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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, AUGUST 9, 2021, 7:00 P.M.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

<https://stream.meet.google.com/stream/396bf346-8470-4913-917e-8d7a5b7bfa9c>

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

or

<https://meet.google.com/uzc-hezr-vox>

(participants/board members/those making public comment)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

(US) +1 401-315-8946 PIN: 210 314 290#

AGENDA ADDENDUM

VII. Administrative Items

A. Personnel Consent Items

1. Resignations

- m) Brian Haren, Non-Teaching Employee, eff. 8/10/2021
- n) Lawren Linear, Non-Teaching Employee, eff. 8/6/2021

2. Employments

g) Supplementals:

- (1) Morgan Marando, Bus Duty (CIS) - 50%
- (2) Abbey Martin, Bus Duty (CIS) - 50%

l) Katie Cool, Non-Teaching Employee

m) David Dickinson, Certified Teacher

n) Taylor Schrock, Summer School Teacher (up to 80 hrs.)

o) Band Chaperones:

- (1) Mary Calderon
- (2) Jennifer Carlson
- (3) Whitney Chokreff
- (4) Heather Errante

- (5) Lisa Gale
- (6) April Jira
- (7) Mike Jira
- (8) Jeremy Johnson
- (9) Jessica Johnson
- (10) Jeff Kissinger
- (11) Shannon Kissinger
- (12) Dave Kopfstein
- (13) Polly Magyar
- (14) Steve Magyar
- (15) Kelly Matriana-Lim
- (16) Tiffany Noriega
- (17) Michael Reese
- (18) Mike Shafer
- (19) Sandy Shaffer
- (20) Brian Toth
- (21) Dana Toth
- (22) Dani Wiggins-Stuhldreher
- (23) Sonia Zrelak

B. Action Consent Items

- 15. Recommendation to approve the Visitu, LLC Terms and Privacy Policy
- 16. Recommendation to approve the Agreement between the Salvation Army of Wadsworth and the Wadsworth City School District Board of Education for the period of June 16, 2021 through June 15, 2022
- 17. Recommendation to provide a very limited easement for the sole purpose of allowing Mr. David Ingram to lawfully maintain a personal garden no more than thirty (30) feet onto the Wadsworth City School District Board of Education's ("Board") adjoining property. This very limited easement can never prevail over the rights of the Board to the property. This very limited easement shall be terminated at any time by the Board without notice and without cause. This very limited easement shall, in no circumstances, continue beyond June 30, 2022, absent a formal resolution approved by the Board.
- 18. Recommendation to approve the 2021-2022 bus and vehicle routes

C. Personnel Items

- 2. Recommendation to approve Julie Batey as a band chaperone for the 2021-2022 school year

AGENDA ADDENDUM DETAIL

VII. Administrative Items

A. Personnel Consent Items

- l.) Katie Cool:** Ms. Cool is being recommended to fill the high school Cafeteria Helper position left open when Ms. Carol Jordan accepted another position within the district.
- m.) David Dickinson:** Mr. Dickinson is being recommended to fill the part-time physical education teacher position left open when Ms. Kaitlyn White resigned.

B. Action Consent Items

- 15. Visitu, LLC Terms and Privacy Policy:** The Visitu, LLC Terms and Privacy Policy being recommended for approval will allow Wadsworth High School to utilize the Visitu software program for student attendance.
- 16. Salvation Army Agreement:** The Agreement between the Wadsworth Salvation Army and the Wadsworth City School District Board of Education being recommended for approval will allow the Salvation Army to continue to use space in the Charles R. Parsons Administration Building for student and adult programming from June 16, 2021 through June 15, 2022.
- 17. Limited Use Easement:** The limited easement being recommended for approval will allow Mr. Ingram to plant a personal garden on our property that sits to the northeast of Art Wright Stadium and abuts to his property.

