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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

THURSDAY, SEPTEMBER 29, 5:00 P.M.

WHS MEDIA CENTER (625 BROAD STREET)

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Regular Stated Meeting Minutes**
- V. [Public Participation](#)**
- VI. Administrative Items**
 - A. Action Consent Items
 - 1. Recommendation to approve the Group Sales Agreement between Great Wolf Lodge Cincinnati/Mason and the Wadsworth City School District Board of Education, effective September 22, 2022
 - 2. Recommendation to approve the American Power Service Company Field Services Terms and Conditions of Sale
 - 3. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education
 - 4. Recommendation to approve the Biblionasium Terms and Conditions and Privacy Policy
 - 5. Recommendation to approve the Bilingual Speech & Language Services Contract between Nydia A. Mendez, M.A., CCC-SLP and the Wadsworth City School District Board of Education

6. Recommendation to authorize the purchase of the house/property located at 234 Grandview Avenue for a price of \$135,000, effective September 28, 2022
7. Recommendation to approve the Wadsworth High School Choir overnight trip to Kings Island/Mason, Ohio on April 21-22, 2023

B. Personnel Consent Items

1. Resignations

- a) Barbara Skamer, Non-Teaching Employee, eff. 12/21/2022

2. Employments

a) Non-teaching Employees:

- (1) Brianna Crowley
- (2) Sage Gowdy, eff. 9/19/2022
- (3) Lauren Russell, eff. 9/16/2022

b) Certified Substitutes:

- (1) Meghan Barker, eff. 9/12/2022

c) Classified Substitutes

- (1) Barbara Skamer

d) Volunteers

- (1) Rachel Cavanaugh
- (2) Sherri Dahlem
- (3) Dana Day
- (4) Megan Dean
- (5) Nicole Donato
- (6) Amanda Fowler
- (7) Tracy Glass
- (8) Maren Hill
- (9) Scott Hulet
- (10) Laura Kerstetter
- (11) Lauren Kozak
- (12) Brooke Meisterics
- (13) Kristen Miller
- (14) Maddison Minica
- (15) Jessica Morgan
- (16) Jen Noll
- (17) Elizabeth Pogue
- (18) Holland Poole

- (19) Ashley Rediger
- (20) Debora Rians
- (21) Lisa Richardson
- (22) Sarah Ross
- (23) Regina Rowell
- (24) Kelly Rudolph
- (25) Bethany Wagoner
- (26) Jenna Williams
- (27) Shelley Willig
- (28) Michelle Wyand
- (29) John Yarman

e) Supplemental Contracts:

- (1) Jessica Ely, Crossing Guard Supervisor
- (2) David Gailey, Speech & Debate Asst. Coach (all Events), eff. 9/19/2022
- (3) Matt Hastings, O.J. Work Auditorium Manager
- (4) Chris Kallai, Additional Work Hrs. (not to exceed 21 hrs.)
- (5) James Noall, Varsity Softball Coach, eff. 9/14/2022
- (6) Matt Pavlak, Varsity Asst. Swim Coach (volunteer)

f) Stephanie Blaha, Performance Event Worker

g) Recommendation to recall Kathy Hilton, student attendant, 6.5 hours/school day, which is the equivalent to the 2021-2022 position from which she was reduced on July 8, 2022, effective August 17, 2022

VII. Items of the Treasurer

A. Action Consent Items

- 1. Recommendation to approve the Fiscal Year 2023 Amended Certificate of Estimated Resources
- 2. Recommendation to approve the Fiscal Year 2023 Permanent Appropriations Resolution

VIII. Items of the Board

- 1. Review 2021-2022 Board of Education Goals
- 2. Set 2022-2023 Board of Education Goals

IX. 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 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 E as listed above.

X. 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
September 29, 2022**

Agenda Detail Sheet

VI. Administrative Items

A. Action Consent Items

- 1. Great Wolf Lodge Sales Agreement:** The Group Sales Agreement between Great Wolf Lodge Cincinnati/Mason and the Wadsworth City School District Board of Education, effective September 22, 2022, being recommended for approval is necessary for members of our high school choir, who will be performing in the Music in the Parks competition at Kings Island on April 21-22, 2023.
- 2. American Power Service Company Field Services Terms and Conditions of Sale:** The American Power Service Company Field Services Terms and Conditions of Sale being recommended for approval will allow our school district to utilize the services of the American Power Service Company to fix electrical issues within our school buildings.
- 3. WEA Memorandum of Understanding:** The Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval details the payment arrangement for hours completed by Mr. Chris Kallai outside of the 2022-2023 contract year. The work was necessary to begin the carpentry house project.
- 4. Biblionasium Terms and Conditions and Privacy Policy:** The Biblionasium Terms and Conditions and Privacy Policy being recommended for approval will allow teachers in our school district to use the [Biblionasium program](#).

B. Personnel Consent Items

2. Employments

a) Non-teaching Employees:

- (1) Briana Crowley:** Ms. Crowley is being recommended to fill the Student Attendant float position that was left open when Ms. Tonya Hagenbaugh moved to another position within the district.

(2) Sage Gowdy: Ms. Gowdy is being recommended to fill the Student Attendant float position that was left open when Ms. Melinda Wagner moved to another position within the district.

(3) Lauren Russell: Ms. Russell is being recommended to fill the Sacred Heart Cafeteria Helper position that was left open when Ms. Heather Lawrence moved to another position within the district.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

The Wadsworth City Board of Education met in Regular Session on Monday, September 12, 2022, at 7:00 P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, McComas, Kramer, Stevens
Absent	0
Administrators	13
Staff	3
Visitors	55

Student Liaison: Colin Moore

22-09-92 APPROVAL OF BOARD MINUTES

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

Special Meeting August 25, 2022

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

Motion Carried,

STUDENT/STAFF RECOGNITION

A. September Students of the Month

Student	Grade	School
Milania Cotrufo	4	Franklin Elementary
Sophie Manos	4	Isham Elementary
Rosie Eberhardt	4	Lincoln Elementary
Virginia Russell	4	Overlook Elementary
Mya Sandstrom	4	Valley View Elementary
Tyler Lane	6	Central Intermediate
Savannah Blizzard	8	WMS
Conner Filbert	12	WHS Careet Technical
Dylan Currens	12	WHS

B. City of Wadsworth Safety Forces

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Special Board of Education meeting was set for Thursday, September 29, 2022, at 5:00 p.m., to set goals for the 2022-2023 school year, adopt the FY 2023 Certificate of Revenue, and to set FY 2023 Permanent Appropriations.
- B. Carpentry Textbook, *Modern Carpentry* 13th Edition, being considered for future adoption, starting in the 2023-2024 school year, will be available for review and an opportunity for community members to provide feedback in the Charles R. Parsons Administration Building PD Room B from 7:00 a.m. to 4:00 p.m., Monday through Friday, September 13 through October 7, 2022.
- C. The Wadsworth City School District Board of Education's Mental Health Committee will meet on Thursday, September 15, at 4:00 p.m. in the WHS Media Center (625 Broad Street).

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

22-09-93 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Stevens**, to adopt the Personnel Consent Items from the September 12, 2022, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations

- | | | | |
|----|-------------------|------------------------------|-------------------|
| a) | Karen Beavers | Certified Teacher | (retire 06/01/23) |
| b) | Dominic Borsani | Varsity Asst. Football Coach | (suppl. 09/01/22) |
| c) | Amy Cortell | Reserve Volleyball Coach | (suppl. 07/18/22) |
| d) | Kenda Doyle | Certified Teacher | (retire 12/01/22) |
| e) | Michelle Gelitz | | (eff. 10/13/22) |
| f) | Jennifer Michaels | Certified Teacher | (eff. 09/13/22) |

2. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2022-2023 school year, with a license effective date of July 1, 2022, if he/she does not already have the said license.)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

a) Non-Teaching Employees:

Marjorie Fox	(eff. 09/09/22)
Jamee Porchowsky	(eff. 09/06/22)

b) Classified Substitutes:

Peggy Bower
Tiffany Hoesel
Zane Morris

c) Supplemental Contracts:

Donna Adams	RTI Member (WMS)
Vicky Albanese	RTI Member (WMS)
Kevin Auerbach	Science/STEM Club (FR)
Jennifer Balogh	RTI Member (WMS)
Rich Berlin	Student of the Month (WHS)
Laura Boyert	RTI Member (WMS)
Amy Cortell	9th Grade Volleyball Coach
Mary Linn	Student Council (FR)
Jen Manos	RTI Member (WMS)
Gretchen Pappas	RTI Chair (WMS)
Tallie Paz	Excess Hours (Addl. 18.5 hrs.)
Caren Schrubb	RTI Member (WMS)
Steven Uhl	Gr. 7 Boys Asst. Basketball Coach (Vol.)

