Telephone: 330-335-1304	Email: cchasec wadsworthschools.org
Bill To Address:	
City/State/Zip Code: 574 BROAD ST, WADSWORTH, OH 44281	
Number of Students = SDL Annual Participation Fee ($1 per student)	
Number of Students 2,151	

☐OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- OverDrive® products and services for schools are licensed pursuant to the OverDrive School Digital Library Access Agreement, available at http://www.overdrive.com/sdlc-aa.pdf, the terms of which are incorporated herein and which may be modified from time to time.
- Each Participating School Account will be automatically enrolled with a Digital Book Account at no additional cost.
- The full Annual Participation Fee is allocated towards the selection of Digital Content and is non-refundable. The Annual Participation Fee will be invoiced upon receipt of signed Participation Form.
- Participating School Account must provide a valid purchase order or payment of the initial invoice in order to go live with the SDL Service.
- Participation in SDL Service shall be limited to schools and districts that are members of the Northeast Ohio Network for Education Technology ("NEOnet").

Acknowledgement and Acceptance:

On behalf of my Participating School or Participating School District, my signature below indicates acceptance of the OverDrive School Digital Library Access Agreement, as well as my authority to enter into a legally binding agreement.

By (signature) _____ Title _____

Name (Print) _____ Date _____

Please complete this order form and email to sales@overdrive.com or return by fax to +1 216-573-6889

© 2016 OverDrive, Inc.
One OverDrive Way • Cleveland, OH 44125 • P: +1 216-573-6886 • F: +1 216-573-6889

© 2016 OverDrive, Inc.
One OverDrive Way • Cleveland, OH 44125 • P: +1 216-573-6886 • F: +1 216-573-6889

Service Features included with Annual Participation Fee:

Collection

- Custom collection
  - Annual Collection Credit to select from OverDrive's "Marketplace" catalog of 500,000+ eBooks, audiobooks, & video.
  - Selections may be made by title or via convenient lists by grade, reading level and subject.
- Thousands of free classic eBooks

Services

- Online Learning Center with recorded presentations and promotional & educational materials
- Marketing resources and templates to promote service to faculty & students
- Maintenance, hosting & support services
- Secondary user support

Technology

- Secure website with custom collection
- OverDrive apps for, eBooks, audiobooks, & video
- Compatibility with Kindle® (US only) and iPad®, plus all major devices

If you have any questions, please contact the OverDrive Sales team at +1 216-573-6886 or sales@overdrive.com.

© 2016 OverDrive, Inc.
One OverDrive Way • Cleveland, OH 44125 • P: +1 216-573-6886 • F: +1 216-573-6889

School Digital Library (Consortium) Access Agreement

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us", or "our") provides digital content, software applications, technology services and hosted websites for third parties, including entities or institutions that subscribe to OverDrive's School Digital Library service (each a "Participating School Account"). This Access Agreement ("Agreement") applies to Participating School Account's use of the OverDrive-hosted websites, applications, software, technologies and services related to the School Digital Library (collectively referred to as "SDL Service").

By accessing and/or using the OverDrive SDL Service, Participating School Account agrees to be legally bound by this Agreement, our Terms and Conditions, general Privacy Policy, Privacy Policy for Children, and the OverDrive Marketplace Local Content Terms and Conditions (if applicable) which are expressly incorporated herein by reference and made a part of this Agreement. The terms and conditions in this Agreement and all incorporated agreements, terms, and policies take precedence over any and all Participating School Account terms and conditions listed on purchase orders or other Participating School Account documents sent to OverDrive.

1. SDL Service License

1.1 OverDrive grants each Participating School Account (collectively referred to as the "Consortium") and its' authorized employees, staff, students, and other users that Participating School Account authorizes to access, use, and connect to the SDL Service (collectively "End Users") a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the SDL Service. OverDrive reserves the right to prohibit any conduct involving the SDL Service, including but not limited to Participating School Account allowing unauthorized access to the Consortium Website, that it deems to be in violation of this Agreement in its sole reasonable discretion. If OverDrive makes the determination that any prohibited conduct in violation of this Agreement has occurred, OverDrive may take all necessary remedial measures, up to and including requiring the Participating School Account to use an alternative authentication method to access the SDL Service and/or termination of this Agreement.

1.2 Participating School Account and/or End Users shall not copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the SDL Service including, but not limited to, translating or creating derivative works of any portion of the SDL Service without the prior written consent of OverDrive and/or its suppliers.

2. Digital Content License

2.1 OverDrive grants Participating School Account and its' End Users a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive's suppliers ("Digital Content") for personal, non-commercial use.

2.2 End Users and/or Consortium may access and/or download the Digital Content:

(a) On school-issued devices or school computers with exclusive and individual unique user accounts. This restriction is not applicable End Users and/or Participating School Accounts while accessing the K5 Quickstart package;

(b) On school-issued, shared devices that are issued to students under a one-to-one device program where each device is assigned to or borrowed by a single student at a time;

(c) On school-issued devices which are circulated in accordance with the OverDrive Test Drive program;

(d) On End User personal devices directly;

(e) On shared school, classroom or media center computers which employ an application that restores the computer to its original configuration after use by an individual student (e.g. Deep Freeze, Windows SteadyState, or other similar application). This restriction is not applicable End Users and/or Participating School Accounts while accessing the K5 Quickstart package; or

(f) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction, which may include projecting Digital Content on a classroom whiteboard, Smart Board, or other similar technology, or listening and/or watching Digital Content in the classroom.

2.3 Participating School Account shall not access or download Digital Content on any school media center, classroom computer, library device or any other school-issued device that multiple End Users may access under a single log-in or account unless the computer or device is restored to its original configuration after each use or the device is circulated in accordance with the OverDrive Test Drive program. This restriction is not applicable End Users and/or Participating School Accounts accessing the K5 Quickstart package.

2.4 Participating School Account and/or End Users may copy, transfer and burn the Digital Content only for personal, non-commercial use where permitted. OverDrive reserves the right to prohibit any conduct involving Digital Content that it deems in violation of this Agreement in its sole reasonable discretion.

2.5 Unless otherwise permitted, Participating School Account and/or End Users shall not redistribute, repackage, transmit, assign, sell, broadcast, publicly display, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license and/or otherwise transfer or misuse the Digital Content. All rights, title, and interest in the Digital Content are reserved by its owners and Participating School Account and/or End Users do not acquire any ownership rights in the Digital Content as a result of downloading and/or accessing the Digital Content.

2.6 The license granted to Participating School Account and/or End Users to use the Digital Content is for a one-time, limited right to borrow and/or access the Digital Content for a specific, Consortium-designated, limited duration ("Lending Period"). End Users agree and acknowledge that at the end of the Lending Period all rights to access the Digital Content expire and terminate. At the end of the Lending Period, End Users shall delete and/or destroy any and all copies of the Digital Content, including any copies that may have been transferred to, or created on portable devices, storage media, removable drives, CDs, and/or DVDs. In the event Participating School Account, OverDrive, or a rights holder determine End Users of the SDL Service are violating the terms of this Agreement, Participating School Account and/or OverDrive reserves the right to suspend or terminate End Users' ability to use the SDL Service and/or to borrow Digital Content.

3. OverDrive SDL Service

3.1 OverDrive shall create and host a single website for Consortium and End Users' use of the SDL Service ("Consortium Website"). If a Participating School Account is utilizing the K5 Quickstart package for multiple school buildings within its' district, each individual school building that orders the K5 Quickstart package shall be required to establish its own authentication method for access to the platform

(e.g. separate single-sign on passwords). Participating School Accounts shall implement and maintain commercially reasonable measures to ensure that only authorized End Users have access to the SDL Service, Digital Content, and/or K5 Quickstart package (if applicable).

3.2 OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the SDL Service to improve the quality of the SDL Service, in OverDrive's sole reasonable discretion. OverDrive has the right, at any time, to discontinue distribution of any or all components of the SDL Service or Digital Content, to add and/or remove supported services or Digital Content from the SDL Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.

3.3 OverDrive shall create an administrative account in OverDrive's content selection platform, OverDrive Marketplace, for each Participating School Account to select Digital Content to make available at the Consortium Website to End Users and to access reports. The grant for access to the administrative account is non-transferable. Login credentials to the administrative account are confidential and may not be disclosed to any third party. Participating School Accounts shall maintain the confidentiality of the administrative account and login credentials. Participating School Accounts shall implement and maintain reasonable measures to ensure that only authorized End Users have access to the administrative account in the SDL Service.

3.4 OverDrive, with approval by the Participating School Account, may purchase Digital Content on the Participating School Account's behalf to make available at the Consortium Website. Any such purchases shall only be made with Participating School Account's Annual Participation Fee.

3.5 In each Participating School Account's discretion, it may purchase Digital Content to make available to their designated End Users only ("Digital Book Account") by executing the then-current Digital Book Account Enrollment Form. Purchases for Digital Book Accounts cannot be made utilizing a Participating School Account's Annual Participation Fee. Digital Book Accounts are subject to the terms and conditions of the OverDrive Digital Book Account Enrollment Form. ?

3.6 The SDL Service and/or Digital Content may require the use of third party applications or services that are subject to their own, separate license agreements and/or terms and conditions not under OverDrive's control. OverDrive expressly disclaims any and all risks and liabilities associated with the use of any such third party offerings.

3.7 Any current OverDrive School Digital Library customer shall not be eligible to join the Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new entities that seek to join Consortium and to determine the terms and conditions for such Consortium membership.

4. Third Party Content

OverDrive is a distributor of Digital Content supplied by third parties, including publishers and others. Accordingly, any opinions, advice, statements, offers, services, or other information or content expressed by third parties are those of the respective author(s) and not OverDrive. OverDrive neither endorses nor is responsible for the accuracy or reliability of information in the SDL Service or Digital Content made by anyone other than authorized OverDrive employee spokespersons acting in their official capacities.

5. Technical Support Services

5.1 Participating School Account agrees to perform primary support services to its End Users, including day-to-day help, support, technical aid, and other assistance for End User's use of its SDL Service or for any issues arising from the use of the SDL Service ("Primary Support"). Participating School Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the SDL Service and to provide Primary Support.

5.2 Participating School Account shall perform requested installation, upgrades, and reasonable technical services for Primary Support of the SDL Service pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive shall provide Participating School Account with documentation regarding Primary Support.

5.3 OverDrive shall provide Secondary Support to Participating School Account. "Secondary Support" shall consist of technical support services by email and phone in the English language to Participating School Account, including reasonable efforts to assist School Account in providing Primary Support. OverDrive shall provide such Secondary Support by email and phone during its normal business hours of Monday - Friday 8:30 AM to 5:30 PM United States Eastern Time.

5.4 OverDrive shall use reasonable efforts to make the SDL Service perform substantially in accordance with the product description, as it may exist from time to time. However, Participating School Account acknowledges that inevitably some errors may exist in the SDL Service, and the presence of such errors shall not be a breach of this Agreement. OverDrive's sole obligation with regard to such errors shall be to use commercially reasonable efforts to correct such errors and provide Secondary Support as stated in this Agreement.

6. Privacy

OverDrive respects the privacy of its visitors, and is especially mindful of protecting the privacy of children under the age of 13 years old who utilize the SDL Service. For more information on OverDrive's privacy policies, please see our general Privacy Policy and our Privacy Policy for Children.

7. Compliance with Copyright Protection Technologies and Data Security

7.1 Participating School Account shall respect the Digital Rights Management (DRM) settings on the Digital Content as designated by publishers that may restrict burning, copying, sharing and/or printing of the materials. In the event OverDrive learns of attempts to circumvent such DRM protections either by a Participating School Account or End Users, OverDrive may, in its sole discretion, temporarily suspend and/or permanently terminate End User's and/or Participating School Account's access to the SDL Service and/or Digital Content.

7.2 Participating School Account shall take reasonable steps to prevent unwarranted intrusion into data managed or maintained by OverDrive that is acquired in the course of the operation of the SDL Service. This includes reasonable steps to protect its password and access to the administrative account for management of the SDL Service.

8. Copyright, Trademark, and Intellectual Property Ownership

8.1 The laws of copyright protect the Digital Content that is made available through the SDL Service and associated OverDrive services. Copyrights in the Digital Content are held by their respective owners. The Digital Content embodies the intellectual property of a third party and is protected by law.

8.2 The Digital Content and any other copyrighted material shall not be modified, copied, distributed, repackaged, shared, displayed, revealed, extracted, emailed, transmitted, sold or otherwise transferred, conveyed or used, in a manner inconsistent with this Agreement or the rights of the copyright owner. Participating School Account and/or End User shall not redistribute, repackage, transmit, assign, sell, broadcast, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license or otherwise transfer the Digital Content. Participating School Account and/or End User are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution rights for the Digital Content.

8.3 The trademarks, logos, and service marks displayed in Participating School Account's SDL Service are owned by OverDrive or third parties, and the SDL Service's trade dress is owned by OverDrive (collectively, "Trademarks"). All Trademarks not owned by OverDrive are the property of their respective owners, and are used with permission. Nothing contained in the SDL Service may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademarks.

8.4 During the Agreement Term and any renewal periods, Participating School Account will reasonably cooperate with OverDrive to achieve OverDrive's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Content and products.

9. Notices of Claimed Copyright Infringement

OverDrive has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with the SDL Service.

Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: General Counsel, OverDrive, Inc., One OverDrive Way, Cleveland, OH 44125; phone: 216-573-6886; fax: 216-573-6888.

In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512. For more information, please refer to OverDrive's Digital Millennium Copyright Act Policy.