David Dickinson

EDUCATION

THE UNIVERSITY OF AKRON, Akron, OH

Bachelor of Science, December 2018

Major: Health/Physical Education

GPA: 3.65

PROFESSIONAL EXPERIENCE

BRUNSWICK HIGH SCHOOL, Brunswick, OH

Track and Field Coach, March 2018 - Present

- Coach the shot put and discus events for 42 athletes at Brunswick high school.
- Hold practices after school 5 days a week with lifting after practice for the athletes.
- Help officiate and run meets held at home stadium.
- Travel with the team to coach at away meets.

KIDDER ELEMENTARY SCHOOL, Brunswick, OH

Substitute Teacher, December 2019 - January 2020

- Taught mix of grades K-5
- Created lesson plans that were set through K-2 grade benchmarks and 3-5 grade benchmarks

MEDINA HIGH SCHOOL, Medina, OH

Student Teacher, August 2018 - December 2018

- Taught 9-12 grade students in Physical Education.
- Taught an adaptive Physical Education Class.
- Created lesson plans and activities/games for students to participate in class.

RELATED EXPERIENCE

NORTH COAST SHARED SERVICE ALLIANCE

Substitute Teacher, February 2019 – Present

- Employed in the Brunswick, Parma, and Berea school districts.
- Manage classes of 20-30 students by keeping students on task with assignments.
- Period cover classes during planning periods.

4th AND GOAL, Strongsville, OH

Sales Associate, November 2015 - Present day

- Provide good customer service and answered customer questions.
- Stock store when new arrivals came in.
- Clean and lock up store at the end of every closing shift.

OTHER EXPERIENCE / SKILLS

AKRON CITY SCHOOLS, Akron, OH

Volunteer, March 2018

- Passed out awards to the students
- Helped with timers during the running events
- Helped make sure students were at their correct place events at the right time

CPR CERTIFICATION

Valid until 2022

FIRST AID CERTIFICATION

Valid until 2024

ACCEPTANCE OF TERMS

1.1 Visitu LLC ("Company") provides its Service(s) (as defined below) to you and the company or other legal entity you represent (collectively "Customer"), subject to this Visitu Services Agreement ("Agreement"). By accepting this Agreement or by accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement, and you represent and warrant that you have the authority to bind the company or other legal entity you represent to this Agreement. If you do not have such authority, or if Customer does not agree to all of the terms of this Agreement, you must not accept this Agreement and may not use the Services. If Customer registers for a free trial for our Services, this Agreement will also govern that free trial. The "Service(s)" mean (a) Company's Visitu Visitor Registry System and related website and technologies, and (b) any software, data, reports, materials or content ("Software") made available in connection with any of the foregoing. Any new features added to or augmenting the Service are also subject to this Agreement.

1.2 Company may change this Agreement with Customer's written acceptance of the new Agreement.

2. VISITU SERVICES

2.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Subject to the terms hereof, Company will endeavor to provide Customer with reasonable support services and implementations assistance, through electronic mail or another reasonable mechanism, in accordance with Company's standard practice.

2.2 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any Software; modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (unless expressly permitted by Company); or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on a Customer premises device, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software solely as embedded on such device only in connection with the Services during the Term.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations (including policies and laws related to spam, privacy, consumer and child protection and the like). Without limiting the foregoing, to the extent Customer collects, processes, uses or discloses any personal or other information regarding individuals in connection with the Services, Customer hereby represents and warrants that it has and will have all necessary permissions and consents to do so. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to access or use the Services, including, without limitation, iPads, internet access services, related equipment and the like (collectively, "Equipment"). Further, any example language or agreements offered in

connection with the Services (e.g., example confidentiality agreements or terms for visitors) are provided solely as examples for informational purposes; Customer is solely responsible for ensuring that any language or agreement it deploys in connection with the Service is appropriately customized and fit for Customer's purposes. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords and files.