d) Volunteers:

Melissa Amick	Teresa Caldwell
Kelly Archinal	Amy Casey
Jennifer Asente	Angela Clark
Mindie Bailey	Natalie Clark
Marjory Barker	Crystal Coffman
Nichole Bart	Donna Cox
Jessica Bird	Jessica Cunningham
Courtne Blatter	Hilary Derr
Rebecca Buescher	Vince Desjardins
Rachel Burger	Amy Dooley

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

Laurie Doran
Sherrill Dragovich
Amy Fleck
Steve Fleck
Nicole Frase
Donna Gnatowski
Kristen Gordon
Jennifer Griest Hayes
Roger Havens
Christine Hunter
April Jira
Elizabeth Jorgenserr
Amanda Kitzmiller
Jennifer Lau
Kimberly Laurene
Anthony Laurene
Nikki Madachik
Sara Mahoney
Abby Martin
Katherine McKenzie
Lisa Moore
Shauna Morrison
Jill Munyon
Frances Orendas

Ihesha Packer
Stephanie Profio-Miller
Melanie Raines
Laura Reeves
Crystal Rogers
James Rogers
Tiffany Rybak
Lorie Saiben
Shannon Shaffer
Jerri Shultz
Joanna Simmons
Jenni Stallard
Lindsey Stone
Julie Tenney
Christi Urbanek
Melissa Wagner
Cliff Wallace
Melissa Watts
Jessica Widmer
Samantha Wiggins
Amanda Yoak
Lauren Klancer
Cathryn Shaffer
Betsy Virkler

e) WHS Formal Dance Monitors (\$50)

Dave Derrig
Danielle Francis
Danielle Gaugler
Zachary Humrichouser
Kelly Gnap
Melissa Kinseher
Jackie Knorr
Debbie Lake
Tina Vukovic

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

22-09-94 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **McComas**, to adopt the Action Consent Items from the September 12, 2022, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve an overnight trip for the Varsity Boys' and Girls' Cross Country teams to Centerville, OH, leaving October 1 and returning October 2, 2022.
2. Recommendation to declare the following students impractical to transport due to the small number of pupils to be transported to each location, enabling their parents/guardians to apply for state reimbursement for the 2022-2023 school year:
 - a) Ava Berger St. Hilary
 - b) Liam Barger Archbishop Hoban HS
 - c) John Olszewski St. Hilary
 - d) Joseph Olszewski St. Hilary
3. Recommendation to accept the following donations:
 - a) A-1 Sports \$ 400.00
 - b) Overlook PTO \$ 1,017.26
 - c) All-Sports Boosters \$12,352.37
 - d) Gojo Industries Purell Hand Sanitizer (valued at \$1,430.00)
 - e) Medina County Agricultural Society
Medina County Fair \$ 500.00
4. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Board of Education and the Wadsworth Education Association: **(ATTACHED)**
 - a) Kindergarten Work Year for the 2022-2023 School Year
 - b) High School Volleyball Coach
 - c) Opportunity School Coordinator Extended Hours

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

5. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education policy revisions:
 - a) 1617 Weapons (new)
 - b) 2220 Adoption of Courses of Study (rev.)
 - c) 2280 Preschool Program (rev.)
 - d) 2413 Career Counseling (rev.)
 - e) 2430 District-Sponsored Clubs and Activities (rev.)
 - f) 2431 Interscholastic Athletics (rev.)
 - g) 3120.08 Employment of Personnel for Co-Curricular/
Extra-Curricular Activities (rev.)
 - h) 3217 Weapons (rev.)
 - i) 4217 Weapons (rev.)
 - j) 5111 Eligibility of Resident/Nonresident Students (rev.)
 - k) 5335 Care of Students with Chronic Health Conditions (rev.)
 - l) 5336 Care of Students with Diabetes (rev.)
 - m) 5460.01 Diploma Deferral (rev.)
 - n) 7217 Weapons (rev.)
 - o) 7440 Facility Security (rev.)
 - p) 8320 Personnel Files (rev.)
 - q) 8330 Student Records (rev.)
 - r) 8600 Transportation (rev.)
6. Recommendation to readopt Wadsworth City School District Board of Education Policy 2261.01.
7. Recommendation to approve the Preventive Service & Maintenance Agreement between Comfort Systems USA and the Wadsworth City School District Board of Education for the period of January 1, 2023 through December 31, 2023. **(ATTACHED)**
8. Recommendation to accept the Sustainability Award of \$10,000 from the SME Education Foundation.
9. Recommendation to approve the Business Agreement between Nightfall Entertainment, LLC and the Wadsworth City School District Board of Education. **(ATTACHED)**
10. Recommendation to approve the Contract between MindWise Innovations and the Wadsworth City School District Board of Education for the period of September 29, 2022 through September 28, 2023. **(ATTACHED)**

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

11. Recommendation to approve the Relevant Speakers Network Personal Appearance Contract between the Student Impact Initiative, DBA Relevant Speakers Network, and the Wadsworth City School District Board of Education. **(ATTACHED)**
12. Recommendation to approve the Student Terms and Conditions and Privacy Policy. **(ATTACHED)**
13. Recommendation to approve the Vocational Training Services Agreement between Onebridge Support Services and the Wadsworth City School District Board of Education for the period of September 6, 2022 through May 26, 2023. **(ATTACHED)**
14. Recommendation to approve the General Terms and Commitments for Participation in the ENERGY STAR Program and for the Use of ENERGY STAR Marks. **(ATTACHED)**
15. Recommendation to add Digital Design 2 to the course offerings at Wadsworth High School, beginning in the 2023-2024 school year.
16. Recommendation to change the name of the current Wadsworth High School math class Quantitative Reasoning to Advanced Quantitative Reasoning (eff. 2022-2023 school year).
17. Recommendation to allow Joey and Mark Eaton to finish their senior year at Wadsworth High School, per ORC 3313.64 F(10).
18. Recommendation to approve the Contract between the Galaxy Restaurant & Banquet Center and the Wadsworth City School District Board of Education for May 13, 2023. **(ATTACHED)**
19. Recommendation to approve the Agreement between Sacred Heart of Jesus School and the Wadsworth City School District Board of Education for the period of August 15, 2022 through May 26, 2023. **(ATTACHED)**
20. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. between the Wooster City School District Board of Education and the Wadsworth City School District Board of Education for the 2022-2023 school year. **(ATTACHED)**
21. Recommendation to approve an overnight field trip for members of the WHS Choir to Kings Island (Mason, OH) on April 21-22, 2023.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

22. Recommendation to approve the following Compact class fees for the 2022-2023 school year:
- | | | |
|----|----------|----------------------------------|
| a) | \$172.92 | Diversified Medical Technology I |
| b) | \$ 25.00 | EDT I |
| c) | \$ 25.00 | EDT II |
| d) | \$ 15.00 | Practical Living |
| e) | \$ 15.00 | Nutrition & Wellness |
23. Recommendation to approve the Contract between Williams on the Lake and the Wadsworth City School District Board of Education.
24. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) between the Norwayne Local Board of Education and the Wadsworth City Schools Board of Education for the 2022-2023 school year. **(ATTACHED)**
25. Recommendation to approve an Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. between the Rittman Exempted Village Board of Education and the Wadsworth City Schools Board of Education for the 2022-2023 school year. **(ATTACHED)**
26. Recommendation to approve an Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(D) between the Rittman Exempted Village Board of Education and the Wadsworth City Schools Board of Education for the 2022-2023 school year. **(ATTACHED)**
27. Recommendation to approve the OHSAА Tournament Site Availability Agreement between the Ohio High School Athletic Association and the Wadsworth City School Board of Education for the 2022-2023 school year. **(ATTACHED)**
28. Recommendation to approve the District Site Contract between the Ohio High School Athletic Association and the Wadsworth City School Board of Education September 12, 2022 BOE Agenda Addendum Page 1. **(ATTACHED)**
29. Recommendation to approve the Akron Design & Costume Company Costume Rental Contract Terms and Conditions. **(ATTACHED)**
- VOTE:** Yea – Kramer, Stevens, Batey, Gordon, McComas
Nay – None
- Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

22-09-95 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **McComas**, to adopt the Personnel Item from the September 12, 2022, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

1. Justin Todd Excess Hours, up to 140 hrs. (suppl.)

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

Motion Carried,

ITEMS OF THE TREASURER

22-09-96 Upon the recommendation of Treasurer Beeman, the motion was made by **Batey**, seconded by **Stevens**, to adopt the Action Consent Items of the Treasurer from the September 12, 2022, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

1. Recommendation to accept the August 2022 financial reports as presented and subject to audit.

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

Motion Carried,

LEGISLATIVE UPDATE

KRAMER: H.B. 100 – Schools are unable to host charity raffles.
Biden Administration has made efforts to support schools and the national teacher shortage.
Nexus Pipeline – Lorain County has appealed to the Ohio Board of Tax Appeals.

