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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

WEDNESDAY, JUNE 30, 2021, 6:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING, 524 BROAD STREET

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

<https://meet.google.com/jua-bhmg-hsy?authuser=0>

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

+1 336-948-0149

PIN: 549 651 968#

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Items**
 - A. Personnel Consent Items
 - 1. Resignations
 - a) Steve Moore, WHS Principal
 - b) Kaitlyn White, Certified Teacher, eff. 6/24/2021
 - c) Andrea Yorke, Non-teaching Employee (Bear Cub Academy position only)
 - d) Amelia Capotosta, Certified Teacher, eff. 8/13/2021
 - 2. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2021-2022 school year, with a license effective date of July 1, 2021, if he/she does not already have the said license.)
 - a) Steve Moore, Asst. Superintendent, eff. 7/1/2021
 - b) Brittany Laino, School Counselor (part-time)
 - c) Summer school positions, per attached list

3. Recommendation to enact the following reductions in force, pursuant to Article XII of the *Collective Bargaining Agreement* between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education, effective August 17, 2021:

<u>Employee:</u>	<u>Position:</u>	<u>Hours Reduced:</u>
Sandy Watt	Special Education Aide	6.5
Catherine Adkins	Special Education Aide	6.0
Melanie Schneider	Special Education Attendant	6.0
Emily Myers	Special Education Attendant	6.5
Sara Maxwell	Special Education Attendant	6.5
Laura Greene	Custodian III	6.0
Thomas Maxwell	Custodian III	6.0
Lynn Pound	Aide	2.0
Annette Ingham	Aide	2.5
Ljilijana Ignajatovic	Aide	2.25
Emily Novak	Aide	2.5
Andrea Yorke	Special Education Attendant	6.0

B. Action Consent Items

1. Recommendation to approve the Northeast Ohio Network for Educational Technology LEA Agreement between the Metropolitan Regional Service Council and the Wadsworth City School District Board of Education for the period of July 1, 2021 through June 30, 2022
2. Recommendation to approve the Memorandum of Understanding for ADAMH Board Participation in the Wadsworth City School District Random Drug Testing Program between the Medina County Alcohol, Drug Addiction and Mental Health Board and the Wadsworth City School District for the period of July 1, 2021 through June 30, 2022
3. Recommendation to approve the Minute Men Management Services Agreement Group Retrospective Rating Program for the period of January 1, 2022 through December 31, 2022
4. Recommendation to approve the Project Stem Quote for Services and Site and General Use Terms & Conditions
5. Recommendation to approve the MT Pit License to use Recording in Live State Performance Agreement and Agreement Addendum between MT Pit and the Wadsworth City School District Board of Education

VI. Items of the Treasurer

A. Action Consent Items

1. Recommendation to approve the FY 21 Advance and Transfers Report
2. Recommendation to make amendments to the FY 21 certificate of revenue
3. Recommendation to adopt final FY 21 appropriations
4. Recommendation to approve the initial FY 22 certificate of revenue
5. Recommendation to adopt temporary FY 22 appropriations

VII. Board of Education Discussion

- A. November 2021 Combination Bond/Operating Levy

VIII. 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 A4 as listed above.

IX. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
June 30, 2021

Agenda Detail Sheet

V. Administrative Items

A. Personnel Consent Items

2. Employments

- a) Steve Moore:** Mr. Moore is being recommended to fill the Assistant Superintendent position left open by the resignation of Mr. Gabe Tudor.
- b) Brittany Laino:** Mrs. Laino is being recommended to fill the part-time school counselor position at Overlook Elementary School that was left open by the movement of Mrs. Meagan Neumann to another school counseling position within our school district.

B. Action Consent Items

- 1. Northeast Ohio Network for Educational Technology LEA Agreement:** The Northeast Ohio Network for Educational Technology LEA Agreement between the Metropolitan Regional Service Council and the Wadsworth City School District Board of Education for the period of July 1, 2021 through June 30, 2022 being recommended for approval will allow our school district to continue to receive the services of a Tier 1 desktop support technician during the 2021-2022 school year. This position, which is part of our Technology Department, was first added in the fall of 2021.
- 2. Medina County Alcohol, Drug Addiction and Mental Health Board Memorandum of Understanding:** The Memorandum of Understanding for ADAMH Board Participation in the Wadsworth City School District Random Drug Testing Program between the Medina County Alcohol, Drug Addiction and Mental Health Board and the Wadsworth City School District for the period of July 1, 2021 through June 30, 2022 being recommended for approval provides details for the \$6,000.000 grant the ADAMH Board will provide our school district for our [random alcohol, drug and nicotine testing of students program](#) for the 2021-2022 school year.
- 3. Minute Men Service Agreement:** The Minute Men Management Services Agreement Group Retrospective Rating Program for the period of January 1, 2022 through December 31, 2022 being recommended for approval will allow our school district to switch to Minute Men as our third party administrator for workers compensation.
- 4. Project STEM:** The Project Stem Quote for Services and Site and General Use Terms & Conditions being recommended for approval will allow our high school to continue to use the Project STEM program, formally known as Edhesive.

5. **MT Pit Agreement and Agreement Addendum:** The MT Pit License to use Recording in Live State Performance Agreement and Agreement Addendum between MT Pit and the Wadsworth City School District Board of Education being recommended for approval is necessary for the Wadsworth High School's Drama Club production of Wizard of Oz - RSC which will be performed December 2-4, 2021.

EMPLOYMENTS
June 30, 2021

Summer School/ESY Contracts

Hayley Kowalczyk
Kelly Laib
Kim Leonard
Taylor Lundin
Morgan Marando
Jeff Marini
Brianna Mark
Hannah Mashek
Sarah Maxon
Meghan Nichols
Kathy Ott
Deb Pegrin
Elizabeth Petit
Emily Reagan
Alexandra Richards
Stephine Schmeltzer
Shannon Schrock
Taylor Schrock
Joseph Snyder
Hope Zakany
Ali Zwisler

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

The Wadsworth City Board of Education met in Regular Session on Monday, June 14, 2021, at 7:00 P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street, and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer, McComas, Stevens
Absent	Gordon
Administrators	8
Staff	2
Visitors	4

21-06-59 APPROVAL OF BOARD MINUTES

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

Special Meeting June 9, 2021

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

Motion Carried,

STUDENT/STAFF RECOGNITION

- A. May Student of the Month: *(not recognized at May BOE meeting)*

Student	Grade	School
Gianna Turano	8	WMS

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Presentation of proposed 2022-23 school year calendar.
- B. Board of Education Wellness Policy and Wellness School Assessment Tool Rating.
- C. Carpentry House Auction.
- D. Literacy on the Lawn.
- E. Diversity and Inclusion Committee.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

ADMINISTRATIVE ITEMS

21-06-60 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Kramer**, to adopt the Personnel Consent Items from the June 14, 2021, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2021-2022 school year, with a license effective date of July 1, 2021, if he/she does not already have the said license.)

a) Teacher Stipend:

Megan Carney	Long-Term Sub	(prorated)
Becky Dills		
Abby Elliott		
Krystal Flory		
Ashley Heffinger		
Briana Mark	Long-Term Sub	(prorated)
Allison Pallija		
Matt Saunders		
Serra VanZandt		
Aubrey Virgin		

b) Supplemental Contracts:

Jason Ball	Girls' Asst. Tennis Coach (Vol.)	
Mary Beth Baxley	Co-Director, WHS Fall Play	
Lindsay Berger	Lady Grizzlies Basketball Camp Asst. Coach (eff. 06/08/21)	
Tom Carnes	Girls Asst. Basketball Coach (Vol.)	
Jill Carpenter	Student Council Co-Advisor (IS)	(50%)
Patti Chrisman	RTI Member (IS)	
Mike DeVaughn	Bus Ramp Duty (IS)	
Susan Everhart	Business Department Head Academic Challenge Advisor (WHS)	
Victoria Fugate	RTI Member (IS)	
Jessica Gabor	RTI Member (LN)	
Peggy Galata	Freshman Fall Cheerleading Coach	(60%)
	Freshman Winter Cheerleading Coach	(60%)
Julie Gunn	Crossing Guard Supervisor (IS)	

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

Austin Hanna Caroline Houston Larry Kaufman Jim Ladrach Kara Long Katie McKenzie Ron Mendel Brian Morrison Bianca Parete Brienne Pernod Adam Pfeiffer Gabrielle Porubsky Autumn Reeves W Michael Schmeltzer Joe Shalala Taylor Simmons Kevin Sonnie Anna Warren Kyle Snyder	Algebra I Summer School Teacher RTI Chair (IS) Asst. Wrestling Coach (Vol.) Fishing Club Advisor (eff. 04/26/21) Freshman Girls' Basketball Coach RTI Member (LN) Boys' Asst. Soccer Coach (Vol.) Bus Ramp Duty (IS) Varsity/JV Fall Cheerleading Coach (40%) Varsity/JV Winter Cheerleading Coach (40%) WHS Fall Play Co-Director Boys' Asst. Soccer Coach (Vol.) Freshman Fall Cheerleading Coach (40%) Freshman Winter Cheerleading Coach (40%) RTI Chair (LN) Girls' Reserve Basketball Coach Bus Ramp Duty (LN) Student Council Advisor (LN) Algebra I Summer School Teacher Varsity Asst. Football Coach Student Council Co-Advisor (IS) (50%) Reserve Football Coach Summer Youth Football Asst. Coach WMS Football Camp Asst. Coach
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c)	Theresa Brugler	Certified Teacher
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VOTE: Yea – Kramer, McComas, Stevens, Batey
Nay – None