~~**10. Disclaimer of Warranty, Limitation of Liability and Indemnity**~~

~~10.1 OVERDRIVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OVERDRIVE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR OVERDRIVE ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE DIGITAL CONTENT AND SDL SERVICE AND THEIR USE BY THE PARTICIPATING SCHOOL ACCOUNT AND/OR END USERS.~~ 9/30/2020

~~10.2 IN NO EVENT SHALL OVERDRIVE BE LIABLE TO PARTICIPATING SCHOOL ACCOUNT OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE SDL SERVICE, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER, OR USE OF THE SDL SERVICE. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE FROM PARTICIPATING SCHOOL~~

~~ACCOUNT UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. PARTICIPATING SCHOOL ACCOUNT AGREES TO INDEMNIFY AND HOLD HARMLESS OVERDRIVE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS, LICENSORS, AND LICENSEES FROM ANY DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ON ACCOUNT OF ANY CLAIM, SUIT, ACTION, DEMAND, OR PROCEEDING MADE OR BROUGHT AGAINST ANY SUCH PARTY, OR ON ACCOUNT OF THE INVESTIGATION, DEFENSE, OR SETTLEMENT THEREOF, ARISING IN CONNECTION WITH PARTICIPATING SCHOOL ACCOUNT'S USE AND/OR END USERS' USE OF THE SDL SERVICE.~~ 9/30/2020 MM

11. Term, Termination and Payment

11.1 Unless otherwise agreed, the term for each Participating School Account's access to the SDL Service shall be for a period of twelve (12) consecutive months starting upon Participating School Account's live integration in the Consortium Website. ~~The SDL Service and the terms of this Agreement shall automatically renew for successive terms of twelve (12) consecutive months unless either party provides written notice of intention not to renew at least thirty (30) days prior to the expiration of the then-current twelve (12) month term.~~ 9/30/2020 MM

11.2 Participating School Account obtains certain rights and access to use the Digital Content and SDL Service for the term of its agreement with OverDrive. At the end of such term, all the licenses granted to Participating School Account shall be terminated immediately, including Participating School Account's access to the SDL Service and any and all Digital Content. If a Participating School Account withdraws from SDL Service, all Digital Content purchased for the Consortium Website with the Participating School Account's monetary and in-kind contributions shall remain with the Consortium.

11.3 All payments are due to OverDrive within thirty (30) days of receipt of invoice. OverDrive, in its sole discretion, may require payment by Participating School Account before OverDrive will set the Participating School Account live with the Consortium Website. In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, Participating School Account shall remedy the breach within thirty (30) days upon receipt of written notice from OverDrive. If a Participating School Account fails to remedy such a breach within the period of thirty (30) days, OverDrive may, in its sole discretion, terminate the Agreement with the Participating School Account upon written notice to Participating School Account and/or temporarily or permanently suspend Participating School Account's access to the SDL Service.

11.4 This Agreement is a commitment of the current revenues of the Participating School Account and its governing body. If Participating School Account's school board or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Participating School Account shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Participating School Account's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive SDL Service provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Participating School Account's Agreement and all SDL Services thereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

12. General Provisions

12.1 This Agreement shall be governed by the laws of the State of Ohio, United States of America without regard to any conflict of laws principles. Any dispute regarding this Agreement or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in the State of Ohio, USA, and the local laws of Ohio will apply to any such action related to the above without regard to any conflicts of laws principles. Both parties submit to venue and jurisdiction in these courts.

12.2 OverDrive may assign this Agreement. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this Agreement shall be binding upon the purchaser. This Agreement may not be assigned by a Participating School Account nor any duty hereunder be delegated by Participating School Account without the prior written consent of OverDrive which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

12.3 Neither OverDrive nor its licensors shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

12.4 In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

12.5 This Agreement, and all incorporated documents herein, constitutes the entire Agreement and understanding of the parties. ~~We may make changes to this Agreement. Please check this page periodically for updates. Participating School Account acknowledges that Participating School Account's continued use of the SDL Service means that Participating School Account agrees to be bound by such changes.~~

9/30/22
Need prior approval if M cannot yes

MB

Updated September 2016.

OverDrive

Terms & Conditions

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us", or "our") provides digital content, applications, technology, services, and hosted websites to third parties. These Terms and Conditions ('Terms") apply to your use of all OverDrive-hosted websites, software, technologies, services, support services, applications including Libby and the OverDrive app, and OverDrive accounts (collectively referred to as "Services").

By accessing and/or using the Services, you agree to be legally bound by the Terms, and our Privacy Policy, which is expressly incorporated herein by reference.

We will continue to evaluate the Terms against new technologies, business practices, and our users' needs and may make changes to the Terms accordingly. Please check these Terms periodically for updates. You acknowledge that your continued use of the Services after the posting of any changes to these Terms means that you agree to be bound by such changes.

Service License

OverDrive grants you a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the Services. OverDrive reserves the right to prohibit any conduct involving the Services that it deems to be in violation of these Terms, in its sole reasonable discretion. If you are creating an OverDrive account, you affirm that you are at least 13 years of age and acknowledge that an OverDrive account is not intended for creation and use by individuals under 13 years of age.

You shall not:

1. provide inaccurate information to OverDrive to gain access to the Services;
2. copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the Services including, but not limited to, translating or creating derivative works, under any circumstances;
3. use the Services, or the contents thereof, for any commercial or illegal purpose;
4. collect and/or use any product listings, descriptions, or prices, or partake in any derivative use of the Services, or the contents thereof, for independent use;
5. frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of OverDrive or its suppliers;

6. use any meta tags or any other "hidden text" utilizing OverDrive or its suppliers' names or trademarks;
7. use the Services in a manner that impacts the stability of OverDrive's servers and/or impacts the behavior of other mobile applications, software, applications and/or websites using the Services, such as by using data mining, robots, scraping, or similar data gathering and extraction tools on or within the Services; and/or
8. use the Services in any manner or for any purpose that may knowingly violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in OverDrive's sole discretion) to OverDrive, its providers, its suppliers, and end users of the Services.

You are granted a limited, revocable, non-exclusive, non-transferable right to create a hyperlink to the Services so long as the link does not portray OverDrive, our suppliers, or our products or services in a false, misleading, derogatory or otherwise offensive manner. You shall not use any OverDrive logo or other graphic or trademark as part of the link without prior written permission from OverDrive.

Violation of any of the above restrictions may result in a termination of your ability to access the Services. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

Software Use

To access the OverDrive Services, you may download proprietary software from OverDrive, use OverDrive's browser-based reader called "OverDrive Read", or use OverDrive's streaming audiobook platform (collectively referred to as "Software").

Use of the Software is governed by the terms of an end user license agreement ("EULA"), which is expressly included in these Terms. An end user must agree to the EULA, which accompanies or is included with the Software, to install and/or access any Software. The Software is made available for download or access solely for use by end users according to the EULA.

You shall not:

1. copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the Software including, but not limited to, translating or creating derivative works, under any circumstances;
2. separate the Software into its component parts for independent use;
3. remove any proprietary notices and/or labels on or in the Software;
4. use the Software to develop any like software or other technology having the same primary function as the Software, including but not limited to using the Software in any development or test procedure that seeks to develop like software or other technology;
5. use the Software for any commercial or illegal purpose; and/or

6. use, download and/or install the Software on public Internet terminals, shared devices, and/or public computers unless specified as a permitted use in the relevant Software EULA, e.g. using OverDrive Read.

Violation of any of the above restrictions may result in a termination of your ability to access the Software. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

Digital Content License

OverDrive grants you a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive's suppliers ("Content") for your personal, non-commercial use, subject to and in accordance with the terms of the applicable EULA and these Terms. Where permitted, you may copy, transfer and burn the Content only for your personal, non-commercial use.

You shall not:

1. redistribute, repackage, transmit, assign, sell, broadcast, publicly display, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license and/or otherwise transfer or misuse the Content;
2. use the Content for synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution;
3. infringe the rights of the Content's copyright owners; and/or
4. use the Software or any other means to download and/or save Content on public Internet terminals, shared devices, and/or public computers unless specified as a permitted use in the relevant Software EULA and only if permitted by Content suppliers, e.g. using OverDrive Read.

Violation of any of the above restrictions may result in a termination of your ability to access the Content. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

Embedding Digital Content Samples

You may use and display on your website the OverDrive supplied digital content samples ("Samples") where an embeddable code ("Embed Code") is provided by OverDrive. By using the Embed Code to display Samples on your website ("Your Site") You agree to be bound by these Terms. If you do not agree to these Terms, you should not use the Embed Code.

OverDrive grants you a limited, revocable, non-exclusive, non-transferable license to use the Embed Code to display Samples on Your Site. You may not access the Samples through any technology or means other than the Embed Code provided by OverDrive. You may not edit, alter or modify the text of the Samples in any way. You may not modify, build upon, block or redirect any portion or functionality of the Embed Code or the Sample, including but not limited to any links back to an OverDrive website. You may not copy, re-publish, resell, reverse engineer, or use the Embed Code or Samples in any way other than as described in these Terms.

You may not use the Embed Code on any websites that:

1. Contain pornography and sexually explicit content;
2. Contain offensive text or images;
3. Are hate sites (on grounds of race, religion, gender, disability, age or sexual orientation);
4. Contain gratuitous violence; or
5. Condone or encourage unlawful acts.

Any of the above websites will constitute an "Excluded Website".

The Embed Code and Samples are for your personal use only and cannot be used in any commercial way. You may not charge visitors to Your Site any fee for accessing the Samples, use the Samples as means to secure advertising, or commercialize the Samples or Embed Code in any way.

You may not directly or indirectly suggest any endorsement or approval by OverDrive of Your Site or any product, service, content or any views expressed within Your Site without OverDrive's prior written approval. You may not use the Embed Code or Samples in any way that could bring OverDrive into disrepute or otherwise cause any loss or damage to OverDrive.

OverDrive may restrict, suspend or terminate your access to the Embed Code at any time in its sole discretion.

You warrant that: (i) you have fully complied with, and shall continue to comply fully with, all applicable laws and regulations; and (ii) Your Site is not an Excluded Website.

The Embed Code and Samples are made available by OverDrive on an "as is" basis and OverDrive makes no warranty of any kind in relation to the Embed Code or Samples. OverDrive makes no warranty that the Embed Code is error or virus free, and your use of the Embed Code is at your own discretion and risk. ~~OverDrive disclaims all implied and statutory warranties to the maximum extent permitted by law.~~ 10/1/2020 M

Security, Cracking and Hacking

You shall not violate or attempt to violate the security of the Services, Software, and/or Content.

Accordingly, you shall not:

1. access data or materials not intended for you;
2. log into a server or account which you are not authorized to access;
3. attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; and/or
4. attempt to circumvent a technological measure that effectively controls access to a work protected under the Digital Millennium Copyright Act.

5. share information regarding your OverDrive account, including your credentials and/or other information stored on your OverDrive account with any other third-party; and/or
6. activate and sync your OverDrive account across more than the permitted number of devices.

Violations of system or network security may result in civil or criminal liability. OverDrive reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting end users who have participated in such violations.

You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation which may be transferred to your computer via the Services, Software, and/or Content.

No Other License

Except as expressly stated herein, no other rights or licenses are granted hereunder.

Copyright, Trademark and Intellectual Property

The laws of copyright protect the Content that is made available through the Software and associated Services. Copyrights in the Content are held by their respective owners. The Content embodies the intellectual property of a third party and is protected by law. You shall use the Content only for your personal, non-commercial use and may copy-and-paste, transfer, and burn the Content solely for your personal, non-commercial use only where permitted by the copyright owner.

The Content and any other copyrighted material shall not be modified, copied, distributed, repackaged, shared, displayed, revealed, extracted, emailed, transmitted, sold or otherwise transferred, conveyed or used, in a manner inconsistent with your agreement with OverDrive, or rights of the copyright owner. You shall not redistribute, repackage, transmit, assign, sell, broadcast, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license or otherwise transfer the Content. You are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution rights for the Content. You shall not download and/or save Content on public Internet terminals, shared devices, and/or public computers without prior written permission from OverDrive.

For Content downloaded or accessed from a library service, at the end of the lending period, your license to the Content terminates, and you may no longer use or access the Content. At the end of the lending period, you shall delete and/or destroy any and all copies of the Content. In the event OverDrive, the library or other rights holders determines you are violating permitted uses of the Content, we reserve the right to suspend or terminate your ability to use or access a Service or the Content.

OverDrive, Inc., www.overdrive.com, and the Services and/or Software are either registered trademarks, trademarks, trade names, service marks, or otherwise protected property of OverDrive

and may not be used, copied or imitated without prior written permission from OverDrive. The compilation of the Content in the Services is the exclusive property of OverDrive or its licensors, and is protected by U.S. and International copyright law.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

10/1/2020

THE OVERDRIVE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, OVERDRIVE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND DUTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE OVERDRIVE SOFTWARE AND ANY OVERDRIVE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, OVERDRIVE DISCLAIMS ANY WARRANTY THAT YOUR USE OF THE OVERDRIVE SOFTWARE AND/OR SERVICES WILL BE UNINTERRUPTED, SECURE, TIMELY OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION OF THE OVERDRIVE SOFTWARE AND/OR SERVICES, OVERDRIVE'S SOLE RESPONSIBILITY SHALL BE TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT THE INTERRUPTION. FOR THE AVOIDANCE OF DOUBT, YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS DO NOT ENTITLE YOU AND/OR END USERS TO ANY SUPPORT FOR THE OVERDRIVE SOFTWARE AND/OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY YOU FROM OVERDRIVE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOU AGREE THAT OVERDRIVE SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO YOUR ACCESS TO AND/OR USE OF THE OVERDRIVE SOFTWARE (OR OVERDRIVE'S SUSPENSION OR TERMINATION OF SUCH ACCESS AND/OR USE) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT SHALL OVERDRIVE OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES AND SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OVERDRIVE SOFTWARE, EVEN IF OVERDRIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. OVERDRIVE'S MAXIMUM AGGREGATE LIABILITY ARISING IN CONNECTION WITH THESE TERMS SHALL NOT, IN ANY EVENT, EXCEED ANY AMOUNTS RECEIVED UNDER THESE TERMS.