3. PAYMENT OF FEES

3.1 Customer will pay Company all applicable Services fees (as described in the Services) (the "Fees"). If Customer's use of the Services exceeds the applicable service capacity (as described in the Services) or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Services term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

3.2 Prior to the commencement of paid Services, Customer shall provide Company all relevant information regarding Customer's credit card or other payment instrument. Customer represents and warrants to Company that such information is true and that Customer is authorized to use such payment instrument. Customer will promptly update its account information with any changes (for example, a change in Customer billing address or credit card expiration date) that may occur. Customer hereby authorizes Company to bill Customer's payment instrument in advance on a periodic basis in accordance with the terms described in the Service, and Customer further agrees to pay any charges so incurred. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4. TERMINATION

4.1 Subject to earlier termination as provided herein, this Agreement is for the initial Services term as specified in connection with the sign-up process for the Services (collectively, the "Term").

4.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon five (5) days' notice (or without notice in the case of nonpayment or violation of Sections 2.2 or 2.3), if the other party materially breaches any of term of this Agreement. Either party may also terminate this Agreement for any reason upon thirty (30) days' prior written notice. Customer will pay in full for the Services up to and including the last day on which the Services are provided, and any pre-paid Fees are non-refundable (except for early termination by Company for convenience if undelivered Services were prepaid). Upon Customer's request made within 30 days after the effective date of termination or expiration of this Agreement, Company will make Customer Data available for export or download. After that 30-day period, Company will have no obligation to maintain or provide Customer Data, and will thereafter delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited. Sections 2.2, 3, 4.2 and 5-9 shall survive termination of this Agreement.

5. CONFIDENTIALITY

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating

to the Disclosing Party's business ("Proprietary Information"). Proprietary Information of Customer includes data and information regarding visitors to Customer's premises that is collected and stored using the Service ("Customer Data"). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Services and any Software. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without fault of the Receiving Party, (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed or obtained without use of any Proprietary Information of the Disclosing Party or (e) is required by law to be disclosed. Notwithstanding the foregoing, Company shall have the right collect and analyze data and other information relating to the use and performance of the Services and related technologies, and Company will be free to use such information to improve the Services and disclose it solely in aggregate or de-identified forms in connection with its business. This Agreement is a public record.

6. WARRANTIES; DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner, which minimizes errors, and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS, REPRESENTATIVES AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFIT) OR FOR LOSS OR CORRUPTION OF DATA; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GOVERNMENT MATTERS

Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States or any foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are

"commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company shall have the right to factually list Customer as a customer of the Services on its website and marketing materials using Customer's logo. Neither party may assign this Agreement without the other party's consent, except to a successor to all or substantially all of such party's assets or business. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e- mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Ohio without regard to its conflict of laws provisions.

Contact Information

If you have any questions or comments about our Terms of Service as outlined above, you can contact us at:

Visitu LLC
135 Symmes Ave
P.O. Box 382
North Bend OH 45052
sales@visitu.com

VISITU PRIVACY POLICY v2.1-4.1.2019-mod

Visitu LLC ("Visitu", "we", "us" and/or "our") is committed to your privacy. This privacy policy applies to all Visitu platforms including the website, customer portal, Visitu iPad application, and mobile application available for end users.

Visitu enables our Customers to decide which data is integrated with and shared on our platforms. Our Customers are responsible for data shared with Visitu platforms. Our end users may also choose to share Personal Data (personally identifiable data).

This Site is operated by Visitu and has been created to provide information about Visitu and the Visitu visitor registration services we provide to our customers ("Services") to our Site visitors ("you", "your"). This Privacy Policy sets forth Visitu's policy with respect to information including personally identifiable data ("Personal Data") and other information that is collected from visitors to the Site.

We commit to transparency in our data collection and use practices.

1. How we collect and use information

We collect the following types of information:

Information about campus

We ask for specific identification information when a Customer engages Visitu. This may include user information, phone numbers, email address, message content, passwords, drivers license or ID data, and relevant Customer data. We use and often retain this information to communicate with and support our Customers, Users, and maintain or improve any Visitu platform.

User Data

Visitu will have access to Personal Data that is provided by the Customer, parent, guardian, student, visitor or other Users of our Platforms. The type of data collected will vary based upon the use by our Customers including but not limited to face scan, ID scan, date of birth, phone number, SMS, email, and other personal information.

We consider User Data to be confidential and do not use such data for any purpose other than to provide and improve the services to our Customers and Users. Our collection, use, and disclosure of User Data is governed by our Terms of Use and other agreements we sign with our Customers as well as applicable state and federal laws.