Motion Carried,

21-06-61 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Stevens**, to adopt the Action Consent Items from the June 14, 2021, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve the Independent Contractor Agreement with oPTimal School Therapy, LLC. **(ATTACHED)**
2. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement between Ziegler Pediatric Services, LLC and the Wadsworth City School District Board of Education for the period of August 1, 2021 through July 31, 2023. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

3. Recommendation to accept the Wadsworth High School 2021 graduation roster.
4. Recommendation to accept a \$2,399 donation from the Wadsworth All-Sports Boosters.
5. Recommendation to approve the Pupil Transportation Agreement 2021/2022 between Suburban School Transportation Company, Inc. and the Wadsworth City School District Board of Education. **(ATTACHED)**
6. Recommendation to approve the WMS Agreement with Medina County Juvenile Court FY21. **(ATTACHED)**
7. Recommendation to approve the M.A.P.S.T.A.R.T. Agreement between Windfall Industries and the Wadsworth City School District Board of Education for the period of May 1, 2021 through June 30, 2022. **(ATTACHED)**
8. Recommendation to approve the Special Needs Transportation Proposal between the Medina County Schools ESC and the Wadsworth City School District Board of Education for the 2021-2022 school year. **(ATTACHED)**
9. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education: **(ATTACHED)**
 - a) Vacation Carryover
 - b) Wage Rate for Current WESPA Members Who Work 220 Days or Less for Substitute Work Completed between June 7 and August 16, 2021.
10. Recommendation to approve the carryover of five (5) additional vacation days for the 2020-2021 contract year only for employees who are eligible for vacation under the following Benefit Provision Manuals:
 - a) Administrator
 - b) Salary Exempt Employee
 - c) Hourly Exempt Employee
 - d) Four Cities Compact Administrator
11. Recommendation to approve the Alternate School Food Authority (SFA) Arrangement between Sacred Heart of Jesus School and the Wadsworth City School District Board of Education for the period of July 1, 2021 through June 30, 2022. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

12. Recommendation to approve membership in the Alliance for High Quality Education for the period of July 1, 2021 through June 30, 2022. **(ATTACHED)**
13. Recommendation to set the breakfast and lunch prices for the 2021-2022 school year as follows:

Breakfast:	\$1.70
Lunch (Students K-4):	\$2.70
Lunch (Students 5-8):	\$2.80
Lunch (Students 9-12):	\$3.00
Adult Breakfast:	\$1.90
Adult Lunch:	\$3.95
Milk Only:	\$0.50
14. Recommendation to approve the revised 2021-2022 school year calendar.
15. Recommendation to approve the proposed class fees for 2021-2022 school year.
16. Recommendation to approve Damaris Brumfield as a Wadsworth High School graduate, having met the requirements through Ohio's 22+ Adult High School Diploma Program.
17. Recommendation to approve the Memorandum of Understanding between the Wadsworth City School District Board of Education and the Wadsworth Education Association. **(ATTACHED)**
18. Recommendation to approve the Kidslink School District Contracts (2) between KidsLink School, LLC and the Wadsworth City School District Board of Education for the period of September 1, 2021 through August 31, 2022. **(ATTACHED)**
19. Recommendation to approve the Contract between the Galaxy Restaurant & Banquet Center and the Wadsworth City School District Board of Education. **(ATTACHED)**
20. Recommendation to approve the following student handbooks:
 - a) Elementary School
 - b) Central Intermediate School
 - c) Wadsworth Middle School
 - d) Wadsworth High School

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

21. Recommendation to approve the Kuder Career Planning System Terms of Use and Privacy Policy. **(ATTACHED)**
22. Recommendation to approve the Demonstration Agreement between 247 Security and the Wadsworth City School District Board of Education. **(ATTACHED)**
23. Recommendation to purchase Risk Management insurance through the Seibert-Keck Agency to include liability, property, fleet coverage, cyber liability, terrorism, and active shooter coverage for the period of July 1, 2021 through June 30, 2022. **(ATTACHED)**
24. Recommendation to approve the Resolution Authorizing the Purchase of the Real Property identified as 649 Broad Street, 659 Broad Street, and 691 Broad Street, all in Wadsworth, Ohio. **(ATTACHED)**
25. Recommendation to approve the Declaration of Intent for Reimbursement of Expenditures from Bonds/Notes. **(ATTACHED)**
26. Recommendation to approve the SchoolPointe Master Service Agreement. **(ATTACHED)**
27. Recommendation to approve the Vocational Training Service Agreement between OneBridge Support Services and the Wadsworth City School District Board of Education. **(ATTACHED)**

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

Motion Carried,

ITEMS OF THE TREASURER

21-06-62 Upon the recommendation of Treasurer Beeman, the motion was made by **Batey**, seconded by **Kramer**, to adopt the Action Consent Items of the Treasurer from the June 14, 2021, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to accept the tax budget for the Wadsworth Public Library as approved by the Library Board of Trustees. **(ATTACHED)**
2. Recommendation to authorize the Treasurer to sell at public auction the 2021 carpentry house located at 515 Durling Drive, Wadsworth, on Tuesday, June 15, 2021, 6:29 p.m., and to sign all documents related to the sale.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

3. Request a Special board meeting to approve final fiscal year 2021 reports and set temporary appropriations for fiscal year 2022 on June 29 or June 30 at the Charles R. Parsons Administration Building, 524 Broad Street.
 - a) Special Board Meeting set for June 30 at 6:00 p.m. at the CRP Administration Building.
4. Recommendation to accept the May financial reports as presented and subject to audit:
 - a) Appropriations Summary Report
 - b) Revenue Summary Report
 - c) Cash Summary Report
 - d) Monthly Financial Update Report

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

Motion Carried,

LEGISLATIVE UPDATE

- HB 110 Biennial Budget update

FLOOR ITEMS

BOARD MEMBER ITEMS

21-06-63 Upon the recommendation of President McComas, the motion was made by **Kramer**, seconded by **Stevens**, to adopt the Board Member Action Consent Item from the June 14, 2021, Regular Meeting, as presented:

A. ACTION CONSENT ITEM

1. Recommendation to approve the resolution determining that the school district is a special needs district and authorizing the preparation and filing of materials in connection with applications for (i) designation of the school district as a special needs district pursuant to Section 133.06(E) of the Revised Code and (ii) Consents Pursuant to Section 133.06(C) of the Revised Code. **(ATTACHED)**

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 14, 2021

- STEVENS** Reflected on the past school year and thanked everyone involved in getting us through an incredible year. Thanked Dr. Hill for his leadership and his ability to lead his staff to get WCS through the year in person. Congratulated Gabe Tudor for his appointment as Superintendent of Wooster.
- BATEY** Concurred with Jill and thanked the entire community for supporting WCS this year and continuing to support the students this summer. Thanked teachers, administrators, custodians and everyone for this year.
- KRAMER** Commented that graduation was a great day. Thanked the people that organized the event. Proud of WCS athletes that were named Medina County Athletes and of Lauren Claxton for winning a DASL award.
- MCCOMAS** Thanked the entire District for getting WCS through this year in person compared to so many other districts. Thanked Steve and his staff for a great graduation ceremony.

EXECUTIVE SESSION

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

- A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. **Employment**
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. **Compensation**
 - 8. Investigation of charges/complaints (unless public hearing requested).
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

RECORD OF PROCEEDINGS

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Minutes of Regular Meeting

Date: June 14, 2021

- E. Matters required to be kept confidential by Federal law or rules or State statutes.
- F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on **A2 and A7** as listed above.

EXECUTIVE SESSION

21-06-64 The motion was made by **Batey**, seconded by **Kramer**, to enter Executive Session at **7:38** p.m.

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

Motion Carried,

EXECUTIVE SESSION recessed at **8:53** p.m.

ADJOURNMENT

21-06-65 The motion was made by **Stevens**, seconded by **McComas**, to adjourn at **8:53** p.m.