No Endorsement

OverDrive may email you about authors, digital content titles, services, special offers, and other information you elect to receive from OverDrive. No association with nor endorsement of any third-party digital content, websites, products, and/or services is intended or implied by OverDrive emailing

you such information. You may opt out of these communications at any time by changing your OverDrive account preferences.

Termination of Access

OverDrive reserves the right to modify, suspend or discontinue the Services (or any part thereof), Software, or any Content (or any part thereof) at any time with or without notice to you. OverDrive shall not be liable to you or any third party should we exercise such right. Refund if this happens + it is not our fault?

Digital Millennium Copyright Act

OverDrive respects the intellectual property of others. If you believe that your copyrighted materials have been copied in a way that constitutes copyright infringement, please follow the procedure set forth in our Digital Millennium Copyright Act Notice Policy, which is expressly incorporated herein by reference and made a part of these Terms.

Compliance with Law and Disputes

The Services and Software are owned by OverDrive, Inc. Visitors who choose use our Services and Software from other jurisdictions do so on their own initiative. Those visitors are solely responsible for compliance with all laws, rules, and regulations, federal, state, local or foreign, applicable to the use of this website and information, content, material and services contained herein.

These Terms shall be governed by the laws of the State of Ohio, without regard to any conflict of laws principles. Any dispute regarding these Terms or the relationship that has been established by these Terms shall be brought in the state or federal courts residing in the State of Ohio, United States of America, and the local laws of Ohio will apply to any such action related to the above without regard to any conflicts of laws principles. Both parties submit to venue and jurisdiction in these courts.

Attributions

Maps and Map Data. OverDrive uses Mapbox for our beautiful maps. Street and geographic feature data comes from OpenStreetMap, and you can contribute your local expertise.

All library location data comes from our library partners. If you work for or manage a library that has incorrect data on this map – including position, street address or branch name – or you would like to add or update social media details or library website links, you can log into Marketplace to update it, or contact an OverDrive Account Specialist.

Geographic Data. Geographic data includes GeoLite data created by MaxMind, available from http://www.maxmind.com.

Contact OverDrive

All questions concerning these Terms, Services, Software and/or Content shall be directed to: OverDrive, Inc. One OverDrive Way, Cleveland, Ohio 44125 USA. Attention: General Counsel.

These Terms are effective as of May 2017.

OverDrive

Privacy Policy OverDrive and the GDPR Cookie Policy
Privacy Policy for Children Terms & Conditions Data Request

OverDrive Privacy Policy

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us" or "our") provides digital content, applications, technology, services, and hosted websites to third parties. This Privacy Policy discloses the privacy practices for all OverDrive-hosted websites, software, technologies, services, support services, applications including Libby, Sora, and the OverDrive app, and OverDrive accounts (collectively referred to as "Services").

OverDrive respects your privacy. The purpose of this Privacy Policy is to make you aware of how OverDrive collects, manages, protects, uses, and/or shares information and what choices are available to you regarding the collection, use and distribution of your Personal Information and non-personally identifiable information ("non-PII").

Many users under the age of 13 enjoy using the Services. To see OverDrive's policy regarding the collection of information from children who are under 13 years old, please click here for OverDrive's Privacy Policy for Children.

What is Personal Information and non-PII?

Generally, "Personal Information" is information that can be used on its own to identify a specific person. For example, Personal Information can be a full name, home address, email address, phone number, or login details. In most cases, non-personally identifiable information or "non-PII" is data that cannot be used on its own to identify a specific person. For example, in the context of the Services, non-PII can be language preference, bookmarks, or highlights.

Non-PII is treated by OverDrive as Personal Information when it's collected on an individual level *and* linked to any Personal Information that you have chosen to submit to OverDrive or that OverDrive may have collected from your interactions with the Services.

What information do I need to submit to OverDrive in order to use the Services?

You can use most Services without submitting much information to OverDrive. A valid library card or school ID is all you need to use most Services.

An OverDrive account is not required to use most library Services. If you choose to create an OverDrive account, you will be required to submit Personal Information to OverDrive. Please click here to visit the section of this Privacy Policy that applies specifically to your OverDrive account.

As part of your interaction with the Services, you may willingly submit your Personal Information in order to access certain features, such as submitting your email address in order to place a hold on a digital content title.

What information does OverDrive collect?

In addition to information that you may willingly submit to OverDrive, such as your library card number, school ID number, and/or email address, OverDrive may collect and store certain Personal Information and non-PII related to your interactions and use of our Services, including but not limited to, IP address, device type, device ID, operating system, library card number, Adobe ID, library name, lending history, holds, reading progress, bookmarks, highlights, notes, and online activity.

Some Services provide the ability for you to see your lending history. If you are using your institution's OverDrive-hosted website, Libby, or the OverDrive app, you will have the option to show your lending history. You can hide your lending history by following the instructions within the app or help articles. Your lending history is protected by OverDrive as confidential. It is not shared with any third parties, except to staff with appropriate authority acting within the scope of their duties for the administration of your institution (library, school, etc.). If we are compelled to disclose your lending history pursuant to a court order or subpoena, or to a person or agency with the relevant administrative or legislative investigative power, we will seek to challenge and limit the scope and comply with the authorized agency or person only as required by law.

How does OverDrive protect my information?

OverDrive takes information security very seriously. We have implemented measures to protect against the loss, misuse, and alteration of your information. Your information is protected by physical, electronic, and procedural safeguards to prevent unauthorized disclosure. We encrypt the transmission of information using secure sockets layer (SSL) technology. We use computer safeguards such as firewalls and data encryption and physical access controls to our buildings and files. We authorize access to Personal Information only for those employees who require it to fulfill their job responsibilities.

How does OverDrive use information?

We collect information from you in order to:

- Determine your current geographic location and/or language so that we may provide localized content and Services;
- Comply with the requirements of our publisher, library, and retail partners;
- Alert you of opportunities to renew loans, return loans, checkout digital content on which you've placed a hold, and cancel holds;
- Provide recommendations for digital content we think you may enjoy;
- Notify you of opportunities to provide feedback for OverDrive's Services;

- Sync bookmarks and most recent point viewed/played across devices;
- Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;
- Integrate with additional service providers for use of the Services;
- Personalize our Services to better reflect particular interests and preferences and in certain instances for remarketing; and
- Generally improve your experience.

OverDrive never sells your Personal Information or non-PII. OverDrive will not use your information for any purposes other than the specified use.

Email addresses submitted to OverDrive for holds notifications are stored by OverDrive so you can place future holds in a quicker, more convenient manner. OverDrive will not use your email address to send you any marketing or promotional communications without your opt-in consent.

We may anonymize certain Personal Information and share it in an aggregated form with third parties in order to analyze Service usage, improve the Service, or for other similar purposes. Such information is anonymous and cannot be used to identify you. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy.

How long is information retained by OverDrive?

We retain information for as long as OverDrive deems necessary to provide the Services or as otherwise permitted by applicable law. Information about users of school Services is only retained by OverDrive for the time period necessary to support the authorized school or educational purposes.

Does OverDrive use cookies and similar technologies?

Yes, we use cookies and similar technologies to collect and store certain information when you use, access, or interact with the Services. Cookies are small data file identifiers that are transferred to your device or web browser that allow us to recognize your device or web browser when you visit or use the Service. We use cookies for many purposes, such as to support the internal operations of the Services and make improvements to the Services. To read more about cookies and similar technologies, please visit our Cookie Policy.

What if I share Information with others while using the Services?

While using our Services, you may enjoy opportunities to post reviews, rate digital content, and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, and Goodreads. When you share such information, it is made public and is not subject to this Privacy Policy. We are not responsible for any third party's use of information you publicly display or disclose through our Services.

What happens when I visit an external website not related to OverDrive's Services?

Our Services may include links to non-OverDrive websites, outside the control of OverDrive. If you click these links, you will leave OverDrive and enter websites that may have different privacy policies than OverDrive. OverDrive is not responsible for the information handling practices of these other websites. These linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully.

Is my information transmitted to other countries?

Given that the Internet is a global environment, using the Internet to collect and process information necessarily involves the transmission of data on an international basis. Therefore, by using the Services, you acknowledge and consent to the transfer of your information outside your country of residence to any country where we have facilities or engage third parties (including but not limited to, payment processors, cloud service or other Information Technology providers, and other companies that provide services to us). If you are visiting the Services from the EU, please click here to visit the section of this Privacy Policy that applies to transfers from the EU to the US. You understand that the countries to which we may transfer information may not have as comprehensive a level of data protection as in your country. OverDrive requires that third parties (if any), such as cloud service providers, with whom information about users of school Services is shared are obligated to safeguard such information using policies and procedures that are consistent with this Privacy Policy and must only use the information in order to perform the authorized school or educational purpose for which it was provided.

What if I contact OverDrive for a support issue?

If you contact OverDrive directly for assistance resolving an issue with the Services, it may be necessary for OverDrive to use support tools to resolve your issue. For a limited number of issues, these tools may provide OverDrive support personnel with visibility of your borrowing information while your support case is being resolved.

What is required to create an OverDrive account?

Your name, email address, and password are required to create an OverDrive account. By creating and using an OverDrive account and/or otherwise consenting to the sharing of information with us, you authorize OverDrive to collect and retain the Personal Information submitted by you. You also affirm that you are at least 13 years of age and acknowledge that an OverDrive account is not intended for use by individuals under 13 years of age. You may not share your information regarding your OverDrive account, including but not limited to your login credentials such as your password.

How can I change my preferences?

You can change your preferences for receiving newsletters, promotional offers, product updates and other OverDrive-initiated communications by emailing privacy@overdrive.com.

What is OverDrive's Instant Digital Card service?

OverDrive's Instant Digital Card online service ("IDC") helps users obtain access to the library's OverDrive digital collection. Only authorized patrons of the library are permitted to access and checkout digital content from the library's digital collection.

You must be at least 13 years old to use IDC.

For users of libraries located in the U.S.:

If your library is located in the U.S. and you use IDC, you will be asked to submit your name, mobile phone number, and email address to OverDrive. Only U.S. mobile phone numbers are eligible for use with IDC. Your name and mobile phone number will be used to confirm your mobile phone number is associated with you and to verify that you have an address in your library's service area. U.S. libraries that participate in IDC provide OverDrive with the zip codes that comprise their service area. Submitting your name, mobile phone number, and email address to IDC confirms your consent to this Privacy Policy and OverDrive's Terms and Conditions.

To verify that your address is in your library's service area, OverDrive will share your name and mobile phone number with a third-party verification service, Cognito. Cognito will use your name and mobile phone number to return an address, if any, to OverDrive.

Cognito does not use your name or mobile phone number for marketing or sales purposes, nor do they share your name or mobile phone number with third parties for marketing or sales purposes.

OverDrive will send a text message to the mobile phone number you provide (standard text message rates apply) to verify the mobile phone number's association with you.

If you are validated as having a residential address within your library's service area, your mobile phone number will serve as your digital library card and you will be able to access and checkout digital content from your library's OverDrive digital collection. Your name, mobile phone number, and address are stored by OverDrive for the purpose of authenticating your checkouts from the library's OverDrive digital collection. Unless otherwise permitted through your opt-in consent to receive marketing communications, OverDrive does not use your name or mobile phone number for marketing or sales purposes, nor do we share your name or mobile phone number with third parties for marketing or sales purposes.

In addition to obtaining checkout privileges to your library's digital collection, you may also be eligible for a library card for access to your library's additional resources (e.g., physical book and media borrowing). Through the validation process, OverDrive will store your address for the purpose of providing your name, address, mobile phone number, and email address (if provided by you) to your

library, where you may be eligible for a library card for access to additional library resources. Your use of IDC confirms your consent to OverDrive providing your name, address, mobile phone number, and email address (if provided by you) with your library, and confirms your consent to be contacted by your library, if necessary.

If you have questions or concerns regarding IDC, please contact OverDrive at privacy@overdrive.com.

For users of libraries located outside of the U.S.:

If your library is located outside of the U.S. and you use IDC, you will be asked to submit your name, mobile phone number, and a country code or campaign code ("Code"). The Code you submit will be used to verify that you have a valid Code to be granted access to your library's OverDrive digital collection. Submitting a Code to IDC confirms your consent to this Privacy Policy and OverDrive's Terms and Conditions.

If your Code is validated by IDC, your mobile phone number will serve as your digital library card and you will be able to access and checkout digital content from your library's OverDrive digital collection. Your name and mobile phone number are stored by OverDrive for the purpose of authenticating your checkouts from the library's OverDrive digital collection. Unless otherwise permitted through your opt-in consent to receive marketing communications, OverDrive does not use your name or mobile phone number for marketing or sales purposes, nor do we share your name or mobile phone number with third parties for marketing or sales purposes.