Information automatically collected

Visitu uses tracking technologies including cookies and other tracking technologies to identify your devices such as software version, IP address, location data, platform type, phone number, device type, time stamps, and unique ID's. This data allows us to evaluate how you use our Platforms and interact with Visitu representatives.

2. How we Share your Information

Visitu does not rent or sell information for marketing purposes and we will never share or sell Student data with third parties for marketing purposes or targeting.

Who we may share information with:

- We share information within the Service as needed to perform the Service and or at the direction of the Customer. Sharing is dependent on the settings and functionality selected by the Customer.
- We may share information with our trusted third-party service providers who perform technology services on our behalf, but strictly for the purpose of carrying out their work for us. Such partners are subject to confidentiality and data security requirements.
- We may be required to share information with law enforcement or other parties when so ordered by a court or other legal process, or if we believe in good faith that immediate disclosure is necessary to protect the safety of users.
- We may share aggregated or anonymous data that does not identify any user or Customer.

How User data may be shared:

- In addition to other statements in this document, Visitu may facilitate sharing if so instructed and authorized to do so by a Customer. Our Service enables interactions with various parties and stakeholders for the benefit of a Customer. Customers should carefully review the privacy practices of each third-party application before agreeing to integrate with or share data.

Visitu stores data in the United States, unless otherwise noted for an international client or platform. We invest in data security and safety.

3. How we Store and Protect Information

Storage and processing:

Information collected through the Service is stored and processed in the United States. If you use our service outside of the United States, you consent to have your data transferred to the United States.

Keeping Information Safe:

Access to information is limited to those employees who require it to perform their job. Visitu maintains administrative and technical procedures to protect information stored on our platforms. We encourage Customers to maintain strong passwords and credential management when interacting with our platforms.

Children's Privacy:

Visitu does not knowingly collect any information from children until a Customer (ex: School) has obtained appropriate consent for the child to use the Service. Because Visitu relies on our Customers to manage notification and consent of their user data, we rely on them to provide appropriate notice and management of consent.

Links to Other Websites

This Privacy Policy applies only to the Site. The Site or Services may contain links to other websites not operated or controlled by Visitu. The policies and procedures we described here do not apply to the third party sites or services. Any links do not imply that Visitu endorses or has reviewed third party sites or services. We suggest contacting those sites directly for information on their privacy policies.

Changes to Visitu's Privacy Policy

~~Our business may change from time to time. As a result, at times it may be necessary for~~ Visitu to make changes to this Privacy Policy. Please review this policy periodically, and especially before you provide any Personal Data. This Privacy Policy was last updated on the date indicated below.

This privacy policy was last modified on August 4, 2021 and an effective date of August 4, 2021 for Customer.



Administrative Offices

524 Broad Street, Wadsworth, Ohio 44281

Phone: 330-336-3571, Fax: 330-335-1313

August 9, 2021

Major Tara Harrison
The Salvation Army
P.O. Box 300
Wadsworth, Ohio 44282

Dear Major Harrison:

We are pleased to assist The Salvation Army by providing temporary space for your offices and programs. Per our discussion, our Board of Education has agreed to provide, rent-free, space at the Charles R. Parsons Administration Building for one year, commencing June 16, 2021 through June 15, 2022. These are the building areas that you will be permitted to use:

- One (1) classroom at the north end of the building
- Playground and green space immediately north of the building
- Designated parking, to be determined by us

The Salvation Army will be responsible:

- To provide cleaning and utility assistance
- To assume any phone charges/mail procedures and to cover any additional costs of operational or capital expenses. Please refer to our [Facility Use and Rental Information document](#) (available from *Important Links* at the bottom of our district webpage). At the bottom of the document, a link is provided to an [online rental form](#), which we ask that you complete and submit. Please advise if clarification is needed for any of these areas or if you believe we have omitted anything.

Sincerely,

A black rectangular box redacting the signature of Andrew J. Hill.

Andrew J. Hill, Ed.D.
Superintendent