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

Motion Carried,

(Signed) _____
Gary McComas, President

(Attested) _____
Douglas D. Beeman, Treasurer

Brittany J. Laino

Wadsworth, OH 44281

OBJECTIVE

To obtain a school counseling position

EDUCATION

The University of Akron

December 2013

Master of Arts: School Counseling

3.952 GPA

Malone College

2008

Bachelor of Science: Intervention Specialist & Early Childhood Education

Early childhood education (Pre-K-3)

Intervention Specialist (K-12)

Reading Endorsement (K-12)

GPA: 3.086

EXPERIENCE

Copley Fairlawn City Schools

2016- present

Teaching:

- 2 years working with 2nd grade students one on one, in small group and co-teaching reading, writing and math
- 2 years working with a 1st grade student one on one, in small group and co-teaching reading, writing and math
- 3 years working with 3rd grade students one on one, in small group and co-teaching reading, writing and math
- 1 year working with 4th grade students one on one, in small group and co-teaching reading, writing and math
- Created a 2nd grade math intervention plan and worked with a heterogenous group of students in a small group setting reteaching, refining and expanding their knowledge and comprehension of math skills
- Create and implement IEP's, behavior plans, and monitor progress towards IEP goals and objectives
- Google 1 Certified Educator
- Nominated for the Fox 8 "Thanks for Teachers" segment with my co-teacher and SNA for 2020-2021 school year

Barberton City Schools

2008-2016

Counseling:

- Taught classroom guidance lessons
- Co-lead psycho-educational group
- Individually lead psycho-educational and psycho-therapeutic groups
- Individual counseling

- Consultation
- Assisted with scheduling 5th & 6th grade students (DASL)
- Developed programs and materials
- Organized 5th Grade Orientation
- TLC/STARR GLOBAL Trauma Workshop & Training (30 hours)
- Assisted with State Testing Preparation

Teaching:

- 2 years co-taught 6th grade all subject areas
- 2 years taught self-contained 6th grade Language Arts
- 4 years co-teaching 7th grade all subject areas
- 2 years co-teaching 7th grade Math
- Create and implement IEP's, behavior plans, and monitor progress towards IEP goals and objectives

CERTIFICATIONS

- Early Childhood (P-3)
- Reading P-3
- Intervention Specialist Mild/Moderate (K-12)
- Reading K-12
- Pupil Services: School Counseling

AFFILIATIONS

- American School Counselor Association (ASCA) 2012 to 2014
- The Council for Exceptional Children 2006-2008

REFERENCES

- Dr. Cynthia Reynolds
- Dr. Laura Tejada
- Ms. Deanna Stei



**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
LEA AGREEMENT**

Contract Number: 044974-LEA-2122

This AGREEMENT is entered into this 07/01/2021 between Wadsworth City Schools, , Ohio, (hereinafter referred to as "LEA" Local Education Agency) and Metropolitan Regional Service Council (MRSC), Cuyahoga Falls, Ohio (hereinafter referred to as "MRSC").

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

Provide employment services from 07/01/2021 – 06/30/2022, at the cost of salary and benefits, plus any other costs incurred in the employment of the individual(s) to upon written request of the LEA.
2. MRSC shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider"). The salary or wage rate to be paid to the Service Provider by MRSC shall be agreed upon between the LEA and MRSC, and the LEA shall reimburse MRSC for said compensation by the end of the term indicated above in paragraph 1.
3. MRSC shall provide the Service Provider any and all fringe benefits – including, but not limited to, vacation leave, sick leave, severance, paid holiday leave, cell phone, and any other fringe benefit provided by MRSC – for which the Service Provider qualifies under MRSC policies as may be amended from time to time, MRSC administrative guidelines as may be amended from time to time, any and all applicable MRSC job description(s) as may be amended from time to time, any and all employment contracts as may be amended from time to time, and any and all applicable state and federal laws.
4. The LEA shall promptly reimburse MRSC for any and all fringe benefits – including, but not limited to, vacation leave, sick leave, paid holiday leave, severance, unemployment compensation, and any other fringe benefit provided by MRSC – paid by MRSC to the Service Provider or incurred by MRSC in connection with the provision of the Service. The LEA shall pay a fiscal fee of **5%** of the MRSC's cost to provide said service(s). The LEA costs are estimated in Schedule A of this agreement but can change based on the actual cost.
5. MRSC shall reimburse the Service Provider at the then-current IRS rate for mileage expenses of regular travel incurred while providing the Service to the LEA, in accordance with MRSC policy and as approved by the Executive Director; and the LEA shall reimburse MRSC for said mileage reimbursement.
6. MRSC shall assign the Service Provider exclusively to the LEA during the term specified in paragraph 1, above.
7. The LEA shall provide all supplies, materials, equipment, clerical support, staff development and workspace for the Service Provider. The need for such items shall be determined by the LEA.
8. The LEA shall supervise the Service Provider in the provision of the Service and shall evaluate

the Service Provider in accordance with Section 3319.11 Ohio Revised Code and the policies of the MRSC.

9. The LEA shall determine the work schedule and work rules of the Service Provider.
10. The Service Provider shall follow MRSC policies concerning wage and benefits.
11. The Service Provider shall follow the work rules established by the LEA, including but not limited to, reporting procedures and working conditions.
12. The Service Provider shall follow the LEA's policies with respect to calamity days.
13. The Service Provider shall report times worked in the manner prescribed by the LEA and MRSC and complete the necessary MRSC leave forms when necessary.
14. This contract may be terminated by either party, without cause, upon 60 days' written notice to the other party.
15. This agreement shall renew for one year unless either party gives notice as referenced above.

**Northeast Ohio Network for Educational
Technology**

Wadsworth City Schools

Signature of Authorized Provider Representative

Signature of Authorized Customer Representative

Matthew Gdovin

Printed name

Printed name

Executive Director

Title

Title

Date

Date

Signature of Authorized Provider Representative

Signature of Authorized Customer Representative

Kim Fassnacht

Printed name

Printed name

Fiscal Officer

Title

Title

Date

Date

SCHEDULE A

Product name	Product or service description	Price	Quantity	Sum
Renewal - Tier 1 Desktop Support Technician	• Installation, maintenance, troubleshooting, and support of computer hardware, software, and peripheral equipment. • Maintain desktops, PC's, Chromebooks and other electronic devices. • Assists in physical installation of LAN/WAN hardware/software and related peripheral equipment. • Ensures hardware and software compatibility. Receives, inspects, and tests equipment/software. Facilitates construction/installation activities. Prepares support documentation (e.g., date installed, location, upgrades, etc.). • Provide technical support for software and hardware issues. • Works with teachers to explore adaptations that enhance classroom activities. • Upholds Customer's board policies and follows Customer's administrative guidelines/procedures. • Promotes a professional image of the Customer's school district. • Maintains open and effective communications. Promotes the Customer's mission, philosophy, and vision. Serves as an informative resource. Keeps Customer's stakeholders informed about emerging issues.	0.00	1	0.00
FY22 - Estimated LEA Service Charge	July 1, 2021 to June 30, 2022 *This estimate is an approximation and is not guaranteed. The estimate is based on the Service Providers' salary, fringe benefits, and a 5% administrative fee at the time of the creation of this agreement. LEA will be billed at the ACTUAL cost in arrears each quarter.	43,700.00	1	43,700.00
Total (USD):				43,700.00

Memorandum of Understanding (MOU) for ADAMH Board Participation in the Wadsworth City School District Drug Testing Program

This Memorandum of Understanding ("MOU") is entered into as of the date the last party below executes the same and between the Medina County Alcohol, Drug Addiction and Mental Health Board ("**Board**"), and the **Wadsworth City School District**.

WHEREAS, the Wadsworth City School District recognizes that the use of alcohol and illicit drugs by students is a national problem, and with the support from the U.S. Supreme Court, the Wadsworth City School District is implementing this program of deterrence and identification, as a proactive approach to a truly safe and drug free school. Students using illegal drugs pose a threat to their own health and safety, as well as to that of other students; and

WHEREAS, **Wadsworth City Schools** has requested **\$6,000** in grant funds from the **ADAMH Board** to pay for drug testing for Fiscal Year 2022, the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the **ADAMH Board** has determined the drug testing program meets a significant need in the community and that it fits within our Board's prevention goals to identify youth in need, prevent use, and prevent overdose; and

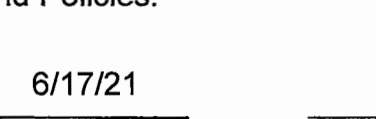
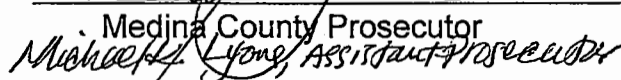
NOW THEREFORE, the parties agree as follows:

1. WADSWORTH CITY SCHOOL DISTRICT RESPONSIBILITIES:

- a. Operate the drug testing program in accordance with the bylaws and policies attached as Exhibit A.
- b. Create a safe, drug free, environment for students and assist them in getting help when needed.
- c. Encourage students who use drugs to participate in drug treatment programs.
- d. Provide the **ADAMH Board** with an invoice requesting the grant funds.
- e. Provide the **ADAMH Board** with yearly statistics regarding the number of students drug tested and any other pertinent information.

2. ADAMH BOARD RESPONSIBILITIES:

- a. Provide FY2022 funding in an amount of **\$6,000**, once invoiced and upon receipt of the adopted and effective Random Urine Drug Testing of Wadsworth City School District Students Bylaws and Policies.

		6/17/21		
Phillip Titterington	Date	Andrew Hill	Date	
Executive Director		Superintendent		
Medina County ADAMH Board		Wadsworth City School District		
Approved as to Form: 		5/12/2021		
Medina County Prosecutor		Date		
				



Minute Men HR Management Services, Inc.
Workers' Compensation & Ohio Group Rating Specialists

June 2021

Gabe Tudor
Wadsworth Schools
524 Broad Street
Wadsworth, OH 44281

POLICY NO: [REDACTED]

Dear Gabe,

Minute Men HR has thoroughly reviewed your claims history and determined that your organization meets our initial criteria for enrollment in the Northeast Ohio Safety Council, NEOSC, Retrospective Rating Program. NEOSC, as an approved Group Retrospective Rating sponsor in partnership with Minute Men, **an expert in the field of workers' compensation with superior claims management and some of the lowest fees in the industry** extends this invitation for the plan year January 1, 2022 thru December 31, 2022.

Public employers, choosing to participate in the program are pooled together and receive refunds and/or assessments based on the overall performance of the group. As a participant, you will continue to pay for BWC premiums for the plan year as required. The BWC will then re-evaluate the group's performance on December 31, 2023 / 2024 and 2025.