BOARD MEMBER ITEMS

22-09-97 The motion was made by **McComas**, seconded by **Batey**, to approve an Addendum to the Contract dated August 10, 2020, between the Wadsworth City School District Board of Education and Douglas D. Beeman, Treasurer.

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

22-09-98 The motion was made by **Stevens**, seconded by **Batey**, to approve an Addendum to the Contract dated February 8, 2021, between the Wadsworth City School District Board of Education and Dr. Andrew Hill, Superintendent.

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

Motion Carried,

COLIN

MOORE: Updated the Board on current win/loss records of the fall sports teams. Thanked the parents and volunteers that have assisted with fall events. Announced this Friday is Youth Football and Cheer Night as well as Middle School Band Night. The WHS Choir concert will be held on October 13. Said two drama performances are currently in production. Stated the WHS band participated in the Medina Band show last Saturday and will participate in the Massillon Band show this Saturday. Diversity Inclusion Book Club and the Environmental Club are both starting at WHS.

JULIE

BATEY: Encouraged parents and guardians to get involved in their PTO groups. Announced the Board will be planning their monthly staff lunches soon.

LINDA

KRAMER: Congratulated Colin Moore for being the WHS Marching Band Drum Major. Announced that on October 5 the OSBA fall meeting will be held at the Galaxy in Wadsworth. Stated that last Saturday was the WHS Sports Hall of Fame dinner and congratulated all of the inductees. Recognized the WHS wrestlers that participated in the Fargo ND Wrestling Tournament this past summer.

GARY

McCOMAS: Welcomed back to all staff and students. Wished everyone a wonderful school year.

JILL

STEVENS: Commended Colin for his great WHS update. Thanked Dr. Hill for the safety forces presentation and the principals for recognizing the Students of the Month.

AMANDA

GORDON: Enjoyed seeing the spirit in our schools via the newsletters and at athletic events. Recognized the Lincoln character trait being "Respect." Applauded the WHS Band for their performance at Medina. Recognized Dr. Hill for his performance this past Saturday at the Rumble in the Alley.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

EXECUTIVE SESSION

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

- A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. *Employment***
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested).
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. *Matters required to be kept confidential by Federal law or rules or State statutes.***
- F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

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

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: September 12, 2022

EXECUTIVE SESSION

22-09-99 The motion was made by **Kramer**, seconded by **McComas**, to enter Executive Session at **7:55** p.m.

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

Motion Carried,

EXECUTIVE SESSION recessed at **9:53** p.m.

ADJOURNMENT

22-09-100 The motion was made by **Kramer**, seconded by **McComas**, to adjourn at **9:53** p.m.

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

Motion Carried,

(Signed) _____
Amanda Gordon, President

(Attested) _____
Douglas D. Beeman, Treasurer

GROUPS MEETINGS

by Great Wolf Lodge

September 20, 2022

Dr. Andy Hill/Kalyn Davis
Wadsworth City Schools
625 Broad Street
Wadsworth, OH 44281

RE: Wadsworth High School

04-21-2023 / 04-22-2023

On behalf of the staff and management at Great Wolf Lodge Cincinnati/Mason we look forward to the opportunity to host the Wadsworth High School.

Enclosed for your review and signature is the contractual agreement we discussed. Please review it carefully, and if everything meets with your approval, please electronically sign by **9/20/2022**. If any changes are required to the agreement, please communicate with me directly and I will review and resend the updated agreement for your signature. A copy of the signed agreement will be returned to you for your records. At that time your meeting will be entered into our books on a definite basis.

Thank you for choosing Great Wolf Lodge Cincinnati/Mason. Our staff and management are prepared to offer your guests excellent service. We are confident your program will be a complete success, and we look forward to welcoming you and your attendees to Great Wolf Lodge.

At your service,

Tracy Ernst
Sales Manager

GROUPS MEETINGS

by Great Wolf Lodge

GROUP SALES AGREEMENT

This Group Sales Agreement ("Agreement") is made and entered into as of September 20, 2022 by and between **GWR Op Lessee OH, LLC dba Great Wolf Lodge Cincinnati/Mason** ("Hotel") and the organization referenced below ("Group"). This Agreement is specifically subject to the Group Sales Contract Standard Terms and Conditions (attached as Exhibit A hereto and incorporated by reference).

Section I: Description of the Event

Organization: Wadsworth City Schools

Name: Dr. Andy Hill

Job Title: Superintendent

Street Address: 625 Broad Street

City, State, Zip: Wadsworth, OH 44281

Phone Number: 330-335-1400 X 21802

Email Address: ahill@wadsworthschools.org

Name of Event: Wadsworth High School

Event Dates: 04-21-2023 to 04-22-2023

Signing Authority: The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement. Group may designate other individuals in writing:

Name:

Name:

Section II: Group Room Reservations

2.1 Room Blocks. Upon execution of this Agreement, Hotel agrees that it will hold the following block of rooms at the rate shown below for Group's use. Unless otherwise indicated in writing, Hotel does not guarantee any particular rooms or any specific proximity of rooms in relation to one another. **Check-in time is at 4:00pm and check-out time is at 11:00am, each in local time.** Guests arriving prior to check-in time may be assigned rooms as they become available.

(MASOOH) MASON FAMILY RESORTS LLC				
Day	Date	Loft Fireplace Suite - 2 queen beds, a semi-private living area, a full size sofa sleeper, and corner gas fireplace. Upstairs in the loft is another queen bed and an additional half-bath. This suite includes 3 TV's. Suite comes with microwave, mini fridge, coffee maker, hair dryer. Base occupancy 6 Max occupancy 8	Total Rooms	
Friday	04-21-23	10	\$409	10

(MASOOH) MASON FAMILY RESORTS LLC				
Day	Date	Loft Fireplace Suite - 2 queen beds, a semi-private living area, a full size sofa sleeper, and corner gas fireplace. Upstairs in the loft is another queen bed and an additional half-bath. This suite includes 3 TV's. Suite comes with microwave, mini fridge, coffee maker, hair dryer. Base occupancy 6 Max occupancy 8	Total Rooms	
Friday	04-21-23	5	\$449	5

(MASOOH) MASON FAMILY RESORTS LLC				
Day	Date	King Suites - Base occupancy 4 Max occupancy 4	Total Rooms	
Friday	04-21-23	3	\$319	2

Total rooms contracted: 18

Room and tax shall be paid by Group either by pre-payment or Master Account, as specified below in Section Four.

The above room rates are based on the maximum occupancy based on each room type and are not subject to the additional persons' fee of \$50.00 per room, per night.

Waterpark hours vary by season and are subject to change. Check with your Sales Manager 30 days prior to arrival for operating hours during your stay.

2.2 Resort Fee.

Great Wolf Lodge charges a daily fee of \$39.99 on all occupied rooms which enables us to provide services to our guests that, in the past, may have carried a separate charge. The resort fee at Great Wolf Lodge includes services or amenities designed to provide guests with enhanced experiences and additional conveniences, along with included amenities that would incur an additional charge at other resorts. Services covered by our resort fee include complimentary parking, complimentary fitness center access, water park amenities like life jackets and towels, resort-wide complimentary wireless internet including meeting space, virtual concierge service, and in-room amenities such as a coffee maker and mini-fridge.

2.3 Taxes. Hotel room rates and resort fee are subject to applicable guest tax, occupancy tax, and state and local taxes, subject to change from time to time in accordance with applicable law.

Tax-Exempt Groups. Groups requesting tax exemption must submit a valid tax-exempt certificate at least thirty (30) days prior to their scheduled function.

2.4 Method of Reservation. Group shall submit a rooming list to Hotel by **03-21-2023**. This list must include Group's name, contact, and best contact number, names for each guest occupying the rooms, the type of suite (if applicable), and check-in and check-out dates for each room. Group must promptly submit any changes to the rooming list whether before or during stay. Hotel will charge Group the first night rate for each room plus tax for any rooms canceled within 72 hours of check-in, and for any rooms not checked-in by 6pm on the arrival date. This charge is in addition to any cancellation or attrition charges owed by Group under this Agreement.