In addition to obtaining checkout privileges to your library's digital collection, you may also be eligible for a library card for access to your library's additional resources (e.g., physical book and media borrowing). OverDrive may provide your name, mobile phone number, and email address (if provided by you) to your library, where you may be eligible for a library card for access to additional library resources. Your use of IDC confirms your consent to OverDrive providing your name, mobile phone number, and email address (if provided by you) with your library, and confirms your consent to be contacted by your library, if necessary.

If you have questions or concerns regarding IDC, please contact OverDrive at privacy@overdrive.com.

Rights applicable to users located in the EU

Data Transfer. OverDrive is part of the Rakuten Group, which includes the affiliates and subsidiaries of Rakuten, Inc. More information about Rakuten is available at https://global.rakuten.com/corp/about/company. As part of the Rakuten Group, OverDrive has adopted Rakuten's Binding Corporate Rules (BCRs) to safeguard international data transfers, including transfers from the EU to the US. The Rakuten BCRs have been approved by the Data Protection Authority of Luxembourg and can be found at https://corp.rakuten.co.jp/privacy/en/bcr.html.

Legal basis for processing your Personal Information. If you are visiting a Service from the EU, we must have a legal basis to process your Personal Information. There are different legal bases on which we rely to process your Personal Information, namely:

Performance of a contract. The use of your Personal Information may be necessary to perform the specified function for which you submit your Personal Information, and/or perform other contractual obligations and policies under which we provide our Services to you;

Consent. We will rely on your consent to use your information for direct marketing purposes. You may withdraw your consent at any time by contacting us using the information at the end of this Privacy Policy or by following an unsubscribe link in any marketing communication you receive from us; and

Legitimate interests. We use your Personal Information for our legitimate interests to improve our Services, for internal administration, and security purposes. In such circumstances, it is important for us to ensure that your data protection interests or fundamental rights and freedoms are not overridden by our legitimate interests.

Your choices under EU law. If you are visiting from the EU, you may email privacy@overdrive.com or visit the Data Request center to ask us to:

- See what Personal Information we hold about you
- Modify or correct the Personal Information we hold about you
- Object to our use of your Personal Information
- Erase your Personal Information
- Receive/Port your Personal Information in a usable electronic format

If contacting us does not resolve your issue, you have the right to make a complaint to your data protection authority (if one exists in your country).

If you are not subject to EU law, these rights do not apply to you.

Rights applicable to California residents

As explained in this Privacy Policy, OverDrive may collect certain information related to your interactions and use of our Services.

Information we collect directly from you. Depending on your use of the Services, the categories of information we may collect directly from you include the following:

- Identifiers, such as your name, email address, library card number, and phone number (only for users of IDC);

We may also collect information you provide in your communications to us, such as when you respond to polls or surveys, or contact us with a question, comment, or request.

Information we automatically collect from you. As you interact with the Services, we may also collect information about you automatically though the use of cookies and similar technologies. Depending on your use of the Services, the categories of information we automatically collect from you may include the following:

- Identifiers, such as IP Address, Adobe ID, Cookie ID, and device ID.
- Internet or other electronic network activity information, such as device type, operating system, browsing history on OverDrive-hosted webpages, and information related to your interaction with the Services, such as lending history, holds, and reading progress.

If you do not want OverDrive-hosted websites to collect information through the use of cookies, you can set your web browser to block cookies. Additionally, you can manage your cookie preferences through the "Cookie Settings" link located within the Service. Please see our Cookie Policy for more information.

Information selling, sharing, and disclosing. OverDrive does not sell your information. OverDrive does not share your information with third parties for money or other valuable consideration. OverDrive may disclose your information to service providers solely for business purposes. These service providers support the internal operations of the Services, assist OverDrive in providing you access to the Services, and assist OverDrive in monitoring, analyzing, and optimizing the Services. The following categories of information may be disclosed to service providers for business purposes: identifiers and internet or other electronic network activity information.

Your rights under applicable law. If you are a California resident, you or your authorized agent may email privacy@overdrive.com, call toll-free 866-269-5794, or visit the Data Request center to ask us to:

- See what Personal Information we hold about you
- Modify or correct the Personal Information we hold about you
- Delete your Personal Information
- Receive/Port your Personal Information in a usable electronic format

Users may freely exercise these rights without fear of being denied the Services.

Changes to this Privacy Policy

This Privacy Policy was last updated in **July 2020**. We will continue to evaluate this Privacy Policy against new technologies, business practices, and our users' needs, and may make changes to the Privacy Policy accordingly. ~~Please check the Privacy Policy periodically for updates. Your continued use of the Services after the posting of any changes to this Privacy Policy means that you agree to be bound by such changes.~~ Need prior approval if in a case by 10/1/2020

In the event of a change of control (i.e. sale of sale or merger of OverDrive, Inc.) the successor entity will be subject to these same privacy commitments.

If we make material changes this Privacy Policy that increase our rights to use your Personal Information, we will notify you via a prominent notice on the Services or via email prior to the change becoming effective. If you do not agree to the changes, you should discontinue use of the Services.

Contact OverDrive

Please contact OverDrive at privacy@overdrive.com if:

- You have any questions about this Privacy Policy;
- You are not located in the EU or are not a California resident and you would like to request access to the Personal Information we hold about you, or request the deletion of your Personal Information (alternatively, you may visit the Data Request center);
- You are a parent and want to inquire if your child has submitted Personal Information to OverDrive and to request the review, correction, and/or removal of any such Personal Information from our system; or
- You are a teacher or administrator at an educational institution using the school Services and want to request the review, correction, and/or removal of a student's Personal Information;

OverDrive

Privacy Policy for Children

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us" or "our") are committed to ensuring the privacy of children under the age of 13 years old who use OverDrive-hosted websites, software, technologies, services, and applications such as Sora, Libby, and the OverDrive app (collectively referred to as "Services").

Please be sure to read this Privacy Policy for Children with your parent(s) and/or legal guardian(s) (collectively referred to as "parents") and ask them questions about what you do not understand.

The OverDrive Privacy Policy is incorporated herein by reference.

Why is there a separate Privacy Policy for Children?

The Federal Trade Commission's Children's Online Privacy Protection Act ("COPPA") requires us to inform parents about how we collect, use, and disclose Personal Information from children under 13 years of age.

What kind of Personal Information is covered by COPPA?

Under COPPA, "Personal Information" is defined as individually identifiable information, and includes: full name (first and last); a home or other physical address including street name and city or town; online contact information such as an email address or screen name; a phone number; a Social Security number; a photograph, video or audio file containing a child's image or voice; a persistent identifier that can be used to recognize a child over time and across different websites or online services; geolocation information sufficient to identify street name and name of city or town; or information collected that is combined with the individually identifiable information listed above.

Does OverDrive collect Personal Information from children?

No, we do not knowingly collect Personal Information (as defined under COPPA) from children. Children can use most Services without creating an OverDrive account or providing any Personal Information to OverDrive. Children under the age of 13 are not permitted to create, access, or use an OverDrive account.

What information does OverDrive collect?

In order to checkout digital content, we request children enter their library card number, student ID number or, in some cases, a PIN number or password. Our request for such identification number is solely for the purpose of validating the status of the identification number. We do not request, access, or retrieve any additional information. All information, including identification numbers, is protected from unauthorized disclosure.

OverDrive may also collect information about a child's online activity, digital content selections, interactions with digital content such as bookmarks, highlights, and notes, reviews and ratings, as well as IP address, device type, unique device data such as device ID, and operating system.

How does OverDrive collect information?

OverDrive collects information through active participation of the child and passively through the use of "cookies" and similar technologies. For more information on how OverDrive uses cookies, please see our general Privacy Policy.

How does OverDrive use information?

OverDrive collects information from a child in order to:

- Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication of users or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;
- Determine the child's current geographic location and/or language so that we may provide localized content and Services;
- Comply with the requirements of our publisher, library, and retail partners;
- Provide recommendations for digital content we think the child may enjoy;
- Integrate with additional service providers for use of the Services;
- Personalize our Services to better reflect particular interests and preferences; and
- Generally improve the user experience.

OverDrive never sells a child's information. We may share anonymized information in aggregated form with third parties and/or business partners in order to analyze Service usage, improve the Services and user experience, or for other similar purposes. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy for Children. A child's information is only retained by OverDrive for the time period necessary to support the authorized school or educational purposes.

What if a child shares information with others while using the Services?

While using the Services, children may enjoy opportunities to post reviews, rate digital content, and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, and Goodreads. When a child shares such information, it is made public and is

not subject to this Privacy Policy for Children. We are not responsible for any third party's use of information a child publicly displays or discloses through our Services.

How can parents control their child's information?

Parents may email privacy@overdrive.com to inquire if their child has submitted Personal Information to OverDrive and to request the review, correction, and/or removal of any such Personal Information from our system.

If you are a teacher or administrator at an educational institution using the school Services, please email privacy@overdrive.com to request the review, correction, and/or removal of a student's Personal Information, and we will facilitate your access to and correction of such Personal Information promptly upon your request.

Changes to this Privacy Policy for Children

This Privacy Policy for Children was last updated in **January 2020**. ~~Please check this Privacy Policy for Children periodically for updates. Your continued use of the Services after the posting of any changes to this Privacy Policy for Children means that you agree to be bound by such changes.~~ 10/1/2020 Need approval in writing of any changes. MM

In the event of a change of control (i.e. sale of sale or merger of OverDrive, Inc.) the successor entity will be subject to these same privacy commitments.

Contact OverDrive

OverDrive, Inc. is the operator for the Services. If you have any questions or concerns regarding this Privacy Policy for Children, please contact OverDrive via email at privacy@overdrive.com.

You can also contact OverDrive by calling (216) 573-6886 or mailing us at One OverDrive Way, Cleveland, Ohio 44125 USA, Attention: General Counsel.

For more information about COPPA, please visit: www.business.ftc.gov/documents/0493-Complying-with-COPPA-Frequently-Asked-Questions

Resolution for Approval of Design Firms and Authority to Enter Contract Negotiations

Resolution No. _____

Whereas, the District issued a Request for Qualifications to professional design firms in accordance with Ohio Rev. Code Sections 153.65 to 153.73 to serve as the architect of record and provide professional design services for a new Central Intermediate School construction project; and

Whereas, the District through a committee consisting of its Superintendent, Assistant Superintendent and Treasurer reviewed and evaluated the responses of those firms who responded, selected 4 firms for in-person interviews, and then held discussions with each of the 4 firms to explore further the firms' statements of qualifications, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward the project; and

Whereas, after reviewing all of the available information including the recommendation of the Superintendent, Assistant Superintendent and Treasurer, the Board of Education intends to negotiate a contract with the firm ranked most qualified.

Now therefore, be it resolved by the Board of Education of Wadsworth City School District that:

1. The Board determines the following firms to be the most qualified to provide professional design services in rank order:

    1. Hollabird & Root/bshm Architects, Inc.

    2. GPD Group

    3. Hasenstab Architects

    4.Motter & Meadows Architects

2. The Superintendent, Assistant Superintendent and Treasurer are authorized to begin contract negotiations with the firm ranked #1.

3. All actions previously taken by District employees, officials and representatives in furtherance of the matters stated in this Resolution are hereby approved, ratified and confirmed.

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**001**								
001-0000	GENERAL FUND:	$ 16,485,396.29	$ 3,232,215.74	$ 22,329,696.95	$ 3,740,046.26	$ 11,570,073.62	$ 27,245,019.62	$ 5,869,153.38	$ 21,375,866.24
001-9000	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-9001	GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT	58,016.86	6,511.00	9,011.00	2,658.41	2,658.41	64,369.45	22,479.00	41,890.45
001-9002	GENERAL FUND: FOOD SERV. DONATIONS	(256.14)	339.22	405.59	0.00	0.00	149.45	0.00	149.45
001-9094	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-920R	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 16,543,157.01	**$ 3,239,065.96**	**$ 22,339,113.54**	**$ 3,742,704.67**	**$ 11,572,732.03**	**$ 27,309,538.52**	**$ 5,891,632.38**	**$ 21,417,906.14**
Fund:	**002**								
002-0000	BOND RETIREMENT SERIES 98,99,00 ISSUES	2,799,346.89	143,215.66	1,288,245.92	6.60	16,359.26	4,071,233.55	0.00	4,071,233.55
002-9000	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9100	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9200	BOND RETIREMENT - ENERGY CONSERVATION 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9300	BOND RETIRE LIBRARY 2001	449,465.77	22,377.32	201,288.17	1.03	2,556.11	648,197.83	0.00	648,197.83
002-9400	BOND RETIRE: 2008 BONDS ($65,650,000)	3,613,612.71	264,054.49	2,375,212.11	12.18	30,162.39	5,958,662.43	0.00	5,958,662.43
002-9500	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 6,862,425.37	**$ 429,647.47**	**$ 3,864,746.20**	**$ 19.81**	**$ 49,077.76**	**$ 10,678,093.81**	**$ 0.00**	**$ 10,678,093.81**
Fund:	**003**								
003-0000	PERMANENT IMPROVEMENT LEVY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
003-900C	COMMUNITY CENTER ENTERPRISE FUND	199,858.56	0.00	0.00	0.00	0.00	199,858.56	2,240.60	197,617.96
003-900S	SUMMA HOSPITAL ENTERPRISE FUND	47,690.42	0.00	0.00	0.00	0.00	47,690.42	0.00	47,690.42
		$ 247,548.98	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 247,548.98**	**$ 2,240.60**	**$ 245,308.38**
Fund:	**004**								
004-0000	CONSTRUCTION FUND: OFCC - LFI	(2,102,556.73)	0.00	0.00	0.00	0.00	(2,102,556.73)	0.00	(2,102,556.73)
004-900C	CONSTRUCTION FUND: CITY OF WADS. COMM. CENTER	2,109,938.61	0.00	0.00	0.00	3,807,027.53	(1,697,088.92)	7,381.88	(1,704,470.80)
004-900H	BUILDING FUND: WRH SUMMA MED. OFFICE BLDG.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 7,381.88	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 3,807,027.53**	**$ (3,799,645.65)**	**$ 7,381.88**	**$ (3,807,027.53)**
Fund:	**006**								
006-0000	FOOD SERVICES	967,419.99	37,076.40	38,075.95	51,290.77	100,552.23	904,943.71	764,960.59	139,983.12
006-9001	FOOD SERVICE FEDERAL AWARD:	0.00	9,140.50	31,740.92	31,966.43	75,616.25	(43,875.33)	0.00	(43,875.33)
		$ 967,419.99	**$ 46,216.90**	**$ 69,816.87**	**$ 83,257.20**	**$ 176,168.48**	**$ 861,068.38**	**$ 764,960.59**	**$ 96,107.79**