As with any group, the Group Retrospective Program does not come without risks. If the group performs worse than expected, then you may owe the BWC additional premiums. *This applies to all Retro Groups.*

Below is a summary of your savings and risk potential:

Projected Premium*	Maximum Savings	Est Refund %	Est Prem Refund	Loss Cap %	Loss Cap	Service Fee
\$103,679	\$65,318	38	\$39,398	15	\$15,552	\$2,475

*Does not include BWC Assessments

ENROLLING IS EASY

Complete, sign and return the following forms in the enclosed envelope by July 15, 2021:

1. Employer Statement for Group Retrospective Rating (U-153)
2. 2023 Retro Returns Employer Safety Assessment
3. Permanent Authorization (AC-2)
4. Minute Men HR Management Services Agreement
5. Invoice along with your payment to Minute Men HR Management Services Inc.

If you have any questions or need more information, please contact Mike Pollack at [REDACTED]



Bureau of Workers'
Compensation

Employer Statement for Group-Retrospective-Rating Program

Instructions

- Please print or type.
- Please return completed statement to the attention of the sponsoring organization you are joining. The Group Administrator's third party administrator will submit your original U-153 to:
Ohio Bureau of Workers' Compensation
Attn: employer programs unit
30 W. Spring St., 22nd floor
Columbus, OH 43215-2256
- If you have any questions please call BWC at 614-466-6773

NOTE: This application must be reviewed and approved by BWC's employers programs unit BEFORE it becomes effective.

Employer name Wadsworth Schools		Telephone number (330) 335-1369	BWC Policy number [REDACTED]
Address 524 Broad Street	City Wadsworth	State OH	9-digit ZIP code 44281

Group-Retrospective-Rating Program Enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group-Retrospective-Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form supersedes any previously executed U-153.

I understand that only a BWC Group-Retrospective-Rating Program certified sponsor can offer membership into the program. I also understand that if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the NORTHEAST OHIO SAFETY COUNCIL sponsoring organization or a certified affiliate organization and would like to be included in that Group-Retrospective-Rating Program that they sponsor for the policy year beginning January 1, 2022. I understand that the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand that the sponsoring organization's representative Trident Risk Advisors (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand that the representative for the Group-Retrospective-Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the program, I understand that I must file an AC-2, permanent authorization form, in order to cancel or change individual representation.

I understand that a new U-153 shall be filed each policy year I participate in the group-retrospective-rating plan.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization ☒ Yes ☐ No

NORTHEAST OHIO SAFETY COUNCIL

Name of sponsor or affiliate sponsor

[REDACTED] Sponsor or affiliate sponsor policy number

Note: For injuries that occur during the period an employer is enrolled in the Group-Retrospective-Rating Program, employers may not utilize or participate in the Deductible Program, Group Rating, Retrospective Rating, Safety Council Discount Program, \$15,000 Medical-Only Program, or the Drug-Free Safety Program.

Certification

_____ certifies that he/she is the _____ of
(Officer name) (Title)

Wadsworth Schools, the employer referred to above, and
(Employer name)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

(OFFICER SIGNATURE)

(DATE)

2022 RETRO RETURNS EMPLOYER SAFETY ASSESSMENT

35205551

Please indicate "Yes" or "No" on this assessment. Answering "No" does not preclude your company from eligibility in this program but one of our safety specialists will assist you in establishing that particular safety plan element prior to the begin of the policy year.

1 – Visible, active senior management leadership

Y / N Our company has a safety policy statement signed by top management.

Y / N We discuss safety processes and improvements regularly during staff and/or employee meetings.

2 – Employee involvement and recognition

Y / N We provide employees with safety participation opportunities

3 – Medical treatment and return-to-work practices

Y / N We have developed a written procedure for reporting accidents within a specified time frame and for obtaining medical treatment after a workplace injury.

Y / N We have developed a return-to-work policy or statement.

4 – Communication

Y / N Our company uses written safety communications to employees. (For example, company news letter or payroll stuffer).

- o List the types of written safety communications that you use within your company

5 – Timely notification of claims

Y / N When an employee notifies us of an occupational injury or illness, we report the claim to the managed care organization and our third party administrator immediately.

6 – Accident prevention or facility safety coordinator

Y / N We have designated an employee as accident-prevention coordinator who will work with employees and management to implement safety strategies.

Name: _____

Title: _____

7 – Written orientation and training plan

Y / N We have developed a written safety and health training plan that documents specific training objectives and instructional procedures.

Y / N We train all employees on all relevant safety and health topics at least annually.

Y / N We document our safety training and maintain a signed list of attendees.

8 – Written and communicated safe work practices

Y / N We have developed general and job specific safe work practices.

Y / N We provide employees with a copy of the safe work practices, and they sign a statement indicating they have read the rules and understand their responsibilities.

9 – Written safety and health policy

Y / N We have developed a written safety and health statement signed by the top company official, which includes the responsibilities of all employees to maintain a safe workplace.

Y / N We review our safety and health policy with all employees at least once a year.

10 – Recordkeeping and data analysis

Y / N We keep records of workplace accidents and near-miss incidents.

Y / N We manage injuries by identifying accident causes and controlling or eliminating them.

Signature _____

Date _____

Title _____

Company _____

MINUTE MEN HR MANAGEMENT SERVICES AGREEMENT GROUP RETROSPECTIVE RATING PROGRAM

Minute Men HR, specializing in Workers' Compensation Cost Control, hereby offers its services to: Wadsworth Schools for a one year period beginning January 1, 2022, pursuant to the terms and conditions set forth in this Group Retrospective Rating Agreement for the Northeast Ohio Safety Council Workers' Compensation Group Retrospective Rating Program. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, Minute Men and the Employer agree as follows.

Minute Men shall perform the following services for Employer:

1. Consulting with employer to determine the proper manual classifications for payroll reporting purposes based upon BWC rules and regulations.
2. Correcting erroneous classifications in order to bring them into conformity with BWC rules and regulations.
3. Assisting Employer in qualifying and entering the Group Retro Program.
4. Reviewing the reserves and costs assigned to claims in Employer's merit rating experience.
5. Providing advisory services concerning workers' compensation matters, including telephone consultation during normal business hours.
6. Continuing education of Employer regarding claim procedures, accident prevention, and significant amendments made to the Ohio Workers' Compensation law and related developments.
7. Representing Employer, upon proper notification, as is permissible under applicable law and BWC rules and regulations. Such representation shall include attendance at administrative hearings before the BWC unless requested otherwise by Employer.
8. Maintaining, managing and monitoring individual claims of injured employees to establish control over all awards for compensation and medical payments chargeable to employer's account and influencing its premium rate.

Minute Men agrees that it will provide the above services in a professional manner and that it will exercise reasonable diligence in the performance of all of its contractual responsibilities.

Employer agrees to pay Minute Men an annual fee of 2475.00.

Employer hereby warrants and represents that (1) it has current, active workers' compensation coverage pursuant to BWC standards; (2) it has completed its U-153 application designating Sponsoring Organization for enrollment purposes; and (3) it has not grossly misrepresented information on its U-153 application. Furthermore, Employer agrees:

1. It shall not participate in programs prohibited by the BWC for the Group Retro Program;
2. It shall be a member of the Sponsoring Organization;
3. It shall comply with any and all safety requirements set forth by the Sponsoring Organization and applicable O.A.C. regulations. Employer acknowledges that additional fees may be charged for certain safety services provided to employer, when pre-approved by employer.
4. It shall provide to Sponsoring organization and/or Minute Men documentation of its safety plan or program and the results of any prior Group Retro safety program;
5. It is not a member of more than one Retro Group, or a Retro and non-retro Group;
6. It shall provide to the BWC and/or Sponsoring Organization any information required by the BWC to rule upon the application for Group Retro coverage, and comply with the Sponsoring Organization's Retro Group Program policies and guidelines;
7. It shall promptly forward all claim and related information to Minute Men, and assist Minute Men in the claims administration process; and
8. The Sponsoring Organization is authorized to elect a maximum premium ratio for the Retro Group Program.

**MINUTE MEN HR MANAGEMENT SERVICES
GROUP RETROSPECTIVE RATING PROGRAM SERVICE AGREEMENT**

In the event that Employer does not comply with requirements of the preceding paragraph, Minute Men and the Sponsoring Organization may terminate Employer's participation in the group Retro Program, with the BWC consent.

Employer acknowledges that it is liable for premium payments and any assessments from the BWC related to the Retro Policy Year that is the subject of this Agreement, even if such assessments are made by the BWC after the conclusion of the Retro Policy year, and Employer is no longer a member of the Retro Group for which assessments were made.

In the event of a termination of this contract, Minute Men shall continue the Administration of all claims that were incurred during the Group Retro year. Minute Men will retain the Administrative duties on those claims for the full retrospective look back period.

Minute Men will not refund any monies, including but not limited to, costs, fees, service charges or membership/sponsoring organization dues as result of a cancellation that occurs thirty (30) days prior to the Group Retrospective Rating enrollment deadline or thereafter.