Section IV: Minimum Revenue, Attrition, Payment Method & Schedule, Cancellation

4.1 Minimum Revenue. This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage, and charges for ancillary services. The Hotel is relying upon the agreed revenue outlined within this agreement. Group agrees that a loss will be incurred by Hotel if there is a reduction in the number of functions, commitments, and other services contemplated in this Agreement. The minimum revenue anticipated by both parties under this agreement (excluding taxes and fees) is as follows.

Total Minimum Revenue	\$7,292
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4.2 Rooms Attrition. Hotel is relying on Group to satisfy its commitment to the Group Room Reservations identified herein. Group agrees that a loss will be incurred by Hotel should there be a reduction greater than ten percent (10%) in total room nights used. Should the room nights actually used by Group be less than ninety percent (90%) of the total room nights, Group agrees to pay, as liquidated damages and not as a penalty, the difference between ninety percent (90%) of the total room nights and Group's actual usage of rooms, multiplied by the average group rate plus any applicable taxes.

4.3 Method of Payment; Deposit.

4.3.1 Deposit. Group must pay Hotel a non-refundable deposit as provided below in order to guarantee a hold on the room block and/or meeting space. If Deposit is not received with the contract, Hotel will not be required to hold the room block or meeting space requested by Group, but Group is still liable for all of its obligations under this Agreement, specifically including without limitation, attrition and cancellation charges. Deposits will be paid in accordance with the following schedule.

Payment Type	Payment Date	Payment Amount
Final	14 Days Prior to Arrival	Remaining Balance (to include all taxes, service charge and any remaining function charges over minimum requirement)

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4.3.2 Credit Cards. Group must electronically complete the Credit Card Authorization link with this signed Agreement. The credit card indicated will be charged for any deposit, cancellation, and attrition, as well as any payment remaining due and unpaid. Full payment is due no less than fourteen (14) days prior to Program Dates. Additional charges incurred by Group will be charged to the credit card for payment of the Master Account following the Program Dates.

4.3.3 Check Payment. If paying by company or organization check, certified check, or money orders, payment in full for all estimated charges must be received no less than thirty (30) days prior to check-in. **NO PERSONAL CHECKS ACCEPTED.** Checks of any nature used for payment must have the name of the Group and the date of arrival on the check to be accepted.

4.3.4 Incidentals. Incidental expenses of Group members will be the responsibility of Individual. If Group is responsible for incidental expenses, Group will prepay all such estimated expenses as set forth in Section 4.2 above, or shall be billed to the Master Account. If the individual guests are responsible for incidental expenses, the guest will leave a valid credit card or a cash deposit in an amount determined by Hotel at the time of check-in. Group must inform its members of this requirement.

4.4 Cancellation.

Group is responsible for payment of guest accommodations through a master account. Any attrition or cancellation charges will also be charged to such master account.

4.4.1 Cancellation by Group. Group acknowledges that the rates offered by Hotel are based in part upon the total anticipated revenue contemplated by this Agreement, inclusive of guest rooms, meeting space, catering, and ancillary on-site revenue. The Group agrees and understands that in the event of a cancellation by Group, Hotel's actual damages would be difficult to determine. Therefore, Group agrees to pay liquidated damages to Hotel for cancellation, calculated pursuant to the chart below, as a percentage of the Total Minimum Revenue included above, or as otherwise increased exhibited by written communications between the parties following signing of this Agreement ("Anticipated Revenue").

Date of Cancellation Notice	Amount of Liquidated Damages Due
0-60 Days Prior to Arrival Date	100% of Anticipated Revenue
61-90 Days Prior to Arrival Date	85% of Anticipated Revenue

91-180 Days Prior to Arrival Date	65% of Anticipated Revenue
> 180 Days Prior to Arrival Date	50% of Anticipated Revenue

4.4.2

Cancellation by Hotel. In the event Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, unless due to Force Majeure, Hotel will assist Group in finding other accommodations and space at comparable prices, and shall provide, without additional charge to Group, transportation between the alternative site and Hotel. Hotel will immediately refund any deposits received from the Group if Hotel is no longer being used by Group. Hotel's liability is limited to these remedies and Hotel will not be liable for any consequential, punitive, or special damages.

Section V: Miscellaneous

5.1 Great Wolf Lodge. Group acknowledges Hotel is a publicly accessible accommodation with a focus on family-friendly entertainment. Except as differently provided herein, Group agrees to comply with, and ensure its guests comply with, the Great Wolf Wristband Terms & Conditions available at www.greatwolf.com/terms, whether or not wristbands are used in the facility by guests, specifically including without limitation the requirements listed under the Improper Behavior subheading. Group acknowledges these requirements are required of all people, whether Group or transient guests, visiting Great Wolf Lodge.

5.2 Third Party Vendors. Group acknowledges no third party vendors may be used by Group related to the Program Dates unless otherwise agreed by Hotel in writing. Any permitted outside vendors shall undergo security screening required of all third party vendors entering Hotel property, as may be the case and subject to change from time to time.

* * * *

If this Agreement has not been received by Hotel with payment, Hotel may contract with other parties for use of the room block, meeting room, and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group and Hotel has not received Group's signed Agreement, Hotel will contact the Group, but makes no guarantee about the continued availability of the dates desired. Hotel maintains the right to contract with any party until a full executed Agreement exists between parties. **IN WITNESS WHEREOF**, Hotel and Group have executed this Agreement in a manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

**GWR Op Lessee OH, LLC dba Great Wolf Lodge
Cincinnati/Mason**

Name: Tracy Ernst

Title: Sales Manager
Wadsworth City Schools

Name (printed): Dr. Andy Hill

Title:

DIRECTOR OF SALES:

Exhibit A - Group Sales Contract Standard Terms and Conditions

- 1. General.** The use of Hotel's products and services by Group are expressly conditioned on acceptance by Group without modification of the terms, conditions, and notices contained herein. By signing the Group Sales Agreement, or by use of Hotel's products or services, Group agrees to be bound by all such terms, conditions and notices (collectively with the Group Sales Agreement, the "Agreement").
- 2. Definitions:**
 - a. "Affiliates" means any legal entity that owns, is owned by, directly or indirectly, controlled by, or a party to a license or brand agreement with, Hotel, where "control" means the beneficial ownership of at least 50% of the voting interests of an entity or the power to direct the management or affairs of such entity.
 - b. "Group" means that entity included in the Group Sales Agreement wishing to use Hotel rooms, catering, or other services/facilities.
 - c. "Group Sales Agreement" means that certain agreement executed by Group and Hotel related to the use of Hotels' services and/or facilities.
 - d. "Hotel" means that entity included in the Group Sales Agreement affiliated with Great Wolf Lodge.
- 3. Effective Date and Duration of the Agreement.** Subject to the termination provisions set forth herein, this agreement is effective as of the date the Group Sales Agreement was signed by Hotel and Group. The Agreement remains in effect until terminated in accordance with the provisions of this Agreement, or upon satisfaction of, and payment for, the services contemplated by the Group Sales Agreement.
- 4. Relationship of the Parties.** Each the Hotel and Group hereby acknowledge and agree the relationship between the parties shall be that of an independent contractor and nothing contained herein shall be construed or interpreted as creating any other relationship between the parties, including but not limited to, employer/employee, principal/agent, partnership, franchisor, or joint venture.
- 5. Payment.** Payment of all invoices is due upon receipt. Invoice remaining unpaid after thirty (30) days of the invoice date will incur an interest charge of eighteen percent (18%) per annum, or the highest amount otherwise allowed by law. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due will be deemed to be other than on account of the amount due, and shall not prejudice Hotel's ability to recover the balance of such amounts due. If the Master Account remains unpaid after sixty (60) days, in addition to other remedies, Hotel may, at its sole option and without penalty, elect to cancel subsequent and future arrangements, agreements, or functions at Hotel or at Hotel's Affiliates made by Group without penalty and with or without notice.
- 6. Right of Inspection/Entry.** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or property, or any activity which is otherwise generally accepted as non-family friendly in Hotel's sole discretion, Hotel has the right to immediately cancel the event, and in such case, Group and its guests and invitees must immediately vacate the meeting room premises.