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**007**								
007-0000	SPECIAL TRUST	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
007-900S	SAFETY TOWN FUND	3,289.57	0.00	0.00	0.00	0.00	3,289.57	0.00	3,289.57
007-9091	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-9092	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-955C	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 3,289.57	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 3,289.57**	**$ 0.00**	**$ 3,289.57**
Fund:	**009**								
009-0000	UNIFORM SCHOOL SUPPLIES FUND	29,169.67	3,030.00	3,595.00	343.73	343.73	32,420.94	29,711.27	2,709.67
		$ 29,169.67	**$ 3,030.00**	**$ 3,595.00**	**$ 343.73**	**$ 343.73**	**$ 32,420.94**	**$ 29,711.27**	**$ 2,709.67**
Fund:	**010**								
010-0000	CLASSROOM FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
010-900L	OSFC LOCAL SHARE	6,224,811.13	0.00	0.00	0.00	0.00	6,224,811.13	0.00	6,224,811.13
010-900Q	OSFC: QSCB BONDS (ISHAM / VALLEY VIEW)	(543,055.88)	0.00	0.00	0.00	0.00	(543,055.88)	0.00	(543,055.88)
010-900S	OSFC STATE SHARE	(321,876.76)	0.00	0.00	0.00	0.00	(321,876.76)	13,906.79	(335,783.55)
		$ 5,359,878.49	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 5,359,878.49**	**$ 13,906.79**	**$ 5,345,971.70**
Fund:	**011**								
011-0000	C.T. CUSTOMER SERVICE FUND	33,236.75	197,224.29	197,224.29	23,920.78	108,077.51	122,383.53	65,722.01	56,661.52
011-9001	C.T. CUSTOMER SERV AUTOMOTIVES	(111.27)	426.20	426.20	234.07	234.07	80.86	11,765.93	(11,685.07)
011-9002	C.T. CUSTOMER SERV JR CARPENTRY	(4,204.82)	0.00	0.00	0.00	0.00	(4,204.82)	36,001.00	(40,205.82)
		$ 28,920.66	**$ 197,650.49**	**$ 197,650.49**	**$ 24,154.85**	**$ 108,311.58**	**$ 118,259.57**	**$ 113,488.94**	**$ 4,770.63**
Fund:	**012**								
012-0000	ADULT/COMMUNITY EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**013**								
013-900C	COMMUNITY CENTER/WHS OPERATING FUND	42,050.89	0.00	0.00	5,629.44	7,079.44	34,971.45	12,440.71	22,530.74
		$ 42,050.89	**$ 0.00**	**$ 0.00**	**$ 5,629.44**	**$ 7,079.44**	**$ 34,971.45**	**$ 12,440.71**	**$ 22,530.74**
Fund:	**014**								
014-0000	FOUR CITIES CAREER TECH COMPACT FUND	108,627.01	0.00	0.00	22,333.24	65,343.45	43,283.56	43,180.59	102.97
014-9001	FOUR CITIES: FIRST PROGRAM (NORTON)	(0.03)	0.00	0.00	0.00	0.00	(0.03)	0.00	(0.03)
014-9089	ROTARY-INTERNAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 108,626.98	**$ 0.00**	**$ 0.00**	**$ 22,333.24**	**$ 65,343.45**	**$ 43,283.53**	**$ 43,180.59**	**$ 102.94**
Fund:	**017**								
017-0000	LIBRARY CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund:	**018**								
018-0000	PUBLIC SCHOOL SUPPORT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
018-973C	FOUR CITY CTA COMPACT DIRECTORS FUND	2.31	0.00	0.00	0.00	0.00	2.31	0.00	2.31
018-974A	CENTRAL OFFICE ADMINISTRATORS FUND	8,304.47	0.00	10.65	0.00	0.00	8,315.12	1,296.16	7,018.96
018-974B	DISTRICT SPIRIT COMMITTEE FUND	6,098.50	0.00	0.00	0.00	0.00	6,098.50	0.00	6,098.50
018-974C	CENTRAL INTERMEDIATE PRINCIPAL FUND	12,968.25	0.00	0.00	160.00	160.00	12,808.25	3,320.64	9,487.61
018-974K	HURRICANE KATRINA RELIEF FUND (2005)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-974T	TRANSPORTATION 018 ACCOUNT	2,080.81	0.00	0.00	0.00	0.00	2,080.81	673.37	1,407.44
018-975F	FRANKLIN SCHOOL PRINCIPAL'S FUND	28,316.34	150.00	395.52	928.63	1,937.94	26,773.92	24,405.73	2,368.19
018-976I	ISHAM SCHOOL PRINCIPAL'S FUND	2,567.52	1,871.40	1,901.40	814.63	2,422.35	2,046.57	4,157.53	(2,110.96)
018-977L	LINCOLN SCHOOL PRINCIPAL'S FUND	10,031.99	0.00	0.00	1,114.59	2,789.53	7,242.46	5,973.87	1,268.59
018-978D	OVERLOOK: SUNSHINE FUND	261.45	0.00	0.00	0.00	0.00	261.45	0.00	261.45
018-978O	OVERLOOK SCHOOL PRINCIPAL'S FUND	750.60	1,015.27	1,361.36	728.14	1,622.21	489.75	4,581.44	(4,091.69)
018-979L	PUBLIC SCHOOL SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-979V	VALLEY VIEW PRINCIPAL'S FUND	6,456.31	400.00	437.00	351.50	2,190.66	4,702.65	2,063.29	2,639.36
018-980D	WMS: DOLLARS FOR DENIM PAY IT FORWARD	1,096.22	440.00	580.00	0.00	0.00	1,676.22	370.93	1,305.29
018-980M	WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND	6,722.75	563.89	565.89	250.19	1,742.39	5,546.25	7,693.81	(2,147.56)
018-981D	WHS: DOLLARS FOR DENIM PAY IT FORWARD	1,438.01	0.00	0.00	0.00	0.00	1,438.01	0.00	1,438.01
018-981H	HIGH SCHOOL PRINCIPAL'S FUND	5,496.24	3,319.65	10,700.65	7,639.55	8,326.09	7,870.80	12,599.10	(4,728.30)
		$ 92,591.77	**$ 7,760.21**	**$ 15,952.47**	**$ 11,987.23**	**$ 21,191.17**	**$ 87,353.07**	**$ 67,135.87**	**$ 20,217.20**
Fund:	**019**								
019-0000	MHJ GRANT: S KURT MATH WHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9006	MEDINA CTY SHARE CLUSTER (B.BEAL)	7,402.13	10,050.00	10,050.00	300.00	300.00	17,152.13	2,100.00	15,052.13
019-9007	MED CTY CRISES RESPONSE TEAM (B.BEAL)	11,517.54	0.00	0.00	0.00	0.00	11,517.54	0.00	11,517.54
019-9008	ADAM H BOARD: PREVENTION GRANT	0.00	(9,750.00)	0.00	581.41	581.41	(581.41)	0.00	(581.41)
019-9010	MCDAC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9012	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9016	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9017	TECH PREP: NURSING - EQUIPMENT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9018	TECH PREP: FIRE/EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9019	TECH PREP: NURSING PICNIC / OTHER PICNIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-901G	WGCF: MINDFUL MUSIC CLOONON 2019	850.00	0.00	0.00	0.00	0.00	850.00	850.00	0.00
019-9020	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9024	TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-902G	WGCF: WORKBENCH/TOOLKIT CROOKES 2019	4.66	0.00	0.00	0.00	0.00	4.66	4.66	0.00
019-903G	WGCF: GRAPH CALC WHS MATH 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-904G	WGCF: SUMMER READING SCHMELTZER 2019	386.85	0.00	0.00	0.00	0.00	386.85	0.00	386.85
019-905G	WGCF: FLEX SEATNG LINN 2019	63.66	0.00	0.00	0.00	0.00	63.66	0.00	63.66
019-906G	WGCF: 3M GRANT STEM CLUB FRANKLIN	6,500.00	0.00	0.00	0.00	0.00	6,500.00	0.00	6,500.00
019-907G	WGCF: WELL BEING STUDIO GUNN ISHAM 2020	595.81	0.00	0.00	0.00	0.00	595.81	839.88	(244.07)
019-908G	WGCF: SENSORY ROOM WILSON 2020	31.00	0.00	0.00	0.00	0.00	31.00	0.00	31.00
019-9090	DOLLAR GENERAL SUMMER READING GRANT 2019	9.35	0.00	0.00	0.00	0.00	9.35	0.00	9.35
019-9091	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9092	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9093	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9094	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9097	MCDAC GRANT FY 97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9098	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-909G	WGCF: STEAM VV LIBRARY OWENS VV 2020	2,487.89	0.00	0.00	0.00	2,353.32	134.57	134.33	0.24
019-9101	MHJ GRANT: C JOHNSON READING STRATEGIES THAT	349.22	0.00	0.00	0.00	0.00	349.22	0.00	349.22
019-9102	MHJ GRANT: TITUS READING GRANT FY15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9103	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9104	GPD STEM GRANT: JESSICA CHADA FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9105	MHJ GRANT: 7 MINDSETS PD 5-8 GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9106	LUKE ENG GRANT: MAKERS SPACE V.V.	1,828.08	0.00	500.00	0.00	0.00	2,328.08	722.73	1,605.35
019-9107	MHJ GRANT: STEM CAMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9108	STEM CAMP LOCAL GRANTS /	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	DONATIONS								
019-9109	STEM CLB GRATN ALCOLA FY2017	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-910G	WGCF: ROBOTICS CAMP SHALALA 2020	2,250.00	0.00	0.00	0.00	0.00	2,250.00	0.00	2,250.00
019-9110	PIZZA HUT BOOK IT GRANT: E PETIT (2017)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9111	FOOD SERVICE: AMERICAN DAIRY ASSOC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9114	BELIEVE IN OHIO GRANT WHS (FY2016)	125.84	100.00	100.00	0.00	0.00	225.84	0.00	225.84
019-911G	WGCF: LIBRARY CLAYPOOL LINCOLN 2020	27.80	0.00	0.00	0.00	0.00	27.80	0.00	27.80
019-912G	WGCF: ELA BOOKS L.SMITH WHS 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9131	DEPARTMENT OF NATURAL RESOURCE - GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-913G	WGCF: WMS COURTYARD P JURY WMS 2020	1,000.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00
019-914G	WGCF: GRIZZLY GRP MENTORING GOOD WHS 2020	500.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00
019-918M	MCDAC GRANT FY 18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9191	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9192	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9198	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9199	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-919M	MCDAC GRANT FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9201	TECH PREP: MARKETING BARBERTON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9202	SPECIAL ED WORKFORCE: SCHROCK FY 2012	608.75	0.00	0.00	0.00	0.00	608.75	0.00	608.75
019-9203	MHJ GRANT: 6+1 TRAITS BENNETT/JOHNSON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9204	MHJ GRANT: POWER READING CROOKES -FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9225	WMS CLINICAL RM ECOSYSTEM GRANT P. JUREY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9226	GPD GRANT: V.V SENSORY ROOM - HASSINGER 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9299	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9301	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9302	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9303	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9304	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9305	TECH PREP: MARKETING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9306	GENE HAAS: FOUNDATION CAREER TECH SCHOLARSHIP	600.00	0.00	0.00	0.00	0.00	600.00	0.00	600.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9307	HAAS FOUNDATION PD GRANT (FY20)	$ 1,748.82	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 1,748.82	$ 0.00	$ 1,748.82
019-9308	ISHAM WEATHER CLINICAL RESEARCH GRANT	0.29	0.00	0.00	0.00	0.00	0.29	0.00	0.29
019-9401	MHJ GRANT: SCHMELTZER LITERATURE FY 14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9402	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9403	SME PRIME: SCHOOL GRANT	16,546.54	0.00	0.00	0.00	0.00	16,546.54	235.72	16,310.82
019-9404	TECH PREP: NETWORKING TECHNOLOGY	34.36	0.00	0.00	0.00	0.00	34.36	0.00	34.36
019-9405	TECH PREP: BUSINESS TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9406	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9407	TECH PREP: ATHLETIC, HEALTH CARE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9408	TECH PREP: ADVANCEMENT TO NURSING GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9501	WMS PRINCIPALS GROUP: JACKSON	1,616.81	150.00	150.00	0.00	0.00	1,766.81	3,099.71	(1,332.90)
019-9502	SAFE ROUTE TO SCHOOLS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9503	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9504	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9505	WADSWORTH SCHOOLS: 135TH FY 2006 (1870)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9506	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9507	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9508	TECH PREP: FIRE/EMT-CRIM. JUSTICE (BARB.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9509	HEALTH EDUC. MINI GRANT (C.COLLINS) WELLNESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9601	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9602	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9603	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9604	TECH PREP: FY06 AUTOMOTIVE TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9605	TECH PREP: FY06 WEB PROGRAMING TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9606	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9607	CAMP CAN DO: S SCHROCK SUMMER 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9701	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9702	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9703	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-976I	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-977L	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-978O	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9801	OTHER GRANT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9802	TECH PREP: MARKETING ALL SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9803	TECH PREP: MARKETING - BARBERTON	1,893.34	0.00	0.00	246.00	246.00	1,647.34	450.00	1,197.34
019-9804	WMS: CARE TEAM AFTER SCHOOL PROGRAM	(5,231.63)	0.00	13,000.00	0.00	0.00	7,768.37	10,909.49	(3,141.12)
019-9805	ODNR FISHING CLUB GRANT (SHIARLA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9806	TECH PREP: FY08 MARKETING WADSWORTH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9807	TECH PREP: FY08 MARKETING COPLEY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9808	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9809	TECH PREP: FY08 TEACHER AID PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9810	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9811	TECH PREP: IT CISCO GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9812	TECH PREP: MARKETING (WADS / NORT / COP)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9813	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-981H	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9901	TECH PREP: FY09 J VANKIRK COMPUTER TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9902	TECH PREP: COMPASS TESTING - TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9903	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9904	OHIO DEVELOPMENT DISABILITIES COUNCIL-SAYRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9905	LOWES GRANT--VALLEY VIEW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9906	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 53,747.11	**$ 550.00**	**$ 23,800.00**	**$ 1,127.41**	**$ 3,480.73**	**$ 74,066.38**	**$ 20,346.52**	**$ 53,719.86**
Fund:	**020**								
020-0000	BEAR CUB ACADEMY	2,574.55	15,573.12	19,524.78	19,541.73	42,404.56	(20,305.23)	34,091.45	(54,396.68)
		$ 2,574.55	**$ 15,573.12**	**$ 19,524.78**	**$ 19,541.73**	**$ 42,404.56**	**$ (20,305.23)**	**$ 34,091.45**	**$ (54,396.68)**
Fund:	**022**								
022-0000	C.I./A.I.M.S PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-901H	JOHN AUL MEMORIAL	61.99	0.00	0.00	0.00	0.00	61.99	0.00	61.99
022-9090	L & J FUND ORIGINAL CONTRIBUTIONS	14,989.84	0.00	0.00	250.00	350.00	14,639.84	1,965.00	12,674.84
022-9091	L & J FUND: FIELD TRIP FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9512	OHSAA TOURNAMENT: BOYS BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9513	OHSAA TOURNAMENT: BOYS SOCCER	35.47	0.00	0.00	0.00	0.00	35.47	0.00	35.47
022-9516	OHSAA TOURNAMENT:	155.07	0.00	0.00	0.00	0.00	155.07	0.00	155.07