All computerized data shall remain the exclusive proprietary property of Minute Men. The services provided and obligations of the parties shall be in compliance with the rules and regulations of the BWC and shall specifically exclude any services which now or in the future may be deemed the practice of law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Minute Men HR Risk Management Services, Inc. Customer: _____

Policy #: XXXXXXXXXX _____

By _____ By _____

Title _____ Title _____

Date _____ Date _____



Bureau of Workers' Compensation

Request to Add/Change or Terminate Permanent Authorization

To: Ohio Bureau of Workers' Compensation

☐ Employer Services Department, 22nd floor

☐ Self-Insured Department, 22nd floor

Please mark a box and return to:

30 W. Spring St.

Columbus, OH 43215-2256

Fax: 614-621-1405

Policy number

Entity

Wadsworth Schools

DBA

Address

524 Broad Street

Wadsworth, OH 44281

Note: For this to be a **valid** letter, the employer services department, or the self-insured department for self-insuring employers, must stamp it.

This is to certify that effective January 1, 2022

(Date)

MMHR

(001633-80)

(Representative name and rep ID number)

Including its agents or representatives identified to you by them, has been terminated or retained to represent us before the Ohio Bureau of Workers' Compensation and the Ohio Industrial Commission in matters pertaining to our participation in the workers' compensation fund according to the type of representation checked below.

Please check only one type of representation. See description of representatives at the bottom of this form.

✓ Type of authorized representation addition/change or termination		☒ Add	☐ Terminate
☒ Employer-risk claim representative (ERC)	☐ Risk-management representative (RISK)		
☐ Claim-management representative (CLM)	☐ Payroll service vendor (PSV)		

This authorization supersedes all permanent authorizations on file for the type of representation indicated above.

I understand and agree BWC will process any letters, requests and actions initiated by a superseded authority.

I understand this authorization, now being granted, is of a continuous nature from the effective date indicated herein. However, I possess the right to terminate this authorization at any time through written notification to the employer services or self-insured departments as appropriate.

Telephone number	Fax number	Email address
Print name and title	Employer signature	Date

BWC authorized representative service/roles

Employer-risk claim representative (ERC) – The ERC is designated as the employer's authorized representative for both risk- and claims-management-related issues. He or she is also the employer's authorized representative on each claim under the employer's policy number. The ERC receives copies of all risk and claim correspondence. The ERC has full access to the employer's risk information and information pertaining to the workers' compensation claims filed against the employer. He or she will also have the authority to access such information on www.bwc.ohio.gov.

BWC will consider the ERC as the authorized representative in handling risk-related issues for an employer if there is no designated group-risk claim representative (GRC). BWC also will consider the ERC as the authorized representative in handling claim-related issues for an employer if there is no designated CLM or GRC.

Risk-management representative (RISK) – The RISK is the employer's designated authorized representative for risk-related issues. He or she represents an employer on risk-related issues only. The RISK receives copies of all risk correspondence. A RISK will have access to only the employer's risk-related information and authority to access that information on www.bwc.ohio.gov.

BWC will consider the RISK as the authorized representative in handling risk-related issues for an employer if there is no designated GRC or ERC. The RISK will have no authority to represent the employer on any matters if either a GRC or ERC is appointed. In addition, the RISK will have access only to the employer's risk-related information and authority to access that information on www.bwc.ohio.gov.

Claims-management representative (CLM) – The CLM is the employer's designated authorized representative on each claim associated with the employer. He or she will receive copies of all claim correspondence. The CLM represents an employer on claim-related issues only. A CLM will have access only to information pertaining to the workers' compensation claims filed against the employer and authority to access that information on www.bwc.ohio.gov.

BWC will consider the CLM the authorized representative in handling claims-related issues for an employer.

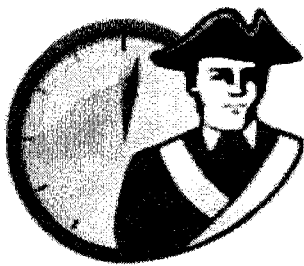
Payroll service vendor (PSV) – A payroll service vendor provides payroll services, including reporting and/or withholding and remittance services for workers' compensation premium payments.

Note: Based on the designation made by the group's sponsor, only the employer services group-rating unit can update a GRC.

You cannot use the AC-2 to select a GRC authorization. This representative type only applies to private employers and public employer taxing districts. BWC will consider the GRC the authorized representative in handling risk-related issues for an employer. In addition, BWC will consider the GRC the authorized representative in handling claim-related issues for an employer if there is no designated claims-management representative (CLM).

BWC-0502 (Rev. Nov. 5, 2018)

AC-2



Minute Men HR

Your Human Resources Solution

BILL TO:

Wadsworth Schools
524 Broad Street
Wadsworth, OH 44281

Invoice Date: June 16, 2021
Invoice #: 1044973
Policy #: XXXXXXXXXX
Rating Year: 01/01/22
Due Date: July 15, 2021

Workers' Compensation Group Retro Plan Invoice

2022 Group Retro Annual Fee — **\$ 2,475**

2.5% credit card convenience fee — **\$ 61.88**

Total Due if paid by credit card — \$ 2,536.88

The enrollment fee covers the policy year 01/01/22-12/31/22

Please sign and return all enclosed enrollment forms and invoice with remittance to:

PAYMENT OPTIONS

1. Check made payable to:

Minute Men HR

Mail to: 3740 Carnegie Ave, 2nd Flr
Cleveland, OH 44115

2. To pay by credit card, email or fax your
information to:

nicole.rainier@minutemenhr.com

Fax: 216-803-5735

DO NOT MAIL THIS INFORMATION

***NOTE: If you pay by credit
card, your statement will
reflect a charge from Minute
Men Staffing.***

Name as it appears on card:
Credit Card number:
CVV Code: _____ Expiration Date: ____/____
Zip code for billing is required:

**BY SIGNING BELOW I AM AUTHORIZING THE USE OF THIS CREDIT CARD FOR SERVICES
RENDERED BY MINUTEMEN, INC. PLUS A 2.5% CONVENIENCE FEE**

I accept these terms: _____ (initial)

AUTHORIZED SIGNATURE _____ / NAME PRINTED: _____

If you would like a receipt please supply your email here: _____

PRICE QUOTE, PROGRAM CONFIRMATION & AUTHORIZATION FOR EARLY TEACHER ACCESS (2021-22)

Wadsworth High School ("School or District" or "Customer") is confirming participation in, and seeking authorization for early pre-academic term teacher access to Project STEM programs ("Project STEM Programs") as listed in the attached price quote (PQ#: 22-118607-1).

Customer acknowledges that access to Project STEM programs require a validly issued purchase order ("Purchase Order"), and that this order form indicates an agreement and commitment to issue such Purchase Order as detailed in the attached Price Quote.

Customer agrees that a validly issued Purchase Order will be issued by or before the Issuance date listed below:

Early Teacher Access Date:

Within 7 Business Days

Purchase Order Issuance Date:

6/14/2021

Authorized signatories sign below and return to: pathways@projectstem.org

SCHOOL/DISTRICT NAME:	WADSWORTH HIGH SCHOOL
SIGNATURE:	
NAME: (PRINTED)	
TITLE: (PRINTED)	
DATE:	

W-9 & HOW TO ORDER:

INSTRUCTIONS FOR SCHOOLS

To receive account access, one of the following must be submitted:

- Signed Authorization for Early Teacher Access form (see page one of this packet)
- Purchase Order
- Payment via Credit Card, Check, or ACH

PURCHASE ORDERS & PAYMENTS

W-9	Click here to access.
Purchase Orders:	Purchase orders are accepted. • Please <u>email</u> all documents to your School Partnerships Manager or to pathways@projectstem.org for processing. • Once we receive the purchase order, invoices will be sent to the billing and/or educator contact.
Request an Invoice:	To request an invoice, email your School Partnership Manager or email pathways@projectstem.org. Please copy/paste the following for reference: • Project STEM School ID#: 118607 • Price Quote #: 22-118607-1
Credit Card:	All major credit cards are accepted. • A secure link to pay by credit card will be included on your invoice. • Alternatively, you can call your School Partnerships Manager who can take your information by phone.
Check:	Please mail your check and documents directly to the address below. Attn: Project STEM Curriculum K12 Partners 24 W Railroad Ave Ste. #122 Tenafly, NJ 07670
ACH	Up-to-date wire instructions can be provided upon request.

SCHOOL ID: 118607

PRICE QUOTE

PQ NUMBER: 22-118607-1	CREATED DATE: 6/14/2021	EXPIRY DATE: 9/30/2021
----------------------------------	-----------------------------------	----------------------------------

Customer:

Wadsworth High School
625 Broad Street
Wadsworth, OH 44281
(330) 335-1400 ext. 22123
Attn: Jason VanKirk
Programming, Design and Robotics Teacher

Payments to:

24 W Railroad Ave
Ste. #122
Tenafly, NJ 07670
Attn: Jeff Hogan, Project STEM
jeff@projectstem.org

School Order:

PRODUCT	STUDENT LICENSES	QUANTITY	SALES PRICE	TOTAL PRICE
Project STEM Pathways in Computer Science Bundle - School License: - Project STEM CS Python Fundamentals – School License - Project STEM AP Computer Science Principles – School License - Project STEM AP Computer Science A – School License - Project STEM Professional Development Course for CS Python Fundamentals – Teacher License - Project STEM Professional Development Course for AP Computer Science Principles – Teacher License - Project STEM Professional Development Course for AP Computer Science A – Teacher License	Unlimited	1	\$3,500	\$3,500
Project STEM CS Explorations 1 in Scratch – School License	200			

At-Cost Subtotal	\$3,500.00
Shipping & Handling	\$0.00
Grand Total	\$3,500.00

SCOPE

Scope and Duration

- Scope of Project STEM Pathways for Computer Science Program Bundle School License:
 - Includes access to all course materials
 - School licenses include two teacher licenses per course.
 - Professional development licenses include two teacher licenses per course.
 - AP Exam fees not included for AP courses.
 - Includes web-based access to course materials
 - Includes a web-based dashboard and in-detail view of student progress and performance, and ongoing technical, content and instructional support.
- Prices do not include sales tax, if applicable.
- Payment terms, net 30 days.
- All sales are final. No returns permitted.
- Term of License: from date set forth on invoice until expiry date indicated above.