- 7. Group's Property.** Hotel is not responsible for the safe-keeping of equipment, supplies, or any valuable items left in any meeting room, hotel, room, or public space. State laws govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group will provide security and assumes responsibility (including procuring sufficient insurance coverage) for any loss of property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in the Group Sales Agreement. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 8. Damages.** "Group agrees to be responsible for their actions."
- 9. Termination.** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose, nature of function or event, or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or in part, and Group will be liable for all payments due, including without limitation. Without limiting the generality of the foregoing, Hotel may terminate this Agreement and the Group Sales Agreement without penalty in the event Group, its officers, agents, employees, or representatives commits any act or does anything which tends to bring Group into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on Hotel or its Affiliates by virtue of holding Group's event at the Hotel.
- 10. Force Majeure.** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities to the Group, including Acts of God, war, insurrection, state or local government regulations, disaster declarations, strikes, civil disorder, curtailment of transportation facilities greater than 25%, or an epidemic or pandemic declared by the World Health Organization or Centers for Disease Control affecting the locality in which the Hotel facility exists. This Agreement may be terminated, without penalty or fee, for any one of the above reasons by written notice from Hotel. Without limiting the generality of the foregoing, Group acknowledges that certain outside forces or events may require reduced capacity or offerings by Hotel to ensure safety of Group, other transient guests, or the public, and Group shall comply with such safety rules and restrictions provided by Hotel from time to time.
- 11. Forum Selection; Attorneys' Fees.** This Agreement will be interpreted in accordance with the laws of the state in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. To the extent permitted by law, the parties hereby waive any right to a jury trial in any action or proceeding regarding this Agreement.
- 12. Entire Agreement.** This Agreement, along with the Group Sales Agreement and any attachments thereto, constitute the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by both parties. If handwritten changes are made to the Agreement or Group Sales Agreement, both parties must initial for it to be enforceable.
- 13. Miscellaneous.** The person signing the Group Sales Agreement for Hotel and Group each warrant they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement or the Group Sales Agreement that is deemed unenforceable will be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement or Group Sales Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well to comply with the provisions of this Agreement.
- 14. No Assignment.** Group may not assign or transfer this Agreement or the Group Sales Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option

of Hotel, be deemed to be a cancellation of this agreement by Group, in which case Group will

remain liable for any cancellation charges set forth therein.

APS

American Power Service
Company

Field Services TERMS AND CONDITIONS OF SALE

1. Terms and Conditions of Sale

a. APS (hereinafter called the Company) hereby gives notice of its objection to any different or additional terms and conditions contained in the Purchaser's purchase order or other document, except for any such terms and conditions as may be expressly accepted by it in writing.

b. Unless different or additional terms and conditions are stated or referred to in the Company quotation, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered, these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties.

2. Complete Agreement

The Purchase Order, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement between Buyer and Seller with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Seller's quotation is referred to herein, such quotation is incorporated in this Purchase Order only to the extent of specifying the nature or description of the services ordered, and then only to the extent such items are consistent with the other terms herein.

3. Terms of Payment

a. Unless stated otherwise in Company's Quote and or Quotation, the full invoice amount is due and payable within 30 days of invoice date or agreed upon discount terms such as 2% Net 10 or 1% Net 25 days.

b. All invoices submitted by the Company to Purchaser shall be paid as set forth above. In the event invoices are not paid within such terms of payment, interest shall be charged on each invoice at one and one half (1-1/2%) percent per month on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from either the date of receipt or invoice date (as set forth in 2.a. above) until the date paid.

c. The right of the Company to charge interest for late payment shall not be construed as a waiver of the Company's right to receive payment of invoices within the terms of payment identified in 2.a. above. ~~In the event that the Company incurs legal expense in enforcing its right to receive timely payment of invoices, Purchaser agrees to pay reasonable attorney's fees and other costs.~~

d. Invoices rendered by Company covering parts or service not in dispute, shall be paid by Purchaser regardless of disputes relating in other invoices or other delivered or undelivered service or parts, and as to such undisputed invoices and deliveries. ~~Purchaser waives the right to assert offset defenses or counter claims.~~

~~e. Any check or remittance received from or for the account of the Purchaser may be accepted and applied by Company against any indebtedness or obligation owing by Purchaser as shown by the books and records of Company without prejudice to or the discharge of the remainder of any such indebtedness or obligation regardless of any condition, promise, statement, legend or notation appearing on, referring to or accompanying such check or remittance.~~

4. Payment

a. If, in the opinion of the Company, the financial condition of the Purchaser at the time the equipment is ready for shipment does not justify the terms of payment specified, the Purchaser may be called upon, before shipment, to arrange terms of payment satisfactory to the Company.

b. In the event of the insolvency, bankruptcy or default of the Purchaser, the Company shall be entitled to cancel any outstanding contract, to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of equipment repaired or serviced under the contract until the charges for the service are paid. If the charges are not paid within ninety (90) days of completion of the work and invoicing the Purchaser, the Company shall be entitled to sell the equipment at a public or private sale, upon written notice to the Purchaser.

5. Quotations

Quotations are void unless accepted within thirty (30) days from the date thereof, unless otherwise stated, and in the meantime are subject to change upon notice. Orders made thereon are not binding until and unless accepted in writing by the Company. Stenographic and clerical errors are subject to correction.

6. Price Policy

~~Prices are subject to change without notice. Applicable price adjustment clause(s) will be stated at the time of quotation and will be included as part of the quotation.~~

7. Delivery - Risk of Loss

when proposed by the Purchaser. No delay.
All transportation costs shall be for the account of the Purchaser and shall be added to the invoice. The equipment sent to the Company for repair shall be delivered by Purchaser F.O.B. the Company's Service Center. Repaired equipment and other equipment or materials furnished by the Company shall be delivered to the Purchaser F.O.B. the Company's Service Center. Risk of loss of or damage to any material or equipment furnished by the Company under the contract shall pass to the Purchaser F.O.B. the Company's Service Center. Title to any material or equipment finished by the Company under the contract shall pass to Purchaser upon payment in full. Risk of loss or damage to the Purchaser's material or equipment shall be with the Purchaser at all times.

8. Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on its purchase order that an earlier shipment is not permissible, the Company reserves the right to ship prior to the contract shipping date.

9. Force Majeure

The Company shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Purchaser, embargo, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, unanticipated, hidden or concealed site conditions, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

10. Penalty Clauses

The Company will not accept any penalty or liquidated damage clauses of any kind, written or implied, or any liabilities arising from such clauses, unless specifically approved in writing by a duly authorized representative of the Company.

11. Warranty

a. The Company warrants, to the extent to which any of the same may be applicable, that (a) any replacement or other parts furnished by it, or any work done by it on the Purchaser's equipment or both shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the Purchaser shall be adequate for the work to be performed, and (c) the engineering services performed by it will be competent and any recommendations of its representatives shall reflect their good professional knowledge or judgment.

b. The Company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which may appear within a period of one (1) year after completion of the work, or shipment of the part. Such correction may, in the case of item (a) above, and at the election of the Company, be limited to the repair or replacement F.O.B. the Company's Service Center, of the defective part or parts furnished by it. In the case of any other breach of the foregoing warranty, the Company shall furnish engineering services or specialized tools, equipment and instruments, to the same extent as on the original work. It is understood and agreed that, unless otherwise agreed to in writing by the Company, the Company assumes no responsibility with respect to the suitability of the Purchaser's equipment or with respect to any latent defects in the same. In no event shall the Company be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit the Company to perform its warranty obligations, or transportation costs to and from the Company factory or repair facility, or for damage to equipment components or parts, resulting in whole or in part from improper maintenance or operation, or from their deteriorated condition. The condition of any tests shall be mutually agreed upon and the Company shall be notified of, and may be present at all tests that may be made.

c. The above warranties do not apply to products, which have a life, under normal use, inherently shorter than the one (1) year period indicated above. The Company, on products not manufactured by the Company, limits itself to extending the same warranty it receives from the supplier.

d. The Company warrants that any engineering studies performed by it will conform to good professional standards then existing at the time of performance. Any portion of the study, which does not so conform, shall be corrected by the Company upon notification in writing by the Purchaser within six (6) months after completion of the study.

9/24/22
PP - [unclear] [unclear]
e. All warranty work shall be performed on a single shift straight time basis, Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Purchaser's account.

f. These warranties shall not apply to any work which (i) has been improperly repaired or altered (other than by Company); (ii) has been subjected to misuse, negligence or accident; (iii) has been installed, commissioned and used in a manner contrary to Company's instructions; (iv) is comprised of materials provided or design stipulated by Purchaser; (v) is used equipment; (vi) has been damaged by or subjected to abrasion, corrosion, or chemicals and gasses due to the physical environment or other conditions exceeding those specified, including without limitation temperature or dirt.

g. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) ARE DISCLAIMED, EXCEPT WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT.

h. Correction of nonconformity's in the manner and for the period of time provided above shall be Purchaser's sole and exclusive remedy for any failure of Company to comply with its warranty.