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	FOOTBALL								
022-9517	OHSAA TOURNAMENT: BOYS LACROSSE	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
022-9528	OHSAA TOURNAMENT: WRESTLING	155.91	0.00	0.00	0.00	0.00	155.91	0.00	155.91
022-9532	OHSAA TOURNAMENT: GIRLS BASKETBALL	27.43	0.00	0.00	0.00	0.00	27.43	0.00	27.43
022-9533	OHSAA TOURNAMENT: GIRLS SOCCER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9534	OHSAA TOURNAMENT: SOFTBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9536	OHSAA TOURNAMENT: GIRLS LACROSSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-974C	L&J FUND CIS FIELDTRIPS	10,828.43	0.00	0.00	0.00	0.00	10,828.43	0.00	10,828.43
022-975F	L&J FUND FRANKLIN FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-976I	L&J FUND ISHAM FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-977L	L&J FUND LINCOLN FIELDTRIPS	3,045.24	0.00	0.00	0.00	0.00	3,045.24	1,600.00	1,445.24
022-978O	L&J FUND OVERLOOK FIELDTRIPS	673.79	0.00	0.00	0.00	0.00	673.79	450.00	223.79
022-979V	L&J FUND VALLEY VIEW FIELDTRIPS	1,700.08	0.00	0.00	0.00	0.00	1,700.08	193.60	1,506.48
		$ 31,673.25	**$ 0.00**	**$ 0.00**	**$ 250.00**	**$ 350.00**	**$ 31,323.25**	**$ 4,208.60**	**$ 27,114.65**
Fund:	**024**								
024-0000	WCSD EMPLOYEE BENEFITS INSURANCE FUND	63,186.38	19,730.27	55,310.24	20,837.27	80,538.08	37,958.54	230,926.29	(192,967.75)
		$ 63,186.38	**$ 19,730.27**	**$ 55,310.24**	**$ 20,837.27**	**$ 80,538.08**	**$ 37,958.54**	**$ 230,926.29**	**$ (192,967.75)**
Fund:	**025**								
025-9096	COMPUTER NETWORK CLASS 'A'SIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**029**								
029-0000	FRANK H. CLOSE SCHOLARSHIP FUND	192.14	0.00	0.00	0.00	0.00	192.14	0.00	192.14
029-9001	BERNADINE H. KOVALCHIN SCHOLARSHIP FUND	32,892.39	0.00	0.00	0.00	0.00	32,892.39	4,500.00	28,392.39
029-9002	MARK SCHERBA MEMORIAL SCHOLARSHIP	1.66	0.00	0.00	0.00	0.00	1.66	0.00	1.66
029-9003	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9004	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9005	KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP	13,665.42	0.00	0.00	0.00	0.00	13,665.42	1,132.00	12,533.42
029-9006	MACKEY SCHOLARSHIP	20,589.91	0.00	0.00	0.00	0.00	20,589.91	0.00	20,589.91
029-9007	DANIEL VAN AUKEN	23,540.09	0.00	0.00	0.00	1,325.45	22,214.64	1,217.48	20,997.16

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	SCHOLARSHIP FUND								
029-9008	DAVID SLADKY SCHOLARSHIP FUND	$ 5,399.42	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 5,399.42	$ 0.00	$ 5,399.42
029-9009	GEORGE ZITO SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-917H	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 96,281.03	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 1,325.45**	**$ 94,955.58**	**$ 6,849.48**	**$ 88,106.10**
Fund:	**034**								
034-0000	CLASSROOM FACILITIES MAINTENANCE FUND	2,451,088.51	0.00	0.00	14,700.00	54,945.00	2,396,143.51	50,988.00	2,345,155.51
		$ 2,451,088.51	**$ 0.00**	**$ 0.00**	**$ 14,700.00**	**$ 54,945.00**	**$ 2,396,143.51**	**$ 50,988.00**	**$ 2,345,155.51**
Fund:	**071**								
071-0000	SALES TAX: PERM. IMPROVEMENTS FUND	2,960,680.65	0.00	532,366.53	83,276.43	467,299.47	3,025,747.71	214,189.12	2,811,558.59
		$ 2,960,680.65	**$ 0.00**	**$ 532,366.53**	**$ 83,276.43**	**$ 467,299.47**	**$ 3,025,747.71**	**$ 214,189.12**	**$ 2,811,558.59**
Fund:	**200**								
200-900W	CLASS OF 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-901W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-902H	GRIZZLY RPG CLUB (ROLL PLAYING GAME)	130.50	0.00	0.00	0.00	0.00	130.50	159.50	(29.00)
200-902W	CLASS OF 2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-903H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-903W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-904H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-904W	CLASS OF 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-905W	CLASS OF 2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-906H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-906W	CLASS OF 2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-907H	WEB PROGRAMMING AND DESIGN	249.86	0.00	0.00	0.00	0.00	249.86	0.00	249.86
200-907W	CLASS OF 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-908H	ROTARY INTER-ACT: YOUTH ROTARY CLUB	70.99	0.00	0.00	0.00	0.00	70.99	65.00	5.99
200-908W	CLASS OF 2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-909H	CADD STUDENT ACTIVTY ACCOUNT	(325.84)	0.00	0.00	0.00	0.00	(325.84)	0.00	(325.84)
200-909W	CLASS OF 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910W	CLASS OF 2010	215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44
200-911H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-911W	CLASS OF 2011	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-912H	FRENCH CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-912W	CLASS OF 2012	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-913A	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
200-913B	STUDENT MANAGED ACTIVITY	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
200-913C	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913D	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913W	CLASS OF 2013	156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48
200-914C	ROOTS AND SHOOTS CENTRAL INTERMEDIATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-914H	S.A.D.D. WADSWORTH HIGH SCHOOL	(192.38)	0.00	0.00	0.00	0.00	(192.38)	0.00	(192.38)
200-914M	TAGG - WADSWORTH MIDDLE SCHOOL	763.93	0.00	0.00	0.00	0.00	763.93	0.00	763.93
200-914W	CLASS OF 2014:	122.04	0.00	0.00	0.00	0.00	122.04	0.00	122.04
200-915H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-915W	CLASS OF 2015	198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07
200-916H	LATIN CLUB	2.60	0.00	0.00	0.00	0.00	2.60	0.00	2.60
200-916W	CLASS OF 2016	(1,368.72)	0.00	0.00	0.00	0.00	(1,368.72)	0.00	(1,368.72)
200-917H	H.S. SCIENCE CLUB	(49.98)	0.00	0.00	0.00	0.00	(49.98)	0.00	(49.98)
200-917W	CLASS OF 2017	1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44
200-918H	ACADEMIC CHALLENGE	1,961.83	25.00	25.00	0.00	0.00	1,986.83	0.00	1,986.83
200-918W	CLASS OF 2018	1,669.08	0.00	0.00	0.00	0.00	1,669.08	0.00	1,669.08
200-919H	SPEECH AND DEBATE TEAM	3,871.87	0.00	0.00	0.00	0.00	3,871.87	10,084.63	(6,212.76)
200-919W	CLASS OF 2019	3,195.57	0.00	0.00	0.00	0.00	3,195.57	28.00	3,167.57
200-920H	N. H. S.	795.71	0.00	0.00	0.00	0.00	795.71	0.00	795.71
200-920W	CLASS OF 2020	11,966.45	0.00	125.00	0.00	13,952.43	(1,860.98)	1,955.57	(3,816.55)
200-921H	F.C.C.L.A.	1,010.21	0.00	0.00	0.00	0.00	1,010.21	0.00	1,010.21
200-921W	CLASS OF 2021	576.87	1,725.00	2,060.00	0.00	0.00	2,636.87	0.00	2,636.87
200-922H	PEP CLUB	272.63	0.00	0.00	0.00	0.00	272.63	0.00	272.63
200-922W	CLASS OF 2022	1,370.38	0.00	0.00	0.00	0.00	1,370.38	0.00	1,370.38
200-923H	INTERNATIONAL CLUB (FOREIGN LANGUAGES)	4,902.32	0.00	0.00	17.98	17.98	4,884.34	1,209.56	3,674.78
200-923W	CLASS OF 2023	829.42	0.00	0.00	0.00	0.00	829.42	0.00	829.42
200-924C	CENTRAL INTERMEDIATE STUDENT COUNCIL	1,393.99	0.00	0.00	581.00	581.00	812.99	678.96	134.03
200-924H	STUDENT COUNCIL	15,199.65	0.00	0.00	0.00	0.00	15,199.65	1,301.95	13,897.70
200-924I	ISHAM STUDENT COUNCIL	219.79	0.00	0.00	0.00	0.00	219.79	0.00	219.79
200-924M	WADSWORTH MIDDLE STUDENT COUNCIL	219.40	0.00	0.00	0.00	0.00	219.40	96.00	123.40
200-924W	CLASS OF 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-925H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-925W	CLASS OF 2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-926H	D. E. C. A.	7,027.29	770.00	770.00	0.00	0.00	7,797.29	12,615.68	(4,818.39)
200-927H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-928H	C.B.I.P.	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82
200-929H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
200-930H	GRIZZLY GRIND COFFEE CLUB	$ 771.18	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 771.18	$ 0.00	$ 771.18
200-931H	MEDIA COMMUNICATIONS WHS	566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76
200-932H	WHS SPECRUM CLUB	40.00	0.00	0.00	0.00	0.00	40.00	0.00	40.00
200-932S	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-933H	TEACHER AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-934H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-935H	GRIZZLY LEADER ACADEMY (WHS)	1,268.00	450.00	538.00	647.50	647.50	1,158.50	0.00	1,158.50
200-936H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-941H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-945H	AUTOMOTIVES	1,858.09	0.00	0.00	0.00	0.00	1,858.09	79.00	1,779.09
200-946H	CARPENTRY	2,064.32	4,482.50	4,842.50	0.00	0.00	6,906.82	388.50	6,518.32
200-947H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-948H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-9512	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-951C	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-952C	MIDDLE SCHOOL DRAMA/ MUSICAL CLUB	7,687.98	0.00	0.00	0.00	0.00	7,687.98	4,525.00	3,162.98
200-953C	MIDDLE SCHOOL USERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-988H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-993H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-994H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-995H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-996H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-997H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-998H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-999H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 72,866.04	**$ 7,452.50**	**$ 8,360.50**	**$ 1,246.48**	**$ 15,198.91**	**$ 66,027.63**	**$ 33,187.35**	**$ 32,840.28**
Fund:	**300**								
300-0000	WHS ATHLETICS	(10,198.33)	27,927.77	29,645.27	10,488.35	40,521.96	(21,075.02)	123,856.57	(144,931.59)
300-900A	WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE	25.95	0.00	1,087.25	0.00	0.00	1,113.20	0.00	1,113.20
300-900C	WMS ATHLETICS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-900H	WHS BAND UNIFORM REPLACEMENT	11,560.91	0.00	0.00	0.00	0.00	11,560.91	0.00	11,560.91
300-900R	WHS ATHLETICS-ROTARY	(1,544.81)	3,739.90	5,826.85	359.40	4,028.20	253.84	4,373.00	(4,119.16)
300-901H	WHS CHOIR ROBE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-902H	WHS JOURNALISM / BRUIN FUND	9,910.24	0.00	175.00	0.00	0.00	10,085.24	2,250.00	7,835.24
300-910H	WHS DRAMA FUND	8,077.05	0.00	3,421.88	3,382.00	3,382.00	8,116.93	10,704.00	(2,587.07)
300-911M	WMS FISHING CLUB	95.42	0.00	0.00	0.00	0.00	95.42	88.06	7.36