This Price Quote is subject to the Standard Terms & Conditions of Curriculum K12 Partners, as provider for Project STEM curriculum. Issuance of a purchase order or payment pursuant to this Price Quote shall be deemed acceptance of such Terms & Conditions.

TERMS & CONDITIONS

6/29/2020
Mr

1. Scope. Customer and Curriculum K12 Partners, Inc. ("Curriculum K12 Partners" or "Provider") in partnership with Project STEM ("Project STEM") wish to enter into the agreement created by the price quote associated with this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Project STEM will deliver one or more of the following products or services, as specified on the Quote: Project STEM digital and print curriculum and instructional materials, and Project STEM professional development materials and ongoing curricular support (collectively, the "Project STEM Products" or "Products").

2. License. Subject to the terms and conditions of this Agreement, Provider grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Project STEM Products during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees. "Authorized User" means an individual teacher or other personnel employed by Customer, or authorized individual students that will access Products in the course of instruction at Customer's school subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so authorized. If Customer license specifies access for up to a certain quantity of students, the number of Authorized Users, and any applicable license fees, will be deemed to apply up to the number of actual authorized students enrolled during the Term of this Agreement, and the balance of any unused license fees will be deemed to be billable toward teacher support and training fees for this Customer. Each Authorized User's access and use of the Products shall be subject to Project STEM Terms of Use, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the exclusive property of Provider, Project STEM and/or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Provider of any violation of our IP Rights in the Products, and shall reasonably assist as necessary to remedy any such violation.

5. Payments. In consideration of the Products, Customer will pay the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has provided notification in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes.

6. Authorized Users. For Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Provider immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Provider will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

7. Confidentiality. Customer acknowledges that, in connection with this Agreement, it has been provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

8. Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that such PII is being obtained as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement and no actions will be taken to cause Customer to be out of compliance with FERPA or other applicable laws relating to PII.

9. Customer Materials. Customer represents, warrants and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content and other materials provided to or collected on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"). Customer is solely responsible for the accuracy, integrity, completeness, quality, legality and safety of such Customer Materials.

10. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY Project STEM. ALL WARRANTIES, EXPRESS OR IMPLIED ARE EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, PROVIDER NOR PROJECT STEM MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. PROVIDER IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES. THIS AGREEMENT DOES NOT CREATE ANY RELATIONSHIP BETWEEN CUSTOMER AND ANY PROVIDER OF THIRD PARTY CONTENT AND SOFTWARE, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY PROVIDER WITH RESPECT TO ANY THIRD PARTY CONTENT OR SOFTWARE.

11. Limitation of Liability. IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT,

6/24/2020
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STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO PROVIDER FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

12. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, either party shall have the right to terminate this Agreement for convenience, provided however that nothing shall relieve Customer of its obligations to pay on amounts owed pursuant to this Agreement. Either party shall also have the right to terminate this Agreement if the other party or Authorized User materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed all copies of any Products and, if so requested, certify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless such fees were paid in advance for services not yet rendered at the time of termination. Customer will be responsible for the cost of any continued use of Products following such termination. Upon termination, any PII of students provided hereunder will be returned or destroyed. Notwithstanding the foregoing, nothing shall require the return or destruction of any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

13. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Either party may assign this Agreement and any of its rights or obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties and the name of a party appearing herein shall be deemed to include the names of such party's successors and assigns to the extent necessary to carry out the intent of this Agreement. No assignment will relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Provider shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network

4/21/21
BR



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

Re: Question

1 message

Jeff Hogan <jeff@projectstem.org>

Fri, Jun 25, 2021 at 12:31 PM

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

Cc: Steve Moore <smoore@wadsworthschools.org>, Jason VanKirk <jvankirk@wadsworthschools.org>

Hi Andy,

I am confirming that Project STEM's counsel has reviewed the attached amendments to the Edhesive T&C from the 20-21 school year and agrees to apply them to the Project STEM T&C for the 21-22 school year.

Thank you,

Jeff

On Mon, Jun 21, 2021 at 1:47 PM Jeff Hogan <jeff@projectstem.org> wrote:

Hi Andy,

Thanks for reaching out. I have located the accepted amendments to the Edhesive T&C and will send them to Project STEM's counsel for review and consideration. I do not anticipate any issues, and I will be sure to follow up with you.

Best,

Jeff

On Fri, Jun 18, 2021 at 2:58 PM Hill (Superintendent), Andrew <ahill@wadsworthschools.org> wrote:

Good afternoon, Mr. Hogan. Last July, we (Edhesive and WCS) were able to agree to revisions to the terms and conditions for Edhesive and our board approved them. Will Project STEM honor the agreed upon Edhesive terms or do we need to engage in the interactive process with the terms that are part of the quote we recently received (PQ Number: 22-118607-1). Thanks for your assistance.

Andy Hill

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1301 (phone)
524 Broad St.
Wadsworth, OH 44281

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6/28/2021

Wadsworth City Schools Mail - Re: Question

Jeffrey Hogan

Senior Manager, School Partnerships
Project STEM
973.570.8988
[Click to book a time on my calendar](#)

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Jeffrey Hogan

Senior Manager, School Partnerships
Project STEM
973.570.8988
[Click to book a time on my calendar](#)



Wadsworth OH - T&C.pdf
1648K

Site and General Use Terms & Conditions

1. Description of Site Services; Acceptance of Terms of Use

This World Wide Web Site and all functions, facilities, content and services related thereto are operated and maintained by Edhesive LLC ("Edhesive" or "Company" or "we"), a limited liability company organized under the laws of the State of Delaware, at the URL: edhesive.com (<http://edhesive.com/>) (collectively, the "Site"). The services that Edhesive makes available on or through the Site include education-related articles, information and instructional services, purchasing functionality, and any other features, content, services, functionality and applications offered from time to time by Company on or through the Site (collectively, "Site Services").

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If you are an employee or other representative of a school or other organization who is accessing or using the Site on behalf of such organization, then you are agreeing to this Agreement on behalf of yourself and such organization. ~~Your access to or use of the Site following any changes to this Agreement will constitute your acceptance of those changes. Notwithstanding the foregoing, any changes to this Agreement shall not apply to any dispute between you and us arising prior to the date on which we posted the revised version of this Agreement incorporating such changes or otherwise notified you of such changes. If you do not agree to be bound by this Agreement, you must not access or use the Site. Your access to and use of certain parts of the Site may require you to accept additional terms and conditions, and may require you to download certain Software or Content.~~ 6/3/2020 PM

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~~5. Your Proprietary Rights~~

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6. Use of the Site

You agree not to:

- Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; harmful; abusive; pornographic or includes nudity; offensive; harassing; excessively violent; tortious; defamatory; false or

- misleading; obscene; vulgar; libelous; hateful; or discriminatory.
- Violate the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, contract or other proprietary rights.
- Harass or harm another person.
- Exploit or endanger a minor.
- Impersonate any person or entity.
- Introduce or engage in activity that involves the use of viruses, bots, worms, Trojan horses, Easter eggs, time bombs, spyware or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized access to or use of a computer or a computer network.
- Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Site or any Account, or Company's servers or networks;
- Restrict or inhibit any other person from using the Site (including by hacking or defacing the Site). Cover, remove, disable, block or obscure the Site (including advertisements on the Site).
- Use technology or any automated system, such as scripts or bots, to collect user names, passwords, e-mail addresses or any other data from or through the Site, or to circumvent or modify any security technology or software that is part of the Site.
- Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Site. If you do so, you acknowledge you will have caused substantial harm to Company, and that the amount of such harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay to Company \$50.00 for each actual or intended recipient of such communication.
- Modify, adapt, translate, reverse engineer, decompile or disassemble the Site.
- Solicit, collect or request any information for commercial or unlawful purposes.
- Post, upload or otherwise transmit an image or video of another person without that person's consent.
- Use the Site to advertise, promote or engage in any commercial activity (including engaging in sales, contests or sweepstakes) without Company's prior written consent.
- Frame or mirror the Site without Company's express prior written consent.
- Use the Site in a manner inconsistent with any applicable law, rule or regulation.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather content of the Site or reproduce or circumvent the navigational structure or presentation of the Site without Company's express prior written consent.
- Notwithstanding the foregoing, Company grants to the operators of public search engines the permission to use spiders to copy material from the Site for the sole purpose of, and solely to the extent necessary for, creating publicly-available searchable indices of such material, but not caches or archives of such material.

Company reserves the right to revoke these exceptions either generally or in specific cases. Attempt, facilitate or encourage others to do any of the foregoing.

Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's discretion, violates this Agreement or attempts to do so, including terminating or suspending a user's Account or access to or use of the Site, or reporting any User Content or conduct to law enforcement authorities.

You (and not Company) are responsible for obtaining and maintaining all telecommunications, broadband and computer hardware, equipment and services needed to access and use the Site, and for paying all charges related thereto.