12. Limitation of Liability

9/24/2020
MR
a. The Company, its contractors and suppliers, shall not be liable in contract, warranty, in tort (including negligence) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the Purchaser, or for any special, indirect, incidental, or consequential damages whatsoever.

b. The remedies of the Purchaser set forth herein are exclusive and the liability of the Company with respect to any contract, or anything done in connection therewith, shall not exceed the lesser of the purchase price or \$1,000,000.

13. Insurance

During the performance of the Work, the Company shall obtain and maintain the following insurance:

a. Workers' Compensation Insurance with a limit of \$1,000,000 and Employer's Liability Insurance as required by law;

b. Comprehensive General Liability Insurance with a limit of \$2,000,000 each occurrence/aggregate for bodily injuries and with a limit of \$2,000,000 each accident/aggregate for property damage.

c. Automobile Liability Insurance with a combined limit of \$1,000,000 bodily injury and property damage.

d. Excess Liability Insurance with a limit of \$5,000,000 each occurrence/aggregate

If Purchaser so requests, the Company shall furnish Purchaser with a certificate evidencing the foregoing coverage.

14. Returned Material

No material shall be returned without having secured written approval and terms for return from the Company. The return of all material including returnable shipping materials such as cable reels, end plates or covers, oil drums, gas bottles, etc. will not be permitted under any conditions without the Company's properly executed Returned Goods Authority Form. Materials returned without complete identification in accordance with Company's instructions or without charges prepaid will not be accepted. The Company reserves the right to refuse any material returned for credit. Materials returned and accepted will be subject to a minimum twenty (20%) percent restocking charge.

15. Termination

After acceptance by the Company, a purchase contract shall not be terminated, in whole or in part, by the Purchaser except by agreement in writing from the Company and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of ten (10%) percent of the contract price to compensate for indirect costs resulting from the termination.

16. Patents

Subject to Section 12.b., the Company will, at its own expense, defend any suit which may be brought against the Purchaser based on a claim that any apparatus or part furnished by the Company under contract constitutes an infringement of any United States letters patent (provided the Company is notified promptly of such suit and copies of all papers therein are delivered to the Company), and the Company agrees to pay all judgments and costs recovered in any such suit and to reimburse the Purchaser for costs or expenses incurred in the defense of any such claim or suit. In case said apparatus or any part is held to constitute infringement and the use of the apparatus or part is enjoined, the Company shall, at its own expense, either procure for the Purchaser the right to continue using the apparatus or part or replace with non-infringing apparatus, or modify it so it becomes non-infringing, or remove the apparatus and refund the purchase price and the transportation and installation cost thereof. The indemnity obligations of the Section shall not apply to (i) equipment or programming specified by the Purchaser, (ii) modification made to equipment by the Purchaser or at its request, or (iii) use of equipment in combination with other equipment not supplied or approved by the Company hereunder. The foregoing states the entire liability of the Company for patent infringement by apparatus or any part thereof.

17. Taxes

Prices quoted are exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless the customer has furnished an acceptable tax exemption certification from such tax prior to shipment.

18. General

a. All orders and contracts shall be construed and governed by the laws of the State of Ohio, except its conflicts of laws rule.

b. All orders or contracts may not be executed without the prior written consent of both the Company and the Purchaser.

19. Site Exclusions

The Company shall not be liable or responsible in any way for any liability arising from any unanticipated, hidden or concealed site conditions of Purchaser's site or for injury to person(s) or property which is caused by such condition.

20. Confidential Information

All financial, statistical, operating and personnel materials and information, including, but not limited to, manuals, designs, drawings and specifications, and computer software programs and related documentation relative to or utilized in the Company's business or in the business of any affiliate or subsidiary of the Company is acknowledged by the Purchaser to be the valuable and confidential property of the Company. The Purchaser shall keep such information confidential and shall so instruct its agents, employees and contractors. The Purchaser shall not disclose, photocopy or otherwise duplicate any such materials without the prior written consent of the Company. Any authorized use of such information by the Purchaser shall not affect the Company's ownership or the confidential status of such information.

21. Default/Breach

~~The Purchaser shall be liable to the Company for any costs and reasonable attorney's fees to enforce the provisions of this agreement including, but not limited to, payment under Article 2 herein, should the Purchaser default or breach any provision of this agreement.~~

22. Enforceability

If any provision of the order is or becomes at any time unenforceable or invalid, no other provision of this order shall be affected thereby and the remaining provisions of the order shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in the order.

Form APS-01 rev 4, Effective 11/1/2003, revised 03/17/2020

delete reasonable and keep charges LLP

Accepted changes Lori Look Pavlik Sept. 22, 2022

APS

**American Power Service
Company**

ALL Mailing/billing/remittance address

P.O. Box 13466

Fairlawn, OH 44334-8866

Shipping address

1024 Medina Road

Medina, OH 44256-8120

Phone: [REDACTED]

Email: lpavlik@americanpowerservice.com

<http://www.americanpowerservice.com>

**American Power Service Co. is a service company for your
electrical distribution system**

All correspondence (company and Job); PO's, agreements, set up, etc.

Email to American Power Service Company's email address:

lpavlik@americanpowerservice.com

Lori Look Pavlik, President

Phone number: [REDACTED]

Please send all Job correspondence to

Company email: lpavlik@americanpowerservice.com

Plus, the job contact personnel you have with American Power Service Company

Field Service Engineer Contact: Scott Pavlik

Phone number: [REDACTED]

Email: spavlik@americanpowerservice.com

Infrared Thermographer: Steve Lewandowski

Phone Number: [REDACTED]

Email: slewandowski@americanpowerservice.com

Federal Id #: [REDACTED]

Business Type: S Corporation

Ohio Charter #: [REDACTED]

Duns #: [REDACTED]

WBENC Certificate #: [REDACTED]

Business Established: November 1, 2003

Field Services Terms and Conditions: APS-01 rev 4 effective March 17, 2020

Field Services Price list: APS-02 rev 11 effective March 17, 2020

Payment Terms: Net 30 from date of invoice

I also offer a payment discount like 2% Net 10 days or 1% Net 20 days

Remit to Address

American Power Service Company

PO Box 13466

Fairlawn

Ohio

USA

44334-8866

Ship to Address

American Power Service Company

1024 Medina Road

Medina

Ohio

USA

44256-8120

APS personnel / F.O.B. Shipping Terms: Destination
Another carrier / F.O.B. Shipping Terms: Origin

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

This Memorandum of Understanding is entered into this 21st day of September 2022, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, 9.01, Length of Work Year, states the following:

- "1. The work year for a bargaining unit member shall be one hundred eightyfour (184) days, unless reduced by calamity days as provided in O.R.C. Section 3319.08, not to exceed five (5) days. Bargaining unit members are required to report to work for their regularly scheduled work day on calamity day six (6) and beyond, unless the district decides to make up the lost days of instruction, according to the contingency plan adopted by the Board. These work days will include no more than three (3) hours of professional development and/or group meeting time. The remainder of the work day(s) will be teacher driven pertinent to his/her teaching assignment. Members who arrive late on these days will provide a flex schedule to their principal.*
- 2. Members new to the District may attend up to two (2) additional days for orientation and in-service, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association. As part of the orientation and inservice, bargaining unit members whose primary focus is special education (e.g. intervention specialists) will be provided with an overview of district special education procedures.*
- 3. Guidance counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected guidance counselors.*
- 4. The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period."*

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

1. For the 2022-2023 school year, due to responsibilities involved in the Four Cities Compact Carpentry Program building and auctioning a house, Mr. Chris Kallai, carpentry teacher, will be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at his per diem rate. The hours he will be paid will not exceed twenty-one (21) hours. The need for and schedule of the extended hours will be determined by the administration in collaboration with Mr. Kallai.
2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Rob Earle, WEA Co-President

Stephine Schmeltzer, WEA Co-President

**For the Wadsworth City School District Board
of Education**

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Biblionasium!