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
300-917H	WHS MUSIC-INSTRUMENTAL	$ 1,128.97	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 1,128.97	$ 0.00	$ 1,128.97
300-918H	WHS MUSIC-VOCAL GENERAL CHOIR	14,327.92	2,977.00	2,977.00	1,905.00	1,905.00	15,399.92	19,636.92	(4,237.00)
300-918M	WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	6,003.97	1,328.00	1,328.00	0.00	0.00	7,331.97	2,624.53	4,707.44
300-918S	WHS SHOW CHOIR	6,001.90	10.00	10.00	0.00	0.00	6,011.90	0.00	6,011.90
300-947M	WMS INSTRUMENTAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-948C	WMS VOCAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-950M	ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS	310.63	0.00	0.00	0.00	0.00	310.63	0.00	310.63
300-9511	ATHLETIC CAMPS: BASEBALL	1,373.51	0.00	0.00	0.00	0.00	1,373.51	0.00	1,373.51
300-9512	ATHLETIC CAMPS: BOYS BASKETBALL	5,604.40	0.00	0.00	0.00	0.00	5,604.40	875.81	4,728.59
300-9513	ATHLETIC CAMPS: B SOCCER	312.00	0.00	0.00	0.00	0.00	312.00	0.00	312.00
300-9516	ATHLETIC CAMPS: FOOTBALL	1,367.41	0.00	0.00	1,000.00	4,462.27	(3,094.86)	0.00	(3,094.86)
300-9517	ATHLETIC CAMPS: BOYS LAX	0.00	0.00	555.74	0.00	0.00	555.74	0.00	555.74
300-9523	ATHLETIC CAMPS: CROSS COUNTRY	682.59	0.00	0.00	0.00	0.00	682.59	0.00	682.59
300-9528	ATHLETIC CAMPS: WRESTLING	(3,834.43)	0.00	0.00	0.00	0.00	(3,834.43)	0.00	(3,834.43)
300-9532	ATHLETIC CAMPS: GIRLS BASKETBALL	8,879.86	0.00	323.00	0.00	0.00	9,202.86	1,205.81	7,997.05
300-9534	ATHLETIC CAMPS: SOFTBALL CAMP	369.78	0.00	0.00	0.00	0.00	369.78	0.00	369.78
300-9535	ATHLETIC CAMPS: VOLLEYBALL	2,072.47	0.00	0.00	0.00	0.00	2,072.47	0.00	2,072.47
300-9544	ATHLETIC CAMPS: GIRLS GOLF FUND	943.28	0.00	0.00	0.00	0.00	943.28	0.00	943.28
300-9546	ATHLETIC CAMPS: GIRLS TENNIS	5,014.06	0.00	0.00	0.00	4,545.00	469.06	0.00	469.06
300-9552	ATHLETIC CAMPS: BOWLING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-9553	ATHLETIC CAMPS: CHERLEADING	7,442.86	(175.00)	8,849.40	692.20	8,579.10	7,713.16	0.00	7,713.16
300-9555	ATHLETIC CAMPS: WMS CHEER	2,503.46	0.00	2,376.00	0.00	552.84	4,326.62	28.76	4,297.86
300-988H	WHS YEARBOOK/WHISPERER FUND	17,721.03	0.00	0.00	3,396.41	3,396.41	14,324.62	4,302.23	10,022.39
		$ 96,152.10	**$ 35,807.67**	**$ 56,575.39**	**$ 21,223.36**	**$ 71,372.78**	**$ 81,354.71**	**$ 169,945.69**	**$ (88,590.98)**
Fund:	**401**								
401-9000	AUXILIARY SERVICES (SACRED HEART)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9001	AUXILARY SERVICES (SACRED HEART)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9004	AUXILIARY SERVICES - SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9005	AUX SERVICE: SACRED HEART FY05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9006	AUXILIARY SERV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
401-9009	AUX SERV SAC HEART	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
401-9019	AUX SERVICES FY19: SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9020	AUX SERVICES FY 2020 SACRED HEART	33,341.55	0.00	0.00	2,686.90	16,395.26	16,946.29	13,879.61	3,066.68
401-9021	AUX SERVICES FY 2021: SACRED HEART	0.00	0.00	55,990.00	35,233.59	35,240.79	20,749.21	142,711.18	(121,961.97)
401-9107	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9108	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9109	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 33,341.55	**$ 0.00**	**$ 55,990.00**	**$ 37,920.49**	**$ 51,636.05**	**$ 37,695.50**	**$ 156,590.79**	**$ (118,895.29)**
Fund:	**402**								
402-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**409**								
409-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
409-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**412**								
412-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
412-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**416**								
416-9089	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9090	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9091	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9096	PROFESSIONAL DEVELOPMENT BLOCK GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**420**								
420-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**422**								
422-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
422-9189		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
422-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9285		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9488		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**425**								
425-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
425-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**432**								
432-9090	EMIS SUBSIDY OHIO DEPT OF EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**440**								
440-0000	ENTRY YEAR PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**447**								
447-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**450**								
450-9000	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9001	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9003	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9005	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9098	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9101	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**451**								
451-0000	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9002	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9003	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9004	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9006	ONE NET K-12 NETWORK SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9007	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9008	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
451-9009	DATA COMMUNICATION FUND	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
451-9010	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9019	ONENET: FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9020	ONE NET FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9021	ONE NET FY 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**452**								
452-0000	SCHOOLNET PROFESSIONAL DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9002	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9004	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9005	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9006	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9007	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**455**								
455-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**459**								
459-9004	OHIOREADS VOL COORDINATOR GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9005	OHIOREADS VOL COORDINATOR GRANT FY 05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9006	OHIOREADS VOL COORDINATOR GRANT OV,IS,LN,VV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9007	OHIOREADS VOL COOR GRANT: FY 07 OV,LN,FR,VVIS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9105	OHIOREADS GRANT: FY 05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9750	OHIOREADS VOLUNTEER - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9752	OHIOREADS CLASSROOM FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9755	OHIOREADS GRANT FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-975F	OHIOREADS - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9760	OHIOREADS VOLUNTEER - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9762	OHIOREADS - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9765	OHIOREADS GRANT ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
459-976I	OHIOREADS GRANT ISHAM	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
459-976O	OHIO READS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-977L	OHIO READS LINCOLN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9782	OHIOREADS OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9785	OHIO READS GRANT OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-978O	OHIO READS OVERLOOK VOLUNTEER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**460**								
460-9001	SUMMER INTERVENTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
460-9004	STUDENT INTERVENTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
460-9005	STUDENT INTERVENTION GRANT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**461**								
461-9000	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9004	CAREER DEVELOPMENT (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9005	CAREER DEVELOPMENT (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9105	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9106	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9107	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9108	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**467**								
467-9020	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	50,451.53	0.00	0.00	2,399.52	33,086.68	17,364.85	0.00	17,364.85
467-9021	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	0.00	0.00	0.00	13,844.70	13,844.70	(13,844.70)	0.00	(13,844.70)
		$ 50,451.53	**$ 0.00**	**$ 0.00**	**$ 16,244.22**	**$ 46,931.38**	**$ 3,520.15**	**$ 0.00**	**$ 3,520.15**
Fund:	**499**								
499-9000	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9003	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9007	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9016	OHIO CAREER COUNSELING GRANT (COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
499-9017	OHIO CAREER COUNSELING GRANT: FY2017	$ 23,600.22	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 23,600.22	$ 3,825.13	$ 19,775.09
499-9018	SECONDARY TRANSITION STUDENT W/ DISABILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9099	LEAD SCHOOL GRANT - VOCATIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9116	SCHOOL PSYCH INTERN GRANT FY 16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-919C	OH SCHOOL SAFETY GRANT: 4 CITIES FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-919W	OH SCHOOL SAFETY GRANT: WADSWORTH CSD FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9200	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-920W	OHIO SCHOOL SAFETY GRANT: WADSWORTH CSD FY20	5,717.25	0.00	0.00	0.00	0.00	5,717.25	5,334.00	383.25
499-921B	OHIO SCHOOL BUS PURCHASE PROGRAM FY21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9300	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9303	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 29,317.47	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 29,317.47**	**$ 9,159.13**	**$ 20,158.34**
Fund:	**504**								
504-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
504-9012	EDUCATION JOBS BILL GRANT FY 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**506**								
506-0000	RACE TO THE TOP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9000	RttT: OILA GRANT OVERLOOK FY 2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9013	RACE TO THE TOP:RESIDENT EDUCATOR REIMB.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9014	RACE TO THE TOP: RESIDENT EDUC. FUNDS FY14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**507**								
507-9020	ESSER (CARES ACT) GRANT FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-9021	ESSER (CARES ACT) GRANT FY 2021	0.00	0.00	0.00	13,109.84	13,109.84	(13,109.84)	2,873.00	(15,982.84)
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 13,109.84**	**$ 13,109.84**	**$ (13,109.84)**	**$ 2,873.00**	**$ (15,982.84)**
Fund:	**510**								
510-9021	CORONAVIRUS RELIEF FUND (CRF)	0.00	0.00	0.00	17,543.86	17,543.86	(17,543.86)	2,971.44	(20,515.30)
510-921B	CRF: OHIO BROADBAND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	GRANT 12/30/20								
510-921W	WADSWORTH TOWNSHIP CRF	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 17,543.86**	**$ 17,543.86**	**$ (17,543.86)**	**$ 2,971.44**	**$ (20,515.30)**
Fund:	**514**								
514-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9002		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9198		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**516**								
516-0000	IDEA-B FED GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9002	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9005	ACCESS GRANT @ CIS/WMS: FED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9006	ACCESS GRANT @ CIS/WMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9010	IDEA-B FED GRANT (NON STIMULUS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9019	IDEA-B FED GRANT FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9020	IDEA-B FED GRANT FY 2020	20,610.40	0.00	0.00	174.45	127,444.98	(106,834.58)	0.00	(106,834.58)
516-9021	IDEA-B FED GRANT FY 2021	0.00	0.00	0.00	75,539.11	87,534.00	(87,534.00)	49,340.00	(136,874.00)
516-9088	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9089	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9090	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9091	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9093	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9098	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-919R	IDEA-B RESTORATION GRANT FY2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-920R	IDEA-B RESTORATION GRANT FY2020	4,705.89	0.00	0.00	(174.45)	21,284.27	(16,578.38)	0.00	(16,578.38)
516-932N	STIMULUS IDEA-B: FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-932O	STIMULUS IDEA-B: FY 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 25,316.29	**$ 0.00**	**$ 0.00**	**$ 75,539.11**	**$ 236,263.25**	**$ (210,946.96)**	**$ 49,340.00**	**$ (260,286.96)**
Fund:	**524**								
524-0000	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
524-9008	CARL PERKINS (4-CITIES COMPACT)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
524-9019	CARL PERKINS: FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9020	CARL PERKINS FY 2020	6,283.58	0.00	0.00	0.00	22,479.20	(16,195.62)	0.00	(16,195.62)
524-9021	CARL PERKINS FY 2021	0.00	0.00	0.00	12,921.92	17,107.42	(17,107.42)	0.00	(17,107.42)
524-9089	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9090	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9091	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9092	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9093	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9094	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9097	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9098	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9106	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9190	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9191	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9195	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9196	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9288	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9291	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9292	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9388	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 6,283.58	**$ 0.00**	**$ 0.00**	**$ 12,921.92**	**$ 39,586.62**	**$ (33,303.04)**	**$ 0.00**	**$ (33,303.04)**
Fund:	**532**								
532-932N	STATE FISCAL STABILIZATION FUND (FOUNDATION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
532-932O	STATE FISCAL STABILIZATION: FY 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**533**								
533-9010	TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
533-9011	II-D TECHNOLOGY GRANT (CCIP) FY 11	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
533-9013	TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**572**								
572-0000	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9019	TITLE ONE FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9020	TITLE I: FY 2020	10,623.84	0.00	0.00	0.00	51,188.12	(40,564.28)	0.00	(40,564.28)
572-9021	TITLE I: FY 2020	0.00	0.00	0.00	30,764.18	30,764.18	(30,764.18)	0.00	(30,764.18)
572-9089	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9090	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9091	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9092	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9093	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9098	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9197	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9199	CHAPTER 1 CARRYOVER 95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932N	TITLE I STIMULUS ALLOCATION FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932O	TITLE I STIMULUS FY11: DISADV. YOUTH SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 10,623.84	**$ 0.00**	**$ 0.00**	**$ 30,764.18**	**$ 81,952.30**	**$ (71,328.46)**	**$ 0.00**	**$ (71,328.46)**
Fund:	**573**								
573-0000	TITLE V INNOV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9001	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9002	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9010	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9089	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9090	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9091	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9092	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9093	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9094	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
573-9098	TITLE VI	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
573-9199	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-932O	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**584**								
584-0000	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9002	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9010	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9089	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9090	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9091	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9092	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9093	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9094	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9098	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**585**								
585-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**587**								
587-0000	EARLY CHILDHOOD SPECED, IDEA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9000	IDEA PRESCHOOL-HANDICAPPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9013	PRESCHOOL GRANT FY 2013 ((HANDICAPPED)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9019	EARLY CHILDHOD PRESCHOOL IDEA FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9020	EARLY CHILDHOOD SPEC ED IDEA FY 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9021	EARLY CHILDHOOD SPEC ED IDEA FY 21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9098	EHA PRESCHOOL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-919R	IDEA- PRESCHOOL RECOVERY GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-920R	IDEA- PRESCHOOL RECOVERY GRANT FY 20	796.84	0.00	0.00	0.00	3,187.23	(2,390.39)	0.00	(2,390.39)
587-932N	STIMULUS PRESCHOOL: FY10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
587-932O	STIMULUS EARLY CHLD: FY 2011	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 796.84	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 3,187.23**	**$ (2,390.39)**	**$ 0.00**	**$ (2,390.39)**
Fund:	**588**								
588-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**589**								
589-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
Fund:	**590**								
590-0000	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9002	CLASS REDUCTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9013	IMPROVING TEACH QUALITY FY13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9014	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9019	TITLE II-A SUPP EFF INST FY 19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9020	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2020	3,689.19	0.00	0.00	(10,644.87)	4,252.31	(563.12)	0.00	(563.12)
590-9021	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2021	0.00	0.00	0.00	7,558.00	7,558.00	(7,558.00)	0.00	(7,558.00)
		$ 3,689.19	**$ 0.00**	**$ 0.00**	**$ (3,086.87)**	**$ 11,810.31**	**$ (8,121.12)**	**$ 0.00**	**$ (8,121.12)**
Fund:	**599**								
599-9015	HEALTHY CUISINE FOR KIDS FOOD SERV. GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9016	FOOD SERVICE: TEAM UP FOR SUCCESS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9019	IV-A STUDENT SUPPORT GRANT FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9020	IV-A STUDENT SUPPORT GRANT FY20	0.00	0.00	0.00	0.00	500.00	(500.00)	0.00	(500.00)
599-9021	IV-A STUDENT SUPPORT GRANT FY21	0.00	0.00	0.00	0.00	0.00	0.00	7,243.23	(7,243.23)
599-9099	SCHOOL TO WORK/CONTINUOUS IMPORVEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9102	OHIO LPDC ACTION RESEARCH PRJCT PHASE III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9122	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9123	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9200	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		$ 0.00	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 500.00**	**$ (500.00)**	**$ 7,243.23**	**$ (7,743.23)**
Grand Total			**$ $ 4,002,484.59**		**$ $ 4,253,589.60**	**$**	**$ $ 7,938,989.71**		**$**