7. User Disputes

You are solely responsible for your interactions with other users of the Site, providers of Third Party Services (as defined below) or any other third parties with whom you interact on, through or in connection with the Site.

8. Purchases

Company may make available products and services for purchase through the Site, and may use third-party suppliers and service providers to enable e-commerce functionality on the Site. You may only purchase products and services that appear on the Site and that are delivered to an address located in the United States. You may only purchase products and services for personal, non-commercial use by you, your educational institution or students of your educational institution. We may limit quantities or refuse any order for any reason or no reason, including if we have reasonable cause to believe an order is for onward sale or resale other than through distribution channels approved by us. We make no promise that products or services available on the Site are appropriate or available for use in locations outside the United States, and purchasing products or services for delivery to or use in territories where their contents are unlawful is prohibited. If you choose to purchase products or services from locations outside the United States, you do so at your own risk. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any product or service made available through the Site.

If you wish to purchase any product or service made available through the Site, you may be asked to supply certain information relevant to your transaction, including your credit card number, the expiration date of your credit card, your billing address and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) USED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Company the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgement or completion of any transaction. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

9. Products, Services and Specifications

All products and services described or depicted on the Site, and all related features, content, specifications and prices, are subject to change at any time without notice.

Need
Clarification?

10. Return and Exchange Policy

Unless otherwise specified in the terms associated with a particular product, you may not return or exchange any product. Certain jurisdictions may provide additional statutory rights. Nothing herein is meant to limit your return or cancellation rights under local law.

11. Accuracy of Information

We attempt to ensure that information on the Site is complete, accurate and current. Despite our efforts, the information on the Site may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currency of any information on the Site.

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12. Registration and Account Security

You may have the ability to create an account on or through the Site (an "Account"). If you submit registration information to create an Account, you represent and warrant that all information submitted to Company in connection with such registration is complete and accurate, and that you will update such information if it changes. If you create an Account, you are responsible for all use of your Account, and for maintaining the confidentiality of the information used to access your Account (including user name and password). You agree not to share your user name or password with anyone, or use anyone else's Account at any time. You agree to notify Company

immediately if you suspect any unauthorized use of, or access to, your Account (including your user name and password). You acknowledge that the reuse of your password in connection with accounts on other websites increases the risk that the security of your Account may be compromised.

13. Third Party Links and Services

The Site may make available, or third parties may provide, links to other websites, applications, resources, advertisements, Content or other products or services created, hosted or made available by third parties ("Third Party Services"), and such third party may use other third parties to provide portions of the Third Party Service to you, such as technology, development or payment services. When you access or use a Third Party Service, you are interacting with the applicable third party, not with Company, and you do so at your own risk. Company is not responsible for and makes no warranties, express or implied, as to the Third Party Services or the providers of such Third Party Services (including the accuracy or completeness of the information provided by such Third Party Service or the privacy practices of any third party). Inclusion of any Third Party Service or a link thereto on the Site does not imply approval or endorsement of such Third Party Service. Company is not responsible or liable for the content or practices of any Third Party Service or third party, even if such Third Party Service links to or is linked by the Site, and even if such Third Party Service is operated by an affiliate of Company or a company otherwise connected with us or the Site.

14. Feedback

Unless we expressly agree otherwise in writing, if you provide us with any ideas, proposals, suggestions or materials ("Feedback"), whether related to the Site or otherwise, you hereby acknowledge and agree that (a) your provision of any Input is gratuitous, unsolicited and without restriction and does not place Company under any fiduciary or other obligation; and (b) any Feedback is not confidential and Company has no confidentiality obligations with respect to such Feedback. You hereby grant to us a world-wide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), adapt, modify and otherwise use and exploit such Feedback, in any format or media now known or hereafter developed, and you hereby represent and warrant that you have all necessary rights to grant the foregoing license. We may use Feedback for any purpose whatsoever without permission or notice, compensation or attribution to you or any third party. ~~You are and remain responsible and liable for the content of any Feedback.~~

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~~17. Limitation on Liability~~

~~IN NO EVENT WILL COMPANY OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES, ARISING FROM YOUR USE OF THE SITE PRODUCTS, EVEN IF COMPANY OR ONE OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SITE PRODUCTS.~~ 6/3/20
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~~18. Indemnity~~

~~You agree to indemnify and hold harmless Company, its affiliates, subcontractors and other partners, and each of their respective officers, agents, partners and employees, from any losses, costs, expenses (including reasonable attorneys' fees), liabilities, claims or demands, due to or arising out of your use of the Site, your breach or alleged breach of this Agreement, your violation or alleged violation of any rights of another, or any Content that you post or otherwise submit on, through or in connection with the Site.~~ 6/3/20
M

19. Termination

This Agreement remains in full force and effect while you access or use the Site. If you create an Account, you may terminate your Account at any time, for any reason, by contacting us at info@edhesive.com (mailto:info@edhesive.com). ~~Company may terminate or suspend your Account and/or your access to or use of the Site at any time, for any or no reason, with or without prior notice or explanation, and without liability. Upon any such suspension or termination, your right to access and use the Site will immediately cease, and Company may immediately deactivate or delete your Account and all files and other information associated with it, and/or bar any further access to such files and other information. Company shall not be liable to you or any third party for any suspension or termination of your Account or of access to or use of the Site or any such files or other information, and shall not be required to make such files and other information available to you after any such suspension or termination.~~ Sections 2, 5, 13, 17, 18, 19, 22, and 26 shall survive any expiration or termination of this Agreement. 6/3/20
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20. U.S. Export Controls

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All software made available in connection with the Site ("Software") may be subject to United States export controls. No Software may be downloaded from or through the Site or otherwise exported or re-exported in violation of U.S. export laws.

21. Governing Law

terms
Ohio
The terms of this Agreement are governed by the laws of the State of ~~New York~~ Ohio, U.S.A., without regard to its conflicts of law provisions, and regardless of your location. 6/3/2020 MP

22. Arbitration

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

23. Arbitration Procedures

Any arbitration under Section 22 above will be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by this Agreement. The Supplementary Procedures are available online at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820). The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

24. Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us by writing to info@edhesive.com (<mailto:info@edhesive.com>). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

25. Other Terms

This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. ~~We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction.~~ 6/3/2020 MP
The failure of Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. References to and mentions of the word "include," "includes," "including," or "e.g." will mean "including, without limitation." References to "discretion" will mean "sole discretion." This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that

provision is deemed severable from this Agreement and does not affect the validity or enforceability of any remaining provisions. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for failures to fulfill any obligations due to causes beyond its control. → specify

Please contact us at info@edhesive.com (<mailto:info@edhesive.com>) with any questions regarding this Agreement.

Site Privacy

Last revised February 6, 2020

1. Introduction

Edhesive (“Edhesive” or “we”) recognizes the importance of protecting the privacy and security of your personal information. This Privacy Policy describes our practices in connection with information that we may collect through your use of this website (the “Site”). This Policy explains what data we collect, why we collect it, and what we do with it. It applies to you if you’re a student, a teacher, or anyone else who uses our Site. This Policy applies to information that we collect when you use our services online. It does not apply to information we may collect offline or if you provide any information to a third party (including through any application or content that may link to or be accessible from the Site).

This Privacy Policy applies to the collection and use by Edhesive of your personal information (i.e., information that identifies or permits contact with a specific person, such as full name or email address) provided in connection with your use of the Site. It also describes Edhesive’s practices for handling non-personal information (e.g., site activity) in connection with the Site.

Children

As set forth in our Website Terms of Use, the Site is for a general audience, is not targeted to children, and does not knowingly collect personal information from children under 13 years of age.

By providing personal information to us or using the Site, you agree to the terms and conditions of this Privacy Policy. If you do not agree to this Privacy Policy, please discontinue your use of the Site.

2. Collection of information

Edhesive may collect information from you at various points, including the following:

Product Information and Newsletters.

When you submit a form to obtain information about our products and services or subscribe to one of our newsletters, you may be asked to submit information such as name, professional affiliation, email address, company name, address and phone and details on your query or interests in our products and services. This information is collected to help us process your request.

Customer Support.

When you submit a form to contact our customer service, you may be asked to submit information such as name, e-mail, district, customer user login and password and details on your query. In addition, some features of our Site, such as our customer live chat functionality or other customer service systems may allow you to voluntarily provide personal information to us. This information is collected to help us process your request.

Product Orders.

If you use e-commerce areas of our Site to order our products, we request information from you on our order form. To purchase products through the Site, you must provide contact information (such as name and shipping address) and financial information (such as credit card number). This information is used for billing purposes and to fill your orders. We will also use this information to contact you to confirm your order or to inform you of any issues or delays.

Registration.

You may be requested to submit information to use certain Site functionalities (such as posting comments on certain areas of the Site), register for an event or webinar, or view restricted content that may be available on the Site. For instance, you may be asked to provide your name, email address and event or webinar-related preferences to help us process your registration or content request.

Site Activity Information.

When you access and interact with the Site, we and our Third Party Agents (as defined below) may collect certain information about those visits. For example, we or our Third Party Agents may receive and record information about your computer and browser, including potentially your IP address, browser type, and other software or hardware information. If you access the Site from a mobile or other device, we may collect a unique device identifier assigned to that device, or other characteristics of the device hardware, operating system and configurations for that device.

Cookies.