Terms and Conditions

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Acceptance of Terms

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Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Biblio Holdings is not responsible for third party access to your account that results from theft or misappropriation of your account. Biblio Holdings and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Biblio Holdings collects personally identifiable information from children thirteen years of age and younger. Biblio Holdings collects this information for the following reason(s):

If you are a parent, we ask for your child's name so we can personalize the site for them. We ask for their birthday and grade to recommend age appropriate books. We ask for school name so each child can enter school wide reading challenges and contribute to a school's reading minutes to win awards for their school. If you are a teacher, we ask for student's first name and the initial of the last name, to generate anonymous and unique user ids. We ask for their reading level, so we can recommend appropriate books and to also give you analysis of their reading activity.

Of the information that we ask a parent or teacher to provide about a child, only a first name, first initial of a last name, an unidentifiable unique userid and a secure password are required.

We provide information about our personal data practices for children on our website wherever we knowingly collect personal data from children on our Web site. If you are thirteen years of age or younger, you must ask your parent, legal

guardian, or teacher for permission to use this website. If you are a parent or a teacher and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement.

Cancellation/Refund Policy

At any point, a parent can remove a child's account. They can also cancel their own account. A teacher can remove a student from a class and they can cancel their own account.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Biblio Holdings and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Biblio Holdings or our licensors except as expressly authorized by these Terms.

Use of communication services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

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You will be able to connect your Biblio Holdings account to third party accounts. By connecting your Biblio Holdings account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

A school may disclose personally identifiable information from a student's education records to a third party with either written consent of the parent or by meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption").

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Contact Us

Biblio Holdings welcomes your questions or comments regarding the Terms:

Biblio Holdings

PO Box 1034

New York, NY 10150

Email Address:

info@biblionasium.com

Telephone number:

917-5-Biblio (917 524-2546)

Effective as of June 2014.

Biblionasium!

Privacy Policy

Updated July 1, 2019

Welcome to Biblionasium, a fun and engaging website to excite and encourage kids to read. On Biblionasium, with a parent and/or educator permission, children are given an account where they can then catalogue and track their reading, connect to friends to share and exchange book reviews and recommendations, discover new books, and get rewards for completing reading challenges. Parents and teachers also participate by monitoring the children's reading, reviews, give book recommendations and create challenges for the children and help them meet their reading goals.

We respect and protect all of our users' privacy and have built a safe online platform to support and promote the independent reading activities of children, 12 years of age and younger. Because our users are 12 and younger, we take extra precautions to keep everyone on Biblionasium safe and protected. Our information practices are designed to comply with the United States Federal Trade Commission's (FTC) Children's Online Privacy Protection Act (COPPA). Our Privacy Policy will help you understand the different measures we take to help create a safe and fun digital platform for kids.

To find out more about COPPA, please visit <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>.

Please read through this Privacy Policy, and take some time to talk with your child about the importance of being safe on the Internet. We believe the Internet is a special tool that can open up a world of great opportunities for kids, but not everyone on the web has good intentions. Remember to stay involved in your kids' and students' activity on Biblionasium and any other sites they visit as they explore the World Wide Web.

Kids Privacy Assured by PRIVO: COPPA Safe Harbor Certification:



Biblionasium is a member of the PRIVO Kids Privacy Assured COPPA Safe Harbor Certification Program ("the Program"). The Program certification applies to the digital properties listed on the validation page that is viewable by clicking on the PRIVO Seal. PRIVO is an independent, third-party organization committed to safeguarding children's personal information collected online. The PRIVO COPPA certification Seal posted on this page indicates Biblionasium has established COPPA compliant privacy practices and has agreed to submit to PRIVO's oversight and consumer dispute resolution process. If you have questions or concerns about our privacy practices, please contact us at 917-5-Biblio (917 524-2546) or privacy@biblionasium.com. If you have further concerns after you have contacted us, you can contact PRIVO directly at privacy@privo.com.

Registration and Account Information

Biblionasium does not allow children 12 years of age and younger to have an account until their parent, legal guardian, or teacher creates one for them. If you are 12 years of age or younger, you may not sign up for Biblionasium on your own. A parent or legal guardian must provide a valid email and after confirming that information, we allow them to open an account for the child. Educators with valid email addresses, can also register student ids. However, we do not ask, and

Educators cannot enter any personal information about their students. We only request a first name and last name initial to personalize and address the children by a name on the website when they log in, and if necessary to generate a unique and anonymous userid for the students. Otherwise, the parent or educator has to create a unique userid for the child. Userids should not contain any personally identifiable information.

We also do not require, nor collect email addresses for the children.

If a child accesses our site and wishes to register, they are able to enter an email address for their parent, so that we can contact and notify the parent of their interest. After the email is sent to the parent, the parent email address is deleted. Parents can elect to register on the site and become a member.

Cookies:

We use cookies to help us keep track of your data. Cookies are small files that carry non-personal information that you provide to a website. They are kind of like a cheat-sheet for your computer--on its own, your computer does not remember who you are as you move throughout a website. Cookies store that information and provide it every time the information is needed. Without cookies, you would have to sign in with your username and password every time you went to a different page of our site!

IP Information:

When you browse onto a website, your Internet Protocol (IP) address is automatically shared with that site. Other information such as where you arrived to the site from, what type of browser you are using, and your general region could also be shared. Like many websites on the Internet, we keep track of this information to help us better understand how many and how our users are using Biblionasium. We do not track your activity outside of our Services.

Email Addresses

We do not require, collect or store email addresses for children. However, parents and educators using our platform to register children, need to provide a valid email address. We use the email address to respond to your questions, send emails about maintenance and updates, send notifications relating to your children's on-site activities and for internal marketing research purposes. At the time of registration, parents and educators can additionally opt-in or opt-out of receiving email notification for offers, discounts or promotions from Biblionasium, our sponsors, or 3rd party partners that support our site.

Other Information we collect

All users on Biblionasium have the option to add books to their virtual bookshelves. They can also tag, rate, review and recommend books. This information is saved with the user's account. If you are a parent or educator, your book information is shared with the children under the supervision of your account. For registered children, this information is shared with the adult supervisor(s) on their account, as well the other children that have been permitted and have been approved to be part of their community.

Biblionasium also uses this information to improve our products and services and aggregate data may be used with our partners and sponsors. No personally identifiable information is shared without explicit consent. While no Personal information is shared, aggregate data may be used to offer valuable book and reading related products and services to our users.

For the benefit of our community and our users, we may choose to share and make selected book reviews, written by our users, available to all our members. We will screen and carefully elect those reviews for suitability and safety, and to make sure there is no personally identifiable information disclosed.

How we keep your information safe:

Biblionasium has taken several measures to keep your information safe. Our data is stored on secure servers and we use all industry standards to protect against hacking. We use Network Solutions SSL to encrypt all and any personal information whenever it is transmitted over the wire.

We use select service providers for some of the operational aspects of the website. These providers are subject to legal restrictions that prohibit their user of the information for any purpose other than to facilitate the specific outsourced related operation, unless you have explicitly given your permission for additional uses.

We use Google Analytics to better understand your use of our website and to improve your experience. This third party does not share your information with any other third parties. To find out more about Google Analytics **click here**

How we keep your child's information safe:

If a child is registered by a parent, the parent is required to provide a first name, last name initial, and a username with which the child will use to access the website. A parent also has the option to provide any or none of the following information: the child's birthdate, gender, reading level and school. None of this information is required for a child to use the website. Any additional information provided, is used to enhance and personalize their experience. If we have any personal information about that child, then only friends and family, who are approved by the parent, can see those pieces of information. Other signed in users may be able to see their anonymous username, books, reviews, anonymous names of their friends and other non-personal information. People who are not signed in to Biblionasium are not able to see any user information on our site. A verified parent must authorize all users who see any of the child's personal information through Biblionasium. However, it is important to remember that any information that you put on the Internet could become public. There is no such thing as "fail-safe" on the Internet, and we are not responsible for any 3rd party distribution of the information you provide. Please talk to your child about the importance of being safe while using the Internet.

When a teacher registers a student, we only require a first name and a last name initial. We use this information to generate a unique and anonymous userid, if none is provided. All students registered by a teacher and belonging to a unique classroom, are able to see each other's bookshelves. Students can recommend books to students in their group or class. Children can also recommend books to "friends" who have been approved by the parent on the account.

In addition, educators can select to have student book reviews shared with other members of their group, or not shared at all. If they do want to give permission for shared book reviews, they still have another layer of control. Educators can select to have student Book reviews shared with the rest of the group automatically and as they are written, or they can select to have reviews published and available to the rest of the group, only upon teacher approval. Educators have full control of this feature. We highly recommend and suggest that if you wish to turn on the "Book Review Sharing" feature, that you set parameters and discuss the importance of writing responsibly and safely with your students. Biblionasium does not endorse or take responsibility for the content that students write on the site.