36,280,531.17	**27,242,802.01**	**17,046,710.99**	**46,476,622.19**	**38,537,632.48**

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
SEPTEMBER 2020

General Fund
Budget to Actual Report

	FY 2021 Budget	FY 2021 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 16,485,396**	**$ 16,485,396**			
Total Revenue	**$ 52,381,198**	**$ 22,339,114**	**$ (30,042,085)**	**42.6%**	25.0%
Expenditures:					
Salaries and Wages	$ 30,374,512	$ 6,597,725	$ (23,776,788)	21.7%	23.08%
Employee Fringe Benefits	$ 10,216,392	$ 2,738,237	$ (7,478,155)	26.8%	25.0%
Purchased Services	$ 7,499,595	$ 1,491,800	$ (6,007,795)	19.9%	25.0%
Supplies and Materials	$ 1,319,568	$ 545,987	$ (773,581)	41.4%	25.0%
Capital Outlay	$ 611,586	$ 6,713	$ (604,873)	1.1%	25.0%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 504,038	$ 192,270	$ (311,768)	38.1%	25.0%
Transfers/ Advances out	$ 150,000	$ -	$ (150,000)	0.0%	25.0%
Total Expenditures	**$ 50,675,691**	**$ 11,572,732**	**$ (39,102,959)**	**22.8%**	25.0%
Revenue over (under) Expenditures	**$ 1,705,507**	**$ 10,766,382**			
Ending Cash Balance	**$ 18,190,903**	**$ 27,251,778**			
Encumbrances		**$ 5,891,632**			34.46%
Available Unencumbered Balance		**$ 21,360,145**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 4,002,484.59**
Total Expenditures Current Month All Funds	**$ 4,253,589.60**
Total Month End Cash Balance	**$ 46,476,622.19**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 73,672,075.64**
Prior Fiscal Year Carryover Encumbrances	**$ 2,027,654.32**
Total Available All Funds	**$ 75,699,729.96**
Fiscal Year To Date Expenses All Funds	**$ 17,046,710.99**
Fiscal Year To Date % expended All Funds	**22.5%**

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is by and between the Wadsworth City School District Board of Education of the ("Board of Education") and Broadstone BER East, LLC ("Owner"), (together "Parties").

WHEREAS, Owner filed a complaint with the Medina County Board of Revision seeking to decrease the 2019 fair market value of parcel number 040-20B-05-019 ("the subject property") to a total value of $885,000 on the basis of a recent appraisal.

WHEREAS, for the 2019 tax year, the Medina County Auditor ("Auditor") originally assessed the Subject Property at a value of $3,003,660 ("2019 Assessment");

WHEREAS, Owner and Board of Education have previously consulted appraisers in determining the value of the subject property for prior tax year proceedings;

WHEREAS, the Subject Property is situated in the Wadsworth City School District;

WHEREAS, the Board of Education and Owner now desire to settle these matters and fully resolve and dispose of any and all matters between them relating to the assessment of the Subject Property for tax year 2019.

NOW THEREFORE, for the valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The whereas clauses are hereby incorporated into this Agreement by reference.

2. The parties shall file a Stipulation with the Board of Revision agreeing to a fair market value of $1,041,600 for the subject property for TY2019, which value shall carry forward according to law.

3. Owner shall pay to BOE the sum of **Fourteen Thousand and 00/100 Dollars ($14,000.00),** which will make the Board of Education whole for a value of $1,976,500. Such payment shall be made by check made payable to the "Wadsworth City School District Board of Education" and delivered to its counsel at "Hoover Kacyon, LLC, c/o Elizabeth Grooms Taylor, 527 Portage Trail, Cuyahoga Falls, OH 44221." The payment will be due immediately upon execution of this Agreement by both parties.

4. In the event the payment outlined in Paragraph 2 is not made prior to November 1, 2020, the BOE and Owner shall each file a tax year 2020 complaint with the BOR. The parties will then file a stipulation of value with the BOR agreeing to a market value of $3,033,600 for tax year 2021.

5. The Parties agree to take all such action(s) required to effectuate the stated intent of the Agreement.

6. Except for the Payment required hereunder and the terms of Paragraph 2, the Board of Education hereby waives, releases and discharges the Owner, together with their

successors and assigns, from any and all suits, claims, demands, rights, actions, causes of action, losses and damages of whatever kind, direct or indirect, which have been, or which could in the future be, asserted in law or equity in any way relating to the real property taxes payable on the Subject Property for tax year 2019.

7. The Parties further agree that neither Party will file a complaint with the Medina County Board of Revision seeking a valuation change for the 2020 tax year unless the Subject Property is sold in an arm's length transaction, as described in section 5713.03 of the Revised Code; a substantial improvement is added to the Subject Property; the Subject Property is substantially damaged or destroyed; the Subject Property experiences a change in occupancy greater than fifteen percent (15%); the Medina County Auditor significantly changes the value of the Subject Property; or the Board of Education may file in the event that payment referenced in Paragraph 2 above is not timely made, as set forth in Paragraph 4.

This Agreement shall take effect on the date the document is signed by the Parties. If the Parties do not sign on the same date, this Agreement shall take effect on the date the document is last signed.

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION	BROADSTONE BER EAST, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is by and between the Wadsworth City School District Board of Education of the ("Board of Education") and Echo Wadsworth Associates, LLC ("Owner"), (together "Parties").

WHEREAS, Owner filed a complaint with the Medina County Board of Revision seeking to decrease the 2019 fair market value of parcel number 040-20B-28-030 ("the subject property") to a total value of $4,600,000 on the basis of a recent appraisal.

WHEREAS, for the 2019 tax year, the Medina County Auditor ("Auditor") originally assessed the Subject Property at a value of $5,791,450 ("2019 Assessment");

WHEREAS, Owner submitted an appraisal opining to a value of $4,600,000.00;

WHEREAS, the Subject Property is situated in the Wadsworth City School District;

WHEREAS, the Board of Education and Owner now desire to settle these matters and fully resolve and dispose of any and all matters between them relating to the assessment of the Subject Property for tax year 2019.

NOW THEREFORE, for the valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The WHEREAS clauses are hereby incorporated into the Agreement by reference.

2. The Board of Education and Owner shall execute and file with the Board of Revision a Stipulation agreeing to a value of $4,600,000 for TY2019.

3. Within thirty (30) days of the date the Board of Revision issues a decision accepting the stipulated value, the Owner shall pay to the Board of Education the sum of **Seventeen Thousand Three Hundred Forty-Five and 75/100 dollars ($17,345.75)** (the "Proportionate Real Property Tax Payment") by check made payable to the "Wadsworth City School District Board of Education" and delivered to its counsel at "Hoover Kacyon, LLC, c/o Elizabeth Grooms Taylor, 527 Portage Trail, Cuyahoga Falls, OH 44221." This payment will be delivered to counsel for the Board of Education no later than December 1, 2020. Such payment shall make the Board of Education whole for the loss in real property tax revenue that results from the Board of Revision's decision for tax year 2019

4. In the event the payment outlined in Paragraph 2 is not made, the Board of Education shall file a tax year 2020 complaint with the BOR. The parties will then file a stipulation of value with the BOR agreeing to a market value of $5,791,450 for tax year 2020.

5. The Parties agree to take all such action(s) required to effectuate the stated intent of the Agreement.

6. Except for the Payment required hereunder, the Board of Education hereby waives, releases and discharges Owner, together with their successors and assigns, from any and all suits, claims, demands, rights, actions, causes of action, losses and damages of whatever

kind, direct or indirect, which have been, or which could in the future be, asserted in law or equity in any way relating to the real property taxes payable on the Subject Property for tax years 2019-2021.

7. The Parties further agree that neither Party will file a complaint for the 2020 or 2021 tax years unless the Subject Property is sold in an arm's length transaction, as described in section 5713.03 of the Revised Code; a substantial improvement is added to the Subject Property; the Subject Property is substantially damaged or destroyed; the Subject Property experiences a change in occupancy greater than fifteen percent (15%). Moreover, the Board of Education may file a complaint in the event that payment referenced in Paragraph 2 above is not timely made, and Owner may file a complaint if the Auditor's fair market value of the property exceeds $4,600,000.

8. In the event any provision or term of this Agreement is found to be void or unenforceable to any extent and for any reason, it is the agreed upon intent of the Parties hereto that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof and may be enforced or effectuated by such other valid, enforceable and equitable means as to give effect to the same spirit and intent of this Agreement.

9. This Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all other prior agreements or understandings between the Parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification, or discharge is agreed to in writing and signed by the Parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either Party that are not set forth expressly in this Agreement.

10. The Parties expressly acknowledge that the terms of this Agreement and the payment to be made hereunder are not in any way to be interpreted or construed as an admission by any Party of any liability or wrongdoing whatsoever or of the validity or viability of any legal theory or cause of action.

11. The Parties hereto hereby acknowledge that this Agreement was the result of negotiation and discussion between the Parties. The Parties further acknowledge that this Agreement was jointly prepared and no particular Party is to be deemed the drafter or preparer of this Agreement. Accordingly, to the extent there should later prove to be ambiguities in the Agreement, the Parties agree that such ambiguity is not to be construed in favor of or against a particular Party to this Agreement.

12. The Parties agree they have read this Agreement, have retained legal counsel, understand its terms, and voluntarily accept the consideration recited above for the purpose of making a full and complete compromise, adjustment, and settlement of any and all claims.

13. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio, and the Parties consent to the jurisdiction of a court of competent jurisdiction in the event this Agreement is breached.

14. This Agreement may be executed in counterparts, each of which when so executed shall be an original; but all such counterparts shall together constitute one and the same instrument.

15. The Parties agree that this Agreement, or counterparts as provided herein, may be executed and transmitted via facsimile or other electronic form and shall, when so executed and transmitted, be valid as though an original.

16. The Parties represent that the persons signing the Agreement on behalf of Owner and the Board of Education do so with the authority to bind Owner and the Board of Education, respectively, to all the terms of the Agreement, and that all necessary action has been taken by both Parties to empower Owner and the Board of Education, through their authorized representatives, to execute and deliver the Agreement and all other documents required to implement same. The Agreement shall be binding upon Owner and the Board of Education and their representatives, agents, employees, administrators, receivers, board members, trustees, directors, and successors and assigns.

This Agreement shall take effect on the date the document is signed by the Parties. If the Parties do not sign on the same date, this Agreement shall take effect on the date the document is last signed.

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION	ECHO WADSWORTH ASSOCIATES, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____