Cookies and other tracking technologies (such as browser cookies, pixels, beacons, and Adobe Flash technology, including cookies) may also be used. Websites send these data to your browser when you first request a web page and then store the data on your computer or mobile or other device so the website can access information when you make subsequent requests for pages from that website or app. These technologies may also be used to collect and store information about your usage of the Site and may include search queries you have run on the Site. Most browsers are initially set to accept cookies, but your browser may permit you to change your settings to notify you of a cookie being set or updated, or to block cookies altogether. Please consult the "Help" section of your browser for more information. Please note that by blocking any or all cookies you may not have access to certain features, content or personalization that may be available through the Site.

Public Areas and Discussion Forums.

Any information you share in public areas, such as message boards or feedback sections, becomes public. Please be careful about what you disclose and do not post any personal information that you expect to keep private.

3. Notice and choice

Updates to Privacy Policy; Choice.

~~Edhesive may modify this Privacy Policy. Please look at the Last Revised Date at the top of this Privacy Policy to see when this Privacy Policy was last revised. Any changes to this Privacy Policy will become effective when we post the revised Privacy Policy on the Site. If you do not wish to be bound by the terms of the revised Privacy Policy, you must discontinue your use of the Site.~~

11/1/21

Location of Data.

The Site is hosted in and managed and controlled by us from the United States and is not intended to subject us to the laws or jurisdiction of any jurisdiction other than that of the United States. If you are a user located outside the United States, you understand and consent to having any personal information processed in the United States. United States data protection and other relevant laws may not be the same as those in your jurisdiction. This includes the use of cookies and other tracking technologies as described above.

Linked Services.

The Site may link to and may be linked by websites operated by other entities or individuals. Some of these websites may include digital newspapers, open educational resources, online textbooks, or videos linked to from our instructional resources, such as videos from TedX or BBC series hosted on YouTube may be co-branded with our name or logo. This Privacy Policy does not apply to, and we cannot always control the activities of, such other third-party websites. You should consult the respective privacy policies of those third-party websites.

4. Use and disclosure

We may use and/or disclose any personal information and other information we collect from and about you for the following purposes and as described elsewhere in this Privacy Policy:

To provide and manage the Site.

We use the information we collect from and about you to provide the Site and features to you, including to measure and improve its services and features, to personalize your experience by delivering relevant content, to deliver product updates and other messages, to allow you to comment on content, to provide you with customer support, and to respond to inquiries. We may also use and disclose aggregate or anonymous data about your use of and activity on the Site to assist us in this regard and for any other purpose.

To contact you.

Edhesive may send communications or notifications related to the Site and to Edhesive to the contact information you provided to us at registration. If you want to stop receiving communications from Edhesive, you can email us at info@edhesive.com (mailto:info@edhesive.com) or follow the unsubscribe instructions at the bottom of each email. There are certain service notification emails that you may not opt-out of, such as notifications of changes to the Site or policies.

To improve our products and services.

We may use your information and the feedback you provide to us to help improve our products and services and for developing new products and services, enhancing the Site, improving our services, identifying usage trends, and determining the effectiveness of our curricular resources and programs.

To protect the rights of Edhesive and our users.

There may be instances when Edhesive may disclose your information; in situations where Edhesive has a good faith belief that such disclosure is necessary or appropriate in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, operations, or property of Edhesive, our parents, subsidiaries or affiliates or our or their employees, agents and contractors (including enforcement of our agreements, including our terms of use); (ii) protect the rights, safety, privacy, security or property of users of the Site or others; (iii) protect against fraud or for risk management purposes; (iv) comply with the law or legal process, including laws outside your country of residence; (v) respond to requests from public and government authorities, including those outside your country of residence; or (vi) allow us to pursue available remedies or limit the damages that we may sustain.

To complete a merger or sale of assets.

If Edhesive sells all or part of its business or makes a sale or transfer of its assets or is otherwise involved in a merger, transfer or other disposition of all or part of its business, assets or stock (including in connection with any bankruptcy or similar proceedings), Edhesive may transfer your information to the party or parties involved in the transaction.

5. Security

Edhesive uses commercially reasonable administrative, technical, personnel and physical measures to safeguard information in its possession against loss, theft and unauthorized use, disclosure or modification.

6. User control

If you would like to review, correct, update, suppress or otherwise limit our use of your personal information you have previously provided directly to us, you may contact us using the contact information provided below. In your request, please make clear what information you would like to have changed, whether you would like to have your personal information suppressed from our database, or if you have other questions about your personal information. We will try to comply with your request as soon as reasonably practicable.

7. Data retention

We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law.

Even after we have deleted your information from our systems, copies of some information from your account may remain viewable in some circumstances. We may also retain backup information related to your account on our servers for some time after cancellation for fraud detection or to comply with applicable law or our internal security policies. Because of the nature of caching technology, your account may not be instantly inaccessible to others, and there may be a delay in the removal of the content from elsewhere on the Internet and from search engines.

8. Sensitive information

We ask that you not send us, and you not disclose, any sensitive personal information (e.g., social security numbers, health, or criminal background) on or through the Site or otherwise.

9. Contact us

If you have questions about this Privacy Policy, please contact us at info@edhesive.com (<mailto:info@edhesive.com>).

The MT Pit

License to use Recording in Live Stage Performance of:

" WIZARD OF OZ - RSC " (Show Title)

This license agreement is entered into between The MT Pit and Wadsworth City Schools
(Name of your organization)

Contact Person

Organization

Name: Pam Csaky

Address: _____

Email: pcsaky@wadsworthschools.org

City: Wadsworth

Phone: 330335 1400

State, Zip: Ohio

Phone: _____

Show Dates: Dec 2, 2021 (Opening) Dec 4, 2021 (Closing)

Rehearsal Tracks: _____ (Date Needed)

Final tracks will be delivered once the balance of the rental is paid in full.

We, The MT Pit L.L.C., hereby grant you, the above stated entity, the non-exclusive rights to use the tracks associated with the contracted show subject to the terms and conditions herein contained:

Payment Items:

1. Rental Fee- You agree to pay The MT Pit a rental fee of \$ 1200.00.
2. Alterations – Modifications and edits are billed at a rate of \$50 per hour with a ½ hour minimum for each instance edits are submitted. All edits and modifications are requested to be submitted no later than three weeks prior to your opening date. Alterations will be delivered for approval 5 days after the latest submission request.

Additional Items:

3. You shall not have the right to print, copy, arrange, adapt or edit any of said musical compositions without the aid, or permission from, The MT Pit. COPYING, RECORDING, OR TAMPERING WITH SHOW AUDIO IS A VIOLATION OF CONTRACT AND WILL RESULT IN A \$10,000 FINE AND POTENTIAL FEDERAL PROSECUTION.
4. All Sales are Final.
5. Playbill/Program – The program must include the following billing:

**Musical recording provided by The MT Pit L.L.C.
www.thempit.com**

You agree to email, fax or return a copy of your playbill/program to The MT Pit.

6. The rights granted herein are personal to your organization and may not be assigned or transferred. All other Rights in said musical recording are reserved to The MT Pit.
7. Your show rental includes rehearsal tracks, delivered via web streaming or can be downloaded through The MT Pit App. The App is available on Apple devices and select Android devices.
8. Production tracks can be downloaded through The MT Pit App on Apple devices (iPad, iTouch, iphone) that contain an IOS 7 or later. Tracks will be available once the balance of the rental is paid in full. Production tracks can only be authorized and downloaded onto 2 devices.
9. You affirm by signing the contract that you have secured the rights to perform this musical by purchasing the license and required music rental for this production. A fully executed copy of your license must accompany this contract. ~~You hereby indemnify The MT Pit for damages and/or costs of defense for any actions or proceedings alleging copyright infringement or similar liability arising out of The MT Pit's performance of services under this Agreement.~~ *6/2/2021
MM
See addendum
for
agreed upon
changes*
10. While The MT Pit has gone to great lengths to insure stable operation of their App, no warranty is offered or implied as to the suitability of your particular purposes.

If the foregoing correctly sets forth our understanding, please sign and return a copy

Signatures: (The MT Pit) _____ And (Your Signature) _____

Payment Options (please select one): ☐ Credit Card ☐ Check ☐ Purchase Order
(1% processing fee applies on all credit card charges) (Schools Only)

Billing Information:

Name on Credit Card _____
Type of Credit Card _____
Credit Card Number _____
Expiration Date _____ Security Code _____

Charge for: ☐ Deposit ☐ Balance/Full Amount

Billing Address (if different than primary address)

Address _____
City _____
State, Zip _____

Billing Contact (if different than primary contact)

Name: _____
Phone: _____
Email: _____

Special Notes:

Send Checks To:

The MT Pit
445 North 700 West
Suite 101
North Salt Lake, UT 84054

Contact Us At:

Telephone: 801-883-9933
Fax: 801-953-1010
Email: mail@themtpit.com
www.themtpit.com

The MT Pit
License to use Recording in Live Stage Performance
Addendum

9. You affirm by signing the contract that you have secured the rights to perform this musical by purchasing the license and required music rental for this production. A fully executed copy of your license must accompany this contract. You hereby indemnify the MT Pit an amount not to exceed \$20,000.00 for damages and/or costs of defense for any actions or proceedings alleging copyright infringement or similar liability arising out of the MT Pit's performance of services under this Agreement.

Signatures:

On behalf of The MT Pit

Date

On behalf of The Wadsworth City School District
Board of Education

Date