For more information about how to help children socialize responsibly on the Internet, please visit <http://www.ftc.gov/bcp/edu/pubs/consumer/tech/tec13.shtm>.

Disclosing Information

We may disclose Personal Information if we have to comply with legal obligations or to law enforcement requests, to protect and defend our rights and property or the safety of other users, and with your permission.

If we are involved in a change in control, merger, acquisition, reorganization, receivership, bankruptcy, transition of Services to another provider, or any similar transaction, your information may be transferred or sold as permitted by law

and/or contract. We will use reasonable efforts to notify you before information about you is transferred and if the policies of the acquiring company are different so you can select to continue or discontinue the service.

Third Party Affiliations and Links

Biblionasium is offered free of charge for use to kids, their educators and parents. We support the operations, development and activities of the platform through mission aligned sponsorships, 3rd party partners and an e-commerce component that provides the option to purchase books from our site, to our adult users. While we may use information collected on the site to enable book related discovery and promotion from our sponsors, we DO NOT SHARE, SELL, RENT or TRADE THE PERSONALLY IDENTIFIABLE INFORMATION OF OUR USERS WITH ANY THIRD PARTIES, without obtaining the users' explicit consent. Our website may also contain links to sponsor products or services that offer book related support material, content, teacher's guides, book widgets, author interviews, book trailers and such. While we take great caution and screen the material, we are not responsible for the practices and privacy policy of other sites. Please read and be familiar with their practices, as we only have control and cover the use of Information we gather on Biblionasium. You assume sole responsibility for your use of any third party links and sites.

We may use multi-media, audio and high quality videos to introduce and excite our users to explore book titles and authors. We closely curate and select any multi-media content for safety and suitability, whether they are chosen by our editors or offered by our sponsors. Educators have the option to include or exclude multi-media content from Book Information pages. We do not disclose Personal Information to Third Party hosting sites, but you should be aware that any information that you disclose once you access other websites is not subject to this Privacy Policy.

In order to support the operations of the site and to develop and include all the features, we also provide links for adults to purchase books from third party providers, who in return pay us a small affiliate fee. We may also aggregate and share or sell anonymous data, including but not limited to, ratings and reviews. We do not share or sell any personally identifiable information with a third party without explicit permission.

Follett is third party operator that handles school online login credentials and partners with **Biblionasium.com**. Follett operates Destiny, as single sign on for students who can access **Biblionasium.com** using their Destiny login credentials. There is no way to sign up for a Follett account on the Biblionasium site and Follett will not collect any additional information from students. For more information on Follett please see their privacy policy:

<https://www.folletlearning.com/privacy-policy>.

A school may disclose personally identifiable information from a student's education records to a third party with either written consent of the parent or by meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption").

Leaving the community:

If you are having trouble using or enjoying Biblionasium, or would like to review, update or have your account deleted, please contact us right away at help@Biblionasium.com. However, if you decide you no longer want to be a part of Biblionasium you have the right to terminate your students', your child's, and your own account. You can do this by going to "Settings" menu while you are signed in and following the instructions to remove yourself as a user. Please consider contacting us with any questions or concerns that might lead to leaving our community.

Other information:

~~We reserve the right to update this policy when we deem necessary. You will be notified of any changes to this Privacy Policy by the publication of a revised policy on this page. It is your responsibility to check back to this page from time to~~

~~time to ensure that you are up to date on any modifications. If we make a material change to this policy we will contact you by email before the changes become effective to seek your consent.~~

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

Re: Wadsworth

1 message

MarjanG <marjang@biblionasium.com>

Mon, Sep 12, 2022 at 7:06 PM

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

Cc: "Wolf, Megan" <mwolf@wadsworthschools.org>, Michele Evans <mevans@wadsworthschools.org>, Sarah Biera <sarah@biblionasium.com>

Hi Mr. Hill

I understand your concern and appreciate that you want to know of any changes to the Terms & Conditions.

I am not sure what language to use so that you will be comfortable.

Perhaps what we can do is to send a message out about any change to our Terms & Conditions before it goes into effect and at that point, you can decide if they are acceptable to you or not.

Regardless, we would inform ALL our users when anything changes in the Terms. It is required and the only way to do it. We can not change the Terms without informing ALL users.

Perhaps we can change the language in the Terms to say

Changes to Terms

Biblio Holdings reserves the right, in its sole discretion, to change the Terms under which www.biblionasium.com is offered. The most current version of the Terms will supersede all previous versions. Biblio Holdings will notify registered users with valid email addresses, before making any changes. We also encourage you to periodically review the Terms to stay informed of our updates.

Please advise.

Warm regards,

Marjan

Marjan Ghara
CEO, Biblionasium.com
Where Kids Flex their Reading Muscles!
marjang@biblionasium.com
917-930-7668

On Sep 8, 2022, at 5:13 AM, Hill (Superintendent), Andrew <ahill@wadsworthschools.org> wrote:

Good morning. Thank you for your response. Our issue with the language you are referring to is that we need to have the ability to agree to the changes before they are implemented if we are in the middle of a contract year with you, otherwise the language could change in a way we cannot agree to. Is it possible to insert language that says this? And, just so I'm clear, the other changes I have suggested you are okay with?

Andy Hill

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1301 (phone)

524 Broad St.
Wadsworth, OH 44281

On Tue, Sep 6, 2022 at 2:32 PM MarjanG <marjang@biblionasium.com> wrote:

Thank you Mr. Hill.

Your markup basically removes any protection that our attorneys have included as standard procedure.

We provide a powerful application, at minimal cost, that only collects minimum personal information (student name, userid, password and grade). We are COPPA certified and are audited by an outside agency. We don't exchange student information with any entity and our platform uses the latest available cloud based hosting services.

We have provided this service for 10 years now with no issues, so we feel confident about the service we provide.

The only issue I don't know how to handle is your removal this section:

<PastedGraphic-23.png>

We periodically have to update the Terms as we add more services, or remove services and per our COPPA certification. When the terms are updated, everyone receives an email and notification.

I am not sure how we are to handle any updates if we don't have a right to update our Terms? Again when any changes are made to the TERMS, everyone receives an email notification.

Perhaps we can ADD language that says something like.

"Any updates to TERMS must be accompanied by email notification to school administrators and educators."

If you would like, please suggest any other language to this that you feel is necessary, I am happy to review.

Otherwise, we are ok with your changes.

Look forward to hearing from you.

Warm regards,
Marjan

Marjan Ghara
CEO, Biblionasium.com
Where Kids Flex their Reading Muscles!
marjang@biblionasium.com
917-930-7668

On Sep 5, 2022, at 4:53 PM, Hill (Superintendent), Andrew <ahill@wadsworthschools.org> wrote:

The marked-up document is attached. I look forward to your response. Thank you.

Andy Hill

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

RECORD OF PROCEEDINGS WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: October 4, 2021

B. 2021-2022 Board of Education Goals:

1. Continue to increase our financial IQ:
 - a) Understand the relationship between our budget and District goals.
 - b) Potential replacement of CIS if bond / operating levy is successful.
 - c) Gain a better understanding of the new State-funding formula.
2. Continue to create a climate of support for our District staff:
 - a) Continue to highlight and celebrate our school buildings throughout the school year:
 - 1) School Spotlight highlights take place as building principal schedules allow and would consist of a 10-20 minute presentation at a Regular monthly Board meeting, highlighting the building activities.
 - 2) Board members may visit the building that month to take part in special programs or to visit a student or teacher in a classroom when/if COVID-19 protocol allows.
 - 3) Board will discuss and implement ways to show appreciation and support to our teachers and staff at each school building throughout the school year.
 - 4) Board members will continue to highlight school-building happenings during Board Member Items.
 - b) Continue to attend teacher and staff functions, virtually or in-person.
3. Board Professional Development:
 - a) Hold work sessions and attend OSBA training sessions.
4. Continue to collaborate and communicate with appropriate officials, staff and the Wadsworth Community to further implement our plan for the future of Central Intermediate School, while taking into consideration the economic environment.
5. Continue to be part of the Mental Health Committee to support, educate, and maintain a strong focus on the overall social emotional and mental health of our District.
6. Work with all District and community stakeholders and continue to be a part of the District-wide Diversity and Inclusion Committee whose purpose is to educate, support, and improve diversity and inclusion within our staff and student body.
7. Continue to work with and advocate for our positions on policies and issues that affect our District with County, State and Federal